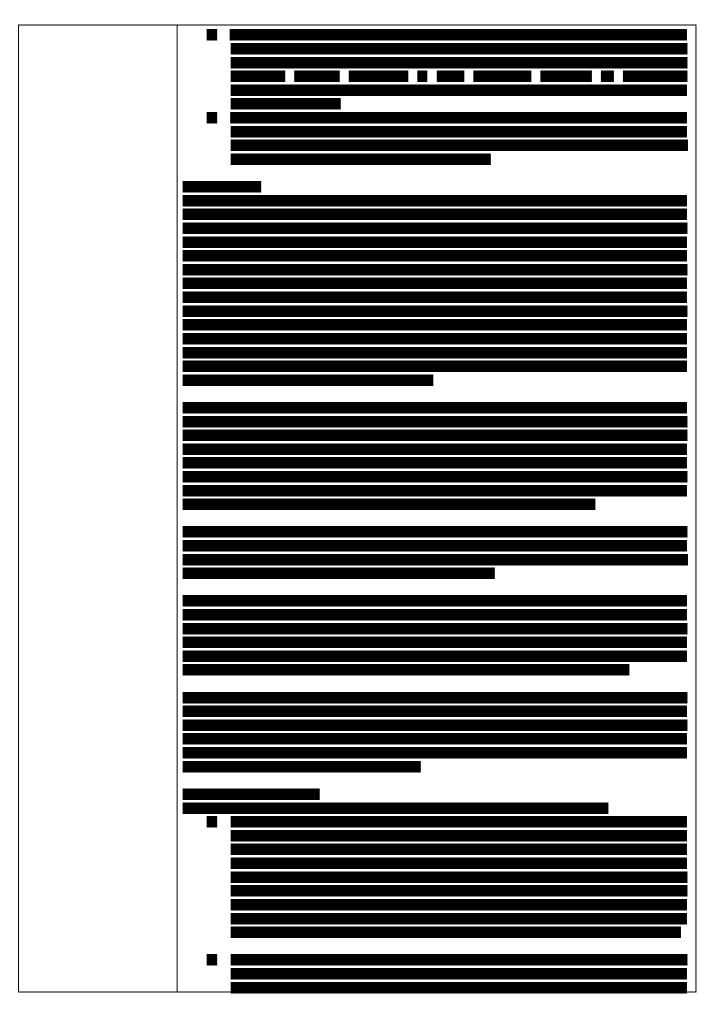
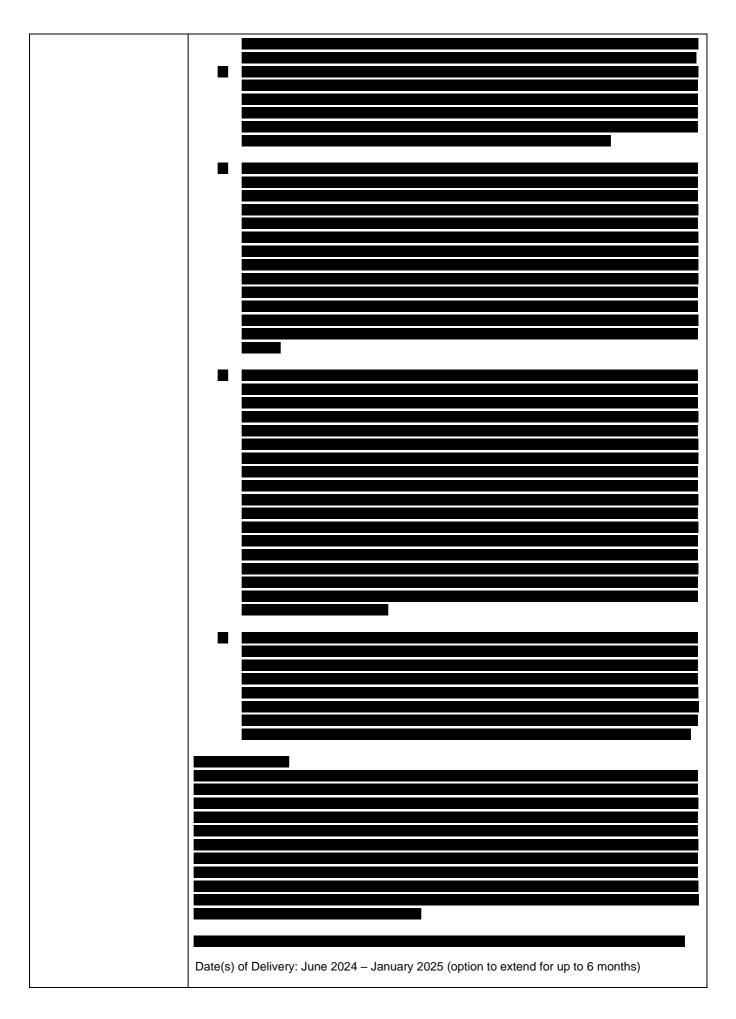
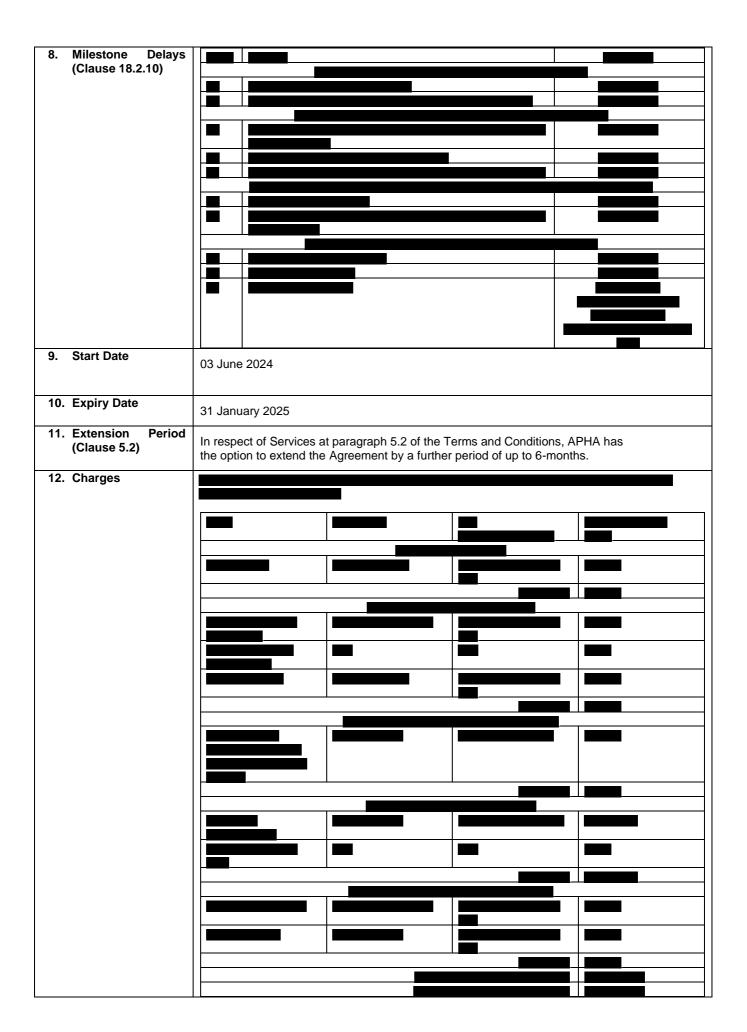


Order Form – Contract for Research and Development Goods and/or Services C25305 Acoustic Monitoring of Red-billed Leiothrix

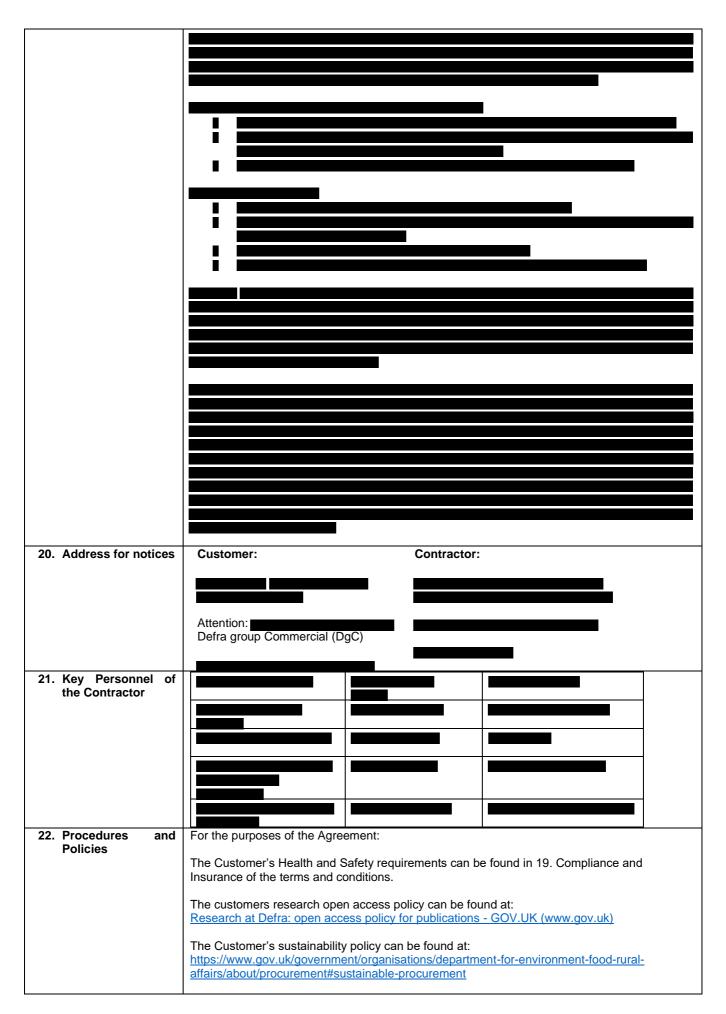
1.	Purchase Order Number	To be provided to British Trust for Ornithology Project Manager, within 10 working days of the Contract being signed.		
2.	Customer	Animal and Plant Health Agency (APHA) acting on behalf of the Crown of Weybridge, New		
3.	Contractor(s)	Haw, Surrey, KT15 2NB British Trust for Ornithology of the Nunnery, Thetford, Norfolk, IP24 2PU		
4.	Co-Funder(s)	Not applicable.		
		The following Defra Group members will receive the benefit of the Deliverables:		
	Members	APHA, National Wildlife Management Centre		
6. The Agreement This Order is part of the Agreement and is subject to the terms Appendix 1 and shall come into effect on the Start Date.		This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.		
		Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.		
		The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):		
		a) this Order;		
		b) the terms and conditions at Appendix 1; and		
		c) the remaining Appendices (if any) in equal order of precedence.		
7.	Deliverables	Goods: None.		
		Aim The project aims to develop and trial an acoustic monitoring scheme for Red-billed Leiothrix, initially focussing on the known clusters of records on the Somerset/Wiltshire border.		



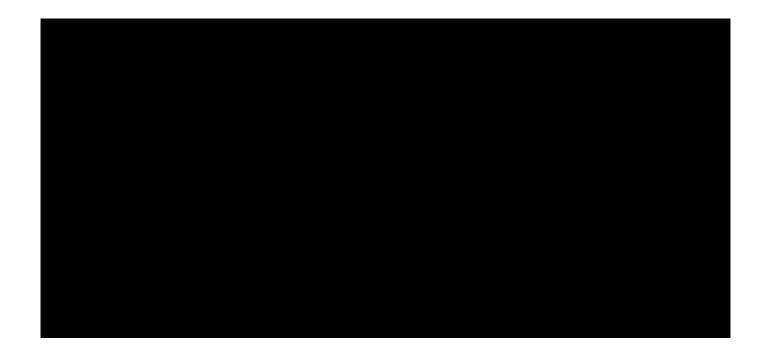




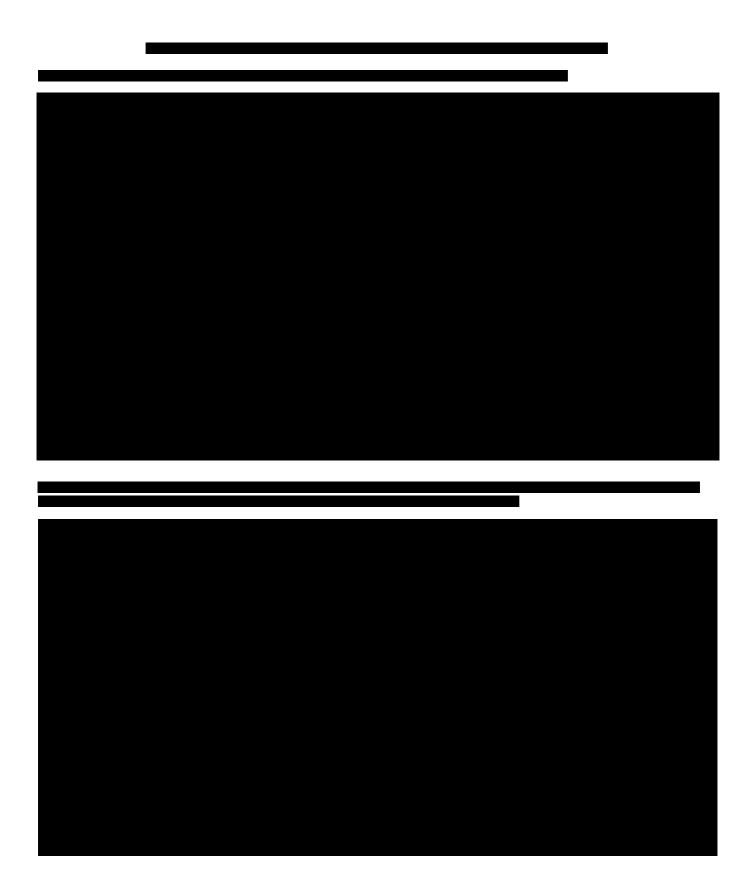
13. Payment including Payment by Co- funder(s)	
14. Customer's	For general liaison your contact will continue to be
Authorised Representative(s)	Project Manager
(S)	
	or, in their absence,
	Contract Manager
15. Contractor's	For general liaison your contact will continue to be
Authorised Representative	Project Manager
Representative	
	or, in their absence,
	Research Support Officer
16. Co-funder's Authorised	Not applicable.
Representative	
17. Optional Intellectual	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
Property Rights ("IPR") Clauses	
18. Contractor's general liability cap	The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions is limited to the greater of:
	(a) an amount equal to 150% of the Charges paid or payable to the Contractor; and
	(b) the total charges
19. Progress Meetings	
and Progress Reports	



23. Commercial Exploitation (Clause 11)	The Customer's equality and diversity policy can be found at: https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about/equality-and-diversity For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein. Clause 11 (Commercial Exploitation) shall apply to this Agreement: Yes: No: X
24. Special Terms	Not applicable.
25. Additional Insurance	Employers' liability - £5,000,000 Public and Products liability - £5,000,000 Professional indemnity - £5,000,000
26. Further Data Protection Provisions	The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below: No: X



Appendix 1: R&D Terms and Conditions The Customer's Terms and Conditions which can be located on the <u>Defra Website</u> and which are called <u>Defra Research and development terms and conditions</u>



Appendix 3: Processing Personal Data Authorised Processing Template (included only if use is required in the future)

Agreement:	[XXXX]
Date:	[XXXX]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Contractor and/or its sub-contractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its sub-contractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	