



Department
for Environment
Food & Rural Affairs

Order Form – Contract for Research and Development Services - Developing a Welfare Assessment Protocol for Kennelled Dogs

Contract Number - C26525

1. Purchase Number	Order	To be provided to the University of Bristol by [REDACTED], Contract Manager, within 10 working days of the Contract being signed.
2. Customer		The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown, 2 Marsham Street, London, SW1P 4DF
3. Contractor(s)		The University of Bristol, Beacon House, Queens Road, Clifton, Bristol, BS8 1QU, RC000648
4. Co-Funder(s)		Not Applicable
5. Defra Group Members		The following Defra Group members will receive the benefit of the Deliverables: <ul style="list-style-type: none">• Defra's Animal Health and Welfare Directorate
6. The Agreement		<p>This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ol style="list-style-type: none">this Order;the terms and conditions at Appendix 1Appendix 5; andthe remaining Appendices (if any) in equal order of precedence.
7. Deliverables		<p>Goods: None</p> <p>Services: As set out in Appendix 2 – Specification</p>
8. Milestone Delays (Clause 18.2.10)		N/A
9. Start Date		24 January 2025
10. Expiry Date		31 January 2029
11. Extension Period (Clause 5.2)		The agreement may be extended up to one month.
12. Charges		<p>The Charges for the Deliverables shall be £90,870.69 as set out Appendix 3 – Charges under Research Activities. £76,507.47 as set out in Appendix 3 – Charges under Studentship</p> <p>Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement.</p>
13. Payment including Payment by Co-funder(s)		<p>Payment will be made upon submission of a valid invoice. Invoices will be sent to the Customer's authorised representative at the address below:</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>

	<p>██████████ ██████████ ██████████ ██████████ ██</p> <p>The Buyer's preference is for all invoices to be sent electronically, quoting a valid Purchase Order (PO) Number.</p> <p>Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant. Non -compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact the Buyer's Authorised Representative.</p>		
14. Customer's Authorised Representative(s)	For general liaison your contact will continue to be ██████████ ████████████████████		
15. Contractor's Authorised Representative	For general liaison your contact will continue to be ██ ██ ████████████████████ ████████████████ ██		
16. Co-funder's Authorised Representative	Not Applicable		
17. Intellectual Property Rights ("IPR") Clauses	As set out in Clause 6 of Appendix 5 Studentship Agreement		
18. Contractor's general liability cap	The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions is limited to the greater of: (a) an amount equal to 150% of the Charges paid or payable to the Contractor; and (b) £669,512		
19. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Contractor shall attend project initiation meeting with the Customer The Contractor shall attend progress meetings with the Customer every Quarter 		
20. Address for notices	Customer: Defra group Commercial, Seacole Building, 2 Marsham Street, London SW1P 4DF Attention: ████████████████████ Email: ██	Contractor: University of Bristol, DREI, Beacon House, Queens Road, Bristol BS8 1QU Attention: ██ ██████████████████ Email: ██████████ ██████████████████████████████████████	
21. Key Personnel of the Contractor	Key Personnel Role: Contractor's Project Manager	Key Personnel Name: ██████████████████████████████████████	Contact Details: ██████████████████████████████████████

	Principal Investigator & Primary PhD Supervisor [REDACTED] [REDACTED] Secondary PhD Supervisor & Biostatistician [REDACTED] [REDACTED]
22. Procedures and Policies	<p>For the purposes of the Agreement:</p> <p>The Customers research open access policy can be found at: Research at Defra: open access policy for publications - GOV.UK (www.gov.uk)</p> <p>The Customers sustainability policy can be found at: Procurement at Defra - Department for Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)</p> <p>The Customers equality and diversity policy can be found at: Equality and diversity - Department for Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)</p>
23. Commercial Exploitation (Clause 11)	<p>Clause 11 (Commercial Exploitation) shall apply to this Agreement:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>
24. Special Terms	Appendix 5 – Studentship Agreement
25. Additional Insurance	Not Applicable
26. Further Protection Provisions Data	<p>The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>

Signed for and on behalf of Customer/Authority:

Signed for and on behalf of Contractor/University:

Appendix 1: R&D Terms and Conditions

The terms and conditions applicable to this requirement can be found at: [Defra Research and development terms and conditions](#)

Appendix 2: Specification/Description

A. Evidence

Objectives

The aim of this research is to develop bespoke validated Welfare Assessment Protocols for the purposes of both regular routine audits as well as less frequent, comprehensive audits of kennel facilities. The project will use an experimental approach to identify behavioural and physiological welfare indicators associated with different kennel environments, which can be used to assess the welfare of kennelled dogs. The protocols will be validated across a range of different establishments where dogs are housed in kennels, including working, boarding, rehoming and sporting dogs. This will allow individual establishments to assess and monitor the welfare of their own dogs, as well as benchmarking within and between different organisations.

Objective One: Evaluation of the need for a standard approach to welfare assessment in kennelled dogs and collaborative selection of candidate welfare measures [REDACTED]

[REDACTED]

Objective Two: Development of standard welfare assessments

[REDACTED]

Objective Three: Scientific validation of protocols against an intervention demonstrated to improve welfare in kennelled dogs

[REDACTED]

[REDACTED]

Approach and methodology

[REDACTED]

[REDACTED]	[REDACTED]
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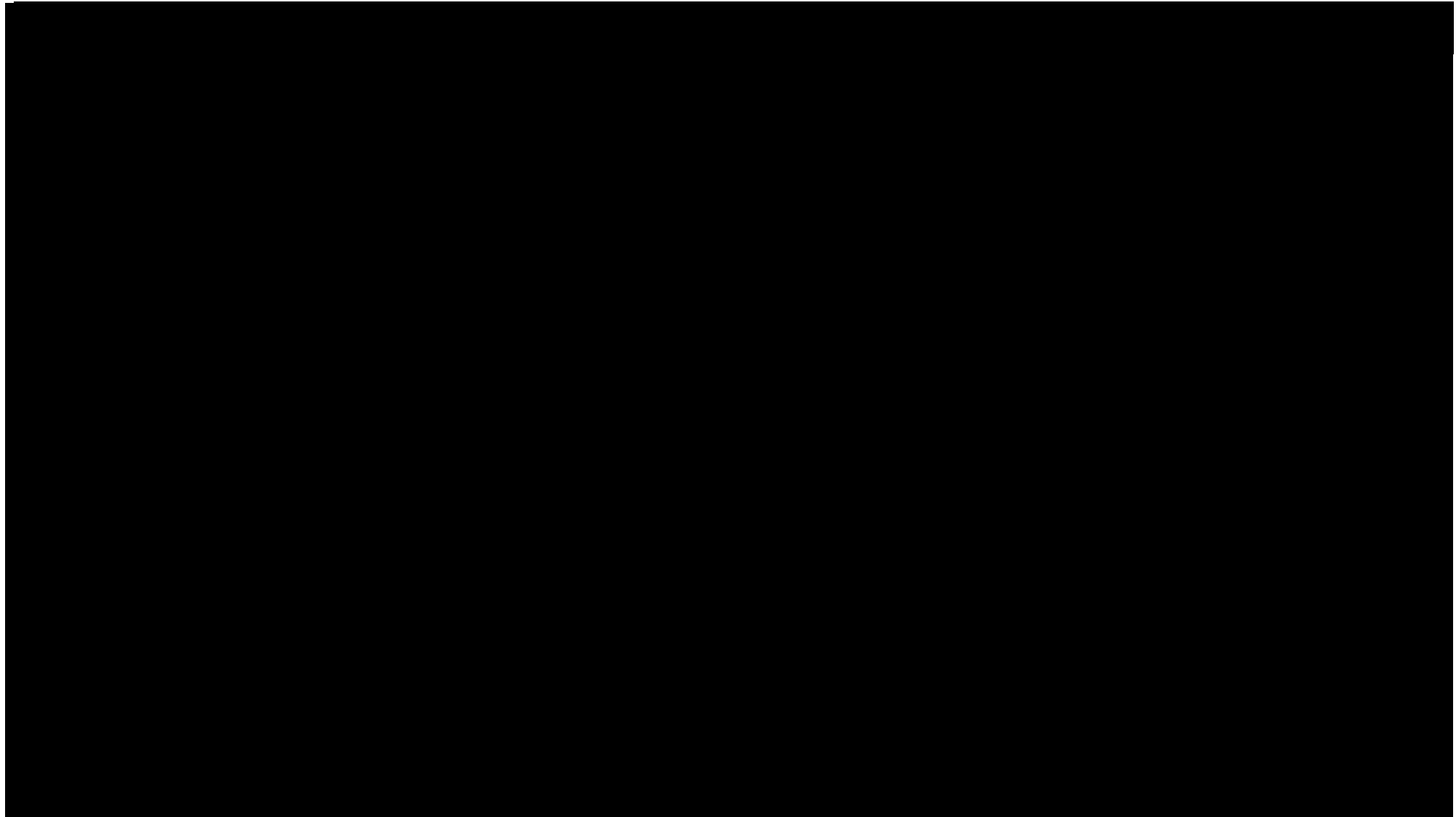
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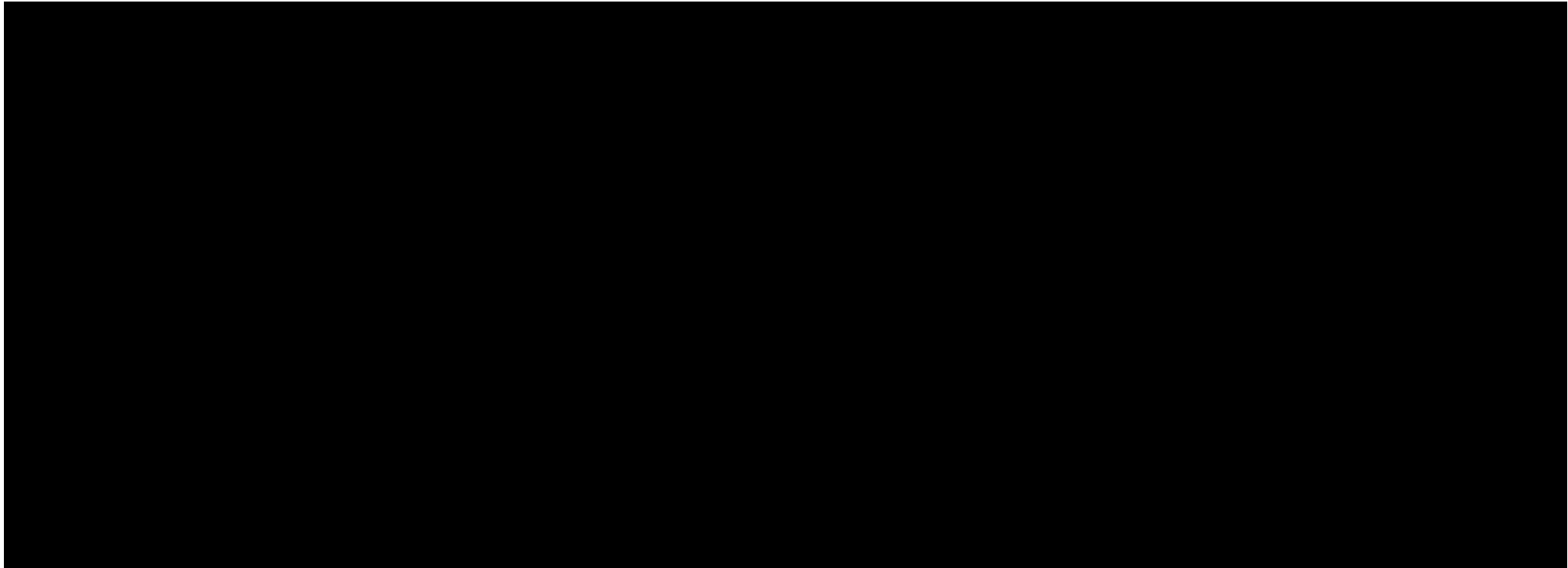
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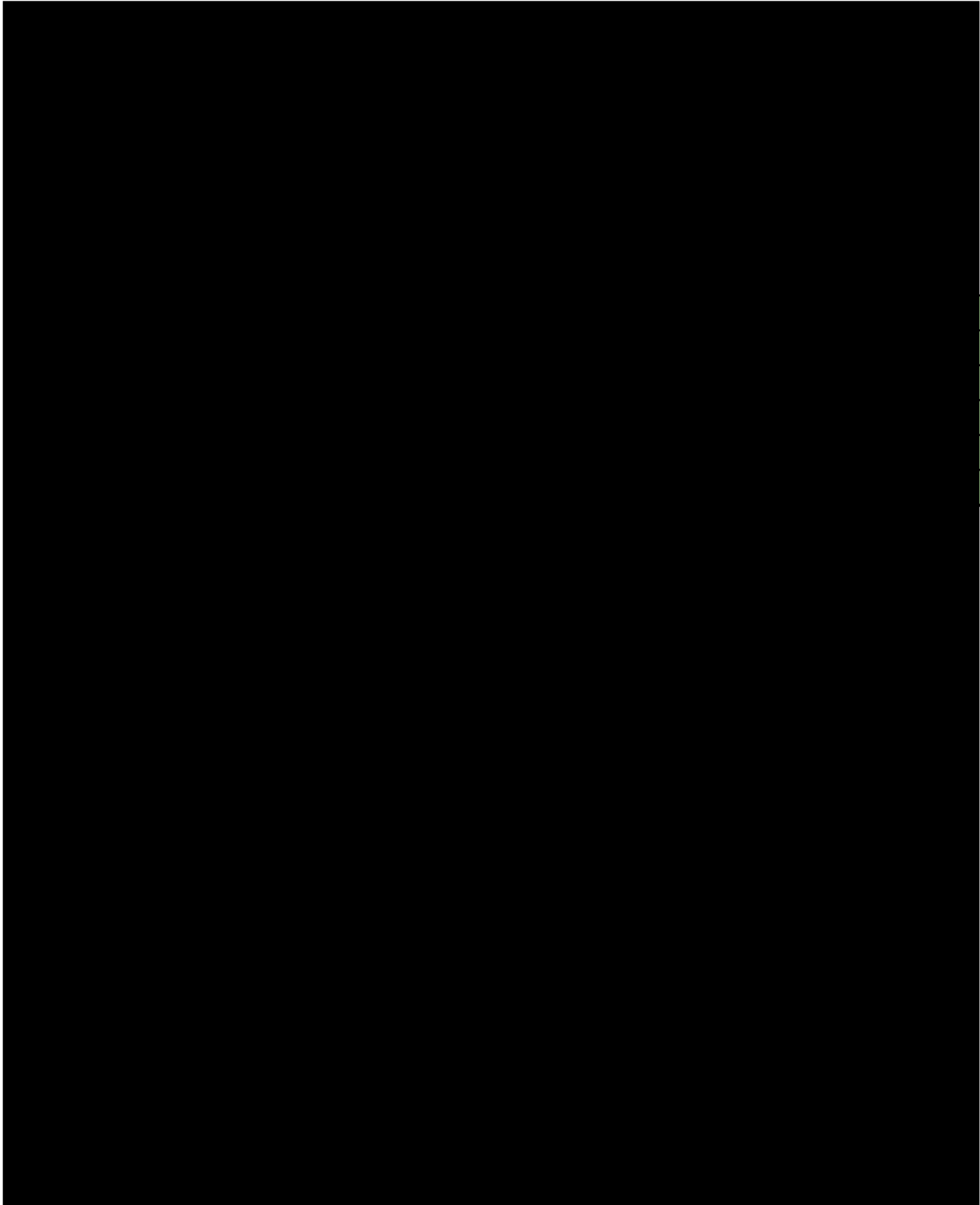
Annex B
Risks to Delivery and Contingency Plans





Appendix 3: Charges

1. The Authority will pay to the Contractor no more than the fixed sum of £167,378.16 (exclusive of VAT) made up of Studentship and Research activities as follows;



Appendix 4: Processing Personal Data

Authorised Processing Template

Agreement:	Developing a Welfare Assessment Protocol for Kennelled Dogs
Date:	24 January 2025
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor
Subject matter of the processing	Processing is needed in order to ensure that the Processor can effectively deliver the contract to develop welfare assessment protocols for kennelled dogs.
Duration of the processing	24 January 2025 – 31 January 2029
Nature and purposes of the processing	The nature of the processing includes collection, recording, organising, structuring, storage, adaptation or alteration for consultation purposes.
Type of Personal Data	Name, organisation address, email address, contact telephone numbers, role
Categories of Data Subject	[REDACTED] [REDACTED] [REDACTED]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The Contractor will destroy all personal data no later than one month after the end of the Contract.
Locations at which the Contractor and/or its sub-contractors process Personal Data under this Agreement	All personal data will be processed at University of Bristol.

Appendix 5: Studentship Funding Agreement

THIS AGREEMENT is made on 22nd January 2025

BETWEEN: -

- (1) **DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS, ACTING ON BEHALF OF THE CROWN**, Seacole Building, 2 Marsham Street, London SW1P 4DF ("DEFRA") ("**the Authority**"); and
- (2) **THE UNIVERSITY OF BRISTOL**, Beacon House, Queens Road, Clifton, Bristol BS8 1QU , **Company No. RC000649** ("**the University**")

TOGETHER: "THE PARTIES".

BACKGROUND

- (A) This Agreement sets out the terms under which the Parties will cooperate in a Studentship Placement entitled "Developing a Welfare Assessment Protocol for Kennelled Dogs" as detailed in Appendix 2.
- (B) This Agreement has been awarded by direct award.

IT IS AGREED as follows:

1. DEFINITIONS

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

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

"Authorised Officers" means:

- For the University: [REDACTED]
- For the Authority: [REDACTED]

Or such other persons as shall be nominated by each Party and notified to the other from time to time.

"Authority" Means The Dept for Environment, Food and Rural Affairs, DEFRA

"Agreement" means this agreement.

"Authority Designated Premises" Seacole Building, 2 Marsham Street, London SW1P 4DF

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

"Commencement Date"	means 24 January 2025 or, where no date is inserted, the date of this Agreement.
"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018 and the UK GDPR ;
"Contracting Authority"	means a contracting authority within the meaning of regulation 3 of the Public Contracts Regulations 2015 or section 2 of the Procurement Act 2023;
"Controller and Processor"	take the meaning given in the UK GDPR.
"Crown Body"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive, and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the University under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Data Loss Event. means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Impact Assessment"	means (i) the UK GDPR (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) (to the extent that it applies) the EU GDPR; and (iv) all applicable Law about the processing of personal data and privacy.
"Data Protection Legislation"	has the meaning given in the DPA 2018.
"Data Subject"	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.
"Data Subject Request"	means the Data Protection Act 2018.
"DPA 2018"	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner

“EIRs”	or any Central Government Body in relation to such Regulations.
“EU GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.
“Expiry Date”	means the date on which this Agreement expires, being 31 January 2029 ;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act.
"Funding Contributions"	means the funding contributions to be made by the Authority to the University in connection with this Agreement and as detailed at Schedule 2 .
“Foreground Intellectual Property Rights (Foreground IPRs)”	means any Intellectual Property Rights generated as a result of the Project;
"Intellectual Property Rights (“IPRs”)	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires.
“Personal Data Breach”	has the meaning given in the UK GDPR or the EU GDPR as the context requires.
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement.
“Project”	means the project described in Appendix 2;
“Project Outputs”	means the outputs produced in the Project as described in Appendix 2.

“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 such measures adopted by it.
"Student"	means the student nominated by the University for participation in the Project and accepted by the Authority, as referred to in Schedule 1;
“Studentship”	means the studentship undertaken by the student in respect of the Project covered by this Agreement.
“Sub-processor”	means any third party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“Term”	means the term of this Agreement, beginning on the Commencement Date and ending on the Expiry Date unless otherwise terminated or extended in accordance with the terms of this Agreement in accordance with Clause 11.
“UK GDPR	has the meaning as set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018.

- 1.2 Words imparting the singular number shall include the plural and vice versa, words imparting the masculine shall include the feminine and neuter and vice versa, and words imparting persons shall include corporate bodies, unincorporated associations and partnerships.
- 1.3 Headings to Clauses and paragraphs are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 A reference to any law includes a reference to that law as amended, extended, consolidated, or re-enacted from time to time and to any legislation or byelaw made under that law.

2. PROJECT SCOPE

- 2.1 The scope of the Project is as defined in Appendix 2.
- 2.2 Any modifications to the Project shall be subject to the prior written approval of the Authority and the University, acting by their Authorised Officers.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 The Parties agree to use reasonable endeavours to perform their obligations under this Agreement and carry out the Project diligently in accordance with Appendix 2

JOINT RESPONSILITIES

- 3.2 The University and the Authority agree to provide the Student with the necessary training, materials and support including but not limited to access to laboratories, computers and other equipment required for the

performance of the Project at their respective premises and further agree to work collaboratively to support the Student by providing:

3.2.1 Academic Supervisors who will be based at the University who will be responsible for overseeing the performance of the University's obligations under this Agreement.

3.3 The Parties agree to comply with applicable laws and standards including Data Protection Legislation, the FOIA and EIRs.

THE UNIVERSITY

3.4 The University shall use reasonable endeavours to ensure the student appointed to work on the Project has adequate knowledge, expertise, qualifications, and necessary ability to undertake the Project.

3.5 The University shall procure that the student and all other employees of the University who are at any time associated or engaged with or in the Project shall at all times:

3.5.1 act with reasonable care and diligence in relation to the Project; and

3.5.2 comply with all relevant and applicable laws and regulations, as well as such policies of the University and the Authority that are provided by the Parties or otherwise drawn to their attention.

3.6 If the Student and/or the Academic Supervisor are unwilling or cease to be available to work on the Project, the University shall notify the Authority in writing and use reasonable endeavours to find replacements that are acceptable to the Authority. In the event that a suitable replacement cannot be found, the Authority shall be entitled to terminate the Agreement in accordance with Clause 11.2.

3.7 The University shall provide the Authority with a copy of the Project Outputs and where applicable, a bound copy of any thesis prepared by the Student on the Project (**the "Thesis"**).

THE AUTHORITY

3.8 The Authority will pay Tuition, Student Stipend and Equipment cost to the University in respect of the Student on the basis set out in Schedule 2

4. STUDENT FAILURE TO MAKE SATISFACTORY PROGRESS/STUDENT SUSPENSION

4.1 In the event that the Authority is dissatisfied with the progress being made on the Project, or if any project deliverables as set out in Appendix 2 have not been met, both Parties shall use all reasonable endeavours to discuss the issues and agree a remedial course of action to enable the Studentship to continue. In the event that the Parties agree that successful completion of the Project is impossible and/or all remedial actions have not remedied the situation, the Parties may agree to terminate this Agreement in accordance with Clause 11.

4.2 Should the Student fail to sustain the Studentship for whatever reason through an extended period of absence (3 months or more), the Authority shall be entitled to suspend Funding Contributions otherwise due to the University under Clause 5 and the Authority and the University will investigate whether the Student is willing and able to recommence the Studentship. In the event that the Student is able to recommence the Studentship, Funding Contributions will be resumed effective from the date of resumption. In the event that the Student is unable to return to the Studentship, he/she will be deemed to have resigned from the Studentship and the Authority shall be entitled to terminate the Agreement under Clause 11.4.

5. FUNDING CONTRIBUTIONS

5.1 In consideration of the University performing its obligations under this Agreement, the Authority agrees to make the Funding Contributions to the University in respect of the Project, on the dates and in the amounts set out in Schedule 2.

5.2 Not Used.

6. INTELLECTUAL PROPERTY RIGHTS

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

7. NOT USED

8. PUBLICATION

- 8.1 In accordance with normal academic practice, all employees, students, agents or appointees of the University (including the Student and any others who work on the Project) may, following the procedures laid down in Clause 8.2, publish Foreground IPRs or discuss Foreground IPRs in internal seminars, and to give instructions within the University on questions related to such work.
- 8.2 Subject to any conditions imposed on publication by the Authority, all proposed publications (including, but not limited to, scientific publications, patent applications and non-confidential presentations and the Thesis, prior to submission by the Student) ("**Publications**"), shall be submitted in writing to the Authority and the University for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background IPRs of the reviewing Party, or an amendment to the publication through which Background IPRs which is commercially sensitive or constitutes Confidential Information is disguised to the satisfaction of the reviewing Party. The reviewing Party may also request the delay of the publication if in the reviewing Party's opinion the delay is necessary in order to seek patent or similar protection to Foreground IPRs owned by the reviewing Party. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection; and shall not exceed six (6) months from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no objection to the proposed publication.
- 8.3 The University agrees that any publication in a scientific/academic journal or otherwise:
- 8.3.1 shall give due acknowledgement to the financial and/or intellectual contribution of the Authority in accordance with standard scientific practice; and

8.3.2 complies with clause 8.5.

8.4 The Authority acknowledges that this Project entails the University carrying out its primary purpose of the advancement of education through teaching and research, and that accordingly, the Student may, subject to the provisions of Clause 8.1, use or publish the results of the Project for internal teaching, learning and research purposes.

8.5 Unless expressly agreed otherwise by the Authority prior to publication, any Publication whether in a scientific or academic journal or otherwise, will contain the following statement in a place that is clear that is visible:

“Although DEFRA has supported the research underlying the project on which this publication is based, it does not endorse any findings, opinions or assertions contained in this publication.”

8.6 Where the Student wishes to publish the result of the Project, the University will procure that the Publication contains the statement contained at clause 8.5 in a place that is clear and visible.

9. SUSTAINABILITY, EDI AND WHISTLEBLOWING

9.1 In the performance of this Agreement, each Party will act in accordance with:

9.1.1 its own sustainability policy, commitments, and strategy (as amended from time to time) and in a manner which is consistent with achieving the goals set out in the United Nations Sustainable Development Goals. Without limitation to the generality of the foregoing, the Parties will consider the direct and indirect impact of their activities in connection with the Project and the possible impacts and opportunities that result from any conclusions or recommendations that are made through the Project.

9.1.2 their Equality, Diversity and Inclusion (“EDI”) policies, strategies and commitments (as amended from time to time) and the public sector equality duty (as defined in the Equality Act 2010). This will include, without limitation:

- (a) not engaging in conduct that is prohibited by or under the Equality Act 2010.
- (b) advancing equality of opportunity between people who share a protected characteristic (as defined in the Equality Act) and those who do not; and
- (c) fostering good relations between people who share a protected characteristic and those who do not.

9.2 The University will procure that the Academic Supervisors and the Authority will procure that the Authority’s Representatives are aware of the mutual obligations of the Parties under Clause 9.1 and that the supervisor acts in a manner consistent with these provisions when performing their role.

9.3 Where reasonable adjustments to the Authority’s premises are required to accommodate the needs of a Student with a disability, the Parties will work together in a spirit of collaboration to agree the adjustments to be made and how any costs arising from adjustments will be met.

9.4 The University will have in place a Safeguarding policy and will provide a copy to the Student on request.

9.5 The Parties will at all times have in place a whistleblowing policy with clear guidance on how to access and report any concerns.

10. CONFLICTS OF INTEREST

10.1 The Parties must take action to ensure that neither they nor their staff (and in the University’s case, the Student) are placed in the position of an actual or potential conflict between the financial or personal duties

of the Party or their staff (or in the case of the University, the Student) and the duties that the Parties owe to each other under the Agreement.

- 10.2 A Party must promptly notify and provide details to the other Party if a conflict of interest happens or is expected to happen.

11. TERM AND TERMINATION

- 11.1 This Agreement shall begin on the Commencement Date and shall continue in force until the Expiry Date unless terminated or extended by mutual written agreement of the Parties, or otherwise terminated in accordance with this Clause 11.

- 11.2 Either Party shall be entitled to terminate this Agreement on three (3) month's written notice to the other in the event that:

(a) a suitable Student or Academic Supervisor, or where Clause 3.6 applies, suitable replacements, cannot be found.

- 11.3 Either Party may terminate the Agreement with immediate effect by notice if the other Party commits a material breach of the Agreement and:

(a) has not remedied the breach to the satisfaction of the Party complaining of the breach within thirty (30) working days or such other period as may be specified by the Party complaining, after issue of a notice specifying the nature of the breach and requesting it to be remedied; or

(b) if the breach is not, in the opinion of the Party complaining, capable of remedy.

- 11.4 The Authority shall in addition be entitled to terminate the Agreement on written notice with immediate effect, in the event that the Student resigns from the Studentship.

12. CONSEQUENCES OF TERMINATION

12.1 On the termination of this Agreement and subject to clause 12.5 the Authority will not be liable for any further Funding Contributions, Maintenance Fees, or expenses in relation to the Project.

- 12.2 Termination of this Agreement for any reason shall be without prejudice to the rights and obligations of the Parties accruing up to and including the date of termination and shall not affect the continuing rights and obligations of the Parties under in particular but not limited to Clauses 5, 6 and 8.

- 12.3 The University shall use reasonable endeavours to procure that any Student shall upon termination of this Agreement or immediately at the request of the Authority deliver up to the Authority all reports, correspondence, documents, specifications, papers, information in and property belonging to or concerning the Authority or any aspect of its or their business.

- 12.4 In the event that the Agreement is terminated before the Expiry Date, the University shall repay to the Authority the PhD tuition fee it has been paid in advance for the Project Outputs that it has not provided as at the date of termination and the sum of the Student stipend less the pro rata share which should have been paid to the student prior to the date of termination (calculated on the basis that maintenance is payable to the student quarterly in advance).

- 12.5 Subject to satisfactory evidence provided to the Authority, the University shall be entitled to submit a final claim within four (4) weeks of the Expiry Date or other termination date of this Agreement, for any costs reasonably and properly incurred on the Project. For the avoidance of doubt, the University may also claim costs that it is legally bound to pay after the Expiry Date or other termination date which have been properly incurred before the date on which it is notified, or received notification of, the termination of the Agreement, but such costs shall not include any redundancy payments or any other payments by way of compensation.

13. Not Used

14. DISPUTE RESOLUTION

- 14.1 All disputes under or in connection with this Agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Authority and the University.
- 14.2 The contract managers of each Party shall attempt in good faith to negotiate a settlement to any dispute between the Parties arising out of or in connection with the Agreement within 14 days of a written request from another Party. If the contract managers are unable to settle the dispute any Party may on notice to the other escalate the dispute to an appropriately senior representative of each Party
- 14.3 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 14.2 the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the 'Mediator') using the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure current at the time of the dispute, with the Mediator chosen by agreement between the Parties or nominated by CEDR if the Parties cannot agree on a mediator within one month. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings
- 14.4 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, any Party may exercise any remedy it has under applicable law and the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- determine the dispute
 - grant interim remedies
 - grant any other provisional or protective relief
- 14.1 The Parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of any mediator shall be borne by the Parties equally.

15. THIRD PARTY RIGHTS

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

16. STATUS OF AGREEMENT

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

17. Not Used

18. Not Used

19. Not Used

20. Not Used

21. VARIATION

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

22. ASSIGNMENT

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

SCHEDULE 1 – PROJECT SUMMARY

[REDACTED]

[REDACTED]

[REDACTED]

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

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