



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Research & Development

Document Version: June 2018

**[REDACTED] Decoding a Virus Achilles Heel: The
African Swine Fever Virus Interactome**

Contract Ref – [REDACTED]

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SECTION 1 - FORM OF CONTRACT

PARTIES:

(1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London, SW1P 3JR (the "Authority");

AND

(2) The Pirbright Institute of Ash Road, Pirbright, Woking, Surrey GU24 0NF (registered in England and Wales under number 00559784 ("Pirbright"))

(each a "Party" and together the "Parties")

WHEREAS

a) Following an application for research funding under the EU ICRAD scheme, the Authority wishes to fund Pirbright to complete a research project in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. TERMS OF CONTRACT

1.1 The "Contract" comprises the following:

Section 1: Form of Contract

Section 2: Terms and Conditions

Schedule 1: Specification

Schedule 2: Funding

Schedule 3: Change Control

Schedule 4: Commercially Sensitive Information

Schedule 5: Processing, Personal Data and Data Subjects

Annex 1: KPI's

Annex 2: Travel and Subsistence Policy

1.2 Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act

2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

1.3 The Contract starts on 26th April 2021 (the "Commencement Date") and ends on 28th March 2024 (the "End Date") unless it is terminated early or extended in accordance with the Contract.

1.4 The Authority may extend the term of the Contract until 28th March 2025 ("Extension"). The terms of the Contract will apply throughout the period of any Extension.

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A GENERAL PROVISIONS

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“Affected Party” means the Party seeking to claim relief in respect of a Force Majeure Event.

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“Application” means the application submitted by Pirbright to the Authority, containing his proposal for a Research Project, which is subsequently agreed for funding by the Authority, amended if necessary.

“Approval” and “Approved” means the prior written consent of the Authority.

“Authorised Representative” means the Authority representative named in the CCN as authorised to approve agreed Variations.

“Authority Data” means

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to Pirbright by or on behalf of the Authority; or
- (b) any Personal Data for which the Authority is the Controller.

“Biological Materials” means any material (including, without limitation, plants, animals, microbes or viruses) of biological origin which contains genetic information capable of

reproduction and/or material derived from the same that is collected or produced through the Contract.

“BPSS” means the HMG Baseline Personnel Security Standard for Government employees.

“Bravo” has the meaning given in paragraph 1.2 of the Form of Contract.

“CCN” means a change control notice in the form set out in Schedule 3.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Funding
- (b) details of Pirbright’s Intellectual Property Rights; and
- (c) Pirbright’s business and investment plans which Pirbright has indicated to the Authority that, if disclosed by the Authority, would cause Pirbright significant commercial disadvantage or material financial loss.

“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. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure, or becomes public knowledge after disclosure, otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” has the meaning given in paragraph 1.1 of the Form of Contract.

“Contract Period” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Pirbright Software” means software which is proprietary to Pirbright, including software which is or will be used by Pirbright for the purposes of performing the Research.

“Pirbright System” means the information and communications technology system used by Pirbright in performing the Research including the Software, Pirbright Equipment and related cabling.

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.

“Conventions” means any and all of: i) the Convention on Biological Diversity and the International Treaty on Plant Genetic Resources for Food and Agriculture, including any Protocols and other additions or amendments from time to time; ii) any guidelines adopted by the parties to the same (including, without limitation, the Bonn Guidelines on Access to Genetic Resources and Fair and Equitable Sharing of the Benefits Arising out of their Utilization); and iii) any national legal or regulatory requirements made in pursuance of the provisions of the same in any territory.

“Controller” has the meaning given in the GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “Crown Body” is an emanation of the foregoing.

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by Pirbright under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it

relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

“Data Protection Officer” has the meaning given in the GDPR.

“Data Subject” has the meaning given in the GDPR.

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA 2018” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Equipment” means Pirbright’s equipment, consumables, plant, materials and such other items supplied and used by Pirbright in the performance of the Research.

“Extension” has the meaning given in paragraph 1.4 of the Form of Contract.

“FOIA” means 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 relevant government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to Pirbright or the Staff or any other failure in Pirbright’s supply chain.

“Form of Contract” means Section 1 of the Contract.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means HM Revenue & Customs.

“Income” means any revenues received by Pirbright (including, without limitation, the sale or disposal of products or services, royalties, payments for licences or options and stage payments) irrespective of whether such payment is in money or other consideration, arising from the use or exploitation of the Results or any part of the Results.

“Information” has the meaning given under section 84 of the FOIA.

“Initial Contract Period” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” 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.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Key Biological Materials” means Biological Materials held by or on behalf of Pirbright that are agreed by Pirbright, the Authority and (if relevant) the appropriate independent scientific advisory body (in each case acting reasonably) to be of national or international importance.

“Key Personnel” mean those persons named in the Specification as key personnel.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the relevant Party is bound to comply.

“LED” means Law Enforcement Directive (Directive (EU) 2016/680).

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, B16, D1, E1, E2, E3, E4, E7, E8 or E11.

“Month” means calendar month.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of Pirbright submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

- i. a Relevant Tax Authority successfully challenging Pirbright under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii. the failure of an avoidance scheme which Pirbright was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of Pirbright submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” has the meaning given in the GDPR.

“Personal Data Breach” has the meaning given in the GDPR.

“Premises” means the location where the Research is to be performed as set out in the Specification.

“Funding” means the Funding amount (excluding any applicable VAT) payable to Pirbright by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by Pirbright of its obligations under the Contract.

“Processor” has the meaning given in the GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii. under legislation or common law concerning fraudulent acts; or
 - iii. the defrauding, attempting to defraud or conspiring to defraud the Authority;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Project Year” means each period of 12 months during the Contract Period beginning with the Commencement Date.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 8.

“Property” means the property, other than real property, issued or made available to Pirbright by the Authority in connection with the Contract.

“Purchase Order” means the document in which the Authority specifies the Research which is to be performed by Pirbright under the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as Pirbright would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to Pirbright for the submission of invoices from time to time.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Research or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which Pirbright is established.

“Request for Information” means a request for information under the FOIA or the EIR.

“Research” means the programme of research set out in Schedule 1 (including any modified or alternative protocols)

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for Pirbright for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by Pirbright, the Staff or any Sub-Contractor in relation to the performance of the Research.

“Returning Employees” means those persons agreed by the Parties to be employed by Pirbright (and/or any Sub-Contractor) wholly or mainly in the performance of the Research immediately before the end of the Contract Period.

“Security Policy Framework” means the HMG Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Specification” means the description of the Research to be performed under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all persons employed by Pirbright to perform its obligations under the Contract together with Pirbright’s servants, agents, students, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and “Sub-Contractor” shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of Pirbright related to this Contract.

“Third Party IP Claim” has the meaning given to it in clause E8.7 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by Pirbright to perform the Research including the software.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B17.1.

“Valid Invoice” means an invoice containing the information set out in clause C2.5.

“Variation” means a variation to the Specification, the Funding or any of the terms or conditions of the Contract.

“VAT” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (h) references to the Contract are references to the Contract as amended from time to time; and

A2 The Authority’s Obligations

A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties

and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to Pirbright.

A3 Pirbright's Status

A3.1 Pirbright shall be an independent agent and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A3.2 Pirbright shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that Pirbright is acting as the agent or employee of the Authority.

A4 Notices and Communications

A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be "written" or "in writing" it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

A4.2 If it is not returned as undelivered a notice served:

- (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Research are valid only if served in a letter by hand, recorded delivery or special delivery.

A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

Contact Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

(b) For Pirbright:

Contact Name: [REDACTED]

Address: [REDACTED];
and

Email [REDACTED]

A5 Mistakes in Information

A5.1 Pirbright is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by Pirbright in connection with the Research and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A6 Conflicts of Interest

A6.1 Pirbright shall take appropriate steps to ensure that neither Pirbright nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Pirbright and the duties owed to the Authority under the provisions of the Contract. Pirbright will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

A6.2 The Authority may terminate the Contract immediately by notice and/or take or require Pirbright to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Pirbright and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B. THE RESEARCH

B1 Specification

B1.1 In consideration of Pirbright performing the Research Pirbright shall be paid the Funding.

B2 Samples

B2.1 Not used

B2.2 Not used

B2.3 Not used

B3 Delivery

B3.1 Not used

B3.2 Not used

B3.3 Not used

B3.4 Not used

B3.5 Not used

B3.6 Not used

B3.7 Not used

B3.8 The Authority may inspect and examine the manner in which Pirbright performs the Research at the Premises during normal business hours on reasonable notice. Pirbright shall provide free of charge all such facilities as the Authority may reasonably require for such inspection and examination. In this clause B3, Research includes planning or preliminary work in connection with performance of the Research.

B3.9 If reasonably requested to do so by the Authority, Pirbright shall co-ordinate its activities in performing the Research with those of the Authority and other contractors engaged by the Authority.

B3.10 Commencement of the Research will be within the time agreed or on a specified date. If Pirbright fails materially to deliver the Research within the time promised or specified in the Specification, and fails to notify the Authority of any such issues, in order to agree steps to resolve such issues, the Authority is released from any obligation to accept and pay for the Research and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority. Pirbright will make reasonable efforts to perform the Research in accordance with the Specification and within the Contract Period. Pirbright will notify the Authority of any issues that may impact the delivery of the Research Project and will make all reasonable efforts to resolve such issues with consultation with the Authority.

B4 Risk and Ownership

B4.1 Not used

B4.2 Not used

B5 Non-Delivery

B5.1 Not used

B5.2 Not used

B6 Labelling and Packaging

B6.1 Not used

B6.2 Not used

B6.3 Not used

B6.4 Not used

B6.5 Not used

B7 Training

B7.1 Not used

B8 Provision of Equipment

B8.1 Pirbright shall provide all the Equipment and resource necessary for the performance of the Research. Any Equipment purchased by Pirbright using the Funding shall belong to Pirbright.

B8.2 Not used

B8.3 Not used

B8.4 Not used

B8.5 Not used

B8.6 Not used

B8.7 Not used

B8.8 Not used

B9 Research Delivery

B9.1 Pirbright shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- (b) in accordance with Good Industry Practice; and
- (c) in compliance with all applicable Laws.

B9.2 Not used

B10 Research Performance

B10.1 Pirbright shall at all times comply with the Quality Standards outlined in the Specification and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Research has not been specified in the Contract, Pirbright shall agree the relevant standard of the Research with the Authority prior to the performance of the Research and, in any event, Pirbright shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice, and with all due skill and care. However, Pirbright does not guarantee a successful outcome for the Research or any particular Result.

B10.2 Pirbright shall ensure that all Staff involved in performing the Research do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper performance of the Research. Pirbright shall ensure that those Staff are properly managed and supervised.

B10.3 Not used

B10.4 Not used

B10.5 Not used

B10.6 During the Contract Period, Pirbright shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Pirbright and Staff to carry out the Research;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Research; and
- (c) not, in delivering the Research, in any manner endanger the safety or convenience of the public.

B11 Key Personnel

B11.1 Pirbright acknowledges that the Key Personnel are essential to the proper performance of the Research.

B11.2 The Key Personnel shall not be released from performing the Research without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B11.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Research.

B11.4 The Authority shall not unreasonably withhold its agreement under clauses B11.2 or B11.3. Such agreement shall be conditional on appropriate arrangements being made by Pirbright to minimise any adverse effect on the Research which could be caused by a change in Key Personnel.

B11.5 The Authority may, by notice to Pirbright, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. Pirbright shall take such steps as it, in consultation with the Authority, deems necessary to resolve the Authority's concerns.

B12 Contractor's Staff

B12.1 The Authority may, by notice to Pirbright, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B12.2 At the Authority's written request, Pirbright shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B12.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether Pirbright has failed to comply with clause B12.2 shall be final.

B12.4 Pirbright shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B13 Inspection of Premises

B13.1 Not used

B14 Licence to Occupy Premises

B14.1 Not used

B14.2 Not used

B14.3 Not used

B14.4 Not used

B14.5 Not used

B15 Property

B15.1 Not used

B15.2 Not used

B15.3 Not used

B15.4 Not used

B15.5 Not used

B16 Biological Materials

B16.1 Pirbright shall ensure that any Biological Materials collected by or on behalf of Pirbright in the course of performance of the Research are:

- (a) collected and used in accordance with the Conventions, where relevant;
- (b) Not used; and
- (c) stored for whatever period is reasonably required by the Authority (or, in the absence of any such requirement, an appropriate period in all the circumstances taking into account the nature of the relevant Biological Materials) following termination of the Contract, provided such storage does not contravene the Conventions.

B16.2 Pirbright recognises and acknowledges for the purposes of clause B16.1 (c) that Key Biological Materials in its possession are likely to require long term maintenance and shall put in place appropriate procedures for ensuring that relevant samples are selected for this purpose where applicable.

B16.3 Pirbright shall identify any requirements of the Conventions (including, without limitation, benefit-sharing requirements arising from use of Biological Materials) which may apply in connection with the Research. Pirbright shall comply with any such requirements and inform the Authority of the same. This clause B16.3 shall be without prejudice to the generality of clause B10.1.

B16.4 Failure to comply with any obligation in clause B16 shall amount to a Material Breach for the purpose of clause H2 (Termination on Default). For the avoidance of doubt, where no Biological Materials are, or are to be, collected by or on behalf of Pirbright in the course of performance of the Contract all references to Biological Materials in this clause B16 or elsewhere in the Contract shall have no effect.

B17 Offers of Employment

B17.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter Pirbright shall not employ or offer employment to any of the Authority's staff who have been associated with the Research and/or the Contract without Approval from the Authority.

B18 Employment Provisions

B18.1 Not used

B18.2 Not used

B18.3 Not used

B18.4 Not used

B18.5 Not used

B18.6 Not used

B18.7 Not used

B18.8 Pirbright undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period Pirbright shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Key Personnel (other than where such amendment or variation has previously been agreed between Pirbright and the Key Personnel in the normal course of business and where any such amendment or variation is not in any way related to the end of the Research project);
- (b) terminate or give notice to terminate the employment or engagement of any Key Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Key Personnel from or in the performance of the Research (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Research by Pirbright, (provided that any such transfer, removal, reduction or variation is not in any way related to the end of the Research project); or
- (d) recruit or bring in any new or additional individuals to provide the Research who were not already involved in providing the Research prior to the relevant period.

C PAYMENT

C1 Funding

C1.1 In consideration of Pirbright's performance of its obligations under the Contract, the Authority shall pay the Funding in accordance with clause C2.

C2 Payment and VAT

C2.1 Pirbright shall submit invoices to the Authority on the dates set out in Schedule 2.

C2.2 The Authority shall, in addition to the Funding and following Receipt of a Valid Invoice, pay Pirbright a sum equal to the VAT chargeable on the value of the Research supplied in accordance with the Contract.

C2.3 Pirbright shall add VAT to the Funding at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If Pirbright fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay Pirbright any additional VAT.

C2.4 All Pirbright's invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

C2.5 Valid Invoices shall include:

- (a) Pirbright's full name, address and title of the Contract;
- (b) Not used;
- (c) the Purchase Order number

and, if requested by the Authority:

- (d) Not used
- (e) Not used
- (f) identification of which individuals are Pirbright's staff and which are Sub-Contractors;
- (g) Not used
- (h) Not used
- (i) details of the Research undertaken by the individuals concerned;
- (j) Not used

(k) Not used

(l) Not used

C2.6 If applicable, the Authority shall not pay Pirbright time spent on meal or rest breaks and the Pirbright shall ensure that all workers take adequate meal or rest breaks.

C2.7 Not used

C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.

C2.9 Not used

C2.10 The Authority shall not pay Pirbright's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Research.

C2.11 Not used

C2.12 Not used

C2.13 Not used

C2.14 Not used

C2.15 Pirbright may claim expenses only if they are clearly identified, supported by original receipts and Approved.

C2.16 If the Authority pays Pirbright prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.

C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from Pirbright. All payments made by the Authority to Pirbright shall be on an interim basis pending final resolution of an account with Pirbright in accordance with the terms of this clause C2.

C2.18 The Authority shall pay all sums due to Pirbright within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

[REDACTED]

C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay Pirbright interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

C2.20 Pirbright shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.

C2.21 Pirbright shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of Pirbright's failure to account for or to pay any VAT relating to payments made to Pirbright under the Contract. Any amounts due under this clause C2.21 shall be paid by Pirbright to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C2.22 Pirbright shall not suspend the Research unless Pirbright is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

C3.1 If under the Contract any sum of money is recoverable from or payable by Pirbright to the Authority (including any sum which Pirbright is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to Pirbright from the Authority under the Contract or under any other agreement with the Authority or the Crown.

C3.2 Any overpayment by either Party, whether of the Funding or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 Pirbright shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless Pirbright has a valid court order requiring an amount equal to such deduction to be paid by the Authority to Pirbright.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Funding during Extension

C4.1 Subject to Schedule 2 and clause F7 (Variation), the Funding shall apply for the Initial Contract Period and until the end date of any extension or such earlier date of

termination or partial termination of the Contract in accordance with the Law or the Contract.

D. STATUTORY OBLIGATIONS

D1 Prevention of Fraud and Bribery

D1.1 Pirbright represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 Pirbright shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 Pirbright shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 Pirbright shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

D1.5 If Pirbright notifies the Authority pursuant to clause D1.4, Pirbright shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

D1.6 If Pirbright is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

- (a) require Pirbright to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

D2 Discrimination

D2.1 Pirbright shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality and diversity policy as given to Pirbright from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

D3 Rights of Third Parties

D3.1 The provisions of clause E8.3 confer benefits on persons named in such provisions (together "Third Party Provisions") other than the Parties (each person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("CRTPA").

D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D4 Health and Safety

D4.1 Pirbright shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy if at the Authority's Premises.

D4.2 Each Party shall notify the other as soon as practicable of any high-consequence health and safety incidents or material health and safety hazards at each parties Premises of which it becomes aware and which relate to or arise in connection with the performance of the Research. Pirbright shall instruct its Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

D5 Environmental Requirements

D5.1 Pirbright shall, in the performance of the Research, make best efforts to have due regard for the Authority's environmental, sustainable and ethical procurement policies ("Environmental Policies"). Such practice shall always be subject to local regulations in force at Pirbright. The Authority's Environmental Policies require the Authority through its procurement and management of suppliers to:

- (a) conserve energy, water, wood, paper and other resources and reduce waste;
- (b) phase out the use of ozone depleting substances;
- (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;
- (e) reduce fuel emissions wherever possible;

- (f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 Subject to relevant regulations in force for the nature of work for this Research, Pirbright shall ensure that any equipment and materials used in the performance of the Research do not contain:

- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or
- (b) HFCs and other gaseous and non-gaseous substances with a high global warming potential;

unless given written permission by the Authority to do so.

D5.3 Subject to relevant regulations in force for the nature of work for this Research, Pirbright shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.

D5.4 If required by the Authority Pirbright shall provide the Authority with information about its compliance with its obligations under clause D5.3.

D5.5 Pirbright shall ensure that its Staff are aware of the Authority's Environmental Policies.

D5.6 Wherever relevant, Pirbright shall comply with the minimum environmental mandatory standards in the "Government Buying Standards" and in addition where required by the Authority, comply with any relevant "Best Practice" and "Class Leader" standards in relation to any goods on that list which are supplied to the Authority by or on behalf of Pirbright under the Contract.

D5.7 Pirbright shall:

- (a) identify any risks from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the performance of the Research; and
- (b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the

necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the performance of the Research.

D6 Timber and Wood Derived Products

D6.1 Not used

D6.2 Not used

D6.3 Not used

D6.4 Not used

D6.5 Not used

D6.6 Not used

D6.7 Not used

D6.8 Not used

E PROTECTION OF INFORMATION

E1 Authority Data

E1.1 Pirbright shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

E1.2 Pirbright shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by Pirbright of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

E1.3 To the extent that Authority Data is held and/or processed by Pirbright, Pirbright shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.

E1.4 Pirbright shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.

E1.5 Pirbright shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. Pirbright shall ensure that such back-ups are made available to the Authority immediately upon request.

E1.6 Pirbright shall ensure that any system on which Pirbright holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.

E1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of Pirbright's Default so as to be unusable, the Authority may:

- (a) require Pirbright (at Pirbright's expense) to restore or procure the restoration of Authority Data and Pirbright shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data, and shall be repaid by Pirbright any reasonable expenses incurred in doing so.

E1.8 If at any time Pirbright suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then Pirbright shall notify the Authority immediately and inform the Authority of the remedial action Pirbright proposes to take.

E2 Data Protection

E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and Pirbright is the Processor unless otherwise specified in Schedule 5. The only processing that Pirbright is authorised to do is listed in Schedule 5 by the Authority and may not be determined by Pirbright.

E2.2 Pirbright shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

E2.3 Pirbright shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, 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 Research;
- (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.

E2.4 Pirbright shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 5 unless Pirbright is required to do otherwise by Law. If it is so required Pirbright shall promptly notify the Authority 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 Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority 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 Contract (and in particular Schedule 5);
 - (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:
 - (A) are aware of and comply with Pirbright's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with Pirbright or any Sub-processor;
 - (C) 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 Authority or as otherwise permitted by this Contract; and
 - (D) 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 Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or Pirbright 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 Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) Pirbright 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 Authority in meeting its obligations); and

(iv) Pirbright complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

(e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless Pirbright is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 Pirbright shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, 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.

E2.6 Pirbright's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.

E2.7 Taking into account the nature of the processing, Pirbright shall provide the Authority 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 Contract and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

(a) the Authority with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Authority following any Data Loss Event;

(e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

E2.8 Pirbright shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where Pirbright employs fewer than 250 staff, unless:

- (a) the Authority determines that the processing is not occasional;
- (b) the Authority 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 Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E2.9 Pirbright shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, Pirbright must:

- (a) notify the Authority in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
- (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

E2.12 Pirbright shall remain fully liable for all acts or omissions of any of its Sub-processors.

E2.13 The Authority 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 Contract).

E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days'

notice to Pirbright amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E2.16 Not used

E3 Official Secrets Acts and Finance Act 1989

E3.1 Pirbright shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

E4 Confidential Information

E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract 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 Contract.

E4.2 Pirbright hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

E4.3 If required by the Authority, Pirbright shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract and, if applicable, incorporating the requirements of clause E2.11. Pirbright shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

E4.4 If requested by the Authority, Pirbright shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. Pirbright shall ensure that its Staff, professional advisors and consultants are aware of Pirbright's confidentiality obligations under the Contract.

E4.5 Pirbright may only disclose the Authority's Confidential Information to the Staff who are directly involved in the performance of the Research and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E4.6 Pirbright shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E4.7 Clause E4.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure, or becomes available in the public domain, otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from Pirbright:

- (a) for the purpose of the examination and certification of the Authority'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 the Authority has used its resources;
- (c) to any Crown Body or any Contracting Authority and Pirbright 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 the Authority

provided that in disclosing information under clauses E4.8 (c) and (d) the Authority 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.

E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract 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.

E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom Pirbright's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.

E4.11 If Pirbright does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on notice to Pirbright.

E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Research, Pirbright shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

E4.13 Pirbright will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the performance of the Research and will keep a record of such breaches. Pirbright will use its best endeavours to recover such Confidential Information or data however it may be recorded. Pirbright will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.

E4.14 Pirbright shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes Pirbright has failed to comply with clause E4.12.

E5 Freedom of Information

E5.1 Pirbright and the Authority acknowledges that both parties are subject to the requirements of the FOIA and the EIR.

E5.2 Each Party shall transfer to the other all Requests for Information (in relation to this Contract) that it receives as soon as practicable and in any event within 5 Working Days of receipt:

- (a) give the other Party a copy of all Information in its possession or control in the form required within 5 Working Days (or such other period as the Parties may agree) of the request;
- (b) provide all necessary assistance as reasonably requested to enable the Party under such information request to comply with its obligations under the FOIA and EIR; and
- (c) not respond directly to a Request for Information unless authorised to do so in writing by the Party under information request.

E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

E6 Publicity, Media and Official Enquiries

E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

E6.2 Pirbright shall use its best endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.

E6.3 Notwithstanding clause E6.1 but subject to clause E4 (Confidential Information) and Schedule 4, Pirbright shall endeavour to make the Results generally available (including in scientific journals where reasonably appropriate) and shall acknowledge in any public statement the financial support of the Authority and the Co-funders. Pirbright shall send details of any proposed publication to the Authority at least 2 weeks prior to the proposed publication and shall notify the Authority immediately if approached by the media about the Research.

E6.4 Subject to clause E4 (Confidential Information) and Schedule 4 the Authority may disclose, copy and otherwise distribute to the public or use in any way any information arising out of the Research or comprised in any work relating to the Research. However, the Authority shall make reasonable efforts to consult with Pirbright prior to such disclosures to prevent any potentially patentable Result from being disclosed before a patent can be filed.

E6.5 Nothing in the Contract shall permit or require Pirbright or the Co-funders to make any disclosure of information which would jeopardise any commercial exploitation of the Results.

E7 Security

E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. Pirbright shall comply with all security requirements of the Authority while on the Authority's Premises and shall ensure that all Staff comply with such requirements.

E7.2 The Authority shall give Pirbright upon request copies of its written security procedures.

E7.3 Pirbright shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from Pirbright's System.

E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data,

assist each other to mitigate any losses and to restore the provision to their desired operating efficiency.

E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:

- (a) by Pirbright where the Malicious Software originates from Pirbright Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of Pirbright); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

E8 Intellectual Property Rights

E8.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to Pirbright by or on behalf of the Authority (together with the Results, the "IP Materials")

shall vest in Pirbright, with a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) back granted to the Authority in the event that Pirbright does not comply with its obligations in this clause E8, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by Pirbright of its obligations under the Contract.

E8.2 In the event that Pirbright does not comply with its obligation under E9.2 Pirbright shall grant:

- (a) to the Authority, a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This licence shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) immediately on the coming into existence of the Intellectual Property Rights produced by Pirbright;
- (b) to Her Majesty the Queen, a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to all Copyright and Database Rights, which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these grants.

E8.3 Pirbright shall:

- (a) ensure that the third party owner of any Intellectual Property Rights that are necessary for the Authority's exploitation of the Intellectual Property Rights shall grant to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, or to any other third party supplying goods and/or services to the Authority ("Indemnified Persons");
- (b) not knowingly infringe any Intellectual Property Rights of any third party in performing the Research; and
- (c) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by Pirbright under any provision of the Contract.

E8.4 The Authority shall notify Pirbright in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by Pirbright to the Authority.

E8.5 Pirbright shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, Pirbright or an Indemnified Person) arising from the performance of Pirbright's obligations under the Contract ("Third Party IP Claim"), provided that Pirbright shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E8.6 The Authority shall at the request of Pirbright afford to Pirbright all reasonable assistance for the purpose of contesting any Third Party IP Claim and Pirbright shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs

and disbursements) incurred in doing so. Pirbright shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3 (c) i) and ii).

E8.7 The Authority shall not, without Pirbright's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

E8.8 If any Third Party IP Claim is made or in the reasonable opinion of Pirbright is likely to be made, Pirbright shall notify the Authority and, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3 and G2.1(g) use its best endeavours to:

- (a) modify any or all of the Research without reducing the performance or functionality of the same, or substitute alternative research of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and perform the Research which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if Pirbright is unable to comply with clauses E8.8(a) or (b) within 20 Working Days of receipt by the Authority of Pirbright's notification the Authority may terminate the Contract immediately by notice to Pirbright.

E8.9 Pirbright grants to the Authority a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that Pirbright owned or developed prior to the Commencement Date and which the Authority reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Research).

E9 Commercial Exploitation

E9.1 Pirbright shall:

- (a) ensure that its staff, students and sub-contractors are and will be engaged in relation to the Contract and the Research on terms which do not entitle any of them to any rights in the Results; and
- (b) ensure that it is and remains entitled to transfer free from any encumbrances any title and/or rights necessary to effect the vesting of Intellectual Property Rights required by the Contract.

E9.2 Subject to clauses E9.3 and E9.4 Pirbright will use reasonable endeavours to exploit the Results commercially for its benefit and the benefit of the Authority and the Co-funders.

E9.3 Pirbright shall identify and inform the Authority of any Results which it considers suitable for commercial exploitation. If Pirbright has identified an opportunity for the commercial exploitation of the Results then it shall consult with the Authority on appropriate steps to take to commercialise the Results.

E9.4 Pirbright shall identify and inform the Authority of any Results which may be suitable for registration as a patent, copyright, registered design, trade mark or other legal protection and shall use its reasonable endeavours to apply for such protection throughout or in any part of the world in the name of the Authority, and shall maintain such protection in such part of the world as it considers suitable at its own expense.

E9.5 Subject to clause E9.6 the Income from the commercial exploitation of the Results shall, after deduction of allowable costs as described below, be apportioned between the Parties as follows:

- (a) the Authority: 10% and
- (b) Pirbright: 90%.

E9.6 The Income referred to in clause E9.5 shall be payable for the longer of:

- (a) the term of any patent arising from or incorporating any of the Results; and
- (b) the period in which any Know-How arising from the Results and used in any products or services exploited by Pirbright remains secret and substantial.

E9.7 The allowable costs for the purposes of clause E9.5 shall be limited to:

- (a) the registration fees for the registering of any rights in relation to such Results;
- (b) any legal costs reasonably incurred in relation to legal proceedings in relation to such Results in any appropriate forum and before any appropriate tribunal in any country and any costs ordered by any such tribunal to be paid by the Parties or any of them;
- (c) any other reasonable cost or expenditure which may be agreed from time to time by the Authority and Pirbright; and
- (d) subject to Approval, any reasonable marketing, packaging and/or distribution costs, and any relevant experimental development costs including costs of field trials and/or demonstration projects incurred at Pirbright's expense.

E9.8 Pirbright shall have sole responsibility for making any payments due to Staff under any rewards or incentive schemes, whether contractual, ex gratia, or statutory, in relation to the Results, and any such payments shall not be a cost or expenditure liable to be subtracted from any Income pursuant to clause E9.5. Any payments in respect of a share of Income to be made to the Authority and/or the Co-funders by Pirbright shall be made promptly, in such format as the Authority may direct and accompanied by sufficient

information to enable the Authority to identify: i) the contract to which such payments relate; and ii) the means (including a full breakdown of allowable costs) by which such payments have been calculated.

E9.9 If Pirbright does not intend to protect or exploit any Results then the Authority shall be entitled to obtain protection at its own cost and (if clause E8.1 has been amended or varied so that ownership of the Results vests in Pirbright) to have assigned to it at no charge all rights in the relevant Results. Pirbright will not be entitled to any share of the Income generated as the result of the protection or exploitation of the relevant Results obtained by the Authority.

E9.10 For the avoidance of doubt, clauses E9.5 to E9.9 do not apply to and do not affect any Intellectual Property Rights in existence before the commencement of the Research.

E10 Audit

E10.1 Pirbright shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Research supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. Pirbright shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.

E10.2 Pirbright agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by Pirbright in relation to the Research.

E10.3 Pirbright shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine Pirbright's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

E10.4 Pirbright (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. Pirbright shall provide such explanations as are reasonably required for these purposes.

E11 Tax Compliance

E11.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, Pirbright shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and

- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

E11.2 If Pirbright or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, Pirbright shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Research by Pirbright or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

F1.1 If the Authority informs Pirbright in writing that the Authority reasonably believes that any part of the Research do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, Pirbright shall at its own expense re-schedule and perform the Research in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

F1.2 Not used

(a) Not used

(b) Not used

F1.3 Not used

F1.4 Not used

F1.5 Not used

F1.6 Not used

F2 Monitoring of Contract Performance

F2.1 Pirbright shall immediately inform the Authority if any of the Research is not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F2.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "Review Date"), the Authority shall carry out a review of the performance of Pirbright ("Checkpoint Review"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to): Pirbright's performance of the Research; Pirbright's contribution to innovation in the Authority; whether the Research provide the Authority with best value for money; consideration of any changes which may need to be made to the Research; a review of future requirements in relation to the Research and progress against key milestones.

F2.3 Pirbright shall provide at its own cost any assistance reasonably required by the Authority to perform such Checkpoint Review including the provision of data and information.

F2.4 The Authority may produce a report (a "Checkpoint Review Report") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the performance of the Research and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and Pirbright's obligations under this Contract.

F2.5 The Authority shall give Pirbright a copy of the Checkpoint Review Report (if applicable). The Authority shall consider any Pirbright comments and may produce a revised Checkpoint Review Report.

F2.6 Pirbright shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.

F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of Pirbright's failure to meet its obligations under this Contract identified by the Checkpoint Review Report, or those which result from Pirbright's failure to meet the Authority's expectations notified to Pirbright or of which Pirbright ought reasonably to have been aware) shall be implemented at no extra charge to the Authority.

F3 Reporting

F3.1 Unless otherwise authorised in writing by the Authority, Pirbright shall submit an annual report (the "Annual Report") for each Project Year to the Authority in accordance with this clause F3.

F3.2 Pirbright shall provide one hard copy of the Annual Report and one copy on either computer readable disk or e-mail in the format specified by or agreed with the Authority, no later than 4 weeks after the end of each Project Year, or, for work lasting one year or less, no later than 4 weeks after completion of the Research.

F3.3 The Annual Report shall:

- (a) list the scientific objectives set out in the Specification, indicating where amendments have been agreed;
- (b) indicate in non-scientific terms the scientific progress achieved since the Commencement Date or since the last Annual Report; how this relates to the policy objectives as set out in the relevant current statement of policy rationale and programme objectives relating to research and development issued by the Authority in accordance with the Specification, plus any findings of particular interest;
- (c) indicate whether the scientific objectives in the Specification are appropriate for the remainder of the Contract Period, giving reasons for any changes, together with financial, Staff and time implications;
- (d) list the milestones for the relevant Project Year as set out in the Specification, indicating which milestones have been met and whether the remaining milestones appear realistic (subject to clause F4);
- (e) list any outputs, for example, published papers or presentations and identify any opportunities for exploiting any Intellectual Property Rights or technology transfer arising out of the Research and any action taken to protect and exploit such Intellectual Property Rights; and
- (f) comment briefly on any new scientific opportunities which may arise from the Research.

F3.4 Unless Approved, Pirbright shall submit by the completion date of the Research a final report (the “Final Report”) consisting of 2 hard copies and one electronic copy on either computer readable disk or by e-mail in a format specified by the Authority. The Final Report shall include the following:

- (a) the Research code and title as set out in the Specification; the name of Pirbright; the total costs; and the Commencement Date and date of completion of the Research;
- (b) an executive summary of not more than 2 sides of A4 written in a style understandable to the intelligent non-scientist. This should include the main objectives of the Research; the methods and findings of the research; and any other significant events and options for new work; and
- (c) a scientific report.

F3.5 The scientific report referred to in clause F3.4(c) above shall contain:

- (a) the scientific objectives as set out in the Specification;
- (b) the extent to which the objectives set out in the Specification have been met;
- (c) details of methods used and the Results obtained, including statistical analysis where appropriate;
- (d) a discussion of the Results and their reliability;
- (e) the main implications of the findings;
- (f) possible future work; and
- (g) any action resulting from the research, for example, protection of Intellectual Property Rights and knowledge transfer.

F3.6 Notwithstanding clause E6 (Publicity, Media and Official Enquiries), the Authority may publish the Final Report on a website. When submitting the Final Report to the Authority Pirbright shall indicate any information contained in the Final Report which it considers to be commercially sensitive or which might otherwise merit non-publication and the Authority shall not disclose such information without first having consulted Pirbright (without prejudice to the Authority's discretion as to whether to publish following such consultation).

F3.7 The Authority reserves the right to reject any Annual Report or Final Report submitted by Pirbright which is not, in the reasonable opinion of the Authority, satisfactory, either in form or content, having regard to the provisions of this Schedule. If an Annual Report or Final Report is rejected by the Authority, Pirbright shall remedy any deficiencies identified by the Authority and submit a revised version at no additional cost to the Authority or the Co-funders.

F3.8 Pirbright shall supply any additional reports, including financial reports, in respect of the Research, at such time or times, and in such form, as the Authority may reasonably require. Without prejudice to the generality of the foregoing, Pirbright shall provide to the Authority such information as the Authority may reasonably require regarding commercial exploitation of the Results, including details of any licences granted to third parties in respect of any Intellectual Property Rights in the same. Pirbright shall further keep at its normal place of business detailed accurate and up to date records and accounts showing details of its commercial exploitation of the Results including the sale of products or services which incorporate the Results, Income received, allowable costs deducted and the amount of licensing revenues received by it in respect of the Results in a format sufficient to ascertain that revenue sharing pursuant to the Contract has been properly accounted for and apportioned in accordance with the Contract.

F3.9 Pirbright shall, subject to reasonable notice, attend all meetings specified in the Contract or otherwise arranged by the Authority for the purpose of discussion of the Research.

F4 Remedies for inadequate performance

F4.1 If the Authority reasonably believes Pirbright has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Research until such time as Pirbright has demonstrated to the Authority's reasonable satisfaction that Pirbright will be able to supply the Research in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Research only (whereupon a corresponding reduction in the Funding shall be made) and thereafter itself supply or procure a third party to supply such part of the Research;
- (c) withhold or reduce payments to Pirbright in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F4.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge Pirbright for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Research by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to Pirbright for such part of the Research.

F4.3 If the Authority reasonably believes Pirbright has failed to supply all or any part of the Research in accordance with the Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give Pirbright notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F4.4 If Pirbright has been notified of a failure in accordance with clause F4.3 the Authority may:

- (a) direct Pirbright to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or

(b) withhold or reduce payments to Pirbright in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F4.5 If Pirbright has been notified of a failure in accordance with clause F4.3, it shall:

(a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and

(b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F4.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F4.6 If, having been notified of any failure, Pirbright fails to remedy it in accordance with clause F4.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to Pirbright.

F5 Transfer and Sub-Contracting

F5.1 Except where clauses F5.5 and F5.6 both apply, Pirbright shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve Pirbright of any of its obligations or duties under the Contract.

F5.2 Pirbright is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, Pirbright shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will perform the Research fully in accordance with the Contract.

F5.3 Pirbright shall ensure that its Sub-Contractors and suppliers retain all records relating to the Research for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E10 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by Pirbright on the basis of such documents or work carried out by the Sub-Contractor or supplier.

F5.4 If the Authority has consented to the award of a Sub-Contract Pirbright shall ensure that:

(a) the Sub-Contract contains a right for Pirbright to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;

- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F5.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by Pirbright to the Authority immediately.

F5.5 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, Pirbright shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require Pirbright to replace or not appoint the Sub-Contractor and Pirbright shall comply with such requirement.

F5.6 Notwithstanding clause F5.1, Pirbright may assign to a third party (the “Assignee”) the right to receive payment of the Funding or any part thereof due to Pirbright (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F5.6 shall be subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F5.7 and F5.8.

F5.7 If Pirbright assigns the right to receive the Funding under clause F5.6, Pirbright or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F5.8 Pirbright shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment.

F5.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F5.10 Subject to clause F5.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

(c) any private sector body which substantially performs the functions of the Authority provided that any such assignment, novation or other disposal shall not increase the burden of Pirbright's obligations under the Contract.

F5.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F5.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F5.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F5.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause F5 both such bodies being referred to as the "Transferee"):

(a) the rights of termination of the Authority in clauses H1 and H2 shall be available to Pirbright in respect of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of Pirbright.

F5.13 The Authority may disclose to any Transferee any Confidential Information of Pirbright which relates to the performance of Pirbright's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of Pirbright's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F5.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

F6 Waiver

F6.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F6.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4.2 (Notices).

F6.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F7 Variation

F7.1 If, after the Commencement Date, the Parties' requirements change, the Authority may request a Variation subject to the terms of this clause 7.

F7.2 Either Party may request a Variation by notifying the other in writing of the Variation and giving sufficient information to assess the extent of the Variation and consider whether any change to the Funding is required in order to implement the Variation within a reasonable time limit specified by the Authority. If both Parties accept the Variation, it shall be confirmed in writing and accepted either electronically via the Authorities e-sourcing system (for key changes, such as financial or time extension Variations a valid CCN is required) or by email (for minor Variations at Project Management level).

F7.3 Where the Parties are unable to agree a Variation of a change to the Funding, the Authority may:

- (a) allow Pirbright to fulfil its obligations under the Contract without the Variation to the Specification; or
- (b) terminate the Contract immediately except where Pirbright has already delivered all or part of the Research or where Pirbright can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F7.4 No key change Variations will take effect unless and until recorded in a validly executed CCN. Execution of a CCN shall be made via electronic signature as described in clause F7.2 and 1.2 of Section 1 of the Contract.

F7.5 A CCN takes effect on the date both Parties communicate acceptance of the CCN via Bravo and, on the date it communicates its acceptance of the CCN in this way, Pirbright is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of Pirbright in addition to the warranties and representations set out in clause G2.

F7.6 The provisions of clauses F7.4 and F7.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F8 Severability

F8.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F9 Remedies Cumulative

F9.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F10 Entire Agreement

F10.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

F11 Counterparts

F11.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 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;
- (d) any breach of clauses D1, E1, E2 or E4 or any breach of Schedule 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, Pirbright shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Research or the performance or non-performance by Pirbright of its obligations under the Contract or the presence of Pirbright or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by Pirbright, or any other loss which is caused directly by any act or omission of Pirbright.

G1.3 Subject to clause G1.1 Pirbright's aggregate liability in respect of the Contract shall not exceed £1,000,000 (one million pounds).

G1.4 Pirbright shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.5 The Authority may recover from Pirbright the following losses incurred by the Authority to the extent they arise as a result of a Default by Pirbright:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) Not used
- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.6 Subject to clauses G1.1 and G1.5, neither Party shall be liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
- (b) indirect, special or consequential loss.

G1.7 Unless otherwise specified by the Authority, Pirbright shall, with effect from the Commencement Date for such period as necessary to enable Pirbright to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by Pirbright, arising out of Pirbright's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other

loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by Pirbright. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

G1.8 Pirbright shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.

G1.9 Pirbright shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If Pirbright does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from Pirbright.

G1.11 The provisions of any insurance or the amount of cover shall not relieve Pirbright of any liabilities under the Contract.

G1.12 Pirbright shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to Pirbright, which would entitle any insurer to refuse to pay any claim under any insurance policy in which Pirbright is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 Pirbright warrants and represents on the Commencement Date and for the Contract Period that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of Pirbright;
- (b) in entering the Contract it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Application or other offer made by Pirbright to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;

- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of Pirbright or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of Pirbright's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by Pirbright shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence where Pirbright has not been in existence for 3 years) prior to the date of the Contract:
- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by Pirbright in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to Pirbright.

G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

G3.3 If Pirbright is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:

- (a) are capable of being mitigated by any of the Research, but Pirbright has failed to do so; and/or
- (b) should have been foreseen and prevented or avoided by a comparable research organisation, operating to the standards required by the Contract.

G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued performance of the Research affected by the Force Majeure Event.

G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where Pirbright is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

G3.6 Where, as a result of a Force Majeure Event:

- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party shall be liable for any Default arising as a result of such failure;
- (b) Pirbright fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Funding (or a proportional payment of it) only to the extent that the Research (or part of the Research) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.

G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.

G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with

its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to Pirbright where Pirbright is a company and in respect of Pirbright:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to Pirbright where Pirbright is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, Pirbright's creditors;

- (b) a petition is presented and not dismissed within 14 days or order made for Pirbright's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of Pirbright's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) Pirbright is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Pirbright's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 Pirbright shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where Pirbright undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("Change of Control"). The Authority may terminate the Contract with immediate effect by notice and without compensation to Pirbright within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to Pirbright where Pirbright is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or

- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to Pirbright where Pirbright is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;
- (c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if Pirbright commits a Default and:

- (a) Pirbright has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of Pirbright, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, Pirbright shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay Pirbright undisputed sums of money when due, Pirbright shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, Pirbright may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 30 days' notice to Pirbright.

H4 Other Termination Grounds

H4.1 The Authority may terminate the Contract on written notice to Pirbright if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

(b) Pirbright was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;

(c) Not used

(d) Pirbright has not, in performing the Research, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 Not used

H5.2 If Contract is terminated under clauses H2 or H4 the Authority shall make no further payments to Pirbright (for Research performed by Pirbright prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of the Research performed prior to termination.

H5.3 If the Authority terminates the Contract under clause H3 the Authority shall make no further payments to Pirbright except for Research performed by Pirbright prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or Pirbright under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E10 (Audit), F10 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

H6.1 Pirbright shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H6.2 Pirbright shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H6.3 If there is industrial action by the Staff, Pirbright shall seek Approval to its proposals to continue to perform its obligations under the Contract.

H6.4 If Pirbright's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.

H6.5 If Pirbright is unable to perform the Research owing to disruption of the Authority's normal business, Pirbright may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by Pirbright as a direct result of such disruption.

H7 Recovery upon Termination

H7.1 On termination of the Contract for any reason, Pirbright shall at its cost:

- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Research;
- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to Pirbright in good working order;
- (c) Not used;
- (d) assist and co-operate with the Authority to ensure an orderly exit from the Contract and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the performance of the Research which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Research have been performed and/or for the purpose of allowing the Authority to conduct due diligence.

H7.2 If Pirbright does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and Pirbright grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of Pirbright or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Handover

H8.1 Not used

H8.2 Not used

H8.3 Not used

H8.4 Not used

H8.5 Not used

H8.6 Not used

H8.7 Pirbright shall co-operate fully with the Authority at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective exit without disruption to routine operational requirements.

H8.8 Within 10 Working Days of being requested by the Authority, Pirbright shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Research. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

H9.1 Upon termination Pirbright shall render reasonable assistance to the Authority to the extent necessary to effect an orderly Exit in accordance with the procedure set out in clause H10.

H10 Exit Procedures

H10.1 Not used

H10.2 The following commercial approach shall apply to the Exit process if Pirbright:

- (a) does not have to use resources in addition to those normally used to perform the Research prior to termination or expiry, there shall be no change to the Funding; or
- (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Funding based on Pirbright's rates either set out in Schedule 2 or forming the basis for the Funding.

H10.3 When requested to do so by the Authority, Pirbright shall deliver to the Authority details of all licences for software used in the delivery of the Research including the software licence agreements, where such licences have available rights for transfer

H11 Knowledge Retention

H11.1 Pirbright shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from Pirbright to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, Pirbright shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. Pirbright shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

I1.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against Pirbright in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of Pirbright and the commercial director of the Authority.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and Pirbright and the Staff shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working

Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

(b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

(e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

(f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 12.6.

12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 have been completed save that:

(a) The Authority may at any time before court proceedings are commenced, serve a notice on Pirbright requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7;

(b) if Pirbright intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on Pirbright requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7; and

(c) Pirbright may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Authority may consent as it sees fit.

12.7 If any arbitration proceedings are commenced pursuant to clause 12.6,

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to Pirbright (the “Arbitration Notice”) stating:
- (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“LCIA”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I2.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 - SPECIFICATION

1. Project Summary

This project aims to support novel intervention strategies to combat African swine fever (ASF), a viral haemorrhagic fever of domestic pigs that is spreading across Europe, Asia and Africa. There is no vaccine or treatment against ASF and the disease can only be controlled by rapid diagnosis, quarantine and slaughter of affected herds. Introduction of ASF into the UK would inevitably lead to a loss of international trade as well as significantly impacting domestic production. ASF is caused by a complex virus, African swine fever virus (ASFV), that encodes for more than 150 different genes and part of the reason for the lack of treatments is our poor understanding of the role of these genes during the virus life cycle. Identification of the mechanisms by which ASFV manipulates cellular pathways to aid its replication, and evade host immune responses, will support vaccine design and identify potential targets for antiviral therapies.

[REDACTED]

[REDACTED]

[REDACTED]

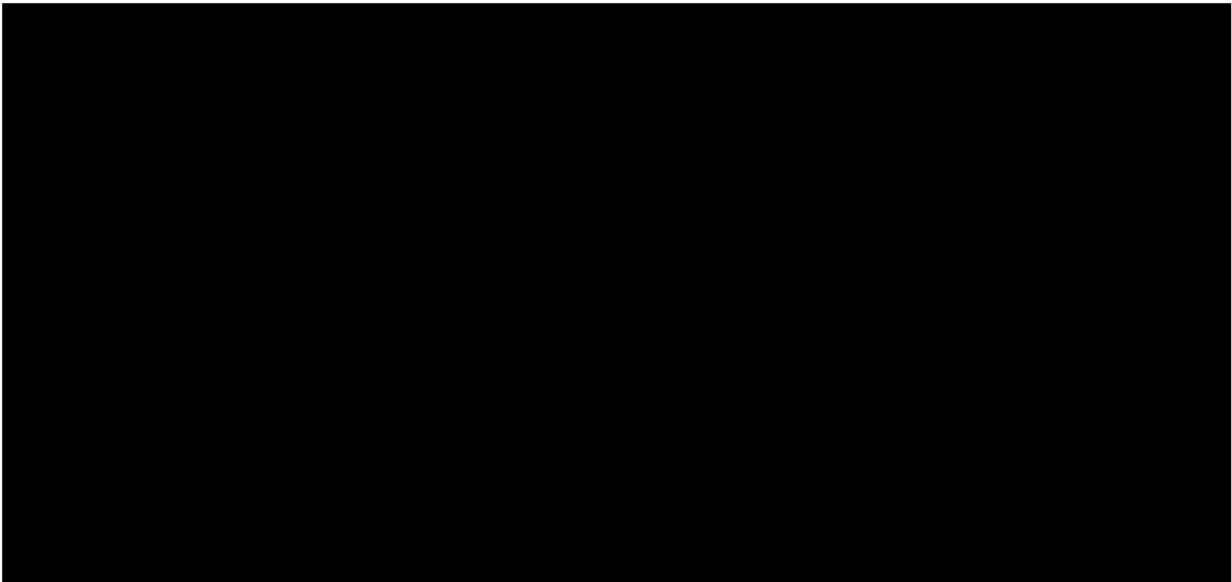
[REDACTED]

2. Background

[REDACTED]

[REDACTED]

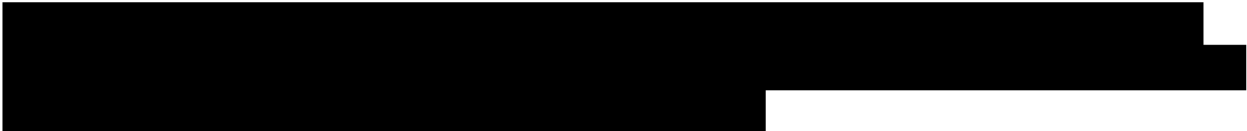
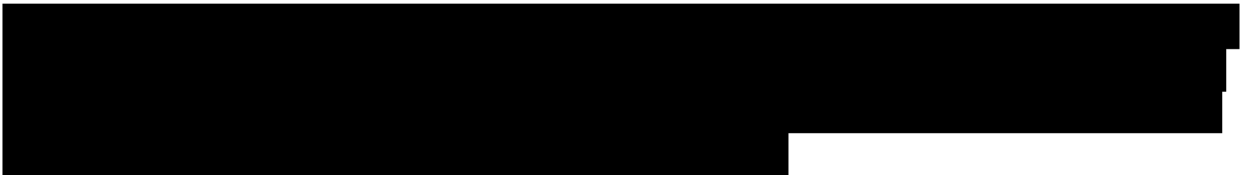
[REDACTED]



ASFV

 virus
 host

Human herpesvirus 1



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Objectives

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Before public presentation or publication of results, any potential IP will be identified by a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Milestones and Deliverables Table

	Target date (dd/mm/yy yy)	Project month	Description of <u>milestone</u> including the <u>deliverable</u> , for each project objectives (maximum 120 characters)	Suggested payment (£)
1	30/04/2021	1	[REDACTED]	
2	30/04/2021	1	[REDACTED]	
3	31/05/2021	2	[REDACTED]	
4	30/06/2021	3	[REDACTED]	
5	30/06/2021	3	[REDACTED]	
6	30/06/2021	3	[REDACTED]	
7	30/06/2021	3	[REDACTED]	
8	30/09/2021	6	[REDACTED]	
9	30/09/2021	6	[REDACTED]	
10	30/09/2021	6	[REDACTED]	
11	30/09/2021	6	[REDACTED]	
12	30/06/2021	6	[REDACTED]	
13	31/12/2021	9	[REDACTED]	
14	30/06/2021	9	[REDACTED]	
15	31/01/2022	10	[REDACTED]	
16	31/03/2022	12	[REDACTED]	
17	30/06/2021	12	[REDACTED]	
18	31/07/2021	13	[REDACTED]	
19	31/05/2022	14	[REDACTED]	

20	30/06/2022	15	[REDACTED]	
21	31/08/2022	18	[REDACTED]	
22	30/11/2022	20	[REDACTED]	
23	30/11/2022	20	[REDACTED]	
24	31/12/2022	21	[REDACTED]	
25	31/12/2022	21	[REDACTED]	
26	31/12/2022	21	[REDACTED]	
27	31/03/2023	24	[REDACTED]	
28	31/03/2023	24	[REDACTED]	
29	30/04/2023	24	[REDACTED]	
30	31/05/2023	25	[REDACTED]	
31	31/07/2023	27	[REDACTED]	
32	30/10/2023	30	[REDACTED]	
33	30/11/2023	32	[REDACTED]	
34	31/12/2023	33	[REDACTED]	
35	31/12/2023	33	[REDACTED]	
36	31/12/2023	33	[REDACTED]	
37	31/03/2024	36	[REDACTED]	
38	31/03/2024	36	[REDACTED]	
39	31/03/2024	36	[REDACTED]	

40	31/03/2024	36	[REDACTED]	
41	31/03/2024	36	[REDACTED]	
42	31/03/2024	36	[REDACTED]	

7. Quality Assurance

The Pirbright Institute operates a quality management system within which groups are expected to be compliant with the Joint Funders' Code of Practice for Research. The Pirbright Institute is committed to the quality of the research process in addition to the quality of science and is in full acceptance of the Code. All data is stored on secure Network Servers which are backed up regularly.

8. Ethical Considerations and Health and Safety

[REDACTED]

[REDACTED]

[REDACTED]

9. Project Management and Team

[REDACTED]

[REDACTED]

[REDACTED]

10. Team Skills and Experience

[REDACTED]

11. Summary of Staff Time by Financial Year

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1	[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]

12. Key Performance Indicators (KPIs)

Key Performance Indicators (KPIs) are essential in order to align the Company's performance with the requirements of Defra and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.

The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving the Research.

The proposed KPIs for this contract are set out at Annex 1.

SCHEDULE 2 – FUNDING

2.1 The Customer will pay to Pirbright no more than the fixed sum of:

£495,901 (exclusive of VAT)

[REDACTED]

2.3 Subject to any variation of the Agreement, the amounts in paragraph 2.1, above, shall remain firm throughout the duration of the Agreement.

2.4 In the event that the Agreement is varied, the amount in paragraph 2.1 shall be adjusted by such reasonable sum as may be agreed, in writing, between the Customer and Pirbright.

2.5 All travel and subsistence costs shall be in line with Defra's Travel and Subsistence Policy, (provided at Annex 2) and claimed on an actuals basis. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rates be exceeded, Defra reserves the right to reimburse only up to the stated rate.

[REDACTED]

[REDACTED]

[REDACTED]



SCHEDULE 3 - CHANGE CONTROL

Contract Change Note ("CCN")

CCN Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS Pirbright and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annexe [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

[insert commercially sensitive information as appropriate and if known the dates that the information will remain commercially sensitive]

1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).

1.2 In this Schedule the Parties have sought to identify Pirbright's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.

1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.

1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

PIRBRIGHT's COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of Pirbright, 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:
3. The contact details of Pirbright Data Protection Officer are:
4. Pirbright 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	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and Pirbright is the Processor in accordance with Clause E2.1.
Subject matter of the processing	No personal data is collected or processed through this Contract.
Duration of the processing	No personal data is collected or processed through this Contract.
Nature and purposes of the processing	No personal data is collected or processed through this Contract.
Type of Personal Data	No personal data is collected or processed through this Contract.
Categories of Data Subject	No personal data is collected or processed through this Contract.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>No personal data is collected or processed through this Contract.</p>
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Annex 1 – Key Performance Indicators

Metric	KPI (if any of the deliverables are deemed not to meet the Minimum Standard the over-arching KPI itself will be 'failed')	What is required to make this measurable	KPI Measurement	Minimum Standard (KPI Failure)	Acceptable Standard
Contract Management	KPI 1: Submission of Invoices	Invoices produced within ten (10) working days of Defra confirming the Company's achievement of a milestone	Defra will review all invoices submitted by the Company to check that the following information is included and is correct: <ul style="list-style-type: none"> Purchase order number Defra contact details Contract number Qualitative description of the work completed Clearly itemise all costs and link these to the milestones achieved and signed off 	Invoices sent to Defra which contain inaccuracies and/or greater than ten (10) working days after the agreed deadline	Meets expectations – all invoices sent to Defra on time and accurately reflect agreed work
Delivery	KPI 2: Project Management	Milestones achieved by the dates specified in the Specification of Requirements	Defra will review the Company's progress against the milestones and confirm whether the milestones have been achieved in line with the dates specified	Milestones not achieved by the deadline	Milestones achieved by the deadline
Quality	KPI 3: Research Quality	Reports show that the research analysis undertaken has been rigorous, relevant and meets the Key Objectives set out in the Specification of Requirements	Defra will assess the quality and completeness of the reports against the Key Objectives set out in the Specification of Requirements	Reports are of a poor quality and/or contain errors and/or do not achieve all of the Key Objectives	Reports are of a high quality, error free and achieve all of the Key Objectives

Annex 2 – Travel & Subsistence Policy

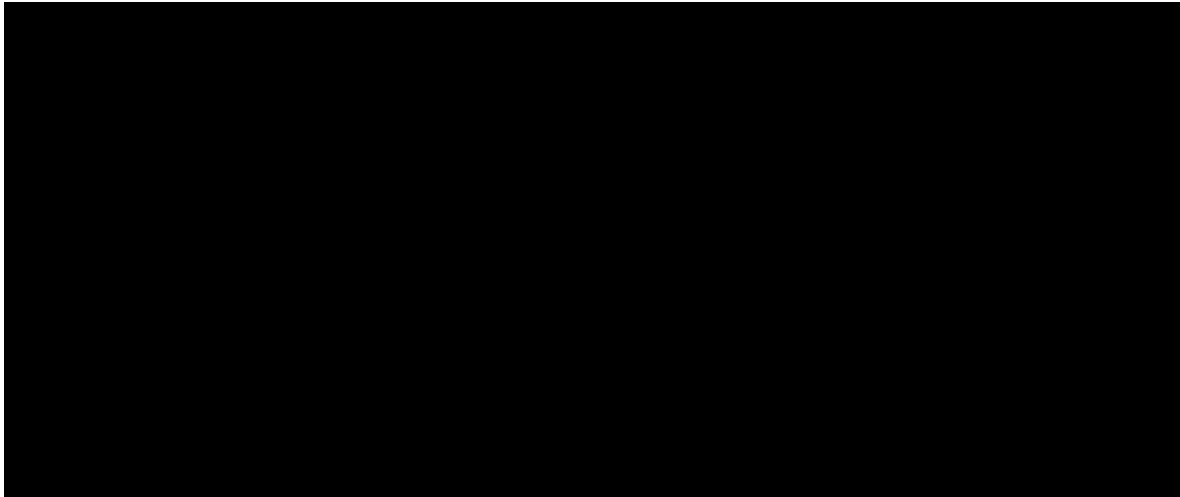
Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance



*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

