**SPECIAL TERMS FOR RESEARCH AND DEVELOPMENT**

These Special Terms are to be read in conjunction with the General Terms and the Service Order and govern the provision of research and development services by the Contractor to Natural England.

**1. CONTRACTORS OBLIGATIONS**

1.1 The Contractor shall:

1. commence the performance of the Services promptly after the commencement date of the Contract Period and in accordance with the Timetable;
2. in providing the Services, co-operate fully, and procure that its Staff co-operate fully with Natural England’s employees, agents and sub-contractors; and
3. in the event of the Contractor not being able to perform the Services, or any part thereof, immediately inform the Project Officer giving details of the circumstances, reasons and likely duration. Nothing in this clause 1.1(c) shall in any way alter, modify, relieve or in any other way vary the Contractor’s obligation to provide the Services.

**2. REPORTS AND CONFERENCES**

2.1 During the term of the Agreement, representatives of the Contractor will meet with the Project Officer, at times and places mutually agreed upon, to discuss the progress and results, as well as ongoing plans, or changes therein, of the Services to be performed. In addition, an annual report detailing the work of the project, and its expenditure will be submitted to Natural England not more than two months after the end of the financial year.

**3. PUBLICATIONS**

3.1 Natural England shall be entitled to publish, present or use the methods and results of the Services in any way that it deems appropriate.

3.2 If the Contractor wishes to use, present or publish the methods and results of the Services it shall provide Natural England with a copy of any intended publication for review and comment at least thirty days prior to its submission for publication and or release into the public domain, as the case may be, and Natural England shall have the right to approve or reject all such publications prior to their submission and/or release, such approval not to be unreasonably withheld. If such publication or release is permitted in accordance with this clause the Contractor shall acknowledge Natural England’s support in any such publications or presentations containing the results or methods of the Services.

**4. RESULTING INTELLECTUAL PROPERTY**

Not withstanding clause 7 of the General Terms:

4.1 For the avoidance of doubt all background information and know-how used in connection with the Services shall remain the property of the party introducing the same.

4.2 All rights to Resulting Intellectual Property under the Services shall belong to Natural England.

4.3 The Contractor shall do such further acts and execute such further deeds and documents as Natural England may request from time to time as may be necessary or desirable to ensure that all such rights in Resulting Intellectual Property fully and effectively vest in Natural England and to assist Natural England in applying for and obtaining registered protection for any such rights in the Resulting Intellectual Property.

4.4 The Contractor shall indemnify Natural England against all costs, expenses, losses and damages incurred or suffered by or awarded against Natural England arising from or incurred by reason of any action, claim, proceedings or suit alleging that the use by Natural England, or a licensee or customer of Natural England, of any Resulting Intellectual Property or part thereof created by any member of Staff whether jointly or individually, of the Contractor infringes or constitutes the unauthorised use or disclosure of any Intellectual Property Rights owned by or licensed to, any third party.

**5. CONTRACTOR STATUS**

5.1 In the performance of all Services hereunder the Contractor shall be deemed to be, and shall be, an independent contractor and nothing in the Agreement shall render it an employee, agent or partner of Natural England.