Royal Academy of Engineering

Appendix 4 ICRF 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.

3. Additional Data Management and Storage requirements

a. In addition to the requirements laid out in sections 12 and 13 of the Academy's Research, Development and Innovation Terms and Conditions, the Recipient will comply with the Funder's Good Data Management Principles;
   i. Research data must be generated using sound scientific techniques and processes;
   ii. research data must be accurately recorded in accordance with good scientific practices by the people conducting the research;

iii. research data must be analysed appropriately, without bias and in accordance with good scientific practices;
iv. research data must be stored securely and easily retrievable;
v. data trails must be kept to allow people to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research; and
vi. the Funder shall have the right, on not less than 30 days written notice, to visit the Academy or Host Institution to verify that it is complying with the above practices and procedures.

b. The Host Institution shall retain all records of the work performed and the results obtained for five years after the period of the Award.
c. The Host Institution will furnish the Funder with the records outlined in 3b when requested with reasonable notice.

4. Intellectual property and management of results

a. Each Party grants the other a royalty free, non-exclusive licence to use its Background for the purpose of carrying out the Programme but for no other purpose.
b. The Host Institution shall grant to the Crown an irrevocable, non-exclusive, royalty free licence to use the assigned Results, Background and Foreground Intellectual Property for the purposes of research, to the extent that the Research Institution is legally able to. Neither party may grant any sub-license to use the others Background except that:
    i. Should either party wish to use or disclose Background belonging to the other Party for any purpose not provided for in clause 4a above, that Party may approach the other Party to request a licence. The Party owning the Background may at its sole discretion, decide to grant such a licence on fair and reasonable terms to be agreed between the Parties.

5. Additional Publication and publicity requirements

a. Where the findings of the Grant Activities are to be made public, the Recipient and the Host Organisation will:
    i. provide a copy of the draft publication to the Funder no less than 30 days prior to the intended date of submission of the publication;
    ii. take due account of all and any comments received from the Funder in relation to the draft publication within the 30 days notice period; and
    iii. on request, either delete or remove any Confidential Information belonging to the Funder from the draft publication or delay the intended publication for up to a period of three months if necessary to enable the Funder to prepare and file a patent application for any patentable inventions comprised within the findings which would be prejudiced by the relevant publication.
b. Neither Party shall make any press announcement or publicise in anyway the Agreement or the relationship between the Parties concerning the Programme until the relevant press release has been approved in writing by the other Party.