

Invitation To Tender

The Royal Academy of Engineering, Enterprise Hub is seeking a provider to deliver a programme of training as part of Enterprise Fellowships accelerator programme for startups and university spinouts.

Contents

Key information.....	2
Procurement Schedule.....	2
Budget	2
Length of contract.....	2
Introduction.....	3
About the Royal Academy of Engineering Enterprise Hub	3
Our mission.....	3
Our objectives.....	3
About the Enterprise Fellowships accelerator programme	4
Information for prospective suppliers	5
Additional considerations.....	9
About the Awardees.....	9
Time commitment.....	9
Approach to content delivery	10
Content of training programme	10
Our expectations of training providers	10
Content of Proposals.....	11
Proposal evaluation criteria	12
Scoring matrix	12
Selection of providers to be interviewed	12
Selection of final provider(s).....	12
ANNEX A: Training schedule.....	13
ANNEX B: Costs.....	14
ANNEX C: Suggested Training Modules.....	15
ANNEX D: Proposal Evaluation Criteria.....	21
ANNEX E: Terms of service agreement.....	23

Key information

The Academy is seeking a training provider to design and deliver content for entrepreneurs leading technology startups. The trainees will be founders of technology startups (referred to as 'Awardees'). Each cohort of Awardees will typically comprise 14 entrepreneurs with a broad range of backgrounds, sectors and experience. Training modules should be practical and practitioner led, focusing on equipping participants with the appropriate skills, tools and techniques to establish and lead a technology startup from inception all the way through to launch, and provide a sound basis from which to scale according to their ambitions.

All submissions and queries should be sent to: Urszula Stawik, Programme Manager, Enterprise, Urszula.stawik@raeng.org.uk.

Procurement Schedule

Deadline for the submission of proposals.	30 October, 12:00
Optional online Q&A session for prospective suppliers. Please register here by 13:00 on Friday 6 October.	9 October, 11:30-12:30
Shortlist invited to interviews.	6 November
Unsuccessful bidders informed.	7 November
Interviews for shortlisted suppliers.	14, 15, 16 November
Appointment of the supplier.	No later than w/c 27 November
Inception Meeting – including confirming dates of training.	7 December
Contract Commencement	1 January 2024
Welcome Day (Hub members meet each other, staff, and key suppliers)	11 January 2024

Budget

We anticipate spending £6,000 - £7,000 per Hub Member, inclusive of VAT.

Total budget per cohort – £91,000

Total budget per year – £182,000

Total budget for 3 year contract - £546,000

All budgets assuming 13 Awardees per cohort.

Includes all costs, travel, materials, expenses etc.

Length of contract

The contract duration is three years, from 1 January 2024 to 31 December 2026 and encompasses delivery of two training programmes 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.'

We advance engineering innovation by:

- Investing grants and training in entrepreneurs with IP-rich engineering ideas and products through our unique programmes;
- Building a rich community of Hub Members alongside our prestigious network of Academy experts;
- Leading the conversation on progressive values and trends in UK engineering entrepreneurship.

About the Enterprise Fellowships accelerator programme

Enterprise Fellowships is a twelve-month programme which provides equity-free funding and entrepreneurial support for UK-based talented researchers and graduates to commercialise breakthrough engineering innovations as disruptive spinouts and startups.

We support three types of individuals through our Enterprise Fellowships:

- All levels of researchers (from post-doc to professor) wishing to spinout a company from a UK university or a research institute;
- Recent graduates seeking to found a startup in the UK;
- UK-based international PhD students and recent graduates wanting to spinout or startup;

Awardees receive a support package including:

- Up to £75K grant funding
- Capacity building (mentoring and training)
- PR and marketing support
- Access to the Taylor Centre, touchdown and meeting space in Central London and regional hubs.

Two cohorts of up to 13 Awardees are selected each year and each cohort consists of the three above categories of awardees. Approximately 66% are academic researchers spinning out of a university, and 33% are recent graduates starting up a company. The training content delivered is the same across the three categories; differences in commercial knowledge and acumen are addressed by the diagnostic and preparatory reading.

Subject to the outcome of ongoing funding bids this may increase to 17 Awardees each round, and bids should briefly account for this potential increase would be accommodated and likely costs involved.

Information for prospective suppliers

Timing: Our accelerator programme lasts 12 months and we appoint two cohorts a year, which start in January and July. This training programme should be delivered within the first 6 months of the Enterprise Fellowships programme.

Content: The training should be useful to all participants regardless of their award (startup or spinout) however, tailored to their levels of knowledge and needs, and should enable Awardees to transform their innovation into a disruptive, successful company. It should provide the Awardees with a good level of understanding and awareness of the broad range of skills and knowledge required to run a startup. Following the training Awardees may not be able to perform all actions themselves but should have enough knowledge to know what is important, why, and where to begin. We have detailed below what we believe is effective in programme delivery, having done so for 12 years. However, we are open to suggestions as to content, focus and delivery method. We have also listed what we do not expect to be covered, under prior preparation. Broadly we would expect, in no particular order:

- Business model and strategy
- Finance
- Business development / sales
- Marketing
- Negotiation
- Raising Finance
- Team and Leadership
- Company operations
- Presentation and Communication skills

Diagnostic: Generally, the Awardees are inexperienced practitioners who have shown an interest in entrepreneurship and passed through our application process, and many awardees will have been through previous accelerator programmes, both basic and advanced. To assess their current level of knowledge, the Awardees should complete a diagnostic questionnaire before training is received. This exercise should also assess each Awardee's stage and 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. The diagnostic should be repeated at the end of the programme to enable an assessment of their learning to be made, both as feedback to the Awardee and also evidence of the effectiveness of the training. The assessment method 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 programme's content and delivery. You may wish to include an element of gap analysis in the diagnostic, or additional

psychometric tests, such as leadership style. You may wish to break the diagnostic down into multiple smaller diagnostics run before each session.

Format: We expect the majority of training sessions to take place in person and will consider suggestions as to what sessions could be held on-line. We do not want to run hybrid sessions.

Location: The in-person 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 suggestion as to regional locations and delivery. The cost of venue hire, refreshments and meals will be covered by the Academy.

Delivery: We expect the training to primarily be delivered through two or three blocks of sessions each month on average, comprising two or three consecutive days, Tuesday to Thursday, 10:00 – 16:00. Hub Members are based all over the country and often have caring responsibilities, and we have found this schedule works best to aid a high attendance rate. The number of sessions is for the trainer to determine, as is the nature and interaction with any additional complimentary activities such as webinars, 1:1s etc.

Dates: We have reserved rooms in our London office on the following dates. We do not expect all dates to be used:

January	17, 18, 31,
February	1, 7, 8, 14, 15, 21, 22
March	5, 6, 12, 13, 27, 28
April	16, 17, 18, 24, 25
May	8, 9, 22, 23, 29, 30
June	11, 12, 19, 20

Method: Sessions should focus on practical skills, tools and techniques, rather than theory/knowledge they can acquire through reading/videos. Sessions should revolve around active, practical learning, 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.

Bespoke support: Each Awardee has a different technology, sector, background and experience, so we expect provision for each Awardees to have 1:1s 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 customisation will be offered.

Flexibility: Although attending the training programme is mandatory for all Awardees and the attendance rates are generally good, we will welcome provisions for a small number of Awardees being able to attend any missed training as part of a subsequent cohort.

Webinars: You may wish to deliver some sessions online if you feel it would be beneficial. In our experience webinars require a specialist skillset to be effective and we will need to see prior experience of having run such activities successfully.

Peer support: Training should be delivered on a group basis in a lively and friendly manner, to encourage the development of a collegiate atmosphere amongst the participants. We expect the Awardees to learn from and support one another, both inside and outside of the formal training. The Awardees will not have an established network of entrepreneurs to draw upon for assistance, so their fellow trainees will become their initial network. 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.

Actions: Training sessions should close with awardees nominating what actions they will take as a result of the session, which should be reported back on in the next session.

Continuity: Although you may deploy a variety of trainers 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 assigned actions. Trainers should understand what training Awardees have already received and actions they have agreed to complete, and check the progress made against these actions. The trainers should use this knowledge to ensure that the training continues to be relevant to all Awardees, referring back to and building upon previous learning. 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.

Reinforcement: We expect certain key learning points to be reinforced through repetition throughout the training programme, such as refining the value proposition and 30 second pitch, customer-centric design, testing assumptions, 'cash is king', the importance of data, profit margin, building-in scalability, team. You may wish to suggest other learning points which you believe are key to stress throughout.

Reference materials: To address the knowledge gaps as identified by the diagnostics and aid the learning, resources in a variety of formats (read, listen watch) should be provided sufficiently in advance of each session to ensure Awardees all start from a baseline knowledge level and can actively participate. This should also include the more straightforward aspects, for which formal training is not a cost-effective learning method. See the Training Modules section for details on content.

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 pre-reading 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 office as the training provider about any questions and issues they may have.

Training materials: Materials for each training session should be made available to the attendees 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.

Feedback: Awardees should submit anonymous feedback at the end of each session, and the results provided to the Academy for discussion at project review meetings, so that any learnings can be implemented.

Monitoring and evaluation: The above should constitute a project monitoring and evaluation plan and 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 starting up or developing new businesses, preferably in the technology and/or B2B sector, as well as direct experience of coaching technology entrepreneurs. Previous participants have expressed a strong preference to learning directly from those who have been through the entrepreneurial journey themselves.

Learning: To aid the creation of cohort that learns from each other and holds each other to account each session should begin with trainees stating what they have learnt recently and how they progressed with their agree actions. To ensure it is clear the training is tailored to their need the trainees should state what they would like to learn today so the trainer can adapt the content accordingly (potentially picking from a list of topics, possibly provided beforehand). Each session should end by confirming if their key request was covered, and asking what their key learning take-away was, and so confirm their action for the next session.

Provider expenses: All other training related costs should be factored into the proposal. See Annex B for the requested costs table format.

Additional considerations

About the Awardees

Entrepreneurial experience of Awardees: The Awardees will have differing levels of experience of commercialisation and entrepreneurship, as well as different working backgrounds. Approximately 66% are academic researchers spinning out of a university, and 33% are recent graduates starting up a company. The training should be useful to all participants. You may wish to hold separate classes to account for different levels of experience and background, but that may not be necessary if appropriate pre-reading is identified. The Awardees should be encouraged to pass on their experience to the rest of the group.

Stage of innovation / idea: Awardees have applied to the Academy with an identified innovation at TRL 4 or above, and we expect them to develop a startup based upon this innovation. While we would expect the majority to pivot to varying extents, based upon their learning, they were selected by a panel of experienced entrepreneurs and investors to pursue that particular innovation, so we believe they have passed the 'kill' stage of 'kill pivot persevere.'

Technology / industry verticals: The Awardees will all have a technical background but 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, only a minority are B2C companies. We would like some of the examples to be drawn from the experiences and businesses of the Enterprise Hub alumni.

Spinouts: Although the majority of participants are spinning out from a university, and so knowledge of spinouts and the spinout process is desirable, we are seeking a provider with commercialisation experience outside of the university sector because that is the environment in which they must learn to succeed. Spinning out requires the awardee to navigate internal university processes, as well as gain approval and negotiate the resulting equity stakes of each party. Startups external to universities are likely to not have this issue.

Time commitment

Availability: Awardees' availability will vary, and they may wish to send a co-founder when they cannot attend. Written documentation should be available to ensure any replacement attendees can participate effectively in the training. We would expect the co-founder to have been briefed by the Awardee and be fully up to speed.

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

Events: 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.

Approach to content delivery

Delivery: In line with previous years of the training programmes we expect around 15 days of training, 5 coaching sessions to be delivered. The diagnostics questionnaire should be run with each cohort before their training programme commences and post its completion. The awardees should have the opportunity to take a psychometric test as part of their award.

Variety is key: Two or three consecutive days of training can tax the attention of the most engaged participant. Training should involve a variety of learning methods to maintain engagement, both before, during and after the sessions (read, watch, listen, do, group work, role play, online).

Content of training programme

Pitching practice: Asking the full cohort to practice pitching in front of one another to then get feedback is not an effective use of time, as too many members will be passively viewing for most of the activity. If that method of practice is suggested, then small groups will be required.

Intellectual Property Rights (IPR): Our wider network will provide IPR training through a workshop and 1:1s run by a law firm, as such this need not be covered.

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

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 participant satisfaction of >90% with the learning outcomes of the training course;
5. Produce a self-evaluation report at end of each 6-month programme;
6. Implement enhancement, taking into account feedback from participants;
7. Ensure sessions are accurately documented and appropriately evidenced to the satisfaction of the contract manager;
8. Compile a reading list to include key resources for the founders;
9. Carry out a diagnostic at the end of the programme which should demonstrate the Awardees' knowledge has improved.

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 the learning outcomes. Note the requirements are numbered, and referencing the numbers will aid the assessment process.
- **Customisation:** Cover your approach to customisation, both to individual participants and to the Hub as a whole;
- **Schedule:** For consistency and to aid the assessment process we ask you to provide a summary as per Annex A.
- **Track record:** Include evidence of your 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 where appropriate.
- **Cost:** Annual overall cost for the delivery of the programme for each 6-month training programme over the next three years, including: design, delivery, materials, travel, accommodation, and VAT. The number of trainees 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 Annex B.
- **Organisation:** Details of the consortium lead organisation, including company 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.

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 Scored Criteria will then be weighted to give a mark for the assessment stage. The tables below indicate the weightings which will be applied to each section of the Scored Criteria. The three highest scoring proposals will be invited to the Academy 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.

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.
- **Customisation:** Nature, extent and appropriateness of the customisation.
- **Track record:** Expertise of the trainers. Experience of successful delivery of similar programmes.

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.
- **Cost:** Overall value for money. Appropriateness of the budget.
- **Organisation:** Suitability of the organisation. Quality of references received, suitability of the selection process for trainers.
- **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 (Enterprise Fellowships)

ANNEX A: Training schedule

For consistency and to aid the assessment process we ask you to provide a summary of what will be delivered on a monthly basis, by type of delivery method, indicating quantity (days/hours) as per the table below or with your own equivalent. You may alter the format as required to suit the nature of the training you are proposing, as long as you get the core message across. We do not require activities in every month.

	Workshop / training (topic)	1:1 support, per Awardee	Webinar (hours)	Online learning	Other
January					
Delivered by					
February					
Delivered by					
March					
Delivered by					
April					
Delivered by					
May					
Delivered by					
June					
Delivered by					

ANNEX B: Costs

Please provide details of the overall cost for the delivery of each 6-month training programme, inclusive of VAT, over the next three years, including design, delivery, materials, travel and accommodation of the trainers.

The number of trainees 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 deliver			
Workshop	Training deliver			
1:1 support	Delivery			
Webinar	Delivery			
Online learning	Delivery			
Materials	Printing etc			
Programme Management	General coordination and administration			
Review meeting	RAEng and providers to review progress			
Travel	Of trainers			
Accommodation	Of trainers			
Subsistence	Of trainers			
Total				



ANNEX C: Suggested Training Modules

The tables below cover the broad modules we desire. Some topics can fit under more than one module, we don't have a preference and it's the programme as a whole that matters. We leave it up to the provider to suggest the order and combination in which they are delivered, and the balance between topics.

Topics is what we expect to be taught (including skills, tools, methods).

Learning outcomes is what the Awardees will be able to do following training.

Prior preparation is any topic we would not expect to be covered during the training itself. These may well be essential topics but are most likely basic or easy enough to learn through reading or video. If the diagnostics indicate a trainee is not sufficiently knowledgeable in the topic, they should be directed to appropriate reading material or videos, for review prior to the training.

Context is additional information when it might not be obvious why we are suggesting these topics be covered or not covered.

Cross-cutting themes: Additionally, we expect the following to be stressed as key learnings which run throughout all modules and stages of a startup: Designing for scalability, the importance of data, cash is king, lean methodology, fail fast, the importance of a diverse team, validate all assumptions, how all the discrete parts interrelate.



Module	Topics	Learning outcomes	Prior preparation	Context
1. Business model and strategy	<ul style="list-style-type: none"> ▪ Value Proposition ▪ Common business models ▪ Lean startup ▪ Validating your Assumptions / Business Model Canvas (BMC) ▪ Market Research and context mapping ▪ Target market ▪ Vision/aspiration/ambition 	<ul style="list-style-type: none"> ▪ Understand their plan is based upon assumptions ▪ Appreciate the necessity of continuous validation and iteration ▪ Understand how the market/ecosystem impacts on their business model ▪ Understand where they position themselves in the ecosystem impacts on profit and ability to scale ▪ Design from the outset to achieve their long term ambitions ▪ Lean startup principles ▪ Appreciate the value of ecosystem and value chain diagrams ▪ Ability to give a compelling 30 second pitch 	<ul style="list-style-type: none"> ▪ First iteration of their Business Model Canvas, ▪ Definitions of types of Market research ▪ SWOT analysis ▪ 30 second pitch 	<p>Most participants will have previously completed a BMC and they will know the theory of a BMC, and see it as an exercise to complete, rather than as a tool for regular use. Most will have a limited knowledge of the breadth of models available and will likely have chosen a well-known model, rather than considered all options. We do not require training on how to complete a BMC as repetition can lead to disengagement, but we are interested in them knowing how to use it, to validate the model, and to consider other models. You may want to ask them to bring their current model.</p>
2. Finance	<ul style="list-style-type: none"> ▪ Why companies fail ▪ Cashflow forecasting ▪ Burn rate ▪ Pricing ▪ Calculating break even ▪ Profit Margin ▪ Getting the first £100K profit ▪ Getting the first £1M profit ▪ Key Business ratios and formulas ▪ Day to day finances of a company, (salaries, insurance, invoicing, accounts) ▪ EBITA 	<ul style="list-style-type: none"> ▪ Understand the basics to set up with employees and customers ▪ Appreciation of 'cash is king' ▪ Cashflow forecasting model with pessimistic, realistic and optimistic scenarios ▪ Ability to calculate maximum return ▪ Appreciate how this feeds back into validating their business model ▪ Benefits of recurring revenue 	<ul style="list-style-type: none"> ▪ Balance sheet, ▪ Profit and Loss account ▪ How to read financial accounts 	<p>Many participants are isolated from consideration of financial matters by the existence of the university finance department and the nature of public funding. The realities of cashflow, runway, operational costs and maximising (even making) a profit may be somewhat alien to them.</p>



<p>3. Business development and sales</p>	<ul style="list-style-type: none"> ▪ Pricing strategies ▪ Maximising profit vs maximising market share ▪ Standard profit margins for different industries ▪ Sales funnel ▪ Sales forecasting ▪ Sales relationship levels ▪ Buying roles ▪ Disrupting a market ▪ Route to market ▪ Product : Market fit ▪ Joint development agreements ▪ Pricing for trials ▪ Data ▪ How to hold productive conversations / SPIN framework ▪ Networking 	<ul style="list-style-type: none"> ▪ Identify their breakeven costs and develop a pricing strategy ▪ Appreciation of the various uses of data (pricing, cashflow, sales pipeline, valuation) ▪ Appreciate how this feeds back into validating their business model ▪ Concessions are exchanged, not given freely ▪ Increased confidence to develop new opportunities through conversational and networking techniques ▪ Appreciate the cost of customer acquisition, and benefits of recurring revenue 	<ul style="list-style-type: none"> ▪ Value proposition ▪ Competitor Analysis, including pricing ▪ Market Analysis 	<p>Many Awardees seek to maximise market share by significantly undercutting the market lead, especially in the case for social enterprises. They tend not think in terms of maximising profit or return on investment, operating costs, market segmentation, numbers of customers.</p>
<p>4. Marketing</p>	<ul style="list-style-type: none"> ▪ Digital marketing and content marketing ▪ How to position your service and understand your customers ▪ AB testing ▪ Branding and naming ▪ Becoming the market lead ▪ Pull vs push 	<ul style="list-style-type: none"> ▪ Appreciation of the various uses of data (AB testing, ROI, valuation, in raising) ▪ Belief in the benefits of marketing, and how to test for them ▪ Understanding how to become the market lead (price, customer engagement, innovation) ▪ Understanding how marketing impacts scaling 	<ul style="list-style-type: none"> ▪ The marketing mix-the 4 P's (Product, pricing, place, promotion) 	<p>The Awardees are typically used to being marketed to, rarely identifying the need to market the product, considering the benefits self-evident. They will not appreciate the effort and costs involved, or the evidence of product market fit this can provide.</p>
<p>5. Negotiation</p>	<ul style="list-style-type: none"> ▪ What is a negotiation? ▪ Understanding different types of negotiation ▪ Sources of power in negotiation ▪ Negotiation styles and strategies 	<ul style="list-style-type: none"> ▪ Hub members' individual negotiation styles ▪ A mutually beneficial contract is better for all parties in the longer term ▪ The need for a back-up plan ▪ Everything can be negotiated 		<p>Some Awardees do not realise they can negotiate with the university on spinout terms. Most will have to negotiate with investors, suppliers and customers, but will never have systematically done so. Most see getting a deal/first customer as the primary concern,</p>

	<ul style="list-style-type: none"> Best Alternative to a negotiated Agreement (BATNA) Zone of possible agreement (ZOPA) Preparation strategies 			rather than a deal which is good for both sides.
6. Raising finance	<ul style="list-style-type: none"> Why seek finance, the impact on your stake Sources/types of finance Start-up valuation Financial projections and analysis Finance for growth (debt and equity, accounting, personal guarantees pros/cons) Alternative finance (sources of capital) What are investors looking for? What financial statements do investors want to see? Understanding term sheets and investor documentation Exit strategies, goals and return on investment The downsides of raising 	<ul style="list-style-type: none"> Awareness of the pros and cons of raising Awareness of the process and timelines What to include in a pitch deck and pitch Understand that the investors will want their funds back, and the strategy needs to get you to this point Appreciation that being ready to raise creates a better business, even if you don't plan to raise. Understand the benefits of data on the valuation Appreciate the value of validation Understand the level of competition which exists for finance Understand what activities to prioritise to improve their pitch 	<ul style="list-style-type: none"> Cashflow forecast Runway Route to market Product market fit 	Most, but not all will be seeking to raise and we offer them opportunities to go in front of investors as part of the programme. They likely won't appreciate the impact this will have on their equity and control, or fully thought-through that the investors expect a return, that it may take multiple raises, and the timescales involved. They typically won't recognise that the more aspects they have validated the better a valuation they can attain.
7. Team and leadership	<ul style="list-style-type: none"> Recognising the importance of the founding team Making the transition to being an entrepreneur Do, Delegate, Delay, Ditch Commercial vs technology priorities Setting goals and motivations Organisational culture 	<ul style="list-style-type: none"> Great teams lead to success Investors look for great teams The importance of a diverse team The legal requirements for hiring, managing, and letting staff go The importance of culture, and how to plan for it The need for the founding team to have a united vision 		Note, as first-time recruiters the participants tend to be unaware of the legal aspects of employment, and the importance of establishing the culture early. They may also have preconceptions of what their role could/should be, and tend towards what is normally expected of academics (CTO), rather than what they personally want. We don't have a preference as to what



	<ul style="list-style-type: none"> ▪ Inclusive culture ▪ Founders, team and team dynamics ▪ Personal leadership and leading others ▪ Hiring the correct staff and building a winning team ▪ Hiring key management ▪ Recruitment processes ▪ How roles change over time, and understanding when roles outgrow the individual, including themselves ▪ Importance of networks ▪ What is mindfulness ▪ Why practice mindfulness, for yourself and the organisation ▪ How to look after yourself and your employees 	<ul style="list-style-type: none"> ▪ All roles change over time ▪ The importance of good communication 		<p>they later become, but they should see it as their choice, and they should be CEO/COO during the award.</p> <p>They tend to develop the technology first and neglect developing the business and wider operations.</p>
<p>8. Company operations</p>	<ul style="list-style-type: none"> ▪ Board, its role and composition ▪ Reporting and governance requirements ▪ Understanding your business and bringing growth strategies to life ▪ Managing customer and supplier relationships ▪ How to best use your time as owner and an employee ▪ Allocating equity among team members ▪ The basics – legal entities, spin-outs or start-ups ▪ Shareholder, term sheets and investor agreements ▪ Warrants and Convents 	<ul style="list-style-type: none"> ▪ Legal responsibilities of senior staff and board 		<p>Most come from an Academic background, or are recent graduates, so the basics of setting up and administering a company are new to them. They don't know what they don't know, which can be a little daunting. Rarely has it crossed their mind that they might fall out with co-founders or future investors / team members, and the consequences of this.</p>



	<ul style="list-style-type: none"> Service Agreements, Option Agreements and Exit Warrants Good Exits: Process & Valuations Difficult Exits: Managing Members & Creditors Voluntary Liquidation 			
9. Presentation and communication skills	<ul style="list-style-type: none"> Pitching vs presenting How to connect with and engage a listener/audience How to project confidence and make impact Bringing content to life/story telling What type of organisation might you pitch to? What support would you seek from each one? Understanding these organisations and what their drivers are What to include in your pitch? What do they need to know? What don't they need to know? 	<ul style="list-style-type: none"> Confidence to give a compelling 3-minute pitch Appreciation that all senior staff of a startup need to be able to pitch / sell / motivate staff, and the communication skills involved are the same. 	<ul style="list-style-type: none"> 3-minute pitch 	<p>Not all Awardees will consider themselves the lead pitcher of the company.</p> <p>A full day session practicing pitching means that any one time 1 Awardee is pitching and the majority are likely disengaged by watching many pitches, as only so much capacity to listen and feedback on others can be expected. A better delivery method may be for Hub Members to be routinely asked for short pitches throughout the training programme, each time incorporating new learning.</p>

Overall outputs and learning outcomes

- An evolving (through continuous validation) business model canvas
- Able to deliver a compelling pitch (selling or raising)
- Credible cashflow forecast
- Knowledge of the structure and legal requirements of a business
- Understanding of their market and ecosystem, with an identified route to market
- A scalable business model, with a plan for validation
- An understanding of how the business must progress and evolve, and their role within it will change too
- A system for recording appropriate data

ANNEX D: Proposal Evaluation Criteria

Selection of providers to be interviewed

Section	Programme Content		
Description of criteria	Score	Weighting	Max Points
Quality, appropriateness and novelty	0-5	5	25
All key training areas covered	Yes / No	Pass / Fail	
	Total	25	

Section	Customisation		
Description of criteria	Score	Weighting	Max Points
Approach to Customisation	0-5	3	15
Additional services and technical assistance	0-5	1	5
	Total	20	

Section	Track Record		
Description of criteria	Score	Weighting	Max Points
Expertise of the trainers	0-5	1	5
Experience of successful delivery of similar programmes	0-5	2	15
	Total	15	

Selection of final providers

Section	Schedule		
Description of criteria	Score	Weighting	Max Points
The timescale to successfully deliver is realistic	0-5	1	5
Delivery process is clear and realistic	0-5	1	5
	Total	10	

Section	Cost		
Description of criteria	Score	Weighting	Max Points
Is competitively priced	Yes / No	Pass / Fail	
Has accounted for all cost to deliver proposal	0-5	1	5
Expenditure broken down and pricing clear	0-5	1	5
Appropriateness of the budget / expenditure	0-5	1	5
	Total	15	

Section		Organisation		
Description of criteria		Score	Weighting	Max Points
Suitability of the organisation		0-5	2	10
Suitability of the selection process for trainers		0-5	1	5
Client References - suitability of nominated references		Yes / No	Pass / Fail	
Client References - quality of reference received back		Yes / No	Pass / Fail	
Numbers of Staff Proportionate to Services Tendered		Yes / No	Pass / Fail	
Appropriate processes and procedures for appointing trainers		Yes / No	Pass / Fail	
		Total	15	

ANNEX E: 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

2023

BETWEEN

- (1) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**the Supplier**); and
- (2) **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**).

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.

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

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.

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).

Data Protection Legislation: the Data Protection Act 2018, the General Data Protection Regulation, 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(c), 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 17 (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; and
- (l) notify the Academy in writing immediately upon the occurrence of a change of Control of the Supplier.

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) 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
- (c) 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 Where the Charges are calculated on a time and materials basis:
- (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 in cleared funds to the bank account nominated in writing by the Supplier.
- 8.5 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 **17** (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 **8.5** will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 8.6 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 In consideration of the Charges, the Supplier hereby assigns to the Academy absolutely with full title guarantee all its right, title and interest in and to all Intellectual Property Rights arising in any Deliverable produced in the course of performance of the Services.
- 9.3 The Supplier:
 - (a) 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
 - (b) 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).
- 9.4 The Supplier shall not use the name, logo and / or trade mark of the Academy without the Academy's prior written consent.

10. 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.

11. 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.

12. Data Protection

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

12.2 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.

12.3 Any breach of clause 12 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 17.

Supplier as a Processor

12.4 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 12.5 to 12.10 below and Schedule 5 shall apply. For the avoidance of doubt, where the Supplier is a Processor, clauses 12.1 to 12.3 shall still apply.

12.5 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.

- 12.6 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.
- 12.7 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).
- 12.8 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.
- 12.9 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.
- 12.10 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 12.5 to 12.10 (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.

13. Confidentiality

13.1 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 13.2.

13.2 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 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 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.

13.4 The provisions of this clause 13 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

14. 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 14.

15. 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.

16. Limitation of liability

16.1 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 9.3(b) (IPR indemnity) and clause 18.2 (TUPE indemnity).

16.2 Subject to clause 16.1:

- (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.
- 16.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 16.4 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.
- 16.5 This clause 16 shall survive termination of the Agreement.

17. Termination

- 17.1 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 11 (Compliance with laws and policies), clause 12 (Data Protection), and / or clause 14 (Anti-bribery); 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.
- 17.2 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.

18. Consequences of termination

18.1 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.

18.2 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.

19. Relationship between the parties

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).

20. 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.

21. 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.

22. Force majeure

22.1 **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.

22.2 Provided it has complied with clause 22.4, 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.

22.3 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.

22.4 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.

23. 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.

24. Assignment and other dealings

- 24.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 24.2 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.

25. 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).

26. Waiver

- 26.1 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.
- 26.2 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.

- 26.3 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.

27. 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.

28. Severance

- 28.1 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.
- 28.2 If any provision or part-provision of this Agreement is deemed deleted under clause 28.1 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.

29. Entire Agreement

- 29.1 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.
- 29.2 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.
- 29.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

30. 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.

31. 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.

32. Notices

32.1 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.

32.2 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 32.2(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.

32.3 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.

33. Counterparts

33.1 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.

33.2 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.

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

34. Multi-tiered dispute resolution procedure

34.1 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.

34.2 No party may commence any court proceedings under clause **36** (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.

34.3 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 **36** (Jurisdiction).

35. 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.

36. 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: [SPECIFY]

Fixed price:

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

Time and materials:

- The daily rate for the Supplier: [SPECIFY IF APPLICABLE]

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://www.raeng.org.uk/about-us/our-policies>

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 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 form¹ which must also be attached to Schedule 5 of the contract.

Chapter 6 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.

The Data Management team requires a copy of schedule 5 once the contract is signed.

¹ This document is owned and updated by the Academy's D&I team

Project Name		
Categories of data subjects		
Nature and purpose of processing operations		
Data processing period	From	To
Data deletion date		
Academy representative		
List of subcontractors (if applicable)		
Supplier Data Protection Officer contact details		
Name		
Email address		
Telephone number		
Data field	Category of data	
<i>Please add more rows as necessary</i>		