

# **Order Form – Contract for Research and Development Services**

# C26505 ANTHELMOGRAM: THE NEXT GENERATION DECISION MAKING TOOL FOR ANTHELMINTIC RESISTANCE MANAGEMENT IN EUROPE

1.	Purchase Order	To be provided to the Contractor , within 10					
	Number	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)	University Court of the University of Glasgow, incorporated under the Universities (Scotland)					
		Act 1889 and having its principal office at University Avenue, Glasgow, G12 8QQ, a registered					
		Scottish charity in terms of Section 13(2) of the Charities and Trustee Investment (Scotland)					
4	Co fundar(a)	ct 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') ot applicable					
4. 5.	Co-funder(s) Defra Group	The following Defra Group members will receive the benefit of the Deliverables:					
_	Members	Defra's Animal Health and Welfare Directorate					
6.	The Agreement	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 notwithstanding the dates of signature hereof.					
		Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.					
		The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):					
		a) this Order;					
		b) the terms and conditions at Appendix 1 (the "Terms and Conditions"); and					
		c) the remaining Appendices (if any) in equal order of precedence.					
7.	Deliverables	Goods: None					
		Services are set out in Appendix 2 Research Project Proposal					
		Date(s) of Delivery: 1 January 2025 – 31 December 2027					
8.	Milestone Delays	Not applicable					
	(Clause 18.2.10)						
9.	Start Date	1 January 2025					
	Expiry Date	31 December 2027					
11.	Extension Period	The agreement may be extended up to 1-year or modified by mutual written					
	(Clause 5.2)	agreement of the signatories or their replacements at any time. The Customer and					
		Contractor, led by the Customer, should seek agreement from International Funding Partners by written correspondence.					
12.	Charges	The Charges for the Deliverables are £566,430.64 as set out in Appendix 2 - Research Project Proposal. The Charges are fixed for the duration of the Agreement.					
13.	Payment including						
-	Payment by Co-						
	funder(s)						

14. Customer's Authorised Representative(s)	
15. Contractor's Authorised Representative	
16. Co-funder's Authorised Representative	Not applicable
17. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option <b>B</b> in respect of intellectual property rights provisions for the Agreement as set out in the Terms and Conditions.
18. Contractor's general liability cap	
19. Progress Meetings and Progress Reports	
20. Address for notices	
21. Key Personnel of the Contractor	Key Personnel       Contact Details:         Name:       Image: Ima

	Technician
22. Procedures and	For the purposes of the Agreement:
Policies	The Customer's research open access policy can be found at: <u>Research at Defra: open access</u> policy for publications - GOV.UK (www.gov.uk)
	The Customer's sustainability policy can be found at: <u>Procurement at Defra - Department for</u> Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)
	The Customer's equality and diversity policy can be found at: Equality and diversity - Department for Environment, Food & Rural Affairs - GOV.UK (www.gov.uk)
23. Commercial Exploitation (Clause 11)	Clause 11 (Commercial Exploitation) shall apply to this Agreement: Yes: □ No: ⊠
24. Special Terms	24.1- The following definitions shall apply to this Order:
	<ul> <li>"International Funding Partners means":</li> <li>French National Research Agency (ANR)</li> <li>Federal Public Service Health, Food Chain Safety and Environment (FPS Health)</li> <li>Ministry of Agriculture and Forestry, General Directorate of Agricultural</li> <li>Research and Policies (TAGEM)</li> <li>The Scientific and Technological Research Council of Turkey (TUBITAK)</li> </ul>
	"ICRAD Partners" means Le Centre INRAE Val De Loire, Ghent University, Kreavet, INVENesis France Sarl, and Afyon Nocatee University.
	<b>"ICRAD Project"</b> means the ICRAD research project entitled "Anthelmogram: the next generation decision making tool for anthelmintic resistance management in Europe"
	24.2- International Funding Partner Contact Details:
	<ul> <li>24.3- The Customer acknowledges that the Contractor may need to share the New IPR with the ICRAD Partners to fulfil its obligations under the Agreement and / or to permit the ICRAD Partners to perform the wider ICRAD Project. The Customer hereby: <ul> <li>24.3.1- consents to this and confirms that the licence granted to the Contractor pursuant to Clause 10.3 (Intellectual Property and Indemnity) in respect of New IPR includes a right to sub-license New IPR to the ICRAD Partners for the purpose of the ICRAD Project; and</li> <li>24.3.2- confirms that if the New IPR includes Confidential Information and / or Results, any disclosure of this to any of the ICRAD Partners is permitted notwithstanding the terms of Clause 13 (Confidentiality, transparency and publicity) of the Terms and Conditions</li> </ul> </li> </ul>
	<b>24.4-</b> The Customer further acknowledges that the Contractor may be required to use intellectual property rights in any materials created or developed by ICRAD Partners to fulfil its obligations under the Agreement and that such intellectual property rights in any such materials from ICRAD Partners satisfy the Customer's definition of Third Party IPR. For the purposes of these conditions such Third Party IPR is hereafter referred to as " <b>ICRAD Partner specific Third Party IPR</b> ". The Customer hereby:
	<ul> <li>24.4.1- consents to this and hereby waives its requirements under Clause 10.9 of the Terms and Conditions to obtain a licence to ICRAD Partner specific Third Party IPR.</li> <li>24.5- The Customer acknowledges that the ICRAD call announcement made specific mention of a requirement for funded parties to disseminate and publish results and generate Impact (as the term is described in the ICRAD call announcement) and accordingly hereby confirms that the Contractor may undertake the following activities (and waives its requirements under Clause 13.5 of the Terms and Conditions for prior consent in each case) for the following activities of the Contractor: use, disclose or permit any person or organisation to use or disclose the Results for any thesis, degree, research or other educational purpose or make the Results generally available (including in scientific journals where reasonably appropriate). The Contractor shall still be required, within 10 days of publication, to supply the Customer free of charge with a reasonable number of electronic copies of any publication.</li> </ul>

	<b>24.6-</b> The following clauses shall be added to Clause 14 as Clauses 14.5 to 14.7:
	14.5 Each Party acknowledges that the Contractor is subject to the requirements of the Freedom of Information (Scotland) Act 2002 ("FOIA Scotland") and the Environmental Information (Scotland) Regulations 2004 ("EIR Scotland") and shall:
	<ul> <li>provide all necessary assistance and cooperation as reasonably requested by the Contractor to enable the Contractor to comply with its obligations under the FOIA Scotland and the EIR Scotland</li> </ul>
	<ul> <li>transfer to the Contractor relevant Requests for Information for the attention of the Contractor relating to the Agreement that it receives as soon as practicable and in any event within 5 Working Days of receipt</li> </ul>
	<ul> <li>provide the Contractor with a copy of all information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Contractor requires within 5 Working Days (or such other period as the Contractor may reasonably specify) of the Contractor's request for such information</li> <li>not respond directly to a Request for Information unless authorised in writing to do so by the Contractor provided the Request for Information is addressed to the Contractor</li> </ul>
	14.6 Each Party acknowledges that the Contractor may be required under FOIA Scotland and EIR Scotland to disclose information concerning the Customer, any Co-funders or the Deliverables (including commercially sensitive information) without consulting or obtaining consent from the other Parties. In these circumstances the Contractor shall, in accordance with any relevant guidance issued under the FOIA Scotland or EIR Scotland(or both), take reasonable steps, where appropriate, to give the other Parties advance notice, or failing that, to draw the disclosure to the other Parties' attention after any such disclosure.
	14.7 Notwithstanding any other provision in the Agreement, the Contractor shall be responsible for determining in its absolute discretion whether any information relating to the Customer, any Co-funders or the Deliverables is exempt from disclosure in accordance with the FOIA Scotland or the EIR Scotland (or both).
25. Additional Insurance	Not applicable.
26. Further Data Protection Provisions	The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below: Yes: □
11041310113	No:⊠

# Appendix 1: R&D Terms and Conditions

The terms and conditions applicable to this requirement can be found at: <u>Defra Research and</u> <u>development terms and conditions</u>

# Ś Appendix 2. Research Project Proposal Form (EVID 2) Department for Environment Food & Rural Affairs

		I	l	
			_	
		l		



Ε	VID2	)

—— I
/
— I
/
_

┛
Ī

 $\times$ 



				_
-		I	I	
	_	-	-	



|--|

1	



