



Royal Academy
of Engineering

Enterprise
Hub

Request for Proposals

Shott Scale Up Accelerator Growth Training Programme

Royal Academy of Engineering

Deadline for proposals: 29 June 2026, 16:00 GMT

Expressions of interest, clarification questions and submissions: shottscaleup@raeng.org.uk

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Summary of invitation

The Royal Academy of Engineering is seeking one lead training provider for a two-year contract to co-design and deliver seven growth training modules for leaders of deep tech SMEs preparing to scale. The provider will be accountable for overall programme coherence, quality, cross-module integration and reporting, while working with Academy partners who will contribute to selected modules.

Participants will comprise up to 15 founders or C-suite leaders from UK-based deep tech SMEs at a pre-scale-up stage, with varied sector experience and a strong appetite for peer learning and practical support.

Training should be practical, grounded in real scale-up challenges, and designed to include peer learning, reflection and tailored support. Together, the lead provider and module partners will equip participants to:

- Develop greater confidence and strengthen leadership capabilities as they navigate the complexities of scaling fast growing organisations.
- Expand their understanding of market opportunities, refine strategic thinking and build robust growth plans that support the ambitions of deep tech businesses.

The Academy expects all trainers across modules to work as one delivery team. The lead provider will coordinate this approach to ensure a coherent participant journey and avoid unnecessary duplication.

Key dates

The indicative procurement timetable is set out below. Dates may change and any updates will be shared with all bidders.

Deadline for proposals: 29 June 2026, 16:00

Activity	Date
Online Q&A session for bidders. Please register here to attend.	15 June 2026, 13:00 – 14:00
Deadline for clarification questions	17 June 2026, 12:00
Academy response to clarifications	22 June 2026
Deadline for submission of proposals	29 June 2026, 16:00 GMT
Interviews with shortlisted bidders	14 & 15 July 2026
Contract commencement	18 August 2026
Kick off meeting	7 September 2026
Programme start	19 October 2026

Please send expressions of interest, clarification questions and submissions to shottscaleup@raeng.org.uk.

Our mailbox limit is 25MB. If your documents exceed this, please submit a download link instead.

Outside of the Q&A session, we welcome any further queries in writing to the above email address. All questions and responses will be shared with all interested bidders.

Budget

The anticipated Year 1 contract value is £67,500 (inclusive of VAT).

Year 2 budget may vary depending on cohort size and delivery model. The minimum total contract value over two years will be £135,000 and the maximum possible will be £175,500 (inclusive of VAT), allowing for the variability in the Year 2. The Academy will confirm the Year 2 delivery parameters no later than three months before the cohort or cohorts begin.

We anticipate spending £4,500 per participant (inclusive of VAT). This should cover training design and delivery, provider travel, materials and expenses.

The Academy will cover costs for training venues, catering and participant travel to attend the growth training modules.

Proposals may include optional additional sessions, services or content beyond the core budget where these would add value to the programme.

The variable parameters for Year 2 are as follows:

- delivery for a minimum of 15 and a maximum of 24 participants across up to two parallel cohorts; and
- delivery of all seven growth training modules either:
 - with Academy partner support on three modules; or
 - in full by the provider, without partner support.

Year 2 contract value variability:	Budget (inclusive of VAT)	Budget per participant (inclusive of VAT)
Minimum commitment: 1 cohort of 15 participants; Delivery of 7 growth training modules with Academy partners support on 3 modules;	£67,500	£4,500
Maximum possible value: 2 parallel cohorts and a maximum of 24 participants; Delivery of 7 growth training modules without partner support.	£108,000	£4,500

The payment schedule will be agreed at the contracting stage, but we anticipate making a 75% cohort 1 payment prior to programme starting and a 25% payment when cohort 1 final deliverables such as the final report has been submitted and accepted. A similar payment structure will be in place for the subsequent year of the contract.

About Shott Scale Up Accelerator

Shott Scale Up Accelerator is a structured nine-month leadership development programme for founders and senior leaders of deep tech businesses. It develops the strategic, operational and personal capabilities needed to scale technology-driven ventures.

The programme is aimed at individuals:

- Founders and C-suite leaders of UK-based deep tech SMEs poised to scale rapidly
- Ambition to build the next £100m+ British companies
- Strong commitment to contributing back to the UK economy
- Looking to develop their networks and engage with peers

Their respective companies need to be at a pre-scaling stage:

- clear product-market fit and customer traction ([Commercialisation Readiness Level of 6+](#))
- well-resourced for growth
- at least 10 employees

What makes the programme distinctive is its focus on individual leadership and behavioural change as a driver of scale. Support is highly tailored, designed for pre-scale-up deep tech businesses across sectors, and delivered in the public interest with no fees, equity or IP taken by the Academy.

The programme has run since 2017 and has supported more than 200 participants, who have gone on to raise over £2 billion in follow-on funding, create more than 1,200 jobs, and achieve 14 acquisitions.

We are currently delivering the programme to our 18th cohort and have continued to refine the selection process, onboarding, evaluation framework, programme duration and training offer to strengthen impact and remain competitive in the wider business support landscape.

Up to 15 participants will be selected by the end of August 2026 for Cohort 19, which will begin in October 2026. The provider will not be involved in the selection process, which is managed by the Academy and its selection panels.

The accelerator programme in its entirety will entail the following elements:

Programme element	Role of training provider
Onboarding and diagnostic with an Academy Programme Manager	Contributes to

Development of an Individual Learning Plan (ILP) which will guide the tailoring of the programme and tracking of participants' progress through the programme	Contributes to
Induction Day – focusing on cohort formation and relationships building	Attends
Delivery of 7 growth training modules and 1:1 advisory sessions with trainers/subject-matter experts	Leads design and execution of
Six 1:1 leadership coaching sessions per participant	Not directly involved
1:1 business mentoring with Academy mentors	Not directly involved
Access to an individual leadership development grant of up to £10,000	Can provide suggestions but otherwise not directly involved
Online roundtables – peer-led learning and cohort building	Contributes to
1:1 monthly meetings with a relationship manager (Academy Programme Manager)– ensuring each participant is progressing in accordance with their individual learning plans	Not directly involved
Monthly programme delivery team meetings (for coaches, trainers, partners and optionally for mentors)	Contributes to
Offboarding call with an Academy Programme Manager	Not directly involved

Statement of requirements

1. Overview

The Royal Academy of Engineering seeks to appoint one lead training provider to co-design and deliver seven growth training modules for senior leaders of deep tech SMEs preparing to scale. The provider will act as the single accountable lead for programme coherence, quality, integration across all seven modules and reporting.

In Year 1, the provider will support up to 15 participants from UK-based deep tech SMEs on the cusp of scaling up. Participants will need practical, senior level learning that accelerates growth, a trusted environment for leadership development, and strong peer support.

The programme is for selected participants only, rather than their wider teams, to protect a trusted learning environment and because this is an individual award rather than a company support package.

In Year 2, the provider will support between 15 and 24 participants. Our preference is for cohort-based delivery with 10 to 15 participants per cohort.

2. Timing

The Shott Scale Up Accelerator runs over nine months, and all training must be delivered within this period (mid-October 2026 to July 2027). Providers should outline a schedule that maintains momentum while fitting around participants' operational responsibilities. Exact dates and sequencing will be agreed during the co-design phase after contract award.

Training must be designed for time-constrained founders and senior leaders. Modules have historically required around 6 to 8 hours of delivery, but bidders may propose alternative durations or formats where these improve learning quality and accessibility. Sessions must end no later than 5pm to protect evenings and weekends, particularly for participants with caring or other personal responsibilities.

For Year 2, providers should outline their preferred approach to delivering two parallel cohorts starting in Autumn 2027 and indicate where their model can flex during the pre-programme co-design process.

3. Delivery format and location

Training will primarily take place at the Royal Academy of Engineering in London, with opportunities to deliver selected sessions (one per cohort) through Academy regional hubs including Belfast, Swansea, Glasgow, Newcastle, Liverpool and Sheffield.

Virtual delivery may be incorporated for shorter or sub-groups specific sessions, where it enhances flexibility or access, so long as interactivity, quality and privacy are maintained.

4. Programme content

The Shott Scale Up Accelerator is seeking a training offer that equips deep tech leaders with the leadership capability, strategic insight and practical tools needed to scale their businesses.

The programme is structured around seven core modules. Bidders are invited to propose innovative approaches, topic combinations, subtopics or interpretations that reflect their expertise and understanding of the needs of ambitious C-suite scale-up leaders.

Expected module structure

Training must cover the following seven areas which reflect common challenges for leaders of businesses preparing for scaling:

1. People, culture and adaptive leadership
2. Governance and strategic decision-making
3. Product strategy and portfolio management
4. Customer acquisition and commercial growth
5. International expansion and market access
6. Growth funding
7. Restructuring and exit

The participants will be encouraged to take up all seven core modules but required to attend at least three of them.

Within these module areas, we expect the provider to include the topics and sessions they believe will add most value to senior leaders of scaling deep tech ventures. This may include, for example, manufacturing and supply chain management, quality management systems or applying AI to improving business operations, etc.

Please explain in your proposal whether any sessions would be delivered to the full cohort or streamed for specific groups, and the rationale for this approach.

To support personalised learning, each module should also include an optional 1:1 advisory session for each participant. Providers should set out how these sessions would be delivered, including duration and timing, to ensure support is provided when it adds the greatest value. Please also outline your flexibility around re-allocating unused time towards the participants who need longer advisory sessions.

Three pro-bono partners

Three specialist delivery partners will support the delivery of the following modules within the programme:

Module 1: People, culture and adaptive leadership - [Korn Ferry](#)

They are most likely to cover:

- Building and sustaining culture;
- Organisational design and operating model frameworks
- Aligning talent to strategy
- Talent acquisition, management and retention

Module 6: Growth funding - [KPMG](#)

Covering:

- Developing a robust fundraising plan for growth
- Preparing for a large Series A and B (data room, cap table scenarios)

- Fundraising legals
- Common pitfalls in growth fundraising and how to avoid them

Module 7: Restructuring and exit - [Cavendish](#)

Covering:

- Understanding your business value and how it is perceived by others (partners, acquirers)
- M&A as a growth strategy and how to implement different types of transaction effectively
- Exit strategy and routes to exit, including secondary markets, public markets and acquisitions

These partners have committed to deliver workshops and allocate time for 1:1 advisory using deep subject matter expertise within these areas.

The partners will be invited to join the training provider and the Academy team for co-designing sessions in September ahead of the programme start.

The lead training provider must ensure coherence across all modules. They must integrate and complement partner-led sessions where leadership framing, additional strategic topics or expert-led panels would enhance learning.

5. Design and delivery expectations

All modules must be highly interactive, designed for practical application and tailored to the realities of scaling deep tech and engineering ventures.

Providers must show how their modules will:

1. Deliver immediate value

- Each training session should include practical tools, frameworks and exercises that participants can apply directly.
- Enable participants to cascade learning to their teams through simple, transferable tools, templates and guidance.
- Where useful, include guidance on the use of AI tools to practise new skills or embed frameworks into operations.
- Include deep tech-relevant content, examples and case studies. The Academy will draw on its community of technology leaders to provide relevant examples and/or case studies.

2. Tailor learning to each participant's Individual Learning Plan

- Each participant will have an Individual Learning Plan (ILP) informed by initial diagnostics and enriched through training, coaching, mentoring and 1:1 programme management support.

- Training providers must demonstrate how they will adapt content, exercises and signposting to support different goals, leadership styles, business models and stages.
- Tailoring must include providing 1:1 advisory sessions with the module trainers to supplement cohort-based learning and address individual challenges and circumstances. It should stay specific to the training module and reference the mentoring and coaching support for wider topics and challenges.
- Tailoring may include signposting participants to other relevant Academy training, events or specialist advisory support beyond the core curriculum.

3. Embed Equity, Diversity and Inclusion (EDI) by design

Each module must integrate EDI throughout:

- Highlighting how to embed inclusive leadership practises into the business
- Use inclusive language and visuals in delivery
- Diverse real world case studies representing varied leaders, demographics and business models
- Accessible materials and delivery formats
- Considered facilitation to ensure balanced participation
- Reasonable adjustments for accessibility when required

4. Strengthen peer learning across cohort

5. Design for time-constrained leaders

- Concise pre-reads and post-reads
- Use of advance materials for context setting
- Slides shared on the day to support note-taking and immediate reflection
- Optional streaming where greater relevance is needed, for example by sector, etc.

6. Use trainers with real scale up experience

- We strongly prefer trainers who have founded, scaled or advised technology ventures and who bring both credibility and empathy when working with senior leaders navigating demanding growth journeys.

Monitoring, evaluation and learning

The Shott Scale Up Accelerator operates within an established Monitoring, Evaluation and Learning (MEL) framework aligned with the Academy's strategy, Enterprise Theory of Change and DSIT reporting requirements. The training provider will contribute evidence, insight and feedback that helps the Academy maintain programme quality, improve delivery and demonstrate impact.

The provider must work collaboratively with the Academy, coaches and mentors to share accurate and timely information, and to contribute to regular reflection throughout the programme.

Diagnosics and individual tailoring

Before the programme begins, the provider will contribute to the Academy-led diagnostic process (onboarding survey and calls) with insights to help build a picture of each participant’s leadership strengths, ambitions, business maturity and development needs. These insights should help shape:

- the focus and depth of each module
- each participant’s Individual Learning Plan (ILP)
- any need for optional 1:1 or small-group support
- adaptations to delivery across the cohort

Ongoing feedback and adaptation

Throughout the programme, the delivery team will use regular review points to reflect on participant feedback, identify emerging needs and adjust delivery where needed. The provider will support this by:

- collecting brief feedback after each training session
- gathering midpoint feedback to inform timely changes
- contributing end-of-programme reflections, including progress against ILPs and recommendations for future delivery

Key Performance Indicators

Trainer Contribution	Direct	
KPI area	KPI	Measurement approach
Training and 1:1 advisory quality	Mean participant rating $\geq 8/10$ for perceived training quality, relevance, facilitation, and applicability to scaling challenges.	Data collected via post-session surveys and the final participant survey.
Learning outcomes	Participants demonstrate measurable increases in their knowledge, skills, and confidence in leading and scaling a business. In Year 1, no formal performance target will be set; the data will establish a baseline for future cohorts and inform improvements for Year 2. Pre-programme assessment results should also inform each participant’s	Measured through pre- and post-programme assessments using the Academy’s Entrepreneurial Competency Framework, currently under development, but outlined in the Annex C

	ILP, with ILP updates providing an additional way to track progress. Training is expected to be a primary driver of these improvements, although mentoring and peer learning will also contribute.	Assessment will be primarily self-reported, complemented by mentor's, coaches' and programme managers' input in selected competency areas.
Responsiveness and engagement	<ul style="list-style-type: none"> • Timely delivery of all provider reporting, materials and participant progress updates in line with the reporting schedule in Annex D. • Responsiveness to participant queries and 1:1 advisory session bookings. • Implementation of ongoing improvements based on feedback from participants, the Academy and partners. 	Monitored through monthly delivery meetings and 1:1 meetings between participants and their Academy relationship manager.
Trainer Contribution	Indirect	
Strength of peer network	Mean improvement of +2/10 in perceived network strength and usefulness.	Data collected as part of the final participant survey.
Contribution to high impact connections	<ul style="list-style-type: none"> • X introductions facilitated per participant. • X introductions leading to commercial or funding outcomes. 	Data collected as part of the final participant survey.
Business progress during the programme	Each participant is expected to achieve at least one of the following: <ul style="list-style-type: none"> • New customer or partnership • New domestic or international market entry • Increased commercial readiness (CRL level) • Significant strategic decision informed by the programme 	Data collected as part of the final participant survey.

Ways of working

The Shott Scale Up Accelerator is delivered by one integrated team comprising Academy programme managers, the appointed training provider, pro-bono partners, coaches and mentors. All parties are expected to collaborate openly, maintain consistent quality, share constructive feedback and ensure participants experience a coherent programme.

Providers must operate collectively so that training, coaching and mentoring reinforce one another. In practice, this means:

- jointly supporting participant progression across all modules
- maintaining coherence in frameworks, language, tone and expectations
- building intentionally on each other's content to avoid duplication
- flagging risks, concerns and resourcing issues early
- keeping coaches and mentors informed where relevant to participant development

Coaches and mentors are part of the delivery team. While their day-to-day work is led by the Academy, providers must ensure their planning, content and sequencing take account of coaching cycles and mentoring conversations.

Roles and coordination

The Academy holds overall strategic direction and final approval across the programme. Its responsibilities include setting objectives and delivery standards, leading quality assurance and evaluation, and retaining responsibility for safeguarding, data protection and participant wellbeing.

The appointed provider is responsible for designing and delivering its contracted modules, attending joint meetings, sharing materials in advance for Academy review, incorporating feedback, and managing its own staff, subcontractors and logistics. The provider must also coordinate with partners, coaches and mentors to ensure consistent messaging and share relevant learner insights within appropriate confidentiality boundaries.

The provider is expected to attend monthly delivery meetings chaired by the Academy, covering curriculum alignment, participant needs, risks and cross-module connections.

The full delivery team will work from a shared delivery calendar, and any changes to dates must be communicated promptly. A shared platform such as SharePoint or Slack will be used for internal coordination and as a resource repository. Participant-facing communications will be issued primarily by the Academy unless agreed otherwise.

Coaches and mentors will have access to relevant channels and may be invited to join parts of the monthly delivery team meetings.

Co-design

Before the start of each cohort delivery, the Academy will convene joint co-design workshops (1 to 1.5 days) to:

- shape the learning journey
- agree delivery principles

- identify module linkages
- identify case studies, alumni and Fellows' involvement
- identify gaps in provision
- map evidence needs for evaluation

The training provider must map module outcomes and ensure appropriate challenge, sequencing and consistency across the programme.

Quality assurance

The Academy will observe delivery where appropriate, review all materials for quality and accessibility, and provide structured feedback. The provider must respond to feedback promptly, iterate content in line with participant and cohort needs, and ensure its facilitators and subcontractors meet the required standards.

Information to include in your response

Please provide a concise response of **no more than 26 pages** covering the following:

- 1. Organisation (e.g. consortium) (1 page)**
 - A brief introduction to your organisation, including legal name, company registration details, years in operation, and the main sectors you work with.
 - Confirmation that you hold an appropriate level of professional indemnity insurance for delivery of the training programme.
- 2. Relevant experience (2 pages)**
 - Provide at least two examples of comparable work for similar technology-focused programmes or scale-up businesses, including scope and outcomes.
- 3. Proposed approach and tailoring (5 pages)**
 - Overview of your growth training methodology and your approach to delivering group sessions and individual advisory sessions
 - Explain how you will ensure alignment across modules and partners contribution.
 - Approach to co-designing the programme for each cohort and tailoring support to individuals based on their Individual Learning Plans
 - How training will be tailored specifically to deep tech or engineering leaders preparing for the scale-up stage
 - Proposed approach to delivering Year 2 if running two parallel cohorts, including your resourcing model
- 4. Programme outline (4 pages)**
 - A proposed Year 1 training outline, including topics under each module area, format, duration and intended outcomes.
 - Include practical elements on whether delivery would be in person, online, or a mix of both.

- Any additional or optional suggestions falling outside the core proposal should be clearly outlined.
- Include any constraints that may affect your ability to deliver within the proposed timeline.

5. Team and trainers (up to 7 pages)

- Short bios or CVs (1 page max per individual) of the individuals who would deliver the training, including their relevant expertise, background, and availability. Please confirm the name of the lead trainer/facilitator who will attend all sessions across the programme, supporting cohort continuity, introducing guest trainers and ensuring coherence and alignment between modules. We strongly prefer trainers who have founded, scaled or advised scaling technology ventures.
- Short biographies of the wider team, including the programme manager or director who will act as the Academy's main point of contact, and arrangements for back-up cover if that person becomes unavailable.
- Please confirm who will be delivering the 1:1 advisory sessions part of each module.

6. Delivery, coordination and evaluation (2 pages)

- Your approach to working with the Academy and the wider delivery team (see the **ways of working** section), managing delivery, and mitigating risks.
- A brief overview of how you would contribute to the Academy's MEL framework, including how you would collect and use mid-programme and post-programme feedback.

7. Cost (up to 3 pages)

Please refer to [Annex A](#) for instructions on the cost section.

8. References (1 page)

- Please provide contact details for up to two references relating to delivering similar scale-up or leadership development work, who may be contacted for further information if required.
- List any engagements with the Academy in the last two years, including your point of contact.

9. Organisational Diversity and Inclusion (0.5 page)

As signatories of the [Race at Work charter](#), the Academy is committed to developing a diverse and inclusive supply chain. Therefore, we request information about your approach to diversity and inclusion to understand your organisation's level of commitment. This can be evidenced through your corporate policies, training, strategies and/or accreditations. **Your response will not form part of the assessment criteria.** All responses will be captured in an internal Academy Vendor List for monitoring purposes.

If you wish to receive any additional or updated information, please ensure that you register interest prior to submitting the proposal.

All proposals must remain valid for a period of **90 days** from the date of submission by the bidder.

This RFP and the information contained within it are deemed to be confidential information. Proposals must include information about costs and state whether these do or do not include VAT or any other levies. By submission of a proposal, the bidder warrants that the prices in the proposal have been arrived at independently, without consultation or agreement with any other potential bidder.

Selection criteria

Your response will be evaluated using the criteria outlined in [Annex B](#) and the panel will be looking for clear evidence in your proposal.

The three highest scoring providers will be invited to the Academy to a structured interview to discuss their proposal. At interview, we will consider all criteria. The scores given before the interview may be amended following new information provided at interview.

We reserve the right to hold final negotiations with the successful supplier.

Annexes for the Invitation to Tender

Annex A: Costs

Please provide a full breakdown of the total cost of delivering the 9-month training programme over the two-year contract period, inclusive of VAT. This should include all costs associated with design, delivery, materials, trainer travel and accommodation.

For **Year 1**, please distinguish clearly between:

- **core costs** required to deliver the programme; and
- **optional costs** for any additional elements or services.

For **Year 2**, please set out any variable costs and explain how the following parameters would affect the total price:

- delivery for a minimum of 15 and a maximum of 24 participants across up to two parallel cohorts; and
- delivery of all seven growth training modules either:
 - with Academy partner support on three modules; or
 - in full by the provider, without partner support.

To support consistency and enable assessment, please complete the summary table below for **Year 1**. You may add rows where necessary. For **Year 2**, please present pricing variability in the format you consider most clear and informative.

Activity	Description of cost item	Per unit cost (£)	Unit (if applicable)	Quantity (days)	Total cost (£)
Design	Programme design, including co-design workshops (1.5 days)				
Growth Modules	Delivery				
1:1 advisory/support	Delivery				
Materials	Printed materials and other programme materials				

Programme Management	General coordination, administration and attendance at monthly delivery team meetings				
Review meetings	Review meetings with the Academy to assess progress				
Travel	Of your team				
Accommodation	Of your team				
Subsistence	Of your team				
Total					

Annex B: Proposal evaluation criteria

Your proposal will be evaluated using the following scoring matrix and criteria:

Scoring matrix

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

To score well (i.e. 3 and above) the evaluation panel will look for clear evidence. The scores will be weighted to give an overall score.

Selection criteria:

Section:	Programme quality and suitability of approach		
Description of criteria	Score	Weighting	Max Points
Quality, methodology and effectiveness of the training programme (cohort and individual-based)	0-5	2	10
Approach and level of tailoring specifically to deep tech or engineering leaders preparing for the scale-up stage.	0-5	3	15
Proposed approach to embed Equity, Diversity and Inclusion into the design and delivery of the training programme	0-5	1	5
Co-design and collaboration approach to programme development and delivery (with the Academy team).	0-5	2	10
Suitability and feasibility of the approach for delivering the programme in the Year 2	0-5	1	5
	Total	45	

Section:	Organisation and track record		
Description of criteria	Score	Weighting	Max Points
Suitability of the organisation/lead partner in the consortium.	0-5	2	10
Appropriate programme management and reporting structure in place.	0-5	1	5
Experience of successful delivery of similar programmes for start-ups and scale-ups, ideally in accelerators/incubators settings	0-5	1	5

Expertise and scaling experience of trainers	0-5	2	10
Consistency of a lead facilitator/trainer throughout the training modules	0-5	1	5
Numbers of staff proportionate to services tendered	Yes / No	Pass / Fail	
Total		35	

Section: Schedule			
Description of criteria	Score	Weighting	Max Points
The timescale and delivery process are clear and realistic and considerate of the needs of time-constrained participants	0-5	1	5
Appropriate number of days of group training and individual advisory sessions	0-5	1	5
Total		10	

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

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

Annex C: Academy's Entrepreneurial Competency Framework

The 13 competency areas outlined below represent the key knowledge, skills, and behaviours that the Academy believes engineering and technology entrepreneurs need to succeed. As the portfolio of Academy programmes support entrepreneurs at different stages of development, some elements of these competencies may be more relevant to the participants in the Shott Scale Up Accelerator than others.

Headline Competencies	Description
Self-awareness	Understanding of own weaknesses and strengths, of own circumstances and preferred ways of working and style of communicating, taking decisions.
Managing ambiguity, uncertainty and risk	Taking calculated risks, resiliency, adaptability, openness to change, willingness to step out of their comfort zone. Part of the 'entrepreneurial mindset'.
Value proposition, product-market fit	Understanding of customer needs (as well as how to learn about those needs), understanding of their value proposition, knowledge of their market(s).
Responsible technology stewardship	<p>Navigating responsibility to present and future society and the environment. Includes adhering to laws and regulations as well as inclusive design approaches. Also includes forward-looking considerations of the social and environmental impact of product(s), both positive (vision for impact) and potential negative consequences. Impact measurement.</p> <p>Based on principles 2 and 5 of the Statement of Ethical Principles for engineering.</p>
Commercialisation and Intellectual Property	Understanding of different routes to market and commercialisation strategies. Navigating intellectual property rights and regulations, IP strategy.
Strategic thinking and visioning	Setting and continually refining a coherent long-term direction for the business, grounded in a comprehensive understanding of the problem,

	technology, market and external uncertainties and ability to make deliberate choices about what to prioritise and what not to pursue.
Resource and operation planning	Translating strategic vision into action by identifying and securing the necessary resources (people, capital, partners, operational infrastructure).
Financial literacy	Financial knowledge and skills. Plan, put in place and evaluate financial decisions over time.
Communication, influencing and pitching	Effective communication, ability to adapt messages to and influence different stakeholders. Pitching.
Fundraising	How to cultivate relationships with different types of investors. Knowledge of fundraising landscape, capital stack options and opportunities. Setting a fundraising/capitalisation strategy. Understanding the investment lifecycle and journey to inviting an investor. Negotiation and contracting knowledge/skills.
Customer acquisition and sales	Customer/client acquisition, marketing, sales strategy and pipeline. Commercial operations engine setup.
Leadership, people, and culture	'Soft' leadership skills. Managing individuals, teams and organisational culture. Equity, diversity and inclusion.
Governance and organisational stewardship	Understanding of different governance models, risks and responsibilities of directors, understanding how to steward the different governance structures into being (bring key people, advisors, investors on board) and ensure they work effectively for the respective stage of growth.

NB: This framework is still under development, and these categories may be subject to further refinement.

Annex D: Reporting schedule

The provider must share monthly reports using Academy templates, covering attendance and engagement, session feedback, risks and mitigations, and progress against deliverables. Where relevant, reports should also highlight themes that may be useful for coaches or mentors, such as common participant challenges.

The following reporting cadence will be followed in both years of the programme (both programme cycles):

Report	Deadline	Required Content
Module pack	5 days before each session	Pre reading materials
	On the morning of the session	Slides and handouts
	Within 5 working days of each session	Use Academy template to share monthly: Participant feedback, attendance and engagement, ILP input and recommendations;
Mid-programme review	Month 4–5	Brief presentation covering: Participant progress, adjustments, cross-module alignment, final survey inputs
End-programme delivery report	Month 9–10	Report: Final reflections, outcomes evidence, recommendations. Identify stories of change, business wins, leadership moments that can be presented as case studies.
MEL contribution for final programme evaluation	Month 9–10	Data for ILPs, survey insights, case study prompts.

The Academy also commissions external evaluators to review the programme and its impact every 3-4 years. The providers are expected to cooperate with the evaluators when required.

Annex E: Standard terms of service agreement

DATED

Insert Date

The Royal Academy of Engineering (1)

[insert name of Supplier] (2)

SERVICES AGREEMENT

THIS AGREEMENT is made on

Insert Date

BETWEEN

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

BACKGROUND

- (A) The Supplier is in the business of providing growth training for leaders of deep tech SMEs preparing to scale.
- (B) The Academy wishes to obtain and the Supplier wishes to provide such services on the terms set out in this Agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions.

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

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

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

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

Beneficiary: A person, organization, or entity that receives a benefit or service as a result of the agreement. This can include the direct recipient of the services or a third party who benefits from the services provided under the agreement.

Charges: the sums payable for the Services, as set out in **Schedule 3**.

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

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

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

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

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

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

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

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

Supplier's Manager: the individual identified in Schedule 3 or any replacement individual appointed by the Supplier pursuant to clause 3.3(b) and clause 3.3(d), being the person responsible for managing the Services on behalf of the Supplier.

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

1.2 Interpretation:

- (a) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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

2. Commencement and duration

- 2.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 18 (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 [the date of this Agreement].

3. Supplier's responsibilities

- 3.1 The Supplier shall:
 - (a) provide the Services and the Deliverables in accordance with Schedule 1;
 - (b) ensure that the Services and Deliverables will conform in all respects with Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Academy;
 - (c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

- (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of good quality and are free from defects in workmanship, installation and design;
 - (e) co-operate with the Academy in all matters relating to the Services;
 - (f) comply with the Academy's instructions and guidelines as issued by the Academy time to time;
 - (g) obtain and at all times maintain all licences, permissions, authorisations, consents and permits which may be required for the provision of the Services;
 - (h) before the date on which the Services are to start, obtain and at all times, maintain during the term of this Agreement, all necessary licences and consents and comply with all Applicable Laws in relation to:
 - (i) the Services; and
 - (ii) the installation and use of the Supplier's Equipment;
 - (i) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Academy's premises from time to time and that have been communicated to it under the relevant Mandatory Policy;
 - (j) hold all Academy Materials in safe custody at its own risk and maintain the Academy Materials in good condition until returned to the Academy, and not dispose of or use the Academy Materials other than in accordance with the Academy's written instructions or authorisations;
 - (k) not do or omit to do anything which may cause the Academy to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
 - (l) notify the Academy in writing immediately upon the occurrence of a change of Control of the Supplier; and
 - (m) provide the Services and Deliverables (if applicable) promptly and in a timely manner, meeting any deadlines specified by the Academy from time to time, including any deadlines outlined in Schedule 1 and including any Milestones.
- 3.2 Time is of the essence in relation to Milestones for the Supplier only. If the Supplier fails to meet the relevant Milestone, then (without prejudice to the Academy's right to terminate this Agreement and any other rights it may have), the Academy may:
- (a) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (b) purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
 - (c) hold the Supplier accountable for any loss and additional costs incurred; and

- (d) have any sums previously paid by the Academy to the Supplier in respect of the affected Services refunded by the Supplier.
- 3.3 In relation to the Supplier's personnel, the Supplier shall:
- (a) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement;
 - (b) ensure that all personnel involved in the provision of the Services are subject, whether by virtue of employment by the Supplier or otherwise via contract, to legally binding obligations to the Supplier which are consistent with the Supplier's own obligations under this Agreement;
 - (c) promptly inform the Academy of the absence (or the anticipated absence) of any of the personnel, and if so required by the Academy, provide a suitably qualified replacement for such individual; and
 - (d) use its best endeavours not to make any changes to the personnel and Supplier Manager throughout the term of this Agreement and obtain the prior written approval of the Academy (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.
- 3.4 The Academy reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to the Academy's premises, which shall only be given to the extent necessary for the performance of the Services.
- 3.5 All engaged in Academy activities or events are expected to follow the [General Code of Conduct](#). This includes Academy staff, Fellows, Awardees, volunteers, partners, suppliers, prize holders and programme participants. These expectations reflect the [Academy Values](#) and are crucial to promoting a positive and safe environment for all.

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 3 of this Agreement, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Academy, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 8.3 If and only if the Charges are calculated on a time and materials basis (this to be expressly stated in Schedule 2):
- (a) the Supplier's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis on an eight-hour day, worked during business hours;
 - (b) the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during business hours, unless it has the Academy's prior written consent to do so; and
 - (c) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 8.4 The Academy shall pay to the Supplier the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice. Payment shall be made in GBP to the bank account nominated in writing by the Supplier.
- 8.5 Not applicable
- 8.6 If the Academy fails to make a payment due to the Supplier under this Agreement by the due date, then, without limiting the Supplier's remedies under clause 18 (Termination), the Academy shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 8.7 The Academy may, at any time, without notice to the Supplier, set off any liability of the Supplier to the Academy against any liability of the Academy to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Academy of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

9. Intellectual Property Rights

- 9.1 In relation to the Academy Materials:
- (a) the Academy and its licensors shall retain ownership of all Intellectual Property Rights in the Academy Materials; and
 - (b) the Academy grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Academy Materials for the term of this Agreement solely for the purposes of providing the Services to the Academy.
- 9.2 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Academy Materials.
- 9.3 The Supplier grants to the Academy, or shall procure the direct grant to the Academy of a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to

use, copy and modify the Deliverables (including the Supplier Materials) for the purpose of receiving and using the Services and the Deliverables in its business.

9.4 The Academy may sub-licence the rights granted in clause 9.3 to customers and third parties for the purpose of the Academy's receipt of services similar to the Services.

9.5 The Supplier shall not use the name, logo and / or trade mark of the Academy without the Academy's prior written consent.

10. 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. Safeguarding

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

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

- 12.1.5 in order for the Academy to ensure that it complies with its obligations to submit any necessary serious incident report to the Charity Commission, inform the Academy, without delay, in the event (i) the Supplier becomes aware of any safeguarding concern or allegation that has arisen in relation to the Services; (ii) of a safeguarding allegation relating to an individual associated with the Supplier which leads to an investigation and/or referral to the Police and/or Local Authority and/or a regulatory body (such as the Disclosure and Barring Service); or (iii) of the occurrence of a breach or failure of policy, on the part of an individual associated with the Supplier, which could have put people at risk of harm and/or resulted in a referral to the Police and/or Local Authority and/or a regulatory body;
- 12.1.6 ensure that any safeguarding concern or allegation which arises in relation to an individual associated with the Academy is reported, without delay, to the Academy's Safeguarding Lead, and in accordance with the Academy's Safeguarding Policy, who will manage the safeguarding concern or allegation in accordance with that Policy; and
- 12.1.7 promptly inform the Academy should the Supplier become aware of any fact or change in circumstances which may impact its ability to carry out the Services, and/or may put the beneficiaries of the Services at risk of harm.

13. Data Protection

- 13.1 In this clause **Controller**, **Processor**, **Data Subject** and **Personal Data** shall have the meanings as defined in the Data Protection Legislation.
- 13.2 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.
- 13.3 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 18.

Supplier as a Processor

- 13.4 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 13.5 to 13.10 below and Schedule 5 shall apply. For the avoidance of doubt, where the Supplier is a Processor, clauses 13.1 to 13.3 shall still apply.
- 13.5 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.

13.6 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.

13.7 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).

- 13.8 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.
- 13.9 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.
- 13.10 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 13.5 to 13.10 (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.

14. Confidentiality

- 14.1 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 14.2.
- 14.2 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 14; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 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.
- 14.4 The provisions of this clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

15. 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 15.

16. 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.

17. Limitation of liability

- 17.1 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 20.1 (TUPE indemnity).
- 17.2 Subject to clause 17.1:

- (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.
- 17.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 17.4 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.
- 17.5 This clause 17 shall survive termination of the Agreement.

18. Termination

- 18.1 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 13 (Data Protection), clause 15 (Anti-bribery), or clause 12 (Safeguarding)]; or
 - (b) at any time by notice in writing to the Supplier to take effect on any date falling at least one (1) month (or, if the Agreement is less than three (3) months in duration, at least ten (10) calendar days) after the date of service of the relevant notice.
- 18.2 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.

19. Consequences of termination

19.1 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.

19.2 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.

20. Relationship between the parties

20.1 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).

20.2 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.

21. 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.

22. 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.

23. Force majeure

23.1 **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.

23.2 Provided it has complied with clause 23.4, 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.

23.3 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.

23.4 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.

24. Non-solicitation

- 24.1 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.
- 24.2 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.
- 24.3 The Service Provider shall not, for the Term of this Agreement, solicit or seek to contract their services, to any beneficiary or organisation wholly or partially owned by a beneficiary, during their award period with the Academy. If a beneficiary, or organisation wholly or partially owned by a beneficiary, solicits or seeks to contract the Service Provider on a commercial basis, the Service Provider must seek written approval from the Academy (not to be unreasonably declined) to engage in any commercial relationship with a beneficiary during their award period with the Academy. Nothing in this clause will preclude the Service Provider from providing their services to a Beneficiary free of charge.

25. Assignment and other dealings

- 25.1 Notwithstanding clause 25.2, 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.
- 25.2 The Supplier may only sub-contract its rights and obligations under this Agreement with the Academy's prior written consent and provided that:
- (a) the Supplier shall remain wholly liable to the Academy in relation to its obligations under this Agreement notwithstanding such sub-contracting;
 - (b) the Supplier shall enter into a written agreement with any sub-contractor which contains terms no less onerous than those contained in this Agreement and which shall terminate on or before any termination or expiry of this Agreement (including early-termination);
 - (c) the Supplier shall be liable to the Academy for any breach, act or omission caused by any sub-contractor;
 - (d) no sub-contractor will have any rights under this Agreement (or in law) to enforce any right or obligation under this Agreement.

25.3 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.

26. 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).

27. Waiver

27.1 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.

27.2 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.

27.3 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.

28. 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.

29. Severance

29.1 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.

29.2 If any provision or part-provision of this Agreement is deemed deleted under clause 29.1 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.

Entire Agreement

30.1 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.

30.2 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.

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

31. 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.

32. 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.

33. Notices

33.1 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.

33.2 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 33.2(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.

33.3 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.

34. Counterparts

34.1 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.

34.2 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.

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

35. Multi-tiered dispute resolution procedure

35.1 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.

35.2 No party may commence any court proceedings under clause 37 (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.

35.3 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 37 (Jurisdiction).

36. 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.

37. 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: [insert position of **Supplier**]

Signature: [insert signature of **Supplier**]

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

SIGNED by: [print name]

Position: [insert staff position]

Signature: [insert staff signature]

Schedule 1 **The Services**

Schedule 2 **Charges, costs and payment**

Schedule 3 **Supplier's Manager and Academy's Manager**

Schedule 4 **Mandatory Policies**

The Mandatory Policies are:

- Anti-Bribery Policy.
- Anti-Bullying and Harassment Policy.
- Conflicts of Interest Policy.
- Diversity and Inclusion Policy
- General Privacy Policy.
- General Safeguarding Policy.
- Health and Safety Policy.
- Modern Slavery Policy.
- Safeguarding Children and Adults at Risk Policy.
- Whistleblowing Policy.
- National Security Risks Policy.

Copies of the policies are available here: <https://raeng.org.uk/policies>

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

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

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