

# Invitation To Tender

**The Royal Academy of Engineering’s Enterprise Hub is seeking a provider to deliver a programme of growth training and leadership coaching as part of [Shott Scale Up Accelerator](#).**

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## Summary of invitation

The Royal Academy of Engineering is seeking a provider (or a consortium of providers) to design and deliver training modules and 1-2-1 leadership coaching for entrepreneurs leading technology SMEs that are growing rapidly.

Participants on the Shott Scale Up Accelerator, referred to as Awardees, will be decision-makers (founders, CEOs, CTOs, or other C-suite and equivalent job level roles) of UK-based technology and engineering SMEs. Each cohort of Awardees will typically comprise 15 entrepreneurs, all from different companies, with a broad range of backgrounds, sectors and experience.

Training modules should be practical, include peer-to-peer learning and bespoke elements, and should focus on equipping participants with the appropriate skills, tools and techniques to:

- improve their leadership capabilities to enable them to reach their full potential
- grow their company into a global technology and engineering business
- become a role model to others who are embarking on an entrepreneurial journey

Coaching sessions should focus on helping participants understand their own strengths and weaknesses as leaders, improve their leadership skills, and build their confidence to enable them to reach their full potential while scaling their businesses.

## Procurement Schedule

### Deadline for proposals: 15 January 2024, 13:00

Issue of ITTT (this document)	6 December 2023
Deadline for submission of clarification questions to RAE	4 January 2023
Deadline for RAE to respond to all clarification questions	10 January 2023
Optional online Q&A session for prospective suppliers. Please register to attend: <ul style="list-style-type: none"> <li>• Session 1 – click <a href="#">here</a> to register.</li> <li>• Session 2 – click <a href="#">here</a> to register.</li> </ul>	Session 1: 14 December 2023, 11:00 - 12:00  Session 2: 4 January 2024, 11:30 – 12:30
Deadline for submission of proposals	15 January 2024, 13:00
Presentation and interviews with shortlisted suppliers	w/c 5 February 2024
Notification of preferred supplier	w/c 19 February 2024
Inception meeting with successful bidder	w/c 26 February 2024
Contract commencement	1 March 2024

Induction Day (Awardees meet each other, staff, and key suppliers, first training day)	25 March 2024
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**Please send your expressions of interest, clarification questions and submissions to:**

Cristina Lisii, Senior Programme Manager, Enterprise, [cristina.lisii@raeng.org.uk](mailto:cristina.lisii@raeng.org.uk). Please also copy your email to our team mailbox: [shottscaleup@raeng.org.uk](mailto:shottscaleup@raeng.org.uk).

All questions raised will be collated and answers forwarded on to all parties who have expressed an interest in submitting a proposal.

Note our mailbox size limit is 25Mb so for documents over this limit submitting a download link will be required. Please note all proposals should be up to 35 pages in length and submitted as a single document.

**Budget**

We anticipate spending £4,500 - £5,000 per awardee inclusive of VAT and all costs of training and coaching design and delivery, travel of providers, materials and expenses. We have two cohorts per year (in March and September), and the programme offer for each cohort is 12 months.

The coaching for the first cohort, starting in March 2024, will be delivered by Workforce Solutions Group, our existing supplier, as part of our pre-existing contract ending in September 2024. We are now tendering coaching for 5 cohorts over the next three years.

Total budget per year 1 - Cohort #1 – training only. - Cohort #2 – training & coaching	Training for two cohorts and coaching for one cohort starting in September 2024.	£97,500  (£30k cohort #1 and £67k cohort #2)
Total budget per year 2 - Cohorts #3 and #4 – training & coaching	Training and coaching for two cohorts	£135,000
Total budget per year 3 - Cohorts #5 and #6 – training & coaching	Training and coaching for two cohorts	£135,000
Total budget for 3 years		£367,500

All budgets assuming 15 awardees per cohort. The Academy will cover costs for training venues, catering and participant travel to attend the training sessions.

**Length of contract**

The contract duration is three years, from 1 March 2024 to 1 March 2027 and encompasses delivery of training and coaching programmes for two cohorts of awardees each year.

## Introduction

### About the Royal Academy of Engineering Enterprise Hub

The Royal Academy of Engineering is harnessing the power of engineering to build a sustainable society and an inclusive economy that works for everyone. In collaboration with our Fellows and partners, we are growing talent and developing skills for the future, driving innovation, and building global partnerships, and influencing policy and engaging the public. Together we are working to tackle the greatest challenges of our age.

The Royal Academy of Engineering [Enterprise Hub](#) supports talented entrepreneurs and decision makers to transform breakthrough engineering innovations into disruptive spinouts, startups and scaleups. We look for bold, IP-rich innovations from all areas of engineering and technology that can solve the world's most complex environmental, economic, and societal challenges.

Our entrepreneurs benefit from the unique, prestigious national and global network of the Royal Academy of Engineering that brings together expert Academy Fellows, industry pioneers, like-minded innovators, funders, business leaders, researchers, and policy makers.

### Our mission

Our mission is to accelerate excellent engineering innovations to build a sustainable society and inclusive economy. We do this by creating lasting, exceptional connections between talent, expertise, and investment. Through expert-led training and mentoring, we develop engineers into bold and creative entrepreneurs.

### Our objectives

We connect talent with expertise and investment to accelerate engineering and technology across the UK. Our regional Enterprise Hubs strengthen local innovation ecosystems and create opportunities for tech-specific networking in 'Digital & Physical Infrastructures,' 'Climate & Sustainability' and 'Health & Resilience.'

### About the Shott Scale Up Accelerator

Shott Scale up Accelerator is a twelve-month programme offering a game-changing support package to help high-growth engineering and technology SME leaders scale their businesses to the next level. Support includes:

- a £10k grant towards leadership training delivered anywhere in the world
- a 6-month of flexible mix of growth training
- monthly, one-to-one leadership coaching
- an experienced mentor from our unrivalled network of 1700+ Academy Fellows, investors and business leaders
- travel and accommodation expenses covered
- free access to the Taylor Centre, our central London office and meeting space, and to our regional hub in the Ormeau Baths, Belfast

- lifetime membership of the Enterprise Hub to share co-working spaces, connections and mentoring opportunities.

The programme targets:

- C-suite-level decision makers (typically CEOs and CTO, some Heads/Chief Product Officers or Chief Scientific Officers)
- Awardees can be engineers and non-engineers
- Pre and post-revenue high-growth SMEs
- Applicants in regions outside the “golden triangle” of Cambridge, London and Oxford are especially encouraged to apply
- Participants from groups that are underrepresented in UK engineering

In order to participate:

- Awardees’ companies must exhibit engineering or technology innovation as their core component
- Awardees’ SMEs must have cumulatively raised at least £1 million, either through equity investment (since inception), turnover in the previous financial year (excluding grants and consultancy), or a combination of both. As an exception, for those operating in MedTech, grants will also be counted towards the £1million threshold.

Two cohorts of up to 15 awardees are selected each year through a competitive process. Providers are not required to be part of the candidate selection process, which will be managed by the Academy and its review and selection panels.

The programme has been running since 2017 and we have supported over 150 awardees already and are currently delivering the programme to our 14<sup>th</sup> cohort.

## Statement of requirements

**Timing:** Our accelerator programme lasts 12 months with two cohorts a year, which start in March and September of each year. The training and coaching programme should be delivered to each cohort within the first 6 months of the Shott Scale Up Acceleration programme, with the last 6 months being reserved for participants to complete external leadership courses, implement learnings, and for relationship management and evaluation.

The services should be prepared to be delivered:

- Training starting in March 2024 for the first cohort under this tender, until March 2027.
- Coaching starting in September 2024 for the second cohort under this tender, until March 2027. The coaching for the first cohort starting in March 2024, will be delivered by Workforce Solutions Group, our existing supplier, as part of our pre-existing contract ending in September 2024.

**Content:**

**Training:**

The growth training modules offered would cover growth fundamentals for scaleups, should be interactive, highly practical and include plenty of opportunities for peer-learning.

We expect the training to be designed to cater to the needs of scaling tech and deep-tech SMEs (rather than startups) and takeaways to be immediately applicable. It should enable awardees to rapidly grow their companies into bold and successful scaleups with global ambitions.

We have detailed below what we expect to be covered, and we are open to suggestions as to content, focus and delivery methods. We expect some cross-cutting themes to run throughout all the modules: designing for scalability, processes and operations, team, diversity, culture and leadership.

Our preference is that the sessions are delivered by experts/practitioners who have started and scaled-up businesses themselves or advised/were board members of scaling tech SMEs and can share examples or case studies from their experience.

Desired content or similar:

Nr	Module	Topics
1	People and culture	<ul style="list-style-type: none"> <li>• Culture, values and vision to align your team</li> <li>• Diversity and inclusion in your team</li> <li>• Managing a rapidly growing team and organisation. How to further develop the company structure as your business grows.</li> <li>• Attracting and retaining talent</li> <li>• Managing conflict, difficult conversations and exists.</li> </ul>
2	Good governance	<ul style="list-style-type: none"> <li>• Director responsibilities and role</li> <li>• Risk identification and how to manage risks to avoid business failure</li> <li>• Governance changes for rapidly scaling SMEs and implications for business design</li> <li>• The role and purpose of boards and how to work effectively with boards (recruiting, recognition, running of board meetings and succession)</li> </ul>
3	Customer acquisition	<p>Branding:</p> <ul style="list-style-type: none"> <li>• Market positioning and differentiation</li> <li>• Competitor analysis</li> </ul> <p>Sales:</p> <ul style="list-style-type: none"> <li>• Scaling the customer acquisition process and finding the right acquisition channels</li> <li>• Customer acquisition cost</li> <li>• How to create enough opportunities in your sales pipeline</li> <li>• How to balance between new leads and working on current leads</li> <li>• How to ensure conversion of leads, or pilots to paying customers, especially in the DeepTech area</li> </ul>

		<ul style="list-style-type: none"> <li>• Building the right team for sales. When and how to hire the right commercial director</li> <li>• Ensuring effective collaboration between product and sales teams</li> <li>• Effective account management</li> </ul>
4	Product and service development	<ul style="list-style-type: none"> <li>• Embedding user experience throughout from product, digital and the service</li> <li>• Design-driven growth in product and service sectors and commercial returns</li> <li>• A portfolio approach to managing product and service development. Finding the right balance of exploitation versus exploration of new products.</li> <li>• Metrics and targets for design initiatives and outputs of design teams</li> <li>• Ensuring effective collaboration between product and sales teams</li> <li>• The role of leadership in creating a consistent design environment</li> </ul> <p>Sustainability</p> <ul style="list-style-type: none"> <li>• How to leverage sustainability for your business</li> <li>• Circular economies, reducing carbon miles and improving supply chains</li> <li>• Maximising local capabilities</li> </ul>
5	Access to new markets	<ul style="list-style-type: none"> <li>• Practical considerations (commercial, regulatory and tax considerations) when entering a new market. Ensure awardees know how to develop a sound expansion plan for their target markets.</li> <li>• Relevant information on country markets and trading between the UK and geographies of interest</li> <li>• Introductions to landing programmes, business development or advisory services available to support market entry for UK tech SMEs.</li> <li>• Working across cultures</li> </ul> <p><i>Geographies of interest usually include USA, EU, Middle East, Asia (Japan, China, India).</i></p>
6	Securing growth capital	<p>Raising equity investment (typically series A to B):</p> <ul style="list-style-type: none"> <li>• Practical review of terms and legal frameworks. Review of changes in terms when raising investment beyond Seed rounds.</li> <li>• Finding the right investor/company fit or chemistry.</li> <li>• Practical negotiations with growth investors, new and follow-on</li> <li>• Intermediate rounds, unpriced, flat, and down funding rounds – when and why</li> <li>• Typical mistakes tech /engineering companies do when raising growth investment.</li> <li>• Reporting requirements from VC investors.</li> </ul> <p>Mix of funding options:</p>

		<ul style="list-style-type: none"> <li>• Overview of different ways to fund growth for tech SMEs.</li> <li>• When it's best to turn to debt financing rather than equity finance</li> </ul>
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We are open to additional suggestions from providers.

In addition to the topics outlined above, awardees will benefit from the support of an Enterprise Hub mentor who will provide independent view on business strategy, scaling plans or opportunities. The mentoring offer will be managed by the Academy.

**Coaching:**

Topics and content for coaching are flexible and should be focused on leadership skills but also be responsive to individual awardee’s needs.

In recent years we have seen the following topics being raised frequently by awardees:

- Self-care/health and wellbeing/avoiding burnout/self-value/
- Self-doubt/imposter syndrome
- Managing emotions/body language/ presence
- Managing/understanding others/emotional intelligence
- Recruiting the right team/onboarding new recruits
- Time management
- Difficult communication/dealing with conflict/accusations
- Demonstrating leadership skills/goal setting/strategy/leadership style
- Science and commerce/commercial awareness/transition from purely technical roles into business ones

The awardee will discuss their coaching needs and set out a development plan with their coach during the first session.

**Diagnostic:**

The awardees, have all varied life and business experiences, and many will have been through previous accelerator programmes, both basic and advanced. A diagnostic assessment should be run for each participant before the training and coaching begins. This exercise should also assess each awardee’s stage and scaling up intentions, so that the training may be tailored to their needs and repetition of previous learning can be avoided. Potential tailoring solutions include pre-reading, provision of relevant resources or other suitable methods to enable relevant awardees to ‘catch up’ with their peers, so that more commonly known topics can be skipped and the training can focus on more advanced aspects.

Following diagnostics, the awardee should have access to a personal report which can also be used as a benchmark to discuss with the coach or mentor in their 1-2-1 sessions.



The assessment method(s) and an outline of content of the diagnostic should be covered in the proposal, along with explanation as to what key learning points this will deliver to the trainers and how this will influence the training and coaching programme's content and delivery. You may wish to break the diagnostic down into multiple smaller diagnostics run before each training module.

**Location:** The training will generally take place at the Academy premises in Central London, Taylor Centre, 4 Carlton House Terrace. However, recognising the role of Academy's regional hubs and engagement efforts, we welcome suggestions as to regional locations and delivery. The cost of venue hire, refreshments and meals will be covered by the Academy.

Coaching can either take place at the Academy premises or online if more convenient for the awardees. Preference should be for face-to-face meetings, and meeting rooms will be provided by the Academy.

**Delivery:** In line with previous years of the training programme we expect around 6 - 7 days of training in total and 6 coaching sessions to be delivered over 6 months. The diagnostics should be run with each cohort before their training programme commences and post its completion.

We expect the training to be delivered through half day sessions, allowing awardees to assimilate learning and attend to urgent business matters in the other half of the day. If two modules are delivered during the same month, we prefer it on two consecutive days, for cost efficiencies related to the travel and accommodation of awardees, which is paid for by the Academy.

Awardees are based all over the country, so factoring in travel and considering that they often have caring responsibilities, we have found that running sessions during working hours, Monday to Thursday works best to aid a high attendance rate. The number of training sessions is for the provider to propose.

Coaching sessions will be held on a 1-2-1 basis. Each awardee will be given monthly sessions over the first 6 months of their programme.

**Method:** We expect each training module to include both cohort-based activities (workshops, roundtables, etc.), as well as 1-2-1 bespoke support (for example 1-2-1 deep dives or surgeries) this is to allow for cohort peer-learning and to address individual awardees' challenges.

Training modules should focus on practical skills, tools and techniques, rather than theory/knowledge as they can easily access such information elsewhere (reading/videos/podcasts).

**Workshops and cohort-based activities** should revolve around active, practical learning, the use of relevant tech/deep-tech scaleups case studies, or where awardees can use their own businesses as examples to work through exercises or situations, individually or with others as part of a peer-to-peer learning process.

The Academy team will also work with the selected provider to incorporate speakers/experts from its own networks as required, such as Enterprise Hub alumni, Fellows or corporate partners. For coaching, the participants will discuss

their needs and set out a development plan with their coach during their first session.

**Bespoke support:** Since each awardee has a different technology, background, experience and scaleup plan, we expect them to be offered optional 1-2-1s with the trainers to enable tailored support, allowing them to address issues, concerns and priorities specific to them.

We expect prospective suppliers to provide details on what cohort-based and bespoke support will be offered.

**Peer support:** We expect the awardees to learn from and support one another, both inside and outside of the formal training. The awardees will be matched with each other as learning buddies to draw upon each other for assistance, and for accountability on applying the learnings from each training module. The training should include opportunities for participants to interact, through role play or analysis and advice, so that over the course of the programme they come to appreciate the cohort as a network of advisors, to both learn from and contribute to.

Training sessions should close with awardees nominating what actions they will take as a result of the session, which should be discussed with their learning buddies.

**Trainer continuity:** Although you may deploy a variety of trainers/consortium partners throughout the programme, we expect knowledge of the awardees to be shared between the trainers, so that trainers are broadly aware of each awardee's capability, stage, issues and goals. Trainers should understand what training awardees have already received and encourage sharing of progress made against these actions. The trainers should use this knowledge to ensure that the training continues to be relevant to all awardees, referring to and building upon previous learning/training modules. Awardees **should not** be asked to brief each new trainer on who they are and what their technology is as this takes up valuable time.

**Materials:** Materials for each training session should be made available to the awardees and the Hub team electronically, in a timely, easy to access and centralised way. We expect that Slack is used for this purpose as this will provide awardees with a single point of reference throughout the duration of the programme.

A list of additional resources for pre-session work or for further reading should also be provided for more straightforward aspects of training (available in read/listen/watch formats). Any pre-session work, however, should be kept to a minimum, recognising how time-poor leaders of scaling SMEs are.

**Communication with awardees:** We expect that a designated channel on our Slack workspace is used for all communications with awardees related to the training programme delivery e.g. for reminders, updates when a new training material is uploaded etc. Similarly, the awardees will be asked to use the channel to inform both the programme team as the training provider about any questions and issues they may have.

**Monitoring and evaluation:** Awardees should be requested to submit brief feedback and satisfaction rating on each aspect of the training and coaching programme, and the results provided to the Academy for discussion at project review meetings so that any learnings can be implemented. We also expect providers to monitor the uptake by awardees of each element of the programme. We expect the proposal to include such a plan with clearly identified methodology and timelines, including project review meetings, for the length of the contract.

**Experience:** We expect the trainers to have direct experience of scaling new businesses, as well as direct experience of advising technology entrepreneurs. Previous participants have expressed a strong preference to learning directly from those who have been through the entrepreneurial journey themselves.

We expect coaches to have direct experience of working with leaders of technology startups and scaleups, but they do not need to have a technical background. Coaches should be capable to work with a diversity of such leaders, including neurodiverse awardees.

**Provider expenses:** All training and coaching related costs should be factored into the proposal. See Annex A for the requested costs table format.

## Additional considerations

### About the Awardees

Awardees are senior decision-makers (CEO, CTO, CPO, or on-track to a C-level role) of engineering SMEs in the UK. Around 60% are based in London, Oxford, and Cambridge. The rest are based around the UK. Over 30% of awardees are female and over 20% of applicants come from under-represented groups in engineering.

Upon application their company must be post-revenue or if pre-revenue they must have raised at least £1 million of equity investment. Typically, most of our awardees have a small size company (10-30 employees) and are at pre-Series A stage in terms of fundraising.

Often our awardees have a wide range of experience; some are in the early stages of a leadership role and have recently founded their company, and others have a few decades of experience in various leadership roles.

One aspect all awardees have in common is that they are experiencing 'growing challenges' in their company and need the skills, networks, and confidence to overcome the growth gap to scale up.

Information on our latest cohorts can be found [here](#). A new cohort will be starting in March 2024, which will be the first cohort you will work with.

## Technology / industry verticals

The awardees will not be in the same engineering fields as one another so the training should not be subject-specific, and examples should be drawn from a range of subject areas. To aid engagement the examples should be technology companies, from a range of relevant sectors and with a variety of business models. Note, majority are B2B companies. We would like some of the examples to be drawn from the experiences and businesses of the Enterprise Hub alumni.

## Time commitment

Given the inflection point at which awardees join the programme, we recognise that they have multiple competing priorities and are very time poor. We ask them, therefore, to attend/utilise the sessions from at least four of the six growth training modules on offer, which are of the most relevance to their needs and scaleup plans. They are required to attend all coaching sessions.

We ask the training providers to carefully consider the awardees time constraints when designing and curating cohort-based and 1-2-1 activities, so as not to overload the programme.

You may wish to consider if all awardees should attend all sessions, or if some more targeted sessions should be held.

The Academy will run occasional social activities after the training day to enable the cohort to get to know one another better. The trainers are not expected to provide evening activities.

## Additional content elements

**Induction /Graduation Day:** Induction and graduation days will be organised by the Academy team for each cohort and providers will be expected to attend them all to meet the awardees. The first Induction Day is scheduled on 25 March 2023, and the next one on 23 September 2023.

**Culture+:** The awardees will all have subsidised access to Culture+, our Diversity and Inclusion platform which will support each training module with templates, insights, and practical guides, to enable inclusive cultures across the scaling SMEs. The provider will be expected to collaborate with the Academy in ensuring each module allows for references and connection to Culture+ resources. The Academy's Culture+ manager will be responsible for presenting these to awardees at the end of their training modules.

**Intellectual Property Rights (IPR):** Our wider network will provide IPR training through a panel and 1:1s run by a law firm, as such this need not be covered in the provider's proposal.

**Certification:** We are not looking for participants to gain any form of certification resulting from the training.

The Academy team may wish to add additional optional events, activities or fire-side chats with Fellows, experts from its network and alumni of the Enterprise Hub programmes.

## Our expectations of training providers

Training providers will be required to:

1. Deliver training on time, to budget and in line with agreed parameters (to be agreed at the inception meeting);
2. Have a proactive approach to delivery and customisation;
3. Provide a high degree of customisation so as to ensure that the training courses are designed in line with the cohort requirements, as indicated by the diagnostic;
4. Achieve an average awardee rating of >9 (1-10, where 1 very low and 10 very high) for the quality of the training modules delivered;
5. Achieve an average awardee rating of >9 (1-10, where 1 very low and 10 very high) for the quality and effectiveness of the coaching experience;
6. Support the improvement in leadership skills and capability of participants based on a before and after survey that the coach will provide, which should include measurements of Strategy, Skills and Mindset (or similar);
7. Support the attainment of the individual goals set at the start of the programme as part of each participant's personal development plan;
8. Ensure training and coaching sessions are accurately documented and appropriately evidenced to the satisfaction of the contract manager;
9. Produce a self-evaluation report at end of each 6-month programme, providing evidence of participants' progress;
10. Implement ongoing improvements, considering feedback from awardees, the Academy and its partners;
11. Maintain regular contact with the Academy's programme management team via monthly online meetings.

## Content of Proposals

Please include the following in your proposal:

- **Programme content:** Outline what will be delivered, by whom, and the method of delivery. Include learning/development outcomes and how they will be achieved and monitored for each training module, as well as coaching. Please include how many days of training and hours of coaching will be provided.  
Include overall approach to ongoing monitoring and learning at individual and programme level. Note the content modules are numbered, and referencing the numbers will aid the assessment process.
- **Customisation:** Please be specific about how the diagnostics approach and tools you propose will lead to bespoke content and support being provided via cohort-based and 1:1 activity, as well as in coaching.
- **Schedule:** Proposed schedule of training modules and coaching sessions.

- **Team and track record:** Track record to date (including consortium partners where applicable) in delivering similar training programmes in technology entrepreneurship and innovation leadership. Please include short bios of individual trainers and coaches who will be working with entrepreneurs. Please indicate if trainers are/have been founders themselves and if there will be a consistency of facilitator/trainer per cohort. Please indicate if coaches have experience of working with tech entrepreneurs. Providers should have a diverse group of trainers and coaches who can be deployed on the programme.
- **Cost:** Annual overall cost for the delivery of the programme for each 6-month training and coaching programme over the next three years, including: design, delivery, materials, travel, accommodation, and VAT. The number of awardees may vary slightly, so please indicate if this will affect the costs. Please indicate total number of hours/days of training and coaching proposed. For consistency and to aid the assessment process we ask you to provide a summary as per Annex A.
- **Organisation (e.g. consortium):** Details of the consortium lead organisation, including company or charity registration details, the latest set of annual accounts, an appropriate level of professional risk indemnity insurance. Where appropriate, memorandum of understanding (MoU) or similar to demonstrate commitment from all consortium members.
- **References:** Please provide the contact details of two references. We will only contact them should your proposal still be in consideration post-interview.

## Additional proposal submission information

- Please note that proposals should be submitted as one single document.
- The proposal length should be limited to up to 35 pages maximum.
- If you wish to receive any additional or updated information, please ensure that you register interest prior to submitting the proposal.
- All proposals must remain valid for a period of **90 days** from the date of submission by the vendor.
- This ITT and the information contained within it are deemed to be confidential information.
- Proposals must include information about costs and state whether these do or do not include VAT or any other levies.
- By submission of a proposal, the vendor warrants that the prices in the proposal have been arrived at independently, without consultation or agreement with any other potential vendor.

## Proposal evaluation criteria

### Scoring matrix

0	No Answer/Unacceptable Response
1	Very Poor Response
2	Poor Response
3	Acceptable Response
4	Good Response
5	Excellent Response

To score well (i.e. 3 and above) the evaluation panel will look for clear evidence. The scores will be weighted to give an overall score. The tables below indicate the weightings which will be applied to each section. The three highest scoring proposals will be invited to present their proposal.

At interview, we will consider all criteria. The scores given before the interview may be amended following new information provided at interview.

The interview will be used as a principal means of scrutinising the proposals of shortlisted providers, based on their tenders. A fundamentally important requirement of all providers is a capability to engage, collaborate and co-ordinate across all aspects of the project. Such matters may only effectively be judged by personal discussion with the key individuals who will be responsible for a provider’s delivery.

For reasons described above, the assessment tenders will utilise the marking scheme set out below as one part of the assessment and the ultimate decisions will be taken as a result of:

1. consideration of the outcomes of the marking scheme;
2. the application of a wider mediating, reasonable professional judgement, in relation to criteria to which a marking system does not apply, or which does not provide a full and proper basis, absolutely, or relatively, of assessing all relevant aspects and factors; and
3. the reasonable professional judgement made in respect of the interview.

## Selection of providers to be interviewed

In selecting providers to be interviewed we will consider the following criteria:

- **Programme content:** Appropriateness of topics covered. Quality and novelty of the delivery method and tools deployed for both training and coaching. Approach to monitoring, evaluation and learning. Collaborative approach to programme development with the Academy team.
- **Organisation and track record:** Suitability of the organisation and of the team in charge of programme delivery. Expertise of the trainers and coaches. Have the trainers build/scaled companies themselves. Experience

of successful delivery of similar programmes. Consistency of the facilitator/trainer.

## Selection of final provider(s)

In awarding the provider, we will take all of the above into account, as well as the following criteria:

- **Schedule:** Suggested timescale and process of delivery are clear and realistic. The nr of days of training and hours of coaching are appropriate for this programme and its awardees.
- **Cost:** Overall value for money. Appropriateness of the budget.
- **Other:** Quality of references. Any additional services and support beyond the statement of requirements.
- **Presentation:** Shortlisted candidates will be invited to the Academy for the final presentation and Question and Answer session, at which you will have the opportunity to build upon the proposal.



## Annexes for the Invitation to Tender

### ANNEX A: Costs

Please provide details of the overall cost for the delivery of each cohort, 6-month training and coaching programme, inclusive of VAT, over the next three years, including design, delivery, materials, travel and accommodation of the trainers and coaches. Please note under this tender the coaching element will commence a cohort later in September 2024.

The number of awardees may vary slightly, so please indicate if this will affect the costs. For consistency and to aid the assessment process we ask you to provide a summary as per below, you may add extra rows.

Activity	Description	Per unit cost (£)	Number (hours/days)	Total cost (£)
Design	Of programme			
Diagnostic	Design and delivery			
Workshop/Cohort-based activities	Delivery			
1:1 support	Delivery			
Coaching	Delivery			
Materials	Printing etc			
Programme Management	General coordination and administration			
Review meeting	RAEng and providers to review progress			
Travel	Of trainers and coaches			
Accommodation	Of trainers and coaches			
Subsistence	Of trainers and coaches			
Total				

## ANNEX B: Proposal Evaluation Criteria

### Selection of providers to be interviewed

Section:	Programme Content		
Description of criteria	Score	Weighting	Max Points
All key training modules covered, and monthly leadership coaching included	Yes / No	Pass / Fail	
Appropriateness, tools and methodology for proposed diagnostics	0-5	1	5
Quality, customisation, and effectiveness of the training programme	0-5	3	15
Quality, customisation, and appropriateness of approach to coaching awardees	0-5	3	15
Approach to monitoring, evaluation, and learning	0-5	1	5
Collaborative approach to programme development (with Academy team)	0-5	1	5
	<b>Total</b>	<b>45</b>	

Section	Organisation and track record		
Description of criteria	Score	Weighting	Max Points
Suitability of the organisation/lead partner in the consortium	0-5	2	10
Appropriate programme management and reporting structure in place	0-5	1	5
Experience of successful delivery of similar programmes for accelerators/incubators	0-5	2	10
Expertise and scaling experience of trainers	0-5	1	5
Qualifications, expertise, and experience of coaches	0-5	1	5
Consistency of facilitator/trainer throughout the training modules	0-5	1	5
Numbers of staff proportionate to services tendered	Yes / No	Pass / Fail	
	<b>Total</b>	<b>40</b>	

### Selection of final providers

Section	Schedule		
Description of criteria	Score	Weighting	Max Points
The timescale and delivery process are clear and realistic	0-5	1	5
Appropriate nr of days of training and hours of coaching	0-5	1	5
	<b>Total</b>	<b>10</b>	

Section:	Cost
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Description of criteria	Score	Weighting	Max Points
Has accounted for all costs to deliver the programme and pricing clear	Yes / No	Pass / Fail	
Is competitively priced	0-5	1	5
Appropriateness/value for money of the budget / expenditure	0-5	1	5
<b>Total</b>		<b>10</b>	

Section	Other		
Description of criteria	Score	Weighting	Max Points
Client References - suitability of nominated references	Yes / No	Pass / Fail	
Client References - quality of reference received back	Yes / No	Pass / Fail	
Additional services and support beyond what was included in the statement of requirements	0-5	1	5
<b>Total</b>		<b>5</b>	

## ANNEX C: Terms of service agreement

We are working to tight timeframes so to help speed up the contracting process, please can all bidders check the below standard terms with their legal team ahead of the interview date and bring any queries to the interview for discussion and clarification. As standard, our terms are non-negotiable but please let us know if anything raises concern.

**THIS AGREEMENT** is made on

### BETWEEN

- (1) **THE ROYAL ACADEMY OF ENGINEERING** a body established by Royal Charter and a registered charity with charity registration number 293074 and with its registered offices at Prince Philip House, 3 Carlton House Terrace, London SW1Y 5DG (**the Academy**); and
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**the Supplier**).

### BACKGROUND

- (A) The Supplier is in the business of providing *[insert brief description of services]*.
- (B) The Academy wishes to obtain and the Supplier wishes to provide such services on the terms set out in this Agreement.

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions.

**Academy's Manager:** the individual identified as such in **Schedule 3**, being the person responsible for managing the Services on behalf of the Academy.

**Academy Materials:** all documents, information, items and materials in any form (whether owned by the Academy or a third party), which are provided by the Academy to the Supplier in connection with the Services, including the items provided pursuant to clause 4(c).

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

**Background Intellectual Property:** Intellectual Property Rights existing prior to this Agreement or generated other than in the course of providing

the Services which either party (or its licensors, as the case may be) makes available to the other party in the course of performing its obligations under this Agreement (whether as part of the Deliverables, or otherwise) including the Intellectual Property Rights in the Academy Materials and the Supplier Materials.

**Charges:** the sums payable for the Services, as set out in [Schedule 2](#).

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Data Protection Legislation:** the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all other applicable laws, enactments, regulations, orders, standards and other similar instruments, each as may be amended or superseded from time to time.

**Deliverables:** any outputs of the Services and any other documents, products and materials provided by the Supplier to the Academy as specified in Schedule 1 and any other documents, products and materials produced by the Supplier to the Academy in relation to the Services (excluding the Supplier's Equipment).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Mandatory Policies:** the Academy's business policies listed in Schedule 4, as amended by notification to the Supplier from time to time.

**Milestones:** a date by which a part of the Services is to be completed, as set out in Schedule 1.

**Services:** the services set out in Schedule 1, including services which are incidental or ancillary to such services.

**Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Academy and used directly or indirectly in the supply of the Services, including any such items specified in Schedule 1.

**Supplier's Manager:** the individual identified in Schedule 3 or any replacement individual appointed by the Supplier pursuant to clause 3.3(b)

and clause 3.3(d), being the person responsible for managing the Services on behalf of the Supplier.

**VAT:** value added tax chargeable from time to time in accordance with the provisions of the Value Added Tax Act 1994.

## 1.2 Interpretation:

- (a) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (e) This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- (f) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (g) A reference to **writing** or **written** includes email.
- (h) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (i) References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- (j) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Commencement and duration

- 2.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 19 (Termination), until [*insert date of completion for fixed term contract*] when it shall terminate automatically without notice.

2.2 The Supplier shall provide the Services to the Academy in accordance with this Agreement from [*insert date*] **OR** [the date of this Agreement].

### 3. **Supplier's responsibilities**

3.1 The Supplier shall:

- (a) provide the Services and the Deliverables in accordance with Schedule 1;
- (b) ensure that the Services and Deliverables will conform in all respects with Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Academy;
- (c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of good quality and are free from defects in workmanship, installation and design;
- (e) co-operate with the Academy in all matters relating to the Services;
- (f) comply with the Academy's instructions and guidelines as issued by the Academy time to time;
- (g) obtain and at all times maintain all licences, permissions, authorisations, consents and permits which may be required for the provision of the Services;
- (h) before the date on which the Services are to start, obtain and at all times, maintain during the term of this Agreement, all necessary licences and consents and comply with all Applicable Laws in relation to:
  - (i) the Services; and
  - (ii) the installation and use of the Supplier's Equipment;
- (i) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Academy's premises from time to time and that have been communicated to it under the relevant Mandatory Policy;
- (j) hold all Academy Materials in safe custody at its own risk and maintain the Academy Materials in good condition until returned to the Academy, and not dispose of or use the Academy Materials other than in accordance with the Academy's written instructions or authorisations;
- (k) not do or omit to do anything which may cause the Academy to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

- (l) notify the Academy in writing immediately upon the occurrence of a change of Control of the Supplier; and
  - (m) provide the Services and Deliverables (if applicable) promptly and in a timely manner, meeting any deadlines specified by the Academy from time to time, including any deadlines outlined in Schedule 1 and including any Milestones.
- 3.2 Time is of the essence in relation to Milestones for the Supplier only. If the Supplier fails to meet the relevant Milestone, then (without prejudice to the Academy's right to terminate this Agreement and any other rights it may have), the Academy may:
- (a) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - (b) purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
  - (c) hold the Supplier accountable for any loss and additional costs incurred; and
  - (d) have any sums previously paid by the Academy to the Supplier in respect of the affected Services refunded by the Supplier.
- 3.3 In relation to the Supplier's personnel, the Supplier shall:
- (a) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement;
  - (b) ensure that all personnel involved in the provision of the Services are subject, whether by virtue of employment by the Supplier or otherwise via contract, to legally binding obligations to the Supplier which are consistent with the Supplier's own obligations under this Agreement;
  - (c) promptly inform the Academy of the absence (or the anticipated absence) of any of the personnel, and if so required by the Academy, provide a suitably qualified replacement for such individual; and
  - (d) use its best endeavours not to make any changes to the personnel and Supplier Manager throughout the term of this Agreement and obtain the prior written approval of the Academy (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.
- 3.4 The Academy reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to the Academy's premises,



which shall only be given to the extent necessary for the performance of the Services.

#### 4. **Academy's obligations**

The Academy shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide access to the Academy's premises, data and other facilities as may reasonably be requested by the Supplier and agreed with the Academy in advance, for the purposes of the Services; and
- (c) provide to the Supplier all documents, information, items and materials required under Schedule 1.

#### 5. **Default by the Academy**

A failure by the Academy to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies the Academy in writing and in reasonable detail of the Academy's failure and its effect or anticipated effect on the Services.

#### 6. **Changes**

- 6.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect unless made in writing and signed by the parties and in accordance with this clause 6.
- 6.2 The Supplier shall not unreasonably withhold or delay agreement of any change required by the Academy, or the implementation thereof; nor shall the Supplier impose unreasonable conditions (having regard to the other terms of this Agreement) in implementing the change.
- 6.3 All revision to the Services to be provided under this Agreement as a result of a request shall (to the extent possible) be calculated using the same or equivalent method to that which was used to calculate the Charges. No variation to the Charges shall apply without the prior written approval of the Academy. For the avoidance of doubt, the Supplier shall only be entitled to charge for the time it spends on preparing and negotiating changes where the request for change originates from the Academy.

#### 7. **Governance and records**

- 7.1 The Supplier shall:
  - (a) attend progress meetings with the Academy at the frequency and times specified by the Academy and shall ensure that its representatives are suitably qualified to attend such meetings; and

- (b) submit progress reports to the Academy at the times and in the format specified by the Academy.
- 7.2 The Supplier shall keep and maintain until six (6) years after the end of the Agreement, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Academy to the Supplier. The Supplier shall allow the Academy (and/or the Academy's representatives) to access those records at all reasonable times on request.
- 8. Charges and payment**
- 8.1 In consideration of the provision of the Services by the Supplier, the Academy shall pay the Charges.
- 8.2 The Charges for the Services shall be set out in Schedule 2 of this Agreement, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Academy, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 If and only if the Charges are calculated on a time and materials basis (this to be expressly stated in Schedule 2):
- (a) the Supplier's daily fee rates for each individual person as set out in **Schedule 2** are calculated on the basis on an eight-hour day, worked during business hours;
  - (b) the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during business hours, unless it has the Academy's prior written consent to do so; and
  - (c) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 8.4 The Academy shall pay to the Supplier the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice. Payment shall be made in GBP to the bank account nominated in writing by the Supplier.
- 8.5 For the avoidance of doubt, if a Currency Fluctuation<sup>1</sup> occurs in relation to a payment made by the Academy to the Supplier, the Supplier shall not be

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<sup>1</sup> **Currency fluctuation:** a change in the daily spot exchange rate of [*insert Supplier's home currency if they are based overseas*] against sterling published by the Bank of England between the date of this Agreement and the date on which any invoice is received by the Academy.

entitled to vary the scope of the Services agreed between the parties under this Agreement.

- 8.6 If the Academy fails to make a payment due to the Supplier under this Agreement by the due date, then, without limiting the Supplier's remedies under clause 19 (Termination), the Academy shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 8.7 The Academy may, at any time, without notice to the Supplier, set off any liability of the Supplier to the Academy against any liability of the Academy to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Academy of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## 9. **Intellectual Property Rights**

- 9.1 In relation to the Academy Materials:
- (a) the Academy and its licensors shall retain ownership of all Intellectual Property Rights in the Academy Materials; and
  - (b) the Academy grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Academy Materials for the term of this Agreement solely for the purposes of providing the Services to the Academy.
- 9.2 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Academy Materials.
- 9.3 The Supplier grants to the Academy, or shall procure the direct grant to the Academy of a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use, copy and modify the Deliverables (including the Supplier Materials) for the purpose of receiving and using the Services and the Deliverables in its business.
- 9.4 The Academy may sub-licence the rights granted in clause 9.3 to customers and third parties for the purpose of the Academy's receipt of services similar to the Services.
- 9.5 The Supplier shall not use the name, logo and / or trade mark of the Academy without the Academy's prior written consent.
10. N/A
- 10.1 N/A

10.2 N/A

## 11. **Insurance**

During the term of this Agreement and for a period of one year after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £1,000,000 (one million pounds) and public liability insurance at an amount not less than £5,000,000 (five million pounds) to cover the liabilities that may arise under or in connection with this Agreement and shall produce to the Academy on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 12. **Compliance with laws and policies**

In performing its obligations under this Agreement, the Supplier shall comply with:

- (a) the Applicable Laws and the Supplier will inform the Academy as soon as it becomes aware of any changes in the Applicable Laws; and
- (b) the Mandatory Policies.

## 13. **Safeguarding**

13.1 If the Services involve interaction with children or adults at risk, the Supplier agrees to:

- 1.1.1 comply with the Academy's Safeguarding Policy (as amended from time to time), as appropriate;
- 1.1.2 have in place (where necessary) appropriate systems of control, including an adequate and effectively implemented safeguarding policy and procedures, and code of conduct (if separate);
- 1.1.3 ensure individuals associated with the Supplier are subject to safe recruitment, selection and appropriate vetting and that, under no circumstances, will any individual associated with the Supplier be considered to pose a risk to children and/or adults at risk be deployed to work or volunteer with these groups when providing the Services;
- 1.1.4 ensure that any safeguarding concern or allegation which relates to an individual associated with the Supplier will be reported, without delay, in accordance with the Supplier's safeguarding policy, and will be managed in accordance with the Supplier's

safeguarding policy and disciplinary procedure as and where appropriate;

1.1.5 in order for the Academy to ensure that it complies with its obligations to submit any necessary serious incident report to the Charity Commission, inform the Academy, without delay, in the event (i) the Supplier becomes aware of any safeguarding concern or allegation that has arisen in relation to the Services; (ii) of a safeguarding allegation relating to an individual associated with the Supplier which leads to an investigation and/or referral to the Police and/or Local Authority and/or a regulatory body (such as the Disclosure and Barring Service); or (iii) of the occurrence of a breach or failure of policy, on the part of an individual associated with the Supplier, which could have put people at risk of harm and/or resulted in a referral to the Police and/or Local Authority and/or a regulatory body;

1.1.6 ensure that any safeguarding concern or allegation which arises in relation to an individual associated with the Academy is reported, without delay, to the Academy's Safeguarding Lead, and in accordance with the Academy's Safeguarding Policy, who will manage the safeguarding concern or allegation in accordance with that Policy; and

1.1.7 promptly inform the Academy should the Supplier become aware of any fact or change in circumstances which may impact its ability to carry out the Services, and/or may put the beneficiaries of the Services at risk of harm.

#### 14. **Data Protection**

14.1 In this clause **Controller**, **Processor**, **Data Subject** and **Personal Data** shall have the meanings as defined in the Data Protection Legislation.

14.2 Each party agrees:

- (a) to comply with the Data Protection Legislation and not knowingly to do or omit to do anything which would result in a breach by the other party of Data Protection Legislation;
- (b) to provide reasonable assistance to the other party to enable it to comply with Data Protection Legislation.

14.3 Any breach of clause 13 by the Supplier shall be deemed a material breach of the Agreement and shall entitle the Academy to terminate the Agreement in accordance with clause 19.

#### Supplier as a Processor

14.4 To the extent that Supplier processes any Personal Data on behalf of the Academy while performing the Services, the parties agree that the Supplier shall do so as a Processor and the Academy shall be the Controller and clauses 14.5 to 14.10 below and Schedule 5 shall apply. For the avoidance of doubt, where the Supplier is a Processor, clauses 14.1 to 14.3 shall still apply.

14.5 The Supplier shall:

- (a) only carry out processing of any such Personal Data on the Academy's documented instructions from time to time;
- (b) take and/or implement all appropriate technical and organisational measures against unauthorised or unlawful processing of such Personal Data, and against accidental loss, alteration or destruction of, or damage to, such Personal Data, and ensure the security of such data at all times;
- (c) notify the Academy immediately of any security breach affecting any Personal Data;
- (d) not modify, amend or alter the contents of such Personal Data other than as strictly necessary for the purposes of performing the Services;
- (e) not disclose or permit the disclosure of any such Personal Data to a Data Subject or other third party unless authorised in writing by the Academy;
- (f) only use and process such Personal Data in accordance with the terms of this Agreement and in compliance with the provisions of Data Protection Legislation, and only then to the extent absolutely necessary for and in connection with the performance of the Services;
- (g) only transfer such personal data to countries outside the European Economic Area with the Academy's authority and subject to appropriate protections as required by Data Protection Legislation;
- (h) on termination of this Agreement or any earlier termination of the Supplier's right or obligation to process Personal Data on the Academy's behalf, and as otherwise directed by the Academy in respect of such Personal Data, the Supplier shall either:
  - (i) destroy the Personal Data and all copies thereof; or
  - (ii) transfer the Personal Data to the Academy or such other third party as the Academy may direct;

unless storage or other processing of the Personal Data is required by law.

- 14.6 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to compliance by it or the Academy with the Data Protection Legislation (including requests from Data Subjects for the exercising of their statutory rights), the Supplier shall promptly notify the Academy and shall provide it with full co-operation and assistance in relation to any such complaint, notice or communication.
- 14.7 The Supplier shall provide reasonable assistance to the Academy, having regard to the nature of processing and the information available to the Supplier in order to assist the Academy to comply with its obligations under Data Protection Legislation (including the notification of a Personal Data breach to the relevant regulator or to the Data Subject(s) affected, the preparation of data protection impact assessments, where appropriate).
- 14.8 The Supplier shall keep and provide to the Academy on request a record of the Supplier's use of the Personal Data and processing activities and shall make available to the Academy all information necessary (and allow for and contribute to audits or inspections) to demonstrate compliance with the Supplier's data processing obligations set out in this Agreement.
- 14.9 The Supplier shall ensure that its employees or other representatives who are authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 14.10 The Academy hereby authorises the Supplier to engage the third parties listed at Schedule 5 as subprocessors. The Academy hereby authorises the Supplier to engage new third parties to process the Personal Data on its behalf in connection with the performance of the Services provided that the Supplier:
- (a) gives the Academy prior notice of any new appointment of any such sub-processor before authorising any such new sub-processor to process Personal Data, such notice to be given no less than thirty (30) days before any sub-processing commences. If the Academy objects (such objection to be exercised reasonably) to the Supplier's use of a new sub-processor the Academy shall be entitled to terminate the Agreement upon written notice provided that such notice is given within fourteen (14) days of receipt of the Supplier's notification of the appointment of the sub-processor.
  - (b) enters into a written subcontract with such third party to ensure that it only processes the Personal Data in performing the specific obligations required of it under the subcontract and on data

processing terms no less onerous than those which bind Supplier under clauses 14.5 to 14.10 (in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation); and

- (c) remains at all times fully liable under the terms of this Agreement for all obligations in respect of the Personal Data, including for all acts or omissions of any third party sub-processor.

## 15. **Confidentiality**

15.1 Each party undertakes that it shall not at any time during this Agreement, and after the termination of the Agreement for such time as the relevant material is maintained as confidential, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15.4 The provisions of this clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

## 16. **Anti-Bribery**

The Supplier shall not, in the performance of its obligations under this Agreement, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Supplier shall comply with any policy or procedure governing anti-bribery imposed by the Academy and warrants that in providing the Services will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this condition to act improperly shall be interpreted in accordance with the Bribery Act 2010. The Academy shall be entitled to terminate this Agreement



immediately and to recover from the Supplier the amount of any loss resulting from a breach of this clause 16.

17. **Anti-Slavery and Human Trafficking**

In performing its obligations under this Agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and the Supplier represents, warrants and undertakes to the Academy that it conducts its business in a manner that is consistent with Applicable Laws relating to modern slavery and human trafficking.

18. **Limitation of liability**

18.1 Nothing in this Agreement:

- (a) shall limit or exclude the Supplier's or the Academy's liability for:
  - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law; or
- (b) shall limit or exclude the Supplier's liability under clause 9.4(c) (IPR indemnity) and clause 20.2 (TUPE indemnity).

18.2 Subject to clause 18.1:

- (a) neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement; and
- (b) the Academy's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to the Charges paid or payable in respect of that twelve month period.

18.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

18.4 The rights of the Academy under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

18.5 This clause 18 shall survive termination of the Agreement.

## 19. **Termination**

19.1 Without affecting any other right or remedy available to it, the Academy may terminate the Agreement:

- (a) with immediate effect by giving written notice to the Supplier if:
  - (i) there is a change of Control of the Supplier; or
  - (ii) the Supplier's financial position deteriorates to such an extent that in the Academy's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
  - (iii) the Supplier commits a breach of clause 12 (Compliance with laws and policies), clause 14 (Data Protection), and / or clause 16 (Anti-bribery)[, and clause 13 (Safeguarding)]; or
- (b) at any time by notice in writing to the Supplier to take effect on any date falling at least one (1) month (or, if the Agreement is less than three (3) months in duration, at least ten (10) calendar days) after the date of service of the relevant notice.

19.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## 20. **Consequences of termination**

20.1 On termination or expiry of this Agreement:



- (a) the Supplier shall immediately deliver to the Academy all Deliverables whether or not then complete and return all of the Academy Materials;
  - (b) the Supplier shall, if so requested by the Academy, provide all assistance reasonably required by the Academy to facilitate the smooth transition of the Services to the Academy or any replacement supplier appointed by; and
  - (c) any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
- 20.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 21. **Relationship between the parties**

- 21.1 Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Academy and the Supplier. The Supplier shall have sole responsibility for the wages, taxes etc payable to the staff and hereby indemnifies the Academy against any liabilities relating to their employment (including any liabilities under the Transfer of Undertakings (Protection of Employment) Regulations 2006 TUPE).
- 21.2 For the avoidance of doubt, the Supplier shall not be entitled to hold itself out (or describe itself) as an affiliate or partner of the Academy without the Academy's prior written consent.

## 22. **Publicity**

The Supplier shall not make any press announcements or publicise this Agreement in any way without the Academy's prior written consent and shall not do anything or cause anything to be done, which may damage the reputation of the Academy or bring the Academy into disrepute.

## 23. **Inadequacy of damages**

Without prejudice to any other rights or remedies that the Academy may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Supplier. Accordingly, the Academy shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## 24. Force majeure

24.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- (h) interruption or failure of utility service.

24.2 Provided it has complied with clause 24.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

24.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

24.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

## 25. **Non-solicitation**

Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services or (in the case of the Academy) in the receipt of the Services at any time during the duration of this Agreement as defined in accordance with clause 2 or for a further period of 6 months after the termination of this agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

## 26. **Assignment and other dealings**

26.1 Notwithstanding clause 26.2, the Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

26.2 The Supplier may only sub-contract its rights and obligations under this Agreement with the Academy's prior written consent and provided that:

- (a) the Supplier shall remain wholly liable to the Academy in relation to its obligations under this Agreement notwithstanding such sub-contracting;
- (b) the Supplier shall enter into a written agreement with any sub-contractor which contains terms no less onerous than those contained in this Agreement and which shall terminate on or before any termination or expiry of this Agreement (including early-termination);
- (c) the Supplier shall be liable to the Academy for any breach, act or omission caused by any sub-contractor;
- (d) no sub-contractor will have any rights under this Agreement (or in law) to enforce any right or obligation under this Agreement.

26.3 The Academy may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

## 27. **Variation**

Subject to clause 6 (Changes), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 28. **Waiver**

- 28.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 28.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 28.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

## 29. **Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 30. **Severance**

- 30.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 30.2 If any provision or part-provision of this Agreement is deemed deleted under clause 30.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 31. **Entire Agreement**

- 31.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 31.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 31.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## 32. **Conflict**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the schedules, the provisions of this Agreement shall prevail.

## 33. **Third party rights**

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 34. **Notices**

34.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the authorised representative.

34.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 34.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

34.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 35. **Counterparts**

35.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

35.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect

as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

35.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

### 36. Multi-tiered dispute resolution procedure

36.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**), then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Academy Manager and the Supplier Manager shall attempt in good faith to resolve the Dispute;
- (b) if the above authorised representatives are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the **[INSERT SENIOR OFFICER TITLE]** of the Academy and **[INSERT SENIOR OFFICER TITLE]** of the Supplier who shall attempt in good faith to resolve it; and
- (c) if the **[INSERT SENIOR OFFICER TITLE]** of the Academy and **[INSERT SENIOR OFFICER TITLE]** of the Supplier are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than fourteen (14) days after the date of the ADR notice.

36.2 No party may commence any court proceedings under clause **38** (Jurisdiction) in relation to the whole or part of the Dispute until fourteen (14) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

36.3 If the Dispute is not resolved within fourteen (14) days after service of the ADR notice, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause **38** (Jurisdiction).



37. **Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

38. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.



On behalf of: [insert full name of **Supplier**]:

SIGNED by [print name]:

Position:

Signature:

On behalf of the **Royal Academy of Engineering**:

SIGNED by [print name]:

Position:

Signature:

## Schedule 1      **The Services**

- Services: [LIST SERVICES PROVIDED UNDER THIS AGREEMENT AS FULLY AS POSSIBLE]
- [Service Levels:]
- Academy Materials: [SPECIFY]
- Supplier's Equipment: [SPECIFY]
- Milestones: [ANY SPECIFIC MILESTONES CAN BE SET OUT HERE IF APPLICABLE.]
- Timetable: [TIMETABLE FOR PERFORMANCE OF SERVICES]
- Deliverables: [DELIVERABLES FOR SERVICES - materials produced / outcome of services]

## Schedule 2 Charges, costs and payment

### Charges: **FIXED PRICE**

#### Fixed price:

- The total charges for the Services are £[AMOUNT] including VAT.
- The fixed price is calculated as follows: [CALCULATION METHOD].

#### Payment terms:

- [Final report submitted and approved by the Academy.]

### **[Costs of third party materials and services charged in addition to the Charges:**

The following materials and services procured from third parties shall be invoiced to the Academy in addition to the Charges: [INSERT DETAILS]



Schedule 3

**Supplier's Manager and Academy's Manager**

**Supplier's Key Personnel:**

- Supplier's Manager: [NAME]

**Academy Manager:**

- Academy's Manager: [NAME]

## Schedule 4      **Mandatory Policies**

The Mandatory Policies are:

- Modern Slavery Policy.
- Diversity and Inclusion Policy
- Anti-Bribery Policy.
- Anti-Bullying and Harassment Policy.
- Privacy Policy.
- Safeguarding Policy.

Copies of the policies are available here: <https://raeng.org.uk/programmes-and-prizes/programmes/uk-grants-and-prizes/support-for-research/programme-policy-documents>

## Schedule 5 Data processing details

### Chapter 1 Table of data processing

The table below outlines the data being shared and processed. The section below is the guidance notes for filling out this table.

### Chapter 2 Categories of data subjects

*Think about whose personal data is being processed as a result of the contract, and list all of the categories of data subjects which are included in the personal data being processed.*

Where any of the following is itself a business or organisation, it includes their staff.

Examples of categories of data subjects are:

- Fellows
- Grant applicants
- Grant awardees
- Suppliers
- Staff
- Pupils

### Chapter 3 Categories of data

*Think about what the personal data is being processed and list all of the categories of personal data which are being processed.*

When identifying what data to collect, it is important to consider future data portability and utility into Academy databases such as CRM.

The following is a list of standard descriptions of categories of data:

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.
- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.
- Financial details, including information relating to the financial affairs of the data subject, including income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, and pension information.
- Other (please provide details of other data subjects)

## Chapter 4 Nature and purpose of processing operations

Think about how the data processor will be using and handling the personal data transferred to it, and list all of the processing activities which apply.

List the processing activities which may be carried out.

The personal data processed will be subject to the following activities (please specify):

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

## Chapter 5 Date of data handover and deletion

The Academy representative together with the supplier will decide when the data will be handed over and deleted by the Supplier.

## Chapter 6 D&I data

If the Supplier is collecting D&I information from data subjects on behalf of the Academy, it must use the Academy's most up to date D&I monitoring form<sup>2</sup> which must also be attached to Schedule 5 of the contract.

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<sup>2</sup> This document is owned and updated by the Academy's D&I team



<b>Data Sharing Agreement</b>	
<b>Categories of data subjects</b>	
<i>Whose data will be processed?</i>	
<i>Examples include Royal Academy of Engineering staff, Programme applicants / participants, Fellows</i>	
<b>Nature and purpose of processing operations</b>	
<p><i>The Supplier is permitted to process the personal data only for the purposes of achieving the objectives and deliverables outlined in Schedule 1. Processing operations may include:</i></p> <ul style="list-style-type: none"> <li><i>Receiving data, including collection, accessing, retrieval, recording, and data entry</i></li> <li><i>Holding data, including storage, organisation, and structuring</i></li> <li><i>Using data, including analysing, consultation</i></li> <li><i>Updating data, including correcting, adaptation, alteration, alignment and combination</i></li> <li><i>Protecting data, including restricting, encrypting, and security testing</i></li> <li><i>Sharing data, including disclosure, dissemination, allowing access or otherwise making available – only where agreed</i></li> </ul> <p><i>The processing operations will take place on the Supplier's own systems. For the avoidance of doubt, the personal data cannot be shared with any other third-party organisation unless agreed with the Academy first, and the personal data must be deleted from Supplier systems as per the below data deletion date.</i></p>	
<b>Data processing period</b>	<i>From Contract Signature To September 2023</i>
<b>Data deletion date</b>	<i>Typically 3-6 months after data processing period.</i>
<b>Academy representative</b>	<i>Main relationship holder</i>
<b>List of subcontractors (if applicable)</b>	
<i>Will the Supplier be sharing the personal data with another 3rd party in order to achieve the service objectives? If yes, list the 3rd parties here. If no, state "No subcontractors will be used in this Agreement".</i>	
<b>Supplier Data Protection Officer contact details</b>	
<b>Name</b>	
<b>Email address</b>	
<b>Telephone number</b>	
<b>Data field</b>	<b>Category of data</b>
<i>Last name</i>	<i>Personal Data</i>
<i>Email</i>	<i>Personal Data</i>
<i>Gender</i>	<i>Special Category Data</i>
<i>Ethnicity</i>	<i>Special Category Data</i>