Royal Academy of Engineering

Appendix 3 Enterprise Terms and Conditions

As specified in the Letter of Offer, in addition to the Royal Academy of Engineering's Terms and Conditions the following terms and conditions apply to your Award.

1. Definitions

a. **Confidential Information**: all confidential or proprietary information (however conveyed, recorded or preserved) that is disclosed or made available (in any form or medium), directly or indirectly, by the Recipient, other Award Recipients, or the Academy whether before or after the date of the Grant Agreement, including but not limited to:
    i. Any information that ought reasonably to be considered confidential or proprietary (whether or not it is so marked) relating to:
        1. business affairs, financial information, ideas, plans, proposals, agreements with third parties, intentions, customers, beneficiaries, suppliers, assets, market opportunities, or marketing;
        2. operations, processes, product information, technical information, know-how, design rights, trade secrets, or software;
    ii. any information, findings, data, or analysis derived from Confidential Information;
    iii. any information that ought reasonably to be considered confidential or proprietary (whether or not it is so marked) developed by the Recipient, other Third Parties, or the Academy in the course of delivering the Grant Activities; and
    iv. any other information that is identified by the disclosing party as being of a confidential or proprietary nature.
b. **Third Party**: any person or organisation other than the Academy or the Recipient.

2. Confidential Information

a. The Recipient shall at all times and as far as reasonably practical:
    i. Treat any Confidential Information as confidential and safeguard it accordingly, and to the same standard as it would safeguard any Confidential Information relating to its own business.
    ii. Keep confidential any and all Confidential Information discussed during Grant Activities, including training sessions and coaching sessions or with a Mentor or Academy staff member, be it information from any Third Party present.
b. The Recipient will only disclose Confidential Information to the Academy, their Mentor, or other Third Parties or Award Recipients which they have the authority to disclose and will seek prior approval from relevant Third Parties (including but not limited to co-founders or shareholders), where appropriate.
c. The Recipient will not seek to commercially exploit or benefit in any way from any Confidential Information disclosed by a Third Party.
d. The Recipient will immediately notify the Academy by appropriate means (followed by a written notice as soon as reasonably possible) of any actual or potential breach of confidence in respect of any Confidential Information, and take any reasonable steps to end, avoid, prevent, reduce or mitigate any adverse effects of any such breach.