

COMMERCIAL IN CONFIDENCE

Our Ref: [REDACTED]
Date: 10 April 2024

[REDACTED]
[REDACTED]
Imperial College of Science, Technology and Medicine,
[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

A joint PhD Studentship Between Animal and Plant Health Agency (“APHA”) (“the Authority”) and Imperial College Of Science, Technology and Medicine (“the University”) for “Characterising impact of the nutritional landscape on mosquito immunity, behaviour, and disease transmission risk”.

[REDACTED]
[REDACTED]

This letter (Award Letter) and its schedules (which include the Conditions as defined below) set out the terms of the contract between the Authority and Imperial College of Science, Technology and Medicine (“the University”) for the provision of the Studentship (the “Agreement”).

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of the Studentship Funding Agreement attached to this Award Letter.

If there is any conflict between this Award Letter and the Studentship Funding Agreement, this Award Letter shall prevail. Please do not attach any of the University’s terms and conditions to this Agreement as they will not be accepted by the Authority and may delay the process.

For the purposes of the Agreement, the Authority and the University agree as follows:

The specification of the Services and charges for the Services shall be as set out in Schedules 1 and 2.

The Term shall commence on 05/03/2024 and the Expiry Date shall be 30/09/2027.

The address for notices of the Parties are:

The Authority
[REDACTED]
[REDACTED]
[REDACTED]
Animal and Plant Health Agency
[REDACTED]
[REDACTED]
[REDACTED]

The University
[REDACTED]
[REDACTED]
Imperial College London
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: [REDACTED] or [REDACTED] Within 10 Working Days of receipt of confirmation of your acceptance of this letter via Atamis, the Authority's eSourcing system, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] or by telephone [REDACTED] between [REDACTED] [REDACTED]

Liaison

For general liaison your contact will be [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Studentship.

Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Please confirm your acceptance of the Conditions by accepting this contract on DocuSign within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract. We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Please remember to quote the reference number [REDACTED] in any future communications relating to this contract.

Yours sincerely,

[REDACTED]
[REDACTED]
[REDACTED]



Animal &
Plant Health
Agency

Conditions of Contract Student Funding Agreement

March 2024

(1) THE ANIMAL AND PLANT HEALTH AGENCY

(2) IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE

A jointly funded PhD Studentship Between APHA and Imperial College of Science, Technology and Medicine for “Characterising impact of the nutritional landscape on mosquito immunity, behaviour, and disease transmission risk”.

[REDACTED]

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THIS AGREEMENT is made on

28 March 2024

BETWEEN:-

THE ANIMAL AND PLANT HEALTH AGENCY, an executive agency acting on behalf of the Secretary of State for Environment Food and Rural Affairs, whose registered office is situated at [REDACTED]

and;

IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE OF EXHIBITION ROAD, [REDACTED]
[REDACTED]

TOGETHER: "THE PARTIES".

BACKGROUND

(A) This Agreement sets out the terms under which the Parties will cooperate in a Studentship entitled 'research into vector borne diseases' as described in Schedule 1 (Project Scope).

(B) The Parties acknowledge and agree that the terms of this Agreement shall be subject to the terms and conditions of APHA annexed to Schedule 1.

CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Agreement (reference to which shall include the attached Schedules) the following words and expressions shall have the meanings given to them below, unless the context requires otherwise:-

"Academic Supervisor" means the University representative appointed as the Student's supervisor as detailed in Schedule 1;

"Authorised Officers" means:
For the University: [REDACTED]
For APHA: [REDACTED]
Or such other persons as shall be nominated by each Party and notified to the other from time to time;

"Agreement" Means this agreement;

"APHA Supervisor" Means the APHA representative appointed as the Student's supervisor, as detailed in Schedule 1;

"Arising IP" means any Intellectual Property generated as a result of the Project including but not limited to Intellectual Property in the Project Outputs described in Schedule 1;

**"Background Intellectual Property Rights
("Background IPRs")** means any Intellectual Property developed by a Party prior to the start of this Agreement;

"Commencement Date"	means the date of this Agreement;
"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;
"EIR"	means Environmental Information Regulations
"Contracting Authority"	means a contracting authority within the meaning of regulation 3 of the Public Contracts Regulations 2015;
"Expiry Date"	means the date on which this Agreement expires, being 30/09/2027, unless this Agreement is otherwise extended or terminated in accordance with Clause 8;
"Funding Contributions"	means the funding contributions to be made by APHA to the University in connection with this Agreement and as detailed at Schedule 2;
"FOIA"	means Freedom of Information Act 2000
"Intellectual Property Rights ("IP"/IPRs)"	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
"Maintenance Fees"	Means any maintenance fees payable to the Student(s) in accordance with the Studentship;
"Principal Funder"	Means APHA whose terms and conditions are annexed to Schedule 1;
"Project"	means the project described in Schedule 1;
"Project Outputs"	means the outputs produced in the Project as described in Schedule 1;
"Student"	Means the student nominated by the University for participation in the Project and accepted by APHA, as referred to in Schedule 1.
"Studentship"	Means the studentship undertaken by the Student in respect of the Project covered by this Agreement;

“Term”

means the term of this Agreement, beginning on the Commencement Date and ending on the Expiry Date unless otherwise terminated or extended in accordance with the terms of this Agreement in accordance with Clause 8.

1.2 Words imparting the singular number shall include the plural and vice versa, words imparting the masculine shall include the feminine and neuter and vice versa, and words imparting persons shall include corporate bodies, unincorporated associations and partnerships.

1.3 Headings to Clauses and paragraphs are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 References in this Agreement to any statute or statutory provision include reference to the same as amended, modified, re-enacted or replaced from time to time, whether before or after the date of this Agreement.

2 Project scope

2.1 The scope of the Project is as defined in the funding application, made by the University and APHA to the Principal Funder as set out together with the Principal Funder's terms and conditions in the Annex to Schedule 1 to this Agreement. The Parties acknowledge that the obligations set out in this Agreement shall be subject to the terms and conditions of the Principal Funder annexed to Schedule 1. Any modifications to the Project shall be subject to the prior written approval of APHA and the University, acting by their Authorised Officers.

3 Responsibilities of the parties

3.1 The Parties agree to use reasonable endeavours to perform their obligations under this Agreement and carry out the Project diligently in accordance with Schedule 1.

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4 [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

§ 87(2)(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

§ 87(2)(b)

[illegible]

§ 87(2)(b) [REDACTED]

[REDACTED]

§ 87(2)(b) [REDACTED]

[illegible]

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[REDACTED]

[REDACTED]

[REDACTED]

14 Bribery and corruption

14.1 The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.

[REDACTED]

[REDACTED]

16 Entire Agreement

16.1 This Agreement represents the entire understanding between the Parties and supersedes any and all previous understandings written, oral and implied with respect to the subject matter of this Agreement.

17 Variation

17.1 All variations or modifications to this Agreement will only be binding if recorded in writing and signed by the Authorised Officers of the Parties.

[REDACTED]

[REDACTED]

19 Governing law and jurisdiction

19.1 This Agreement shall be governed by and construed in all respects according to the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts in all matters relating to this Agreement.

20 Sustainability

20.1 The University must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Signatures

Signed for on behalf of the Authority:

Signed for on behalf of the University:

[Redacted]

SCHEDULE 1 – PROJECT SCOPE

ANNEX TO PRINCIPAL FUNDER TERMS AND CONDITIONS

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■ [REDACTED]

■ [REDACTED]

[REDACTED]

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is an executive agency of the Department for Environment, Food & Rural Affairs ("Defra"), the UK Government Department responsible for the environment, food and farming and rural affairs. Defra's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on thecan be found at: <https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>.
- 2.2 The agency was launched on 1 October 2014. It merges the former Animal Health and Veterinary Laboratories Agency ("AHVLA") with parts of the Food and Environment Research Agency ("FERA") responsible for plant and bee health to create a single agency responsible for animal, plant and bee health.
- 2.3 APHA works to safeguard animal and plant health for the benefit of people, the environment, and the economy. Further information on the Authority can be found at: <https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about>

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE 2 – FUNDING CONTRIBUTION AND PAYMENT SCHEDULE

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]