

LETTER OF ENGAGEMENT

[REDACTED]
Bldg 405, MOD Corsham
Westwells Road
Corsham
Wiltshire, SN13 9NR

Moving Ahead Limited
R+ Building
2 Blagrove Street
Reading
Berkshire
RG1 1AZ

2nd October 2024

Dear [REDACTED]

Thank you for engaging us to provide professional services related to the Women in Defence UK crosscompany mentoring programme. [REDACTED] will have primary responsibility for this assignment, and Yvonne Rowland (Cross Company Programmes Team Lead) will be your main point of contact. This engagement letter and the attached terms of service (schedule 1) set out the basis of our relationship with you.

Period of engagement

This engagement will start in October 2024 and the services (as set out in schedule 1) will be delivered from this date onwards and for the duration of the nine (9)-month programme ending July 2025, when the services will come to an end.

Scope of services

The summary of services and key deliverables are set out in schedule 1 and only the services which are listed in schedule 1 are included within the scope of our instructions. Should you wish to receive additional services we would be delighted to discuss these with you and agree any further work in writing (and should we agree to carry out additional services for you, we will provide you with a new or amended schedule 1 or engagement letter, as appropriate).

In order to ensure that we can deliver the services set out in schedule 1 to you as effectively and efficiently as possible, we may also ask you to carry out certain tasks or take on certain responsibilities. Where these apply, they will be set out in schedule 1 or in a statement of work (if one is agreed) as applicable.

Fees and participant volume

Our fees are £17,000 plus applicable VAT for up to 25 pairs and will be charged in accordance with this contract. Our fees will not include reasonable out-of-pocket expenses incurred by us which will be chargeable in addition by us in accordance with our terms of business.

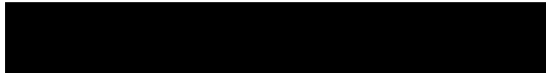
Payment Schedule

Invoices will be sent within 14 days of a signed contract being returned. You will pay each invoice in pounds sterling and within 30 days of receipt.

Your agreement

Please confirm your agreement to the terms of this engagement letter, including the attached schedules of services and terms of business, by signing and returning one copy of this engagement letter. If we do not receive a signed copy of this engagement letter from you but you nevertheless ask us to start providing the services, then that will be treated as your agreement to proceed on the basis set out in this engagement letter.

Yours sincerely,

**Acceptance**

I acknowledge receipt of your letter dated 2nd October 2024 the attached schedule of services and the standard terms of business which set out the agreement between us concerning your appointment to carry out the work described in those documents.

Signed on behalf of Ministry of Defence, Defence Digital

Signed.....

Name.....

Date.....

Schedule 1: Moving Ahead Terms of Service

About these Terms

- These terms apply to your participation in the cross-company mentoring programme that you have signed up to participate in (the **Programme**). You should also review our privacy policy at <https://www.moving-ahead.org/gdpr> which explains what personal data we collect about you and how it is used in relation to the Programme.
- When we say **you** or **your**, we mean both you and any entity you're authorised to represent.
- We and you are each a **party** and together we are the **parties**.
- By participating in the Programme, you acknowledge that these terms are legally binding and that you have authority to accept these terms on behalf of the entity you are signing up to participate in the Programme. If you don't agree with any of these terms, you should not participate in the Programme.
- If we do not receive a signed copy of the attached Letter of Engagement from you but you nevertheless ask us to start providing the services, then that will be treated as your agreement to proceed on the basis set out in the Letter of Engagement.

1. About Us

1.1.

We are Moving Ahead Limited, a company registered in England and Wales under company registration number 09276768. Our registered office is at R+ Building, 2 Blagrove Street, Reading, Berkshire, RG1 1AZ. Our VAT registration number is 208228229.

1.2.

If you have any questions about these terms or the Programme, please contact us by:

1.2.1. sending an email to contactus@moving-ahead.org; or

1.2.2. filling out and submitting the online form available here:
<https://www.movingahead.org/contact>.

2. The Programme

2.1.

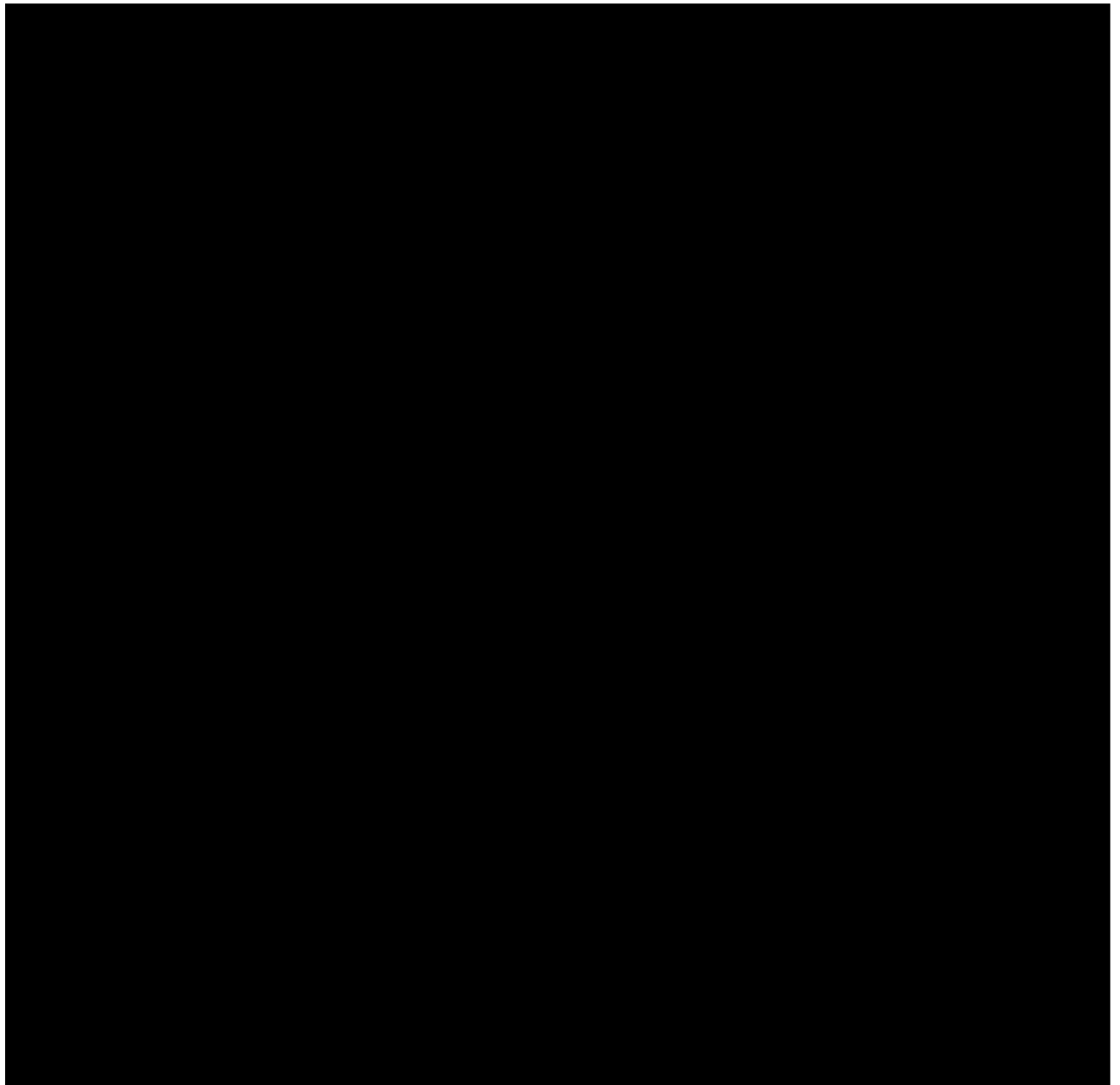
The Programme is a cross-company mentoring programme delivered by us in partnership with Women in Rail. The aim of the Programme is to accelerate representation and inclusion within the participating organisations and across industries, sectors, and society.

2.2.

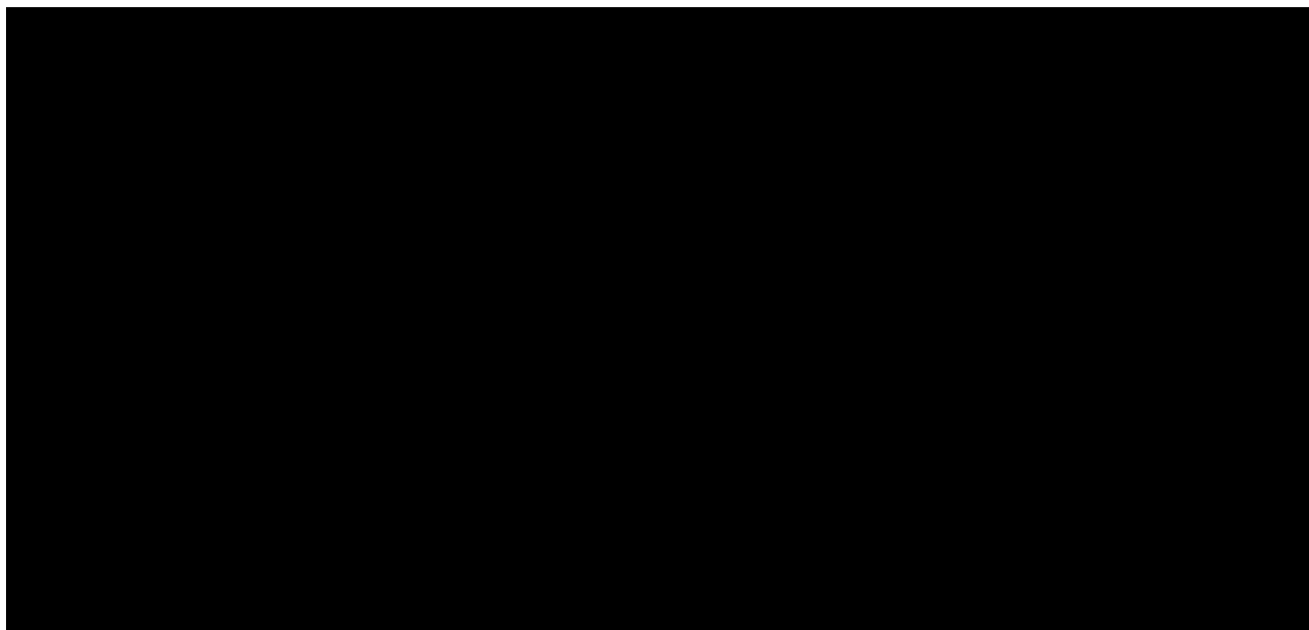
The Programme will start on the start date communicated by us to you (the **Start Date**) and will end on the end date communicated by us to you (the **End Date**) as stated in the **Letter of Engagement**. These terms are binding from the date you sign-up to the Programme, or the date from which you ask us to provide the services (whichever is the earlier), until the End Date, unless either of us terminate our agreement earlier in accordance with clause 12.1.

- 2.3. We will be responsible for setting key dates and timescales in relation to the Programme (for example, submission deadlines and event dates) and will communicate these dates to you. We will notify you where we change any dates or timescales.

3. **Our services**



4. **Your responsibilities**



5. Fees

- 5.1. Programme fees are set out in the **Letter of Engagement**. Fees are in pounds sterling and are non-refundable.
- 5.2. We will charge an additional fee if you request to include any additional mentors or mentees once we have agreed the fee that you will pay to participate in the Programme.
- 5.3. Other than as set out in clause 5.2, we will not increase the fee payable for a Programme you are already participating in. We may increase our fees for future programmes (including future versions of the Programme you are already participating in).
- 5.4. You will pay any applicable VAT (or equivalent sales tax) to us on receipt of a valid VAT invoice.
- 5.5. Invoices will be sent within 14 days of a signed contract being returned. You will pay each invoice in pounds sterling and within 30 days of receipt. If you are late in paying an invoice:
 - 5.5.1. we may charge interest on the unpaid amount from the date payment was due until payment (whether before or after any judgement) at the rate of 4% above the base rate of the Bank of England, or where the Bank of England's base rate is 0% or below, 4%; and/or
 - 5.5.2. we may, at our option, suspend your participation in the Programme until payment is made.
- 5.6. Where services are to be supplied outside the UK and changes in the exchange rate between pounds sterling and any currency relevant to the location at which the services are to be provided have the effect of increasing our costs involved in delivering the services beyond those reasonably expected by us, then we may charge you for any excess costs incurred as a result, such excess

being due at the end of each month in which the relevant costs are incurred (and we may invoice accordingly).

6. Intellectual property rights

- 6.1. We (and/or our licensors) own all intellectual property rights in the Programme and the Programme Materials, including any future intellectual property rights that arise or are created out of the Programme. You agree not to (and to procure that your mentors and mentees do not) copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.
- 6.2. We grant you (including your mentors and mentees) a fully paid-up, worldwide, non-exclusive, royalty-free licence from the Start Date to use the Programme Materials to the extent necessary to participate in the Programme in accordance with these terms. The licence granted under this clause 6.2 will end on the End Date, unless this agreement is terminated earlier in accordance with clause 12.1, in which case the licence will end on the date of termination.
- 6.3. It is the responsibility of **Programme Partners** to ensure that mentees and mentors understand and adhere to the intellectual property rights outlines in clauses 6.1 and 6.2.
- 6.4. You may use our name and logo to refer to your participation in the Programme unless we agree otherwise, and we may use your name and logo for the same purpose or otherwise to refer to you as being a client, provided that any goodwill arising from the use of either name and/or logo will belong to the owner of the name or logo concerned. We will refrain from doing so if a request is submitted in writing to widmentoring@moving-ahead.org.
- 6.5. We confirm that we have all the rights in relation to the Programme and the Programme Materials that are necessary to grant the rights we grant to you under these terms. In agreeing to these terms, you confirm that you have all the rights in relation to your name and logo that are necessary to grant the rights you grant us under these terms.

7. Confidentiality

- 7.1. The parties may share confidential information with each other in connection with the Programme. Confidential information will include all information, in whatever format, marked as being confidential, and any other information which ought reasonably to be assumed to be confidential. Both parties agree to take reasonable steps to protect the other's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.
- 7.2. You acknowledge and agree that:
- 7.2.1. the mentoring process is intended to be a confidential one between the mentees, mentors and, to an extent, us; and

7.2.2. information shared with us by mentors and mentees, or between mentors and mentees, will be confidential to the mentors, mentees and to us, and that this information will not be shared with you (and neither will you attempt to gain access to it).

8. Data protection

8.1. In clauses 8 and 9, the following expressions have the following meanings:

8.1.1. **Agreed Purpose** means:

- a. for you: for the purpose of internal cohort management; and
- b. for us: for the purposes set out in our privacy policy at <https://www.movingahead.org/gdpr>.

8.1.2. **Data Protection Laws** means all applicable data protection and privacy legislation in force in the United Kingdom including (i) the GDPR to the extent that it forms local laws pursuant to Section 3 of the European Union (Withdrawal Act) 2018 (UK GDPR); (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and any amendments to these laws as updated from time to time;

8.1.3. **IDTA** means the International Data Transfer Agreement or International Data Transfer Addendum approved by the UK Information Commissioner's Office for transfers of Personal Data to countries not recognised as offering adequate protection under the UK GDPR as appropriate for the transfer;

8.1.4. **Shared Personal Data** means the Personal Data to be shared between the parties in connection with the Programme, namely:

- a. Personal Data shared by you with us: names and email addresses of potential mentors and mentees employed by you; and
- b. Personal Data shared by us with you: the names of mentees and mentors that (a) have been matched, or (b) are confirmed as participating in the Programme (on your written request);

8.1.5. **Permitted Recipients** means the parties to these terms, the employees of each party [namely Programme Partners with the responsibility of reviewing matches inclusive of full name, job title, organisation and in some cases any information relevant to the rationale of the match], mentors and mentees employed by other participants in the Programme [including mentee and mentor matches inclusive of full name, job title, organisation and email address to allow contact with matches], and any third parties engaged to perform obligations in connection with the Programme;

- 8.1.6. **Restricted Transfer** means any transfer of the Shared Personal Data to a location outside of the United Kingdom where the transfer is to a country not approved under the applicable Data Protection Laws as providing adequate protection and when no derogations under the applicable Data Protection Laws apply to the transfer;
- 8.1.7. **SCCs** means the Standard Contractual Clauses approved by the European Commission for transfers of Personal Data to countries not recognised as offering adequate protection under the GDPR as appropriate for the transfer; and
- 8.1.8. **Controller(s), Processor(s), Data Subject(s), Personal Data, Personal Data Breach, Process(ing), and Appropriate Technical and Organisational Measures** shall have the meanings set out in the Data Protection Laws.
- 8.2. Each party acknowledges and agrees that it acts as an independent controller in relation to the Shared Personal Data it Processes in connection with the Programme.
- 8.3. Each party shall:
- 8.3.1. comply with its respective obligations under the Data Protection Laws;
 - 8.3.2. ensure that it has all necessary notices and lawful bases for processing in place to enable lawful transfer of the Shared Personal Data to the other party and other Permitted Recipients for the Agreed Purposes;
 - 8.3.3. give full information to any Data Subject whose Personal Data may be Processed in connection with the Programme. This includes giving notice that, on the termination of these terms, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients;
 - 8.3.4. Process the Shared Personal Data only for the Shared Purposes;
 - 8.3.5. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 8.3.6. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these terms;
 - 8.3.7. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 8.3.8. maintain complete and accurate records and information to demonstrate its compliance with Data Protection Laws; and
 - 8.3.9. not make a Restricted Transfer unless the transferor ensures that:

- a. the transfer is to a country approved under the applicable Data Protection Laws as providing adequate protection;
 - b. there are appropriate safeguards (including the IDTA and SCCs as appropriate) or binding corporate rules in place pursuant to the applicable Data Protection Laws;
 - c. the transferor otherwise complies with its obligations under the applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; or
 - d. one of the derogations for specific situations in the applicable Data Protection Laws applies to the transfer.
- 8.4. Each party shall assist the other in complying with applicable requirements of the Data Protection Laws where reasonably requested by the other party.
- 8.5. Each party may submit a request to the other party to revise this clause 8 or replace the IDTA or SCCs entered into between the parties (if any) with any new or updated controller to controller SCCs or similar terms adopted under the Data Protection Laws or forming part of an applicable certification scheme, if this becomes necessary to comply with any applicable Data Protection Laws.

9. Anonymised data

- 9.1. We may use any data collected or generated in connection with the Programme:
- 9.1.1. in an aggregated and summary format for the purposes of benchmarking or other databases created by us. Where we use any such data for benchmarking purposes, we will ensure that the relevant data is fully anonymised so as not to constitute Personal Data and that it is not attributable to you;
 - 9.1.2. for the purposes of follow-up in relation to the Programme and research into best practice in relation to mentoring; and/or
 - 9.1.3. for our mentoring alumni programmes.
- 9.2. Where appropriate, use of relevant Personal Data for the purposes in clause 9.1 above will be subject to the prior consent of the individual concerned.

10. Our personnel

- 10.1. During your participation in a Programme and for a period of six (6) months from the End Date, you will not, without our prior written consent, directly or indirectly engage, solicit or endeavour to entice away from us or employ or attempt to employ any person who is, or has been, engaged as:
- 10.1.1. an employee;
 - 10.1.2. a worker;
 - 10.1.3. a consultant; or 10.1.4. a subcontractor,
- of ours in the provision of the Programme and with whom you had material dealings during a Programme.
- 10.2. Any consent given by us in accordance with clause 10.1 may be subject to the payment of a reasonable sum (as determined by us) by you to us.
- 10.3. Each of the restrictions in this clause 10 is a separate covenant by you and shall be enforceable by us separately and independently of our right to enforce any one or more of the other covenants contained in this clause.
- 10.4. Should you wish to work with one of our speakers, facilitators or others you can contact us at: contactus@moving-ahead.org

11. Warranties

- 11.1. Each party warrants that it has full power and authority to enter into these terms and to carry out the actions contemplated under these terms.
- 11.2. The Programme and the Programme Materials are made available to you on an "as is" basis. To the extent permitted by law, we disclaim all warranties, express or implied, including but not limited to any implied warranties and conditions of non-infringement, merchantability and fitness for a particular purpose.

12. Limitation of Liability

- 12.1. Subject to the following sub-clauses, in no event shall the aggregate liability of any party to the other (whether in contract, tort (including negligence) or otherwise) and in respect of all claims,

losses and damages arising under these terms exceed, in relation to any claim or series of related claims in respect of the Programme, 100% of the fees paid by you in respect of the Programme.

12.2. Each party's liability to the other party whether in contract, tort (including negligence), for misrepresentation (whether innocent or negligent), for breach of statutory duty or otherwise arising out of or in connection with these terms shall not extend to any loss of profits, business opportunity, goodwill or any special, indirect or consequential loss or damage whatsoever, even if foreseeable or if either party has been advised of the possibility of such damage.

12.3. Notwithstanding the above neither party excludes nor limits any liability for:

12.3.1. personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees; or

12.3.2. fraud or fraudulent misrepresentation; or

12.3.3. any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

12.3.4. any other liability to the extent the same cannot be excluded or limited by law; or

12.3.5. a party's payment obligations to the other under these terms.

13. Termination

Either party may terminate this agreement (and your participation in the Programme) immediately by written notice to the other if the other commits a material breach of these terms and (where the breach is capable of being remedied) fails to remedy the breach within 30 days of being notified of the breach and requested to remedy it. For the avoidance of doubt, non-payment by you (in accordance with these terms) of fees due to us will be treated as a material breach of these terms.

14. Variation to these terms

14.1. No variation of these terms or the attached Letter of Engagement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.2. We will not amend these terms for a Programme you are already participating in, but we may amend these terms for future programmes (including future versions of the Programme you are already participating in). It is your responsibility to check these terms each time you sign up for a programme to verify such variations. You agree to be bound by any updates by participating in a Programme.

15. Miscellaneous

- 15.1. We may sub-contract the performance of any of our obligations, but we will remain responsible to you for sub-contractor performance of the obligations concerned in accordance with these terms.
- 15.2. Neither party may assign its rights under these terms without the prior written consent of the other.
- 15.3. Neither party will be liable for any breach of these terms (other than in relation to obligations as to payment) arising due to circumstances beyond the reasonable control of the party concerned.
- 15.4. Provisions which by their terms or intent are to survive termination of this agreement will do so.
- 15.5. The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.
- 15.6. These terms contain the whole agreement between the parties relating to its subject matter and supersede any prior agreements, representations or understandings between them unless expressly incorporated by reference in these terms. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 15.7. If there is an inconsistency between any of these terms and the Letter of Engagement, the provisions of these terms shall prevail.
- 15.8. If any clause in these terms (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of these terms as soon as possible.
- 15.9. Unless otherwise expressly agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 15.10. All notices and consents relating to these terms must be in writing.
- 15.11. No term is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these terms.

16. Law and Jurisdiction

The laws of England and Wales apply to these terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

