**Invitation To Tender:**

**The Royal Academy of Engineering Enterprise Hub is seeking a provider to carry out economic impact evaluation of** [**Shott Scale Up Accelerator**](https://enterprisehub.raeng.org.uk/shott-scale-up)



# Deadline for submissions:

# 10:00 Monday 13 May 2024

**Interviews dates:** 28 & 29 May 2024

**All expressions of interest, submissions and queries should be sent to**: Daniel Boggon, Programme Manager, Enterprise, at [daniel.boggon@raeng.org.uk](mailto:daniel.boggon@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.

# Invitation to tender

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This invitation to tender invites proposals to undertake an economic impact evaluation of the Shott Scale Up Accelerator Programme, delivered by the Royal Academy of Engineering’s Enterprise Hub.

The full scope of the project is outlined in the following sections, and more information on the Academy and the Enterprise Hub is detailed in Annex A.

# Shott Scale Up Accelerator programme evaluation

## Background

**Enterprise Hub:**

The Royal Academy of Engineering Enterprise Hub supports talented entrepreneurs and decision makers to transform breakthrough engineering innovations into disruptive spinouts, startups and scaleups.

Our entrepreneurs benefit from the prestigious national and global network of the Academy’s Fellows and experts. We have delivered 10 years of success, enabling our members to form a powerful, thriving, and supportive community of over 350 innovators. We run four programmes at multiple stages, from ideation to scaleup, for entrepreneurial engineers at different career points. Thanks to our charitable status, we don’t take equity, fees or IP.

**Shott Scale Up Accelerator:**

The Shott Scale Up Accelerator is a twelve-month programme that develops, nurtures, and strengthens the leadership capabilities of senior decision-makers in high-growth engineering and technology SMEs to scale their business to the next level.

The Shott Scale Up Accelerator places the personal development of leaders at the heart of its activities, with opportunities for peer learning in cohorts dedicated to deep tech SMEs.

The programme supports SME business leaders overcome growth pains and achieve their full potential by providing:

* £10,000 of grant funding for leadership course(s) of awardee choosing.
* Mentoring from our extensive pool of the Academy Fellows (FREng) and industry experts throughout the award.
* 6 months of 1:1 leadership coaching.
* 6 months of Masterclasses and workshops in topics including: People & culture, Good governance, Customer acquisition, Product and service delivery, Securing growth capital and Access to new markets.
* Access to a range of optional sessions, roundtables, and exclusive networking events.
* Membership of the Enterprise Hub’s community and networks for life.
* Access to our co-working workspace in central London.
* PR and marketing support.

A diagram of a diagram

Description automatically generatedFigure 1 below Shows the Shott Scale Up Accelerator Logic Model, detailing the inputs utilised to deliver the programme, the activities, and outputs of the programme, and their desired outcomes and impacts.

Figure 1. Shott Scale Up Accelerator Logic Model

## Purpose and scope of the evaluation

The evaluation should seek to quantify **the impact, competitiveness, and value for money** of the Shott Scale Up Accelerator.

The outcomes of the evaluation research should serve the following functions:

1. Inform internal planning on the future of the Shott Scale Up Accelerator, including its design, delivery, and approaches to monitoring and evaluating its outcomes and impacts in line with the Academy’s overall strategic goals.
2. Demonstrate to the programme funders evidence of economic and societal impact in the UK and internationally. Evidence should be broken down into the 9 regions of England, Scotland, Wales and Northern Ireland, with non-UK activity recorded at country level.

The evaluation should support the team in updating and enhancing our Shott Scale Up Accelerator “Logic Model”, and where feasible conveying this into a “Theory of Change”. Suppliers should help us define our USP, validate our KPI’s, test our product market fit, and measure how we compare with our competitors in the UK and best practice globally.

Awardees evaluated should be those who attended the programme since it rebranded in 2021. More information on the rebrand and the past evaluation that informed this event can be found in Annex A. Awardees of the programme should only be those who have completed the programme and exclude those who have had awards rescinded.

## Primary objectives

The evaluation should attempt to measure the programme in the following areas:

1. The extent to which the Shott Scale Up Accelerator is uniquely positioned to support engineering and technology entrepreneurs in the UK, including consideration of the following:
   1. Measurement of how the programme format, content and effectiveness compares with other similar programmes in the UK, but also best practice globally.
   2. Ways in which the programme can be considered “Best in Class”, defining what this means and how close we are to achieving this. Suggest improvements that can be made to programme content and delivery to achieve this.
   3. Suitability of the approach to selection compared with other similar UK programmes, but also best practice globally.
2. The effectiveness of each of the programme’s specific ‘activities’ (as detailed in Figure 1). Include measurement and comment on each activity’s impact on the awardees’ leadership skills evolution, and their ability to scale their businesses. A counterfactual analysis should be undertaken where possible.
3. To what extent the programme has contributed to economic and societal impacts. Impacts measured should include: programme objectives as indicated in logic model 'outcomes' and 'impacts’ (Figure 1); The Royal Academy of Engineering [2020-25 Strategy](https://raeng.org.uk/about-us/our-strategy); funder priority impact areas (including where relevant: effects on jobs and employment, UK research capacity, productivity, levelling up, R&D private sector leverage, and contributions to supporting Net Zero. This includes contributions to themes such as the [7 technology family areas](https://assets.publishing.service.gov.uk/media/61110f2fd3bf7f04402446a8/uk-innovation-strategy.pdf), current strategic priorities and any future mission structures), and wider and unexpected benefits. A counterfactual analysis should be undertaken, where possible.
   1. The extent to which outcomes of the programme differ across different diversity groups and why. This should include the equality of our programme’s reach, outcomes, and should be measured and presented in detail, where GDPR regulations allow.
   2. The evaluation should measure the business impact of the programme, including but not limited to potential metrics such as: awardee companies valuation growth, revenue growth (including EBITDA analysis where possible), headcount increase, funding raised via grants, debt and equity, and business changes implemented as a direct result of the programme, such as; new or significantly improved products, services or processes developed and implemented, customers acquired and their locations, new markets entered, and governance impacts such as strategy pivots, Non-Executive Director (NED) and Chair additions. Final measured metrics will be discussed and agreed upon at a later date.
      1. International business impacts should also be measured, including markets expanded to, opening of international offices, global income, use of distributors in other economies and any other measures the provider feels appropriate.
   3. The extent to which the programme delivers value for money for its funders in its delivery and outcomes. Where possible, this may include producing estimated returns on investment.
4. Measure the suitability of our current approach to monitoring, evaluation, and learning (MEL) of the programme. Include comment on current metrics and KPIs, and alignment with Enterprise Hub and Academy strategic objectives.

## Secondary objectives (non-compulsory)

1. Measure the extent to which the programme develops role models in the UK’s engineering and technology ecosystem, promoting diversity and inclusion in UK engineering and technology whilst doing so.
2. Measure how well known and how well respected the programme is in the UK’s engineering and technology SME ecosystem.
3. Measure the extent to which the programme contributed to the success of subsequent businesses the awardee was employed by in leadership positions.
4. There is the option for the provider to discuss any other benefits arising from the programme and explore supporting data as desired.

## Methodology

Suppliers are required to suggest an appropriate methodology to achieve the purpose of the evaluation. Qualitative or exploratory approaches that seek to elicit the nature and extent of the programme’s impact, and how the programme achieves impact, will be welcome.

If proposing metrics to assess performance or comparators, Suppliers should detail any assumption made about availability and accessibility of programme and comparator data.

The impact evidence must reach standards of robustness expected by the Funders, demonstrating that the programme is causing the impact shown using control groups or other methods of capturing the counterfactual where possible. Methodology should be in line with the governments Magenta Book and The Green Book standards.

A summary of the relevant sources and documentation for the study, including commentary on the quality and reliability of any datasets/resources you will find below:

* Programme KPI Dashboard (some accuracy issues exist due to varied data sources)
* Awardee reports containing relevant financial data (direct from awardees and should be considered reliable at date of submission)
* D&I data surveys available from the Grant Management System (GMS) (optional form so not 100% complete)
* Previous report executive summary (now quite outdated)

## Stakeholders to be engaged

The evaluation should be carried out by engaging with:

* Beneficiaries of the award, including present programme awardees, alumni, and employees of participant companies.
* Department for Science, Innovation and Technology (DSIT), the primary programme funder
* Ian Shott CBE FREng, private donor to the programme
* Enterprise Hub staff
* Shott Scale Up Accelerator programme steering group
* Enterprise Committee members
* Training provider organisations
* Programme coaches
* Programme mentors
* The ScaleUp Institute
* Scale up business leaders who have not participated in the programme
* Other scale up accelerators
* Other stakeholders as the provider considers appropriate.

The programme team will make every effort to convene and facilitate access to stakeholders for interviews and/or group discussions. Stakeholders external to the Academy should be convened by the Suppliers.

## Results to be achieved by the Suppliers

The Suppliers shall deliver the following two reports:

* An interim report of the Shott Scale Up Accelerator evaluation by 10am Monday 14 October 2024
* A final report of the evaluation by 10am Monday 25 November 2024.

The final report should include both a version that can be published and shared freely, and a second available only for the Academy, its Fellows and staff which contains any restricted or confidential information. The internal copy of the report will be used as guidance for further iteration and improvement to the programme in any recommended aspects, and as such should include examples of best practice wherever possible.

## Budget and payment schedule

A budget of up to £65,000 inclusive of VAT is available for the evaluation. The payment schedule will be as follows: £30,000 by 02 August 2024 following the signature of contract, £20,000 by 01 November 2024 following satisfactory completion and submission of the interim report, and £15,000 by 20 December 2024 following satisfactory delivery of the final report and completion of project.

## Procurement schedule

Table 1. Procurement Schedule

|  |  |
| --- | --- |
| Issue of ITT (this document) | 17 April 2024 |
| Deadline for submission of clarification questions to RAEng | 03 May 2024 |
| Deadline for RAEng to respond to all clarification questions | 07 May 2024 |
| Deadline for the submission of proposals | 10:00 13 May 2024 |
| Shortlisted and rejected suppliers notified | 24 May 2024 |
| Interviews of the shortlisted suppliers | 28 & 29 May 2024 |
| Appointment of the supplier | 03 June 2024 |
| Contract signed by | 24 June 2024 |
| Inception meeting | w/c 01 July 2024 |
| Interim report submission | 14 October 2024 |
| Final submission | 25 November 2024 |

## Content of the proposals

Please include the following in your proposal:

* **Organisational background** (no more than 2 pages): please explain if you are applying as an autonomous organisation or as a formal consortium. Please clearly explain the role of each participating team member.
* **Proposed content** (no more than 4 pages): Proposed approach and methodology including sample interview questions for the stakeholders.
* **Project management** (no more than 2 pages): Please provide a brief overview of the project costs and project plan, illustrating how you intend to meet the stated deadlines.
* **Track record**: track record to date in undertaking similar projects; please include CVs of all proposed members of the project team.
* **References**: Please provide the contact details of two references, who we may contact for input should you be invited to interview.
* **Other**: Latest set of Annual Accounts. An appropriate level of professional risk indemnity insurance.

Responses should demonstrate value for money (e.g., by building on existing research, leveraging off other analyses of the group, etc.) and consideration of diversity and inclusion.

## Proposal submission information

* Please note that proposals should be submitted as one single document.
* All proposals must remain valid for a period of 90 days from the date of submission by the vendor.
* 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.

All expressions of interest, submissions and queries should be sent to: Daniel Boggon, Programme Manager, Enterprise, at [daniel.boggon@raeng.org.uk](mailto:daniel.boggon@raeng.org.uk)

*\*Note our mailbox size limit is 25Mb so for documents over this limit submitting a download link will be required.*

## Selection criteria

In selecting proposals for interview, we will consider the following criteria:

Table 2. Selection criteria

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of criteria** | | | | **Score** | **Weighting** | **Max Points** |
| Proposed content: appropriateness of approach and methodology. | | | | 0-5 | 4 | 20 |
| Project management: appropriateness of timescales and project delivery process | | | | 0-5 | 2 | 10 |
| Track record: relevance of the experience of individual team members. | | | | 0-5 | 1 | 5 |
| Track record: experience of similar service provision. | | | | 0-5 | 2 | 10 |
| Other: suitable financial standing and level of professional indemnity insurance. | | | | 0-5 | 1 | 5 |
|  |  |  |  | Total | **50** | |

## Award criteria

In selecting the preferred supplier, we will consider the following criteria:

Table 3. Award criteria

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of criteria** | | | | **Score** | **Weighting** | **Max Points** |
| Project management: delivery process and timescale are clear and realistic | | | | 0-5 | 2 | 10 |
| Cost: budget is clear, and all costs to deliver the projected accounted for. | | | | 0-5 | 1 | 5 |
| Cost: value for money is clear and proposal competitively priced. | | | | 0-5 | 1 | 5 |
| Team: Quality of team, their expertise and experience. | | | | 0-5 | 2 | 10 |
| References: suitability of nominated references and quality of references received back. | | | | 0-5 | 1 | 5 |
| Presentation: quality of presentation. | | | | 0-5 | 2 | 10 |
| Other: Any additional services offered | | | | 0-5 | 1 | 5 |
|  |  |  |  | **Total** | **50** | |

## Scoring

Written proposals will be scored by at least three members of the Academy team, and the three highest scoring proposals as determined by the selection criteria subset of scores will be invited to present to the Interview panel.

The Interview panel will consider both the selection criteria and award criteria scores to give a weighted mark out of 100. The panel may freely revise their selection criteria scores based on the performance at the interview panel, and the selection criteria scores are not binding. The proposal with the highest total score will be awarded as the preferred supplier. Scores will be awarded as follows:

Table 4. Scoring framework

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

**Note**: to score well (i.e. 3 and above) the evaluation panel will look for clear evidence.

**ANNEX A**

# The Royal Academy of Engineering

As the UK’s national academy for engineering, we bring together the most successful and talented engineers from across the engineering sectors in a Fellowship, for a shared purpose: to advance and promote excellence in engineering.

We provide analysis and policy support to promote the UK’s role as a great place to do business. We take a lead on engineering education, and we invest in the UK’s world-class research base to underpin innovation. We work to improve public awareness and understanding of engineering.

We are a national academy with a global outlook, and we use our international partnerships to ensure that the UK benefits from international networks, expertise and investment.

# Text, chat or text message Description automatically generatedThe Royal Academy of Engineering - Theory of Change

Figure 2. The Royal Academy of Engineering - Theory of Change

# Enterprise Hub

**Who are we?**

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.

**Why are we different?**

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.

We have delivered 10 years of success, enabling our members to form a powerful, thriving, and supportive community. We run four programmes at multiple stages, from ideation to scaleup, with support for entrepreneurial engineers at different career points. We don’t take equity, fees or IP. Thanks to our charitable status, we can focus on supporting excellence in engineering by helping innovators to fulfil their potential, founding and leading enterprises.

**What do we offer?**

We offer smart and flexible training, and access to the unique mentoring capability of the highly talented engineers and business leaders that make up the Fellowship of the Academy, and the Hub’s network of experts. The Enterprise Hub provides a dedicated presence across the UK, with hubs located in England, Northern Ireland, Scotland and Wales, that embed training and opportunities into the local ecosystem. Hub Members gain long-lasting benefit and support from the Academy’s global network and unmatched convening ability. Once you’re part of the community, you’re a Hub Member for life.

Further information about the Hub and its activities can be found here: <https://enterprisehub.raeng.org.uk/>

# Shott Scale Up Accelerator, Key Historical Context

The Shott Scale Up Accelerator is funded by the Department of Science, Innovation and Technology (DSIT) and Ian Shott CBE FREng, a highly successful entrepreneur, who has played a pivotal role in establishing and growing the Enterprise Hub since its inception in 2013.

The programme is built on the understanding that supporting the growth of a dynamic, home-grown SME sector is vital to UK’s economic growth. To succeed in this ambition, we must support a new generation of entrepreneurial engineers to scale their businesses.

We believe connections should be built to last, so participants can expect a lifetime of support through connection to an exceptional community of engineers and innovators, mentors, coaches and over 400 Enterprise Hub Members and Academy Fellows. All support is offered at no cost to awardees or companies, we do not take equity and we do not charge fees to participate in the programme.

The scale up support programme has been running since 2016 and is now entering its 15th cycle. In that time, it has changed name and structure throughout, but has remained largely in its current form since our last evaluation in 2020, for the last 4 complete cycles, with 1 more at its midway point at present. It is expected that this new review will measure the impact of the award since its last evaluation was published in January 2020, focusing on these 4 ½ complete cycles including 69 awardees.

# Past Evaluations

The previous external evaluation of the programme was conducted when the programme existed under its previous name, the “SME Leaders Programme”, and was published in January 2020, with work conducted throughout the latter half of 2019. Technopolis was appointed as the supplier to deliver the report.

The previous report was used to redesign the SME Leaders programme and rebrand, becoming the Scale Up Accelerator, before Ian Shott CBE FREng formally donated funds and the programme was named the Shott Scale Up Accelerator.

Feedback from the report was also used to identify specific areas in which the 1:1 support provided by the programme managers could be strengthened, which have since been implemented.

The previous report executive summary will be available to interviewed candidates upon request.

**ANNEX B**

# 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 Day Month Year

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

1. The Supplier is in the business of providing [*insert brief description of services*].
2. 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. Definitions.

1. Academy's Manager: the individual identified as such in Schedule 3, being the person responsible for managing the Services on behalf of the Academy.
2. 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).
3. Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.
4. **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.
5. Charges: the sums payable for the Services, as set out in Schedule 2.
6. Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
7. 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.
8. 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).
9. 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.
10. Mandatory Policies: the Academy's business policies listed in Schedule 4, as amended by notification to the Supplier from time to time.
11. Milestones: a date by which a part of the Services is to be completed, as set out in Schedule 1.
12. Services: the services set out in Schedule 1, including services which are incidental or ancillary to such services.
13. 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.
14. 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.
15. **VAT**: value added tax chargeable from time to time in accordance with the provisions of the Value Added Tax Act 1994.
    1. Interpretation:
       1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
       2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
       3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
       4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
       5. 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.
       6. 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.
       7. A reference to **writing** or **written** includes email.
       8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
       9. 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.
       10. 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.
16. Commencement and duration
    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. The Supplier shall provide the Services to the Academy in accordance with this Agreement from [*insert date*] **OR** [the date of this Agreement].
17. Supplier's responsibilities
    1. The Supplier shall:
       1. provide the Services and the Deliverables in accordance with Schedule 1;
       2. 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;
       3. 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;
       4. 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;
       5. co-operate with the Academy in all matters relating to the Services;
       6. comply with the Academy's instructions and guidelines as issued by the Academy time to time;
       7. obtain and at all times maintain all licences, permissions, authorisations, consents and permits which may be required for the provision of the Services;
       8. 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:
          1. the Services; and
          2. the installation and use of the Supplier's Equipment;
       9. 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;
       10. 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;
       11. 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;
       12. notify the Academy in writing immediately upon the occurrence of a change of Control of the Supplier; and
       13. 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.
    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:
       1. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
       2. 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;
       3. hold the Supplier accountable for any loss and additional costs incurred; and
       4. have any sums previously paid by the Academy to the Supplier in respect of the affected Services refunded by the Supplier.
    3. In relation to the Supplier's personnel, the Supplier shall:
       1. 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;
       2. 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;
       3. 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
       4. 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.
    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.
18. Academy's obligations

The Academy shall:

* + 1. co-operate with the Supplier in all matters relating to the Services;
    2. 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
    3. provide to the Supplier all documents, information, items and materials required under Schedule 1.

1. 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.

1. Changes
   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.
   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.
   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.
2. Governance and records
   1. The Supplier shall:
      1. 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
      2. submit progress reports to the Academy at the times and in the format specified by the Academy.
   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.
3. Charges and payment
   1. In consideration of the provision of the Services by the Supplier, the Academy shall pay the Charges.
   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.
   3. If and only if the Charges are calculated on a time and materials basis (this to be expressly stated in Schedule 2):
      1. 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;
      2. 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
      3. 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.
   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.
   5. Not Applicable
   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.
   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.
4. Intellectual Property Rights
   1. In relation to the Academy Materials:
      1. the Academy and its licensors shall retain ownership of all Intellectual Property Rights in the Academy Materials; and
      2. 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.
   2. Subject to clause 9.3, in consideration of the Charges, the Supplier hereby assigns, and agrees to assign, to the Academy absolutely with full title guarantee all of the Supplier’s right, title and interest in and to all Intellectual Property Rights arising in the Deliverables or otherwise produced in the course of performance of the Services.
   3. Where the Supplier’s Background Intellectual Property forms part of any Deliverables supplied to the Academy in the course of providing the Services, the Supplier will be deemed to have granted the Academy a non-exclusive, perpetual, irrevocable royalty-free licence to use such Background Intellectual Property as part of such Deliverables and for such purposes as are necessary to allow the use and exploitation of the Deliverables by the Academy, or its licensees, successors and assignees.
   4. The Supplier:
      1. warrants that all works in the Deliverables shall be their own original work and shall not be copied, whether directly or indirectly, from any other work and that other than as provided under clause 9.2 the Supplier is the sole owner of the entire right, title and interest in and to all Intellectual Property Rights in the Deliverables;
      2. warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Academy Materials) by the Academy and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
      3. shall indemnify the Academy in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Academy arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding the Academy Materials).
   5. To the extent permitted by law the Supplier hereby irrevocably waives any rights they may have pursuant to this Agreement under Sections 77 and 80 of the Copyright, Designs and Patents Act 1988. The Supplier further undertakes to procure that all personnel involved in the provision of the Services irrevocably waive any rights they may have pursuant to this Agreement under Sections 77 and 80 of the Copyright, Designs and Patents Act 1988.
   6. The Supplier shall not use the name, logo and / or trade mark of the Academy without the Academy’s prior written consent.
5. [*optional* Intellectual Property Rights Licence – licence-back to the Supplier for the Supplier’s non-commercial purposes
   1. The Academy hereby grants the Supplier a non-exclusive, royalty-free license to use, reproduce, modify and adapt the Intellectual Property Rights in the Deliverables for the Supplier’s non-commercial research purposes. ***Optional:*** This licence shall continue until [[*insert date of termination of licence]* when it shall expire].
   2. The rights grants in clause 10.1 are subject to the Supplier:
      1. providing the Academy access to the research generated through the Supplier’s use or the Deliverables, such access to be provided free of charge; and
      2. acknowledging the Academy in any academic or research papers or materials that have been generated from the Supplier’s use of the Deliverables.]

[*Note: This optional clause should only be used if the Academy has engaged a research group (the Supplier) to conduct a research project and the Academy wants the Supplier to continue using the IP in the Deliverables without reference to the Academy. This clause should only be used if the Academy owns the IP in the Deliverables (i.e. the Agreement contains Option 1 from clause 9 above).*]

1. 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.

1. Compliance with laws and policies

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

* + 1. the Applicable Laws and the Supplier will inform the Academy as soon as it becomes aware of any changes in the Applicable Laws; and
    2. the Mandatory Policies.

1. Safeguarding
   1. If the Services involve interaction with children or adults at risk, the Supplier agrees to:
      1. comply with the Academy’s Safeguarding Policy (as amended from time to time), as appropriate;
      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);
      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;
      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;
      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 as 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;
      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
      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.
2. Data Protection
   1. In this clause **Controller**, **Processor**, **Data Subject** and **Personal Data** shall have the meanings as defined in the Data Protection Legislation.
   2. Each party agrees:
      1. 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;
      2. to provide reasonable assistance to the other party to enable it to comply with Data Protection Legislation.
   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

* 1. 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.
  2. The Supplier shall:
     1. only carry out processing of any such Personal Data on the Academy’s documented instructions from time to time;
     2. 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;
     3. notify the Academy immediately of any security breach affecting any Personal Data;
     4. not modify, amend or alter the contents of such Personal Data other than as strictly necessary for the purposes of performing the Services;
     5. 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;
     6. 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;
     7. 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;
     8. 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:
        1. destroy the Personal Data and all copies thereof; or
        2. 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.

* 1. 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.
  2. 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).
  3. 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.
  4. 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.
  5. 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:
     1. 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.
     2. 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
     3. 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.

1. Confidentiality
   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.
   2. Each party may disclose the other party's confidential information:
      1. 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
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   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.
   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.
2. 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.

1. 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.

1. Limitation of liability
   1. Nothing in this Agreement:
      1. shall limit or exclude the Supplier's or the Academy's liability for:
         1. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
         2. fraud or fraudulent misrepresentation;
         3. 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
      2. shall limit or exclude the Supplier's liability under clause 9.4(c) (IPR indemnity) and clause 21.1 (TUPE indemnity).
   2. Subject to clause 18.1:
      1. 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
      2. 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.
   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.
   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.
   5. This clause 18 shall survive termination of the Agreement.
2. Termination
   1. Without affecting any other right or remedy available to it, the Academy may terminate the Agreement:
      1. with immediate effect by giving written notice to the Supplier if:
         1. there is a change of Control of the Supplier; or
         2. 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
         3. 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
      2. 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.
   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:
      1. 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;
      2. 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
      3. 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.
3. Consequences of termination
   1. On termination or expiry of this Agreement:
      1. the Supplier shall immediately deliver to the Academy all Deliverables whether or not then complete and return all of the Academy Materials;
      2. 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
      3. 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.
   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.
4. Relationship between the parties
   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).
   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.
5. 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.

1. 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.

1. Force majeure
   1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
      1. acts of God, flood, drought, earthquake or other natural disaster;
      2. epidemic or pandemic;
      3. 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;
      4. nuclear, chemical or biological contamination or sonic boom;
      5. 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;
      6. collapse of buildings, fire, explosion or accident;
      7. 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
      8. interruption or failure of utility service.
   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.
   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.
   4. The Affected Party shall:
      1. 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
      2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
2. Non-solicitation
   1. 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.
   2. Neither Party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from the other Party any customer, client or any person who is employed or otherwise engaged by the other Party, where any such solicitation or enticement would cause damage to the business of that Party.
   3. The Service Provider shall not, for the Term of this Agreement and for a period 6 months after its termination or expiry, seek to contract their services to any beneficiary or organisation wholly or partially owned by a beneficiary. Nothing in this clause will preclude the Service Provider from providing their services to a Beneficiary free of charge.
3. Assignment and other dealings
   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.
   2. The Supplier may only sub-contract its rights and obligations under this Agreement with the Academy’s prior written consent and provided that:
      1. the Supplier shall remain wholly liable to the Academy in relation to its obligations under this Agreement notwithstanding such sub-contracting;
      2. 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);
      3. the Supplier shall be liable to the Academy for any breach, act or omission caused by any sub-contractor;
      4. no sub-contractor will have any rights under this Agreement (or in law) to enforce any right or obligation under this Agreement.
   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.
4. 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).

1. Waiver
   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.
   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.
   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.
2. 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.

1. Severance
   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.
   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.
2. Entire Agreement
   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.
   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.
   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.
3. 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.

1. 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.

1. Notices
   1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
      1. 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
      2. sent by email to the authorised representative.
   2. Any notice shall be deemed to have been received:
      1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
      2. 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
      3. 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.
   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.
2. Counterparts
   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.
   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.
   3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.
3. Multi-tiered dispute resolution procedure
   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:
      1. 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;
      2. 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
      3. 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.
   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.
   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).
4. 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.

1. 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:

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]

1. Charges, costs and payment

**Charges**: [SPECIFY WHETHER FIXED PRICE *OR* TIME AND MATERIALS]

**EITHER**

[***OPTION 1: FIXED PRICE (PREFERRED OPTION IN MOST CASES*]**

**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]]

1. Supplier's Manager and Academy's Manager

**Supplier's Key Personnel:**

* Supplier's Manager: [NAME]

**Academy Manager:**

* Academy's Manager: [NAME]

1. 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>

1. Data processing details

## 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.

### 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

### 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)

### 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

### 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.

## 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[[1]](#footnote-2) which must also be attached to Schedule 5 of the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Data Sharing Agreement** | |  | |
| **Categories of data subjects** | | | |
| *Whose data will be processed?* | | | |
| *Examples include Royal Academy of Engineering staff, Programme applicants / participants, Fellows* | | | |
|  | | | |
| **Nature and purpose of processing operations** | | | |
| *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:*   * *Receiving data, including collection, accessing, retrieval, recording, and data entry* * *Holding data, including storage, organisation, and structuring* * *Using data, including analysing, consultation* * *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 – only where agreed*   *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.* | | | |
| **Data processing period** | *From Contract Signature* | | *To September 2023* |
| **Data deletion date** | | *Typically 3-6 months after data processing period.* | |
| **Academy representative** | | *Main relationship holder* | |
| **List of subcontractors (if applicable)** | | | |
| *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”.* | | | |
| **Supplier Data Protection Officer contact details** | | | |
| **Name** | |  | |
| **Email address** | |  | |
| **Telephone number** | |  | |
| **Data field** | | **Category of data** | |
| *Last name* | | *Personal Data* | |
| *Email* | | *Personal Data* | |
| *Gender* | | *Special Category Data* | |
| *Ethnicity* | | *Special Category Data* | |

1. This document is owned and updated by the Academy’s D&I team [↑](#footnote-ref-2)