

[Name of company]

[Company number]

[Company registered office address]

Hereinafter defined as “**you**”

[Month] 2025

Dear [insert name of representative at participant company]

Participation in the Orsted Challenge

The terms of this Letter of Engagement (“**Letter**”) apply between ORE Catapult Development Services Limited company number 05636283 (“**ORE Catapult**”), the Digital Catapult, company number 07964699 (“**Digital Catapult**”) (together the “**Delivery Partners**”) and you, in connection with your participation in The Ørsted Digital Innovation Challenge, which involves two successful companies developing digital solutions for Operations & Maintenance in the offshore wind sector, working alongside Ørsted Wind Power A/S, with company number FC034367 with a registered address C/O Orsted A/S, Kraftvaerksvej 53, Skaerbaek, Fredericia 7000, Denmark (“**Ørsted**”) on refining the use case while also receiving access to sector-specific technology expertise from Digital Catapult and Offshore Renewable Catapult. (the “**Programme**”).

0 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.

1 YOUR PARTICIPATION IN THE PROGRAMME

- 1.1. You undertake to participate in the Programme and actively participate in challenge-related activities including actively engaging with the activities described in Schedule 1 (the “**Activities**”). The Activities are designed to progress, develop, adapt and integrate your digital solution into the offshore wind market as described in schedule 2 (the “**Digital Solution**”).
- 1.2. As participants in the Programme it is expected that you will maintain a high level of communication and engagement with the Delivery partners, as such you shall undertake to use all reasonable endeavours to engage with, co-operate and work together with the Delivery Partners and undertake to commit sufficient resources to develop the Digital Solution.
- 1.3. If in the opinion of the Delivery Partners your engagement has fallen below the expected standard of engagement the parties will proceed with the Escalation procedure as set out in clauses 2.3.

2 ACTIVITIES

2.1. You acknowledge and agree that engagement with the Delivery Partners and participation with the Activities is mandatory. You agree to participate in the Activities as agreed with the Delivery Partners.

2.2. Without prejudice to the generality of paragraph 2.1, your Programme obligations include:

- a) Complete a technical questionnaire to collect information on your Digital Solution and potential development requirements
- b) Work with Programme team to define your Digital Solution (it's applicability to offshore wind) and the development objectives of the Programme;
- c) Participate in any workshops, events or training offered or carried out by the Delivery Partners or Ørsted;
- d) Meet with the Programme team regularly for check-ins as agreed;
- e) Attend regular progress calls with the Delivery Partners and Ørsted [to present and discuss the progress of your Digital Solution].
- f) Attend one Programme close out call to discuss the Programme and its outcomes.
- g) Engage with the Delivery Partners via emails, calls, meetings and deliverables as required by the Programme and to the satisfaction of the Delivery Partners. For clarity the level of engagement required will be at the sole discretion of the Delivery Partners.
- h) Complete impact reporting obligations as set out in clause 8.1.

2.3. In the event that your engagement falls below the standards set in clause 2.2 the parties shall follow the procedure set out in this clause 2.3:-

2.3.1. The Delivery Parties shall deliver to you an "Engagement Notice". This notice will contain details explaining why the Delivery Partners believe that your engagement has fallen below the expected standard.

2.3.2. No more than 7 days from the date you received Engagement Notice you will be required to attend a resolution meeting, with the Delivery team to discuss what is required from the parties to improve engagement and progress with the Programme.

2.3.3. If for any reason the engagement issue cannot be resolved at this meeting then the issue will be referred to a senior employee or a director, who will attend a resolution meeting with the Delivery Partners and a representative of Ørsted and will in good faith attempt to resolve any remaining issues.

2.3.4. If after 30 days service of the Engagement Notice the issues highlighted in said notice have not been resolved in the opinion of the Delivery Partners acting in good faith or in the opinion of the Delivery Partners your engagement remains unsatisfactory then,

after discussion with Ørsted, the Delivery Partners will be permitted to remove you from the Programme.

- 2.4. You accept that, whilst the Activities have 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 provided as part of the Activities. Accordingly, neither Delivery Partner nor Ørsted shall be liable to you for any loss or damage resulting from reliance on the same.
- 2.5. Where requested, you will provide any information requested ahead of any Activities to allow the Delivery Partners to prepare appropriately.
- 2.6. In the event that you and Ørsted wish to carry out activities outside of the Activities without the involvement of the Delivery Partners, such activity shall not be governed by this Letter. In these circumstances you and Ørsted shall agree bilateral terms for such activities and the Delivery Partners shall not have any involvement in the preparation or negotiation of such terms.

INTELLECTUAL PROPERTY

- 2.7. 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.
- 2.8. This Letter does not transfer any interest in existing Intellectual Property Rights.
- 2.9. You acknowledge that you have no rights in any Programme branding. You shall not do or omit to do anything which could imply or suggest that you own the Programme brand, or which may potentially have the effect of limiting or undermining the Delivery Partners or Ørsted’s ability to utilise the Programme brand. If you do wish to use the Programme branding, including but not limited Programme logo’s then you must give 7 days’ notice to each Delivery Partner and Ørsted.
- 2.10. 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.
- 2.11. All Intellectual Property Rights developed or created in relation to the Digital Solution shall be owned by you (“**Created IPR**”). You acknowledge that any Intellectual Property owned by the Delivery Partners or Ørsted prior to the Programme or developed separately outside the scope of the Programme (“**Background IPR**”) shall remain the property of that party.

Further to this any improvements or modifications to any Background IPR will remain the property of the original owner.

- 2.12. The Participant grants to the Delivery Partners a royalty-free, fully paid-up, non-exclusive licence to use its Background IPR and any Created IPR for the purpose of carrying out the Programme.
- 2.13. The Participant shall indemnify and hold harmless the Delivery Partners, and their officers, employees, agents, and subcontractors, from and against all claims, liabilities, losses, damages, and reasonable costs (including legal fees) arising from any third-party claim that the use of the Participant's Background IPR for the purposes of the Programme infringes that third party's intellectual property rights, except to the extent the claim results from use other than as permitted under this Agreement.
- 2.14. You shall immediately give written notice to the Delivery Partners of any actual, threatened or suspected infringement of any party's (including third parties) Intellectual Property Rights used in connection with this Letter of which it becomes aware.

3 PUBLICITY AND DISCLOSURE

- 3.1. You shall allow the Delivery Partners, for the purposes of publicising their impact and their 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, the Delivery Partners shall not disclose any of your Confidential Information (defined in paragraph 5), without your prior written consent or as otherwise in accordance paragraph 5).
- 3.2. The Delivery Partners 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.
- 3.3. You acknowledge that Ørsted 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.
- 3.4. Without prejudice to paragraph 3.3, and 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.

4 DATA PROTECTION

- 4.1. 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 the Delivery Partners during the Programme.

In order to run, manage and deliver the Programme, the Delivery Partners 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 the Delivery Partners use your data can be found in their privacy notices located on their websites, as well as who to contact if you wish to find out more information.

5 CONFIDENTIALITY

5.1. Subject to paragraphs 3 and 5.3, the parties undertake to maintain the confidentiality of the Confidential Information of the other parties; and to use the Confidential Information of the other parties only to the extent necessary to facilitate your engagement in the Programme.

5.2. For the purposes of this Letter, “**Confidential Information**” means all confidential information (however recorded, preserved or disclosed) disclosed on or after the date of this Letter by either Delivery Partner or you and/or any subcontractor, agent, employee or other personnel employed, instructed or appointed by that party to the other parties 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:

5.2.1. Terms of this Letter;

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

5.2.2.1. the business, affairs, financial, strategic, commercial, and technical information, competitive analyses, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party or of the disclosing party's subsidiary, parent or sister companies;

5.2.2.2. 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;

5.2.2.3. subject to the provisions of paragraph 4, personal data; and

5.2.2.4. any information or analysis derived from Confidential Information.

5.3. The Delivery Partners shall be permitted to disclose Confidential Information to their funding body, being Innovate UK, to any successor body to Innovate UK and to Ørsted (together, **Funder(s)**) to the extent required for the administration and delivery of the Programme and Activities and provided that in the case of disclosures to Ørsted, Ørsted is bound by confidentiality obligations no less onerous than those contained in this paragraph 5.

- 5.4. If you wish you can enter a separate bilateral confidentiality agreement with Ørsted to allow the sharing of confidential information in relation to your participation in this Programme.

6 RECORD KEEPING, MONITORING AND REPORTING

- 6.1. 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 the Delivery Partners in accordance with the template reporting form which shall be issued to you by ORE Catapult. 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.
- 6.2. Digital Catapult will issue an on boarding impact survey to the Participants and three offboarding impact surveys to be completed 6 months and 12 months after the completion of the Programme. You will be required to complete all four impact surveys as requested and comply with any reasonable request made by the Digital Catapult in relation to these impact surveys.
- 6.3. Your participation in the Programme shall be monitored in general terms by ORE Catapult ("**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.

7 LIMITATION OF LIABILITY

- 7.1. 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.
- 7.2. Notwithstanding paragraph 7.1, in the event that 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, the 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.
- 7.3. Nothing in this clause limits any party's liability where such liability cannot be excluded or limited in law.

8 AMENDMENTS TO THIS LETTER

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

9 GOVERNING LAW

9.1. 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.

10 JURISDICTION

10.1. 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).

Yours faithfully,

[insert signatories name]

ORE Catapult

.....

For and on behalf of [participant company] I hereby accept the terms of this Engagement Letter

.....*Signed*

.....*Date*

For and on behalf of Digital Catapult, I hereby accept the terms of this Engagement Letter

.....*Signed*

.....*Date*

Schedule 1 – Activities

[Drafting note: Schedule to be completed after competition winners selected]

Schedule 2 – Digital Solution

[Insert technical description of the Digital Solution]