

[COMPANY NAME]

[COMPANIES HOUSE NUMBER]

[REGISTERED ADDRESS]

Hereinafter defined as “you”

DATE

Dear [COMPANY NAME]

## Participation in Launch Academy Programme

The terms of this Letter of Engagement (“**Letter**”) apply between Offshore Renewable Energy Catapult, company number 4659351 (“**ORE Catapult**”), and you, in connection with your participation in Launch Academy, which involves ORE Catapult working with SMEs and other potential companies to facilitate the commercial launch of near-to-market products and services for the offshore renewables supply chain (the “**Programme**”).

### 1. STATUS OF TERMS AND CONDITIONS

By signing this Letter, you agree to be bound by the terms of this Letter in relation to your participation in the Programme.

### 2. YOUR PARTICIPATION IN THE PROGRAMME

2.1. You undertake to participate in the Programme’s Core Activity, as defined in paragraph 3. You shall nominate a programme lead who will be responsible for engagement with ORE Catapult throughout the programme and will act as a central contact for all delivery partners. This does not exclude participation of other members of staff within your organisation.

2.2. You shall have the opportunity, at your discretion, to participate in Non-Core Activity as defined in paragraph 3.

2.3. There are various delivery partners who shall support ORE Catapult in delivery of the Programme as identified below (“**Delivery Partners**”) and you shall use all reasonable endeavours to engage with, co-operate and work together with such Delivery Partners. The Delivery Partners are as follows:

2.3.1. Sponsors – those who have an interest in the offshore renewables supply chain and who shall prepare challenges and other content, as part of the Core Activity.

2.3.2. Consultants – who will run workshops and other training-related activities, as part of the Core Activity.

2.3.3. Professional Services Firms – professional services firms who shall provide professional services support, as part of Core Activity.

2.3.4. Mentors – experts in the offshore renewables industry who shall provide support where appropriate in accordance with their expertise, as part of Non-core Activity.

### 3. CORE ACTIVITY AND NON-CORE ACTIVITY

3.1. The “**Core Activity**” is as follows:

- a) Attend in-person programme *Opening Event* which includes *Offshore Wind 101* and *Intellectual Property (IP) Workshops* (two days in person)
- b) Work with Programme team through the *Innovation Management Module* to define your aims and objectives, and to progress opportunities that will advance your technology and commercial readiness for market.
- c) Meaningfully engage with the ORE Catapult Engineering & Market Analysis teams to establish scopes of work totalling 20-days to be split between *Technology Development Support* (to be delivered by the assigned engineer) and *Market and Cost Benefit Analysis* (to be delivered by the assigned analyst)
- d) Attend Sustainable Ventures In-Person Modules on *Investor Readiness & Value Proposition* and *Branding & Marketing* (two days in person)
- e) Attend *Mid-Term Event* including delivery of *Equality, Diversity & Inclusion Workshop* and One day in person)
- f) Attend final graduation event (one day in person)
- g) Meet with the Programme team regularly for check-ins as agreed.
- h) Complete baseline, graduation and 1 year post support KPI tracking surveys (10-15 min ea)

3.2. You acknowledge and agree that participation in Core Activity (that include 7 days in-person attendance) is mandatory as this is why the in-kind funding has been made available to you. You agree to participate in the Core Activity at times arranged and publicised by ORE Catapult.

3.3. If your nominated programme lead is unable to attend a scheduled Core Activity, or if another representative from within your organisation would be better suited, please notify ORE Catapult at your earliest convenience and make reasonable efforts to arrange for an appropriate substitute to attend. If no suitable substitute can be identified, you shall give ORE Catapult as much notice as is practicable in the circumstances to enable the place to be reallocated to other eligible participants. If you have not given notice to ORE Catapult that you are unable to attend any Core Activity, and you subsequently do not attend, this will be considered as a “**Non-attendance Event(s)**”. Where you have two or more Non-attendance Events, ORE Catapult shall be permitted to remove you from the Programme.

3.4. You accept that, whilst the Core Activity has been designed to be as useful and informative as possible, we make no representation or warranty (express or implied) about the accuracy or completeness of the information contained in the Core Activity. Accordingly, neither ORE

Catapult, nor any other Delivery Partner shall be liable to you for any loss or damage resulting from reliance on the same.

3.5. Where requested, you will provide any information requested ahead of any Core Activity to allow the ORE Catapult and Delivery Partners to prepare appropriately.

3.6. For the purposes of the following paragraphs the following definitions apply:

**“Non-core Activity(ies)”** means any activity which is not Core Activity (as defined above), for example engaging with Sponsors outside of Core Activity, and benefitting from/taking advantage of the additional activities and opportunities offered by the programme.

**“Project”** means a project for Non-core Activity entered into between you, ORE Catapult, and a Sponsor. It shall only be considered a “Project” under this Letter where ORE Catapult is involved (i.e. a bilateral arrangement between you and a Sponsor shall not be considered a “Project” for the purposes of this Letter).

3.7. In relation to Non-core Activity, you shall be permitted (at your discretion) to enter into a Project. A Project shall be executed under a separate agreement (“**Project Schedule**”) between ORE Catapult, the Sponsor and you. From time to time, at the request of either ORE Catapult, a Sponsor or a Participant, an additional third party may be involved in a Project.

3.8. If a Project is to be entered into, it is anticipated that the relevant Sponsor shall submit a proposal for a Project to ORE Catapult. The proposal shall contain high-level details of the proposed Project, including an indication of the parties' likely respective Inputs and any financial or in-kind contributions which will be required by it or either of the parties should the Project proceed (if applicable). ORE Catapult shall share a proposal with you, whereby you will have an opportunity to review any terms of a Project Schedule. You are not under any obligation to agree to participate in a Project. If you do wish to enter into a Project, clause 4.6 shall apply.

3.9. You are permitted to engage directly with a Sponsor (without any involvement of ORE Catapult), in which case this shall not be considered as a Project therefore the terms of this Letter shall not apply. In such cases, you and the Sponsor shall agree bilateral terms between yourselves, and ORE Catapult shall not have any involvement in the preparation or negotiation of such terms.

#### 4. INTELLECTUAL PROPERTY

4.1. For the purposes of this paragraph, “Intellectual Property” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or

extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 4.2. This Letter does not transfer any interest in existing Intellectual Property Rights.
- 4.3. You acknowledge that ORE Catapult owns the “Launch Academy” brand, the Programme and any Intellectual Property therein. You shall not do or omit to do anything which could imply or suggest that you own the “Launch Academy” brand or which may potentially have the effect of limiting or undermining ORE Catapult’s ability to utilise the “Launch Academy” brand.
- 4.4. You warrant and undertake that you own or have the right to use all Intellectual Property contributed, used, or generated by you as part of the Programme.
- 4.5. All Intellectual Property Rights developed or created pursuant to this Letter, whether under Core Activity or Non-core Activity, shall be owned by the party that created them (“Created IPR”).
- 4.6. In relation to Non-core Activity, you acknowledge and agree that you shall be permitted (at your discretion) to have exclusive discussions with a Sponsor in a Project, which may include discussions around licensing or transfer of any Created IPR owned by you. Such exclusive discussions shall be permitted with a Sponsor for 6 months from the date that the Created IPR is created (the “**Exclusive Period**”). If you and a Sponsor do not or cannot agree terms within the Exclusive Period of how to take the Created IPR forward, you shall be permitted to have open discussions with other Sponsors involved in the Programme. You may also be approached by other Sponsors (who are not involved in a Project with you) about your Created IPR. In these circumstances, you must observe the Exclusive Period that you are committed to with the particular Sponsor within a Project to which you are a party, before you commence discussions with a different Sponsor. Where such discussions or negotiations take place between you and a Sponsor at any time, ORE Catapult shall not be responsible for ensuring that such negotiations proceed or are successful.
- 4.7. Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including Created IPR) used in connection with this Letter of which it becomes aware.

## 5. PUBLICITY AND DISCLOSURE

- 5.1. You shall allow ORE Catapult, for the purposes of publicising our impact and our services, to publicly disclose your involvement in the Programme including the publication of anonymous statistics in relation to the outputs and outcomes of the Programme. As part of such publications, ORE Catapult shall not disclose any of your Confidential Information (defined in paragraph 7), without your prior written consent or as otherwise in accordance paragraph 7).
- 5.2. ORE Catapult may from time to time wish to publish non-anonymous information in relation to your involvement in the Programme. We will only do this with your prior written consent,

and in such cases, you will have the opportunity to review and approve the content of any proposed publication.

5.3. You acknowledge that the Sponsors may also use photographs and other general information (except for Confidential Information relating to your pitched concepts, inventions or ideas) for the purposes of publicising the Programme.

5.4. Other than as explicitly provided in this Letter or in the associated declarations, neither party shall make any use whatsoever of any name, logo or brand name of the other party without the other party's explicit prior written consent.

## 6. DATA PROTECTION

6.1. In this Letter, "Data Protection Legislation" means all relevant laws relating to data protection, the processing of personal data and privacy, including: the UK GDPR and the Data Protection Act 2018 (together "Data Protection Legislation"). In connection with the Programme we may process "personal data", where such term is as described in Data Protection Legislation, which you provide to ORE Catapult during the Programme.

In order to run, manage and deliver the Programme, we will be required to process business contact information relating to employees within your company who are involved in the Programme, such as name, business email address and work telephone number. The collection, storage and processing of this information shall be done in accordance with Data Protection Legislation. More information on how we use your data can be found on our privacy notice online, as well as who to contact if you wish to find out more information.

## 7. CONFIDENTIALITY

7.1. Subject to paragraphs 5 and 7.3, the parties undertake to maintain the confidentiality of the Confidential Information of the other party; and to use the Confidential Information of the other party only to the extent necessary to facilitate your engagement in the Programme.

7.2. For the purposes of this Letter, "**Confidential Information**" means all confidential information (however recorded, preserved or disclosed) disclosed before or after the date of this Letter by either you or us or the Sponsors and/or any subcontractor, agent, employee or other personnel employed, instructed or appointed by that Party to the other party and/or any subcontractor, agent, employee or other personnel employed, instructed or appointed by that Party, whether or not marked as confidential, including but not limited to:

7.2.1. Terms of this Letter;

7.2.2. any information that would be regarded as confidential by any person exercising reasonable business judgement relating to, without limitation, the following:

7.2.2.1. the business, affairs, financial, strategic, commercial, and technical information, competitive analyses, customers, clients, suppliers, plans, intentions,

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or market opportunities of the disclosing Party or of the disclosing Party's subsidiary, parent or sister companies;

7.2.2.2. the materials, operations, processes, product information, research, ideas, techniques, models, know-how, designs, drawings, trade secrets, documentation, data, programmes, or software of the Disclosing Party or of the disclosing Party's subsidiary, parent or sister companies;

7.2.2.3. subject to the provisions of paragraph 6 above, personal data; and

7.2.2.4. any information or analysis derived from Confidential Information.

7.3. ORE Catapult shall be permitted to disclose Confidential Information to its funding body, being Innovate UK, to any successor body to Innovate UK and to any other third-party public sector funder providing funding to the Programme (together, **Funder(s)**), providing that such recipients are under confidentiality obligations no less onerous than those contained in this paragraph 7.

7.4. Where you wish to have confidential discussions with any Delivery Partner, you may wish to enter into a separate bilateral confidentiality agreement with that Delivery Partner.

## 8. SUBSIDY CONTROL

8.1. For the purposes of this paragraph, "**UK Subsidy Control Framework**" means any legislation applicable in the United Kingdom on or after 1 January 2021 that regulates the granting by an organisation of any advantage which threatens to or actually distorts competition in the United Kingdom and/or any other country or countries.

8.2. You warrant and undertake that you are permitted to participate in the Programme in a way which is compliant with the UK Subsidy Control Framework and that you have received, accurately completed and returned the Minimal Financial Assistance ("**MFA**") Notification Declaration ("**Notification**") issued to you by ORE Catapult. The Notification indicates the basis on which a subsidy is granted to you and the relevant amount of subsidy. The value of subsidy is calculated by reference to the monetary value of support given to you as part of the Programme. You acknowledge and agree that we are required to retain this Notification and associated information for up to 10 years, and that we are required to share this information with any Funder as notified to you in the Notification, as well as any other information which is required to demonstrate that your participation in the Programme is compliant with the UK Subsidy Control Framework. You are advised to keep a copy of the Notification for your own records.

## 9. RECORD KEEPING, MONITORING AND REPORTING

9.1. Where requested to do so by ORE Catapult, you shall maintain detailed information and documentation ("**Records**") to demonstrate the impact that your participation in the Programme has had on your company. Such Records shall be provided to ORE Catapult in accordance with the template reporting form which shall be issued to you by ORE Catapult.

**This document is for review only and does not require action at this stage**

These Records shall be kept for a period of ten (10) years, to allow us to comply with subsequent reporting obligations to any Funder(s). You acknowledge and agree that we may be required to share such Records with any Funder.

9.2. Where we are subject to an audit by a Funder (including in relation to compliance with UK Subsidy Control Framework), you shall provide all reasonable assistance and co-operation promptly, to allow us to fulfil our audit requirements to the Funder.

9.3. Your participation in the Programme shall be monitored in general terms by ORE Catapult and for a period of up to two (2) years after it finishes ("**Monitoring Period**"). During the Monitoring Period, ORE Catapult may request that you carry out surveys, questionnaires or similar, for the purposes of overall Programme monitoring and continuous improvement. You agree to take part in such information-gathering exercises and understand that this information shall be shared with any Funder.

## 10. LIMITATION OF LIABILITY

10.1. ORE Catapult and the Delivery Partners shall have no liability to you for any loss or consequence arising out of or in connection with this Letter or your participation in the Programme, whether directly or indirectly, or howsoever arising.

10.2. Notwithstanding paragraph 10.1, in the event that ORE Catapult or a Delivery Partner would be deemed liable for any loss or consequence arising out of or in connection with this Letter or your participation in the Programme, ORE Catapult's and a Delivery Partner's liability is limited to the monetary value of support you have received from the Programme at the point a claim is made.

10.3. Nothing in this clause limits any party's liability where such liability cannot be excluded or limited in law.

## 11. AMENDMENTS TO THIS LETTER

11.1. ORE Catapult reserves the right to change the terms of this Letter by giving you not less than 1 months' written notice.

## 12. GOVERNING LAW

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 13. JURISDICTION

We and you irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Letter or its subject matter or formation (including non-contractual disputes or claims)

EXECUTION PAGE

Signed for and on behalf of **OFFSHORE RENEWABLE ENERGY CATAPULT**

..... Authorised Signatory

..... Job Title

..... Print Name

..... Date

Signed for and on behalf of **PARTICIPANT COMPANY**

..... Authorised Signatory

..... Job Title

..... Print Name

..... Date

SAMPLE