

(1) THE ANIMAL AND PLANT HEALTH AGENCY

(2) UNIVERSITY OF EXETER

Agreement No: Project 28676

**POST-DOCTORAL INTERNSHIP AGREEMENT
FUNDING AGREEMENT**

THIS AGREEMENT is made on 01 April 2020

BETWEEN:-

- (1) **THE ANIMAL AND PLANT HEALTH AGENCY (APHA)**, an executive agency acting on behalf of the Secretary of State for Environment Food and Rural Affairs, whose registered office is situated at **Animal and Plant Health Agency, (Weybridge), Woodham Lane, New Haw, Addlestone, Surrey KT15 3NB** ("Authority"); and;
- (2) **THE UNIVERSITY OF EXETER, OF NORTHCOTE HOUSE, THE QUEENS DRIVE, EXETER. EX4 4QJ** ("The University")

TOGETHER: "THE PARTIES".

BACKGROUND

- (A) This Agreement sets out the terms under which the Parties will cooperate in a Post-Doctoral Internship Agreement as described in Schedule 1 (Project Scope).

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:

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[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 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679);
“Contracting Authority”	means a contracting authority within the meaning of regulation 3 of the Public Contracts Regulations 2015;
“EIRs”	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
“Expiry Date”	means the date on which this Agreement expires, being 31 st March 2022, unless this Agreement is otherwise extended or terminated in accordance with Clause 8;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
“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;

"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;

"Project" means the project described in Schedule 1;

"Project Outputs" means the outputs produced in the Project as described in Schedule 1;

"Student(s)" Means the student(s) 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(s) 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 9;

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 Schedule 1.
- 2.2 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.
- 3.2 The Parties agree to provide the laboratories, computers and other equipment required for the performance of the Project and further agree to appoint:
 - 3.2.1 the Student(s) who shall work at the APHA for the duration of the Project; and
 - 3.2.2 the Academic Supervisor who will be based at the University and who shall be responsible for supervising the performance of the University's obligations and the Student's activities pursuant to this Agreement.
- 3.3 The University shall use reasonable endeavours to ensure the Student(s) appointed to work on the Project have adequate knowledge, expertise, qualifications and necessary ability to undertake the Project and the University shall further be responsible for ensuring that the Student(s) and all other employees of the University who are at any time associated or engaged with or in the Project, shall comply with all applicable obligations in this Agreement as though Parties to this Agreement.
- 3.4 If the Student(s) and/or the Academic Supervisor are unwilling or cease to be available to work on the Project, the University shall notify APHA in writing and use reasonable endeavours to find replacements that are acceptable to APHA. In the event that a suitable replacement cannot be found, APHA shall be entitled to terminate the Agreement in accordance with Clause 9.2.
- 3.5 The APHA shall keep the University informed of the progress of the Project, via the Academic Supervisor and the Student(s), at meetings held at intervals of not more than six (6) months, or as otherwise agreed by the University and APHA. At the reasonable request of APHA, the University, through the Academic Supervisor and the Student(s), shall supplement information provided in the meetings with written reports. The cost of attending such meetings shall be borne by each Party.
- 3.6 The University shall provide APHA with a copy of the Project Outputs and where applicable, a bound copy of any thesis prepared by the Student(s) on the Project (the "Thesis").

- 3.7 APHA will allow the Student to work on APHA premises for a minimum of six (6) months during and for the purpose of the Project. The periods of such attendance will be scheduled by mutual agreement subject to the Student agreeing to comply with all works rules and safety and other regulations communicated to him/her by APHA and which APHA may reasonably prescribe during those periods. For the avoidance of doubt, the Student will not be an employee of APHA during such periods and APHA will not require the Student to sign any contract of employment or other such legally binding agreement. However, APHA may require the Student to sign a confidentiality agreement which does not conflict with the terms of this Agreement.
- 3.8 As previously stated, APHA agrees to provide the Student with such training, further materials and support including but not limited to access to laboratories, computers and other equipment required for the performance of the Project.

4. STUDENT FAILURE TO MAKE SATISFACTORY PROGRESS/STUDENT SUSPENSION

- 4.1 In the event that APHA is dissatisfied with the progress being made on the Project, both Parties shall use all reasonable endeavours to discuss the issues and agree a remedial course of action to enable the Post-Doctoral Internship to continue. In the event that the Parties agree that successful completion of the Project is impossible, the Parties may agree to terminate this Agreement in accordance with Clause 9.
- 4.2 Should the Student fail to sustain the Post-Doctoral Internship for whatever reason through an extended period of absence (1 month or more), the APHA shall be entitled to suspend Funding Contributions otherwise due to the University under Clause 5 and the APHA and the University will investigate whether the Student is willing and able to recommence the Post-Doctoral Internship. In the event that the Student is able to recommence the Post-Doctoral Internship, Funding Contributions will be resumed effective from the date of resumption. In the event that the Student is unable to return to the Studentship, he/she will be deemed to have resigned from the Post-Doctoral Internship and the APHA shall be entitled to terminate the Agreement under Clause 9.4.

5. FUNDING CONTRIBUTIONS

- 5.1 In consideration of the University performing its obligations under this Agreement, APHA agrees to make the Funding Contributions to the University in respect of the Project, on the dates and in the amounts set out in Schedule 2 to this Agreement.
- 5.2 APHA shall if required, reimburse the amount of expenses reasonably and properly incurred by the Student in the performance of his studies during the course of the Project, such as, but not limited to travel costs on official business, either at cost or at APHA rates subject to production of evidence of such expenses as APHA may reasonably require.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Background Intellectual Property Rights introduced to this Project will remain vested in the Party introducing them, and will be licensed non-exclusively on a royalty-free basis to the other Party for the purpose of delivering the Project.
- 6.2 The University shall procure from the Student or any person working on the subject matter of the Project who is not a direct employee of the University an assignment of any Intellectual Property Rights which they create during the continuance of this Agreement and pertaining to its subject matter whether or not such Intellectual Property Rights are capable of being protected by letters patent or other similar protection.
- 6.3 Each Party will own any IP created/invented solely by its own employees whereas IP created/invented jointly whether by staff from either Party and/or by the Student shall be treated as set out at 6.4 below.
- 6.4 Ownership of any IP created jointly by the Parties during the Term of in the course of this Agreement, will be equally vested in both Parties except where specifically agreed to the contrary by separate agreement in writing by the Parties' duly Authorised Officers. In order to protect any such rights, both Parties agree to fully co-operate and subject to Clause 6.5, to equally bear the cost of obtaining appropriate legal protection for such rights and seeking any necessary formal registration. Each Party will maintain all appropriate records in order to support the making of any application to obtain formal patent rights or other formal protection of Intellectual Property.
- 6.5 Before any registration or commercialisation of any jointly owned IP takes place, the Parties will agree by separate agreement treatment of issues such as which Party shall be responsible for obtaining legal protection, sharing of registration costs, exploitation rights and revenue sharing.
- 6.6 Each Party will have a paid up non-exclusive licence to use all IP created through the Project (whether jointly owned or solely owned by one or other Party) for non-commercial research, academic teaching and government use purposes only.

7. CONFIDENTIALITY

- 7.1 Except to the extent set out in this Clause 7 or where disclosure or publication is expressly permitted elsewhere in the Agreement each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Agreement.
- 7.2 The University hereby gives its consent for APHA to publish the whole Agreement (subject to redaction of any Confidential Information belonging to

the University or to APHA) including from time to time agreed changes to the Agreement, to the general public.

7.3 The University may only disclose APHA's Confidential Information to the Students, its employees and third Parties who need to know the Confidential Information and who are directly involved in the funding, delivery and execution of the Project and shall ensure that they are aware of and shall comply with the obligations in this Clause 7 as to confidentiality.

7.4 Clause 7.1 shall not apply to the extent that:

- (a) the disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR or pursuant to a regulation or in accordance with an order or direction of a court;
- (b) the information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) the information was obtained from a third Party without obligation of confidentiality;
- (d) the information was already in the public domain at the time of disclosure otherwise than by a breach of the Agreement; or
- (e) the information is independently developed without access to the other Party's Confidential Information.

7.5 Nothing in Clause 7.1 shall prevent APHA disclosing any Confidential Information obtained from the University:

- (a) for the purpose of the examination and certification of APHA's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which APHA has used its resources;
- (c) to any Crown Body or any Contracting Authority and the University hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third Party which is not part of any government department or any Contracting Authority;
- (d) to any consultant, contractor or other person engaged by APHA,

provided that in disclosing information under Clauses 7.5 (c) and (d) APHA discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

7.6 Nothing in this Clause 7 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

8. PUBLICATION

- 8.1 In accordance with normal academic practice, all employees, students, agents or appointees of the University (including the Student(s) and any others who work on the Project) may, following the procedures laid down in Clause 8.2, publish Arising IP or discuss Arising IP in internal seminars, and to give instructions within the University on questions related to such work.
- 8.2 Subject to any conditions imposed on publication by the Principal Funder, in respect of which neither the University nor APHA shall be liable, all proposed publications (including, but not limited to, scientific publications, patent applications and non-confidential presentations and the Thesis, prior to submission by the Student), shall be submitted in writing to APHA and the University for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background IP of the reviewing Party, or an amendment to the publication through which Background IP which is commercially sensitive or constitutes Confidential Information is disguised to the satisfaction of the reviewing Party. The reviewing Party may also request the delay of the publication if in the reviewing Party's opinion the delay is necessary in order to seek patent or similar protection to Arising IP owned by the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection; and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no objection to the proposed publication.
- 8.3 The University agrees that any publication in a scientific/academic journal shall give due acknowledgement to the financial and/or intellectual contribution of the APHA in accordance with standard scientific practice.
- 8.4 APHA acknowledges that this Project entails the University carrying out its primary purpose of the advancement of education through teaching and research, and that accordingly, the Student may, subject to the provisions of Clause 8.1, use or publish the results of the Project for internal teaching, learning and research purposes.

9. TERM AND TERMINATION

- 9.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 9.2 or terminated in accordance with the terms and conditions of the Agreement.

- 9.2 The Customer may extend the Agreement for a period of up to twenty-four (24) months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
- 9.3 Either Party shall be entitled to terminate this Agreement on one (1) month's written notice to the other in the event that:
- 9.3.1 the Principal Funder withdraws or materially reduces its financial or other support for the Project; or
- 9.3.2 A suitable Student(s) or Academic Supervisor, or where Clause 3.4 applies, suitable replacements, cannot be found.
- 9.4 Either Party may terminate the Agreement with immediate effect by notice if the other Party commits a material breach of the Agreement and:
- (a) has not remedied the breach to the satisfaction of the Party complaining of the breach within thirty [30] working days or such other period as may be specified by the Party complaining, after issue of a notice specifying the nature of the breach and requesting it to be remedied; or
- (b) if the breach is not, in the opinion of the Party complaining, capable of remedy.
- 9.5 The APHA shall in addition be entitled to terminate the Agreement on written notice with immediate effect, in the event that the Student resigns from the Studentship.

10. CONSEQUENCES OF TERMINATION

- 10.1 Termination of this Agreement for any reason shall be without prejudice to the rights and obligations of the Parties accruing up to and including the date of termination and shall not affect the continuing rights and obligations of the Parties under in particular but not limited Clauses 5, 6, 7, 8 and 11.
- 10.2 The University shall, and shall use reasonable endeavours to procure that any Student shall upon termination of this Agreement or immediately at the request of APHA deliver up to APHA all reports, correspondence, documents, specifications, papers, information in and property belonging to or concerning APHA or any aspect of its or their business.
- 10.3 In the event that the Agreement is terminated before the Expiry Date, the University shall repay to the APHA, the sum of the Maintenance Fees less the pro rata share which should have been paid to the Student prior to the date of termination (calculated on the basis that maintenance is payable to the Student quarterly in advance).
- 10.4 Subject to satisfactory evidence provided to APHA, the University shall be entitled to submit a final claim within four (4) weeks of the Expiry Date or other termination date of this Agreement, for any costs reasonably and

properly incurred on the Project. For the avoidance of doubt, the University may also claim costs that it is legally bound to pay after the Expiry Date or other termination date which have been properly incurred before the date on which it is notified, or received notification of, the termination of the Agreement, but such costs shall not include any redundancy payments or any other payments by way of compensation.

11. LIABILITY AND INDEMNITY

11.1 Neither Party limits its liability for:

- (a) Death or personal injury caused by its negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) 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
- (e) Any liability to the extent it cannot be limited or excluded by law.

11.2 Neither Party shall be liable to the other for any loss of business or profit or any indirect, economic or consequential damages or losses arising as a result of any breach of this Agreement.

11.3 The University shall indemnify APHA against any and all costs, expenses, loss, damage and claims arising as a direct result of negligent acts and omissions of its employees, appointees and Students and any material breach of this Agreement by the University.

11.4 For the avoidance of doubt, subject to Clause 11.1, the University's liability under this Agreement shall not exceed four times the value of the Funding Contributions paid by APHA to the University as detailed in Schedule 2.

12. THIRD PARTY RIGHTS

A person who is not a Party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This Clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

13. STATUS OF AGREEMENT

This Agreement does not constitute a partnership between APHA and the University and neither APHA nor the University is authorised to act as agent for the other. Nothing in this Agreement shall deem the Student(s) to be employees of APHA.

14. NOTICES

Any or other communications under or in connection with this Agreement shall be in writing and notice shall be delivered personally or sent by pre-paid registered or recorded delivery post or by facsimile or other electronic media, to the Party intended to receive the notice at the address set out in this

Agreement or such other address as the Parties may notify in writing. Any notice or other communications shall be deemed to have been served if delivered personally, when left at the Party's address, if sent by post, 48 hours after posting it, if sent by facsimile or other electronic media, when clearly received in full provided that a copy of the notice of communication is also put into the post within 24 hours following despatch of the initial version.

15. BRIBERY AND CORRUPTION

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.

16. SEVERABILITY

If and in so far as any part or provision of this Agreement is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall meet to discuss in good faith the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision which so far as possible results in the same economic effects.

17. ENTIRE AGREEMENT

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.

18. VARIATION

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

19. ASSIGNMENT

This Agreement is for the personal services of the University, its Students and the Academic Supervisor and the University shall not transfer assign or delegate the whole or any part of its obligations under this Agreement.

20. GOVERNING LAW AND JURISDICTION

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.

21. PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 21.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 21.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 21.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 21.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
 - c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);

- ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

21.5. Subject to clause 21.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 21.6. The Contractor's obligation to notify under clause 21.5 shall include the provision of further information to the Customer in phases, as details become available.
- 21.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 21.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Customer following any Data Loss Event;
 - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 21.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 21. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
 - b. the Customer determines the processing includes special categories of data as referred to in Article 9 (1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 21.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.

- 21.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 21.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 21 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 21.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 21.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 21.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 21.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 21.16. This clause 20 shall apply during the Term and indefinitely after its expiry.
- 21.17. [Where the Parties include two or more Joint Controllers as identified in Schedule 1, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 21.1 to 21.14 for the Personal Data in respect of which they are Joint Controllers.]

SCHEDULES

SCHEDULE 1 – BACKGROUND AND PROJECT SCOPE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

- [REDACTED]
[REDACTED]
[REDACTED]

- Prepare scientific manuscripts for publication in scientific journals and presentation at scientific conferences;
- Development of stakeholder-friendly communications material distilled from technical information and scientific output;
- [REDACTED]
[REDACTED]
- Work to APHA H&S, quality and security procedures.

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 2 – FUNDING CONTRIBUTIONS AND PAYMENT SCHEDULE

APHA agrees to pay the University of Exeter the Fixed Price of £36,700.00 (Thirty Six Thousand, Seven Hundred Pounds) ex VAT in accordance with the following Stage Payment Scheme: Please Note: No VAT is to be charged.

Stage	Period	Description	Amount

It should be noted that all payments to the University will be dependent upon APHA/DEFRA’s acceptance of satisfactory progress made against any applicable project milestones (as specified in Schedule 1).

Please Note: In the event that APHA is dissatisfied with the progress being made on the Project, in accordance with clauses 4.1, 4.2 and 9, to protect the Authority’s funding the University will refund the balance of any remaining funding in accordance with the pricing schedule.

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are: *(to be inserted)*
3. The contact details of the Contractor Data Protection Officer are: *(to be inserted)*
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	
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 union or member state law to preserve that type of data	