

Letter of Engagement – Accelerating Innovations Programme

[Name of company]

[Company number]

[Company registered office address]

Hereinafter defined as “**you**”

[Month] 2026

Dear [insert name of representative at participant company]

Engagement with the Wind Innovation Hub (the “WIH”)

The terms of this Letter of Engagement (“**Letter**”) apply between Offshore Renewable Energy Catapult company number 04659351 (“**ORE Catapult**”), the **Delivery Partners** (as described in Schedule 2) and you, in connection with your engagement with the WIH, where you will receive in-kind support up to the value of one hundred thousand pounds (the “**Funding**”) from the Delivery Partners (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 engagement with the Programme.

2. YOUR ENGAGEMENT IN THE PROGRAMME

- 2.1. You undertake to participate in the Programme and actively engage with the activities described in Schedule 1 (the “**Activities**”). The Activities are designed to help support and develop your company.
- 2.2. 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 make the Programme a success.
- 2.3. If in the opinion of the ORE Catapult your engagement has fallen below the expected standard of engagement the parties will proceed with the Escalation procedure as set out in clauses 2.4.

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2.4. In the event that your engagement falls below the standards set this clause 2 the parties shall follow the procedure set out in this clause 2.4:-

2.4.1. ORE Catapult shall deliver to you an “Engagement Notice”. This notice will contain details explaining why ORE Catapult believe that your engagement has fallen below the expected standard.

2.4.2. 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.

2.4.3. 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 ORE Catapult and will in good faith attempt to resolve any remaining issues.

2.4.4. If after 30 days service of the Engagement Notice the issues highlighted in said notice have not been resolved in the opinion of the ORE Catapult acting in good faith or in the opinion of the ORE Catapult your engagement remains unsatisfactory then, you will be required to repay the monetary value of the support you have received up to and including the date, 30 days after the date you received the Engagement Notice.

3. ACTIVITIES & DELIVERY PARTNERS

3.1. You acknowledge and agree that engagement with the ORE Catapult and the Delivery Partners and participation with the Activities is mandatory. You agree to participate in the Activities as agreed with the ORE Catapult and where applicable the Delivery Partners.

3.2. Without prejudice to the generality of paragraph 2, your Programme obligations will be found in schedule 1.

3.3. 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 ORE Catapult and the Delivery Partners shall be liable to you for any loss or damage resulting from reliance on the same.

3.4. Where requested, you will provide any information requested ahead of any Activities to allow ORE Catapult the Delivery Partners to prepare appropriately.

3.5. The value of the Support shall be valued at the discretion of ORE Catapult in consultation with the Delivery Partners and can be found in Schedule 1.

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- 3.6. Where the Programme requires support to be delivered by a Delivery Partner, such support shall be governed by the Terms and Conditions found in Schedule 3 and the terms of this letter. If there is a conflict between the Delivery Partner Terms and Conditions and the terms of this letter the terms of this letter shall have effect unless agreed otherwise by ORE Catapult and the Delivery Partners.

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 you have no rights in any Programme branding, ORE Catapults branding or the Delivery Partners branding (together the “Branding”). You shall not do or omit to do anything which could imply or suggest that you own the Branding, or which may potentially have the effect of limiting or undermining the Delivery Partners ability to utilise the Branding. 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.
- 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, created in relation to your Intellectual Property shall be owned by you (“**Created IPR**”). You acknowledge that any Intellectual Property owned by ORE Catapult and the Delivery Partners 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.
- 4.6. You shall immediately give written notice to ORE Catapult and any relevant Delivery Partner 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.

5. PUBLICITY AND DISCLOSURE

- 5.1. You shall allow ORE Catapult and 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, ORE Catapult and the Delivery Partners 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 and 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.
- 5.3. You acknowledge that ORE Catapult and the Delivery Partners 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. Without prejudice to paragraph 4.3, 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.

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 the Delivery Partners during the Programme.

In order to run, manage and deliver the Programme, ORE Catapult and 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 ORE Catapult and 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.

7. CONFIDENTIALITY

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7.1. Subject to paragraphs 5 and 7.3, 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.

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 ORE Catapult, the Delivery Partners 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:

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, 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 their funding body, being Innovate UK, to any successor body to Innovate UK (the **Funder**) and to any consultants to the extent required for the administration and delivery of the Programme and as required by the Funder in order for ORE Catapult to demonstrate its impact.

8. RECORD KEEPING, MONITORING AND REPORTING

8.1. 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 ORE Catapult and where appropriate 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.

8.2. 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.

9. LIMITATION OF LIABILITY

9.1. 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.

9.2. Notwithstanding paragraph 9.1, 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 and 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.

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

10. TERMINATION AND CLAWBACK OF FUNDING

10.1. ORE Catapult may terminate this Agreement on written notice to you.

10.2. ORE Catapult and the Delivery Partners shall be under no obligation to supply the Funding unless the Company complies with this Agreement.

10.3. ORE Catapult may at its discretion (acting reasonably) reduce, or suspend the Funding, require all or part of the Funding (or the equivalent monetary value) to be repaid if or terminate this Agreement where:

10.3.1. you fail to comply with any terms of this Agreement; or

10.3.2. any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the agreement in advance of ORE Catapult; or

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10.3.3. any material information provided by you in regard to your company, its financial position or its business case for use of the Funding is found to be incorrect, misleading or incomplete; or

10.3.4. insufficient measures are being taken to investigate and resolve any reported material irregularity;

10.3.5. any fraud has occurred in respect of the Funding or the Programme;

10.3.6. an Event of Default occurs and any corrective action requested by ORE Catapult is not taken within the timescale agreed with you; or

10.4. In addition to any clauses which specify that an action, inaction or event is an Event of Default, following are also Events of Default:

10.4.1. You or any person employed by you or on your behalf has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for, doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of this Agreement or any other contract with ORE Catapult; or showing, or refraining from showing, favour or disfavour to any person in relation to this Agreement or any other contract with ORE Catapult;

10.4.2. You or any person employed by you or on your behalf has committed any offence under the Bribery Act 2010; or

10.4.3. Repayment of all or part of the Funding is required under Subsidy Control Rules.

10.4.4. The decision of ORE Catapult to withhold or suspend any of the Funding shall be without prejudice to its other rights and remedies.

10.4.5. If ORE Catapult determines that an Event of Default has or may have occurred, ORE Catapult shall give written notice to you specifying the relevant Event of Default and give you an opportunity to rectify the relevant Event of Default within such period as is agreed with you or as would otherwise be considered as reasonable opportunity.

11. SUBSIDY CONTROL

11.1. For the purposes of this clause “**Subsidy Law**” shall be defined as “(a) the Subsidy Control Act 2022 and any subordinate legislation made under the same from time to time, together with any guidance issued by the relevant Government department or the Competition and Markets Authority in relation to such legislation; and (b) to the extent that Article 10 of the Northern

Ireland Protocol in the “Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community” applies, the provisions set out in Annex 5 of the Northern Ireland Protocol, as amended and/or replaced from time to time.”

- 11.2. The provision of the Funding to you is made on the basis that the Programme complies with applicable Subsidy Law (including the Subsidy Control Act 2022) and in reliance on the accuracy and completeness of the information provided by you. You acknowledge and agree that the Funding constitutes Minimal Financial Assistance (“MFA”). The provision of any Funding is conditional upon you confirming, by way of a completed Minimal Financial Assistance declaration (in a form required by ORE Catapult), that you are eligible to receive the Funding and that receipt of the Funding will not cause you to exceed the applicable MFA threshold. The Delivery Partners shall have no obligation to provide any Funding unless and until such declaration has been received and accepted.
- 11.3. No support shall be provided to you if you become subject to a recovery order following a decision from any competent body declaring any of the Funding to be incompatible with Subsidy Law.
- 11.4. You shall comply with all applicable requirements relating to MFA, including maintaining appropriate records and providing such information as may reasonably be required to demonstrate compliance with Subsidy Law.
- 11.5. ORE Catapult may monitor the Company’s compliance with the requirements of this clause 11 and any failure to comply with such requirements shall be deemed an Event of Default.
- 11.6. ORE Catapult may vary or withhold any or all of the Funding and/or require repayment of the Funding already supplied: (a) ORE Catapult is required to do so as a result of a decision by any competent body or as a result of any obligation arising under law or any other applicable law or binding decision; (b) ORE Catapult becomes aware that you are not complying with Subsidy Law in relation to the Programme; (c) is required to do so for any reason by the Funder.
- 11.7. You shall take all reasonable steps to assist ORE Catapult to comply with the Subsidy Law and respond to any investigation(s) of any court or body of competent jurisdiction into the Programme.

12. AMENDMENTS TO THIS LETTER

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

13. GOVERNING LAW

These terms 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.

14. 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)

Yours faithfully,

[insert signatories name]

ORE Catapult /Wind Innovation Hub

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

Signed:

.....
Director / Company Secretary for and on behalf of [participant company]

Print Name:

.....

Date:

.....

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Schedule 1 – Activities

SAMPLE

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Schedule 2 – Delivery Partners

- NCC Operations Limited, company number 07304890 (“**NCC**”)
- National Manufacturing Institute of Scotland as represented by the University of Strathclyde, incorporated by Royal Charter, a Charity registered in Scotland with Charitable Status (Registration No. SC015263) (“**NMIS**”)

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Schedule 3 – Delivery Partners Terms and Conditions

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