

PART E - Terms of Engagement of Pathfinder Projects

The Pathfinder Programme is being made available by the Department for Transport (DfT), the Department for Business, Energy and Industrial Strategy (BEIS), the Civil Aviation Authority (CAA) and the Connected Places Catapult (CPC) collectively referred to as the **“Steering Committee”**.

These Terms of Engagement (**“Terms”**) shall apply to any Applications made for the Programme by the Lead Party and those parties identified as the team expertise collectively on the Application together they form the **“Consortium”**. The Consortium acknowledges that by submitting a Project Application under the Programme that these Terms shall apply.

These Terms shall continue to apply for the lifetime of any Projects that are nominated under the Programme. The Consortium agrees to use reasonable endeavours to ensure that these Terms shall also apply to any work that is sub-contracted to any third parties as part of the Project.

These Terms cannot be waived or varied without the express consent of the Steering Committee. The Steering Committee reserves the right to vary these Terms from time to time.

Pathfinder Programme

The Programme is currently not funded and the Consortium understands that the Project will require self-funding solely by the Consortium. The Consortium will ensure that it has secured the relevant funding required to complete the Project.

It is important that the Programme remains focused on aggressively tackling the challenges facing the UK for drone implementation. The Steering Committee therefore reserves the right to reassess the entire scope of the Programme and the scope of each Project at its discretion. To ensure that the focus remains current the Pathfinder Challenges detailed at Part C – Application Guidance will not be definitive and may be updated from time-to-time at the Steering Committee’s discretion.

Activities which are not in support of the Pathfinder Challenges identified in the Part C - Application Guidance, or a new challenge accepted by the Steering Committee, will not be accepted onto the Programme.

Due to the competitive nature of the industry, once the Consortium has been notified of that the Project was successfully nominated for the Programme, the Steering Committee and Consortium will agree a commencement date for the Project.

Use of Application information and Data Protection Privacy Notice

The Steering Committee and their respective companies and organisations will use the information provided on the Application for the purposes of processing the Application. This may include:

- Registration of the Application and any supporting documents and proposals.
- Preparation of the Application materials for use by the Steering Committee.
- Review of Application documentation and materials, including any personal data, and any required investigation by the Steering Committee.
- Administration of the Application.
- Inviting the Consortium to attend a presentation.
- Contacting the Consortium to advise the outcome of the Application.
- Working with the Consortium on the Project if the Application is deemed successful;

The sharing of any Application information, including any personal data, will be on a strictly confidential basis.

The Steering Committee obligations for accountability and the dissemination of information may also be made available to auditors, solicitors, accountants and other monitoring organisations.

During and/or after completion of the Application or Project, the CPC may contact the Consortium concerning funding opportunities or events or for the purposes of evaluation. The CPC may use and process the personal data of the members of the Consortium where it is necessary for the CPC to pursue our legitimate interests, or that of a third party, for the following purposes:

- for profile-raising activities (other than where the CPC relies on consent to contact via email or text with information about the CPC products and services);
- to pass the Consortium names and email addresses to Innovate UK and its appointed suppliers and service providers for market research purposes who (if you are selected) will contact the Consortium members with a request to voluntarily participate in either a survey or in depth interview where you will be asked questions concerning the Consortium's participation in the Programme, any of CPC's projects and your engagement with CPC generally;
- for analysis to inform our profile-raising strategy, and to enhance and personalise the Consortium's customer experience (including to improve the recommendations we make to you on our website);
- to correspond or communicate with the Consortium;
- to verify the accuracy of the personal data that the CPC hold about the Consortium and create a better understanding of the Consortium members as customers;
- for network and information security in order for the CPC to take steps to protect the Consortium members' personal data against loss or damage, theft or unauthorised access;
- for prevention of fraud and other criminal activities;
- to comply with a request from the Consortium in connection with the exercise of the Consortium's rights (for example where the Consortium have asked the CPC not to contact the Consortium for profile raising purposes, the CPC will keep a record of this on its suppression lists in order to be able to comply with the request);
- to assess and improve the CPC's service to customers through recordings of any calls with our contact centres;

- for the management of queries, complaints, or claims; and
- for the establishment and defence of our legal rights.

The Programme is working towards compliance with the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018. All personal data collected by the CPC and/or Steering Committee during the Application for the Project will be handled in accordance with the GDPR Principles.

Accountability and Responsibilities of the Consortium

The Consortium must ensure compliance with all relevant legislation and government regulation, including that introduced while the Project is in progress. The Consortium is expected to:

- accept responsibility for the running of the Projects under the Programme, including ensuring open discussions, reporting requirements are met and the sharing of lessons learnt.
- submit any requests for proposed publications or press releases to the Programme Manager for review and approval in advance of publication as per the publication requirements detailed below. The Programme Manager will seek approval from the Steering Committee as required.
- be fully accountable for the Project and the conduct of the research being undertaken and adopt the principles and standards of good practice.
- ensure that the funds used for this Project are spent in the way that is consistent with the purpose of the Project.
- accept responsibility for seeking the relevant approvals, permissions or licences that are required to undertake the Project.
- ensure that the Project is organised and undertaken within a framework of best practice that recognises various factors that may influence or impact on the Project.
- ensure that the Project is managed in accordance with ethical guidelines and that any ethical issues relating to the Project are identified in advance and managed accordingly.
- ensure that a safe working environment and health and safety practices are adopted for those working on the Project.
- ensure that any potential conflicts of interest in the Project are declared and subsequently managed.

- undertake due diligence on any third parties or subcontractors used to deliver any part of the work for the Project.

The Consortium acknowledges that as an organisation carrying out business in the United Kingdom it is required to comply with the Modern Slavery Act 2015. The Consortium will take steps to ensure that its operations and supply chains are trafficking and slavery free.

The Consortium shall be responsible for compliance with the terms of the Equality Act 2010 including any subsequent amendments introduced whilst the Project is in progress.

Responsibilities of the Steering Committee

The governance and responsibilities of the Steering Committee is detailed in the Part A - Pathfinder Framework. The Steering Committee will provide a designated point of contact from the CPC. The Programme Manager will be the Consortium's first point of contact for the progress and reporting requirements of the Project.

Progress and Reporting

The Consortium are required to keep the Steering Committee up to date on the progress of the Project. This includes ensuring that the Consortium and Programme Manager are in regular contact and communicate the progress and any updates for the Project on a no less than monthly basis.

The Consortium will advise the Programme Manager of any failure to gain access to research facilities and services, the progression of any approval, permissions or licences and particularly those which make it unlikely that the objectives of the Project can be achieved.

The Consortium acknowledges that it should advise the Programme Manager of any major changes needed in the proposed Project and the Steering Committee will assess the impact on the Project overall and accommodate changes where possible to facilitate the successful completion of the Project.

If successfully nominated for the Programme, the Consortium will be responsible for providing the detailed milestone achievements to the Steering Committee. Progress reports may also be requested by the Steering Committee, and any supporting documents. These reports shall be required quarterly and should be submitted to the Programme Manager.

The Consortium will, upon request by the Steering Committee, provide progress updates and lessons learnt to the Programme Manager and Steering Committee. The intention is for such communications to take place via the Pathfinder Community Days which are held quarterly.

Intellectual Property and Publication

It is the responsibility of the Steering Committee and the Consortium to make every reasonable effort to ensure that the intellectual assets obtained in the course of the Project, whether

protected by intellectual property rights or not, are used to the benefit of the society and economy and should be exploited for the national benefit and to publish the outcomes and results of the Project. Project outputs should be disseminated to both research and more widespread audiences, for example to inform potential users and beneficiaries of the research.

Unless stated otherwise, the ownership of all Intellectual assets, including intellectual property, and the responsibility for their application, rests with the organisation that generates them.

Where the Project is associated with more than one party on the basis of a collaboration between organisations, the ownership of intellectual property and the rights to exploitation is expected to be set out in a formal collaboration agreement. It is the responsibility of the Consortium to have such agreement in place.

The Consortium acknowledge that they are aware of this arrangement at the time of application of the Project.

Publication in other forms of media communication, including media appearances, press releases and conferences, should acknowledge the support received by the Steering Committee under the Programme. Any proposed publications should be submitted to the CPC Programme Manager for approval by the Steering Committee in advance of publication as required.

Confidentiality

The Steering Committee and Consortium both undertake to keep confidential and not to disclose to any third party, or to use themselves other than for the purposes of the Project or as permitted under or in accordance with these Terms, any confidential or secret information in any form directly or indirectly belonging or relating to the other, its affiliates, or their business or affairs, disclosed by the one and received by the other pursuant to or in the course of undertaking these Terms or the Project, including without limitation any results, technology, background Intellectual property or arising Intellectual Property of the other and the terms and conditions (“**Confidential Information**”).

The Steering Committee and Consortium both undertake to only disclose the Confidential Information of the other to those of its representatives to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under these Terms. The Steering Committee and Consortium both ensure that all such personnel enter into and observe a confidentiality undertaking no less onerous to that imposed upon the Steering Committee and Consortium. The Steering Committee and Consortium both shall at all times remain liable for their representatives’ compliance with this provision.

The obligations contained in this provision shall survive the expiry or termination of these Terms for any reason, but shall not apply to any Confidential Information which:

- 1.1.1. is publicly known at the time of disclosure to the receiving party; or

- 1.1.2. becomes publicly known otherwise than through a breach of these Terms by the receiving party or its representatives; or
- 1.1.3. can be proved by the receiving party to have reached it otherwise than by being communicated by the other party including:
 - 1.1.3.1. being known to it prior to disclosure; or
 - 1.1.3.2. having been developed by or for it wholly independently of the other party; or
 - 1.1.3.3. having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry; or
 - 1.1.3.1. is required by law, regulation or order of a competent authority (including any funding, regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where and insofar as reasonably practicable, the disclosing party is given advance notice of the intended disclosure, the information is limited to what is reasonably necessary to disclose, and the receiving party takes reasonable steps to protect the disclosure under contract.

Disclaimer

To the extent permissible by law, the Steering Committee excludes all liability, financial or otherwise arising from or otherwise in connection with the Project. The Steering Committee reserves the right to vary the scope of the Project and terminate the Project at any time, subject to reasonable notice to the Consortium.

Laws and Regulations

The Steering Committee is indirectly subject to the Freedom of Information Act 2000 and may be obliged under means the Freedom of Information Act 2000 (FOIA) to disclose information in its possession or control. The Steering Committee shall notify the Consortium of any request to disclose pertaining this Programme under FOIA and shall use all reasonable endeavours to prevent the disclosure of any Confidential Information of either Party under the FOIA.

If any provision of these Terms is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining Terms which will continue in force.

These Terms set out the whole agreement between the Steering Committee and Consortium in relation to the Project. The Steering Committee does not intend that any of these terms should be enforceable by any third party.

These Terms will be governed by the laws of England and Wales; all matters relating to the Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.