

(1) ANIMAL AND PLANT HEALTH AGENCY

(2) THE UNIVERSITY OF SURREY

Studentship Agreement

Agreement No: C26683

STUDENTSHIP FUNDING AGREEMENT

THIS AGREEMENT is made on 17 September 2024

BETWEEN: -

- (1) **THE ANIMAL AND PLANT HEALTH AGENCY (“APHA”)** an executive agency acting on behalf of the Secretary of State for Environment Food and Rural Affairs, whose registered office is situated at **Woodham Lane, Addlestone, KT15 3NB (“the Authority”)**; and
- (2) **THE UNIVERSITY OF SURREY**, whose registered office is situated at **Stag Hill, University Campus, Guildford, GU2 7XH (“the University”)**

TOGETHER: “THE PARTIES”.

BACKGROUND

- (A) This Agreement sets out the terms under which the Parties will cooperate in a Studentship Placement entitled *‘Understanding the risk and preparing for arbovirus incursions in the UK’* as described in Schedule 1 (**“Project Scope”**).
- (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 APHA

“Agreement”	means this agreement.
“Authority Supervisor”	means the Authority representative appointed as the student’s supervisor, as detailed in Schedule 1;
“Authority Designated Premises”	Woodham Lane, Addlestone, KT15 3NB
“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 08 January 2024 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.
“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 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 Subject”	has the meaning given in the DPA 2018.
“Data Subject Request”	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.
“DPA 2018”	means the Data Protection Act 2018.
“EIRs”	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations.
“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 March 2027;

“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 including but not limited to Intellectual Property Rights in the Project Outputs described in Schedule 1;
"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;
"Maintenance Fees"	means any maintenance fees payable by the Authority in accordance with Schedule 2;
"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 Schedule 1;
“Project Outputs”	means the outputs produced in the Project as described in Schedule 1.
“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 Schedule 1.
- 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 Schedule 1.

JOINT RESPONSIBILITIES

- 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 and, working with the Authority Supervisors, will be jointly responsible for supervising the Student's activities under it.

3.2.2 Authority Supervisors who will be based at the Authority who will be responsible for overseeing the performance of the Authority's obligations under this Agreement and, working with the Academic Supervisors, will be jointly responsible for supervising the Student's activities under it.

- 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 shall keep the University informed of the progress of the Project, via the Academic Supervisor and the Student, at meetings held at intervals of not more than six (6) months, or as otherwise agreed by the University and the Authority. At the reasonable request of the Authority, the University, through the Academic Supervisor and the Student, shall supplement information provided in the meetings with written reports. The cost of attending such meetings shall be borne by each Party.

3.9 The Authority may allow the Student to attend the Authority Designated Premises in order to undertake the Project for a minimum of six (6) months. The periods of such attendance will be scheduled by mutual agreement subject to the Student agreeing to comply with all works, rules and safety and other regulations communicated to them by the Authority and which the Authority may reasonably prescribe during those periods. For the avoidance of doubt, the Student will not be an employee of the Authority during such periods and the Authority will not require the Student to sign any contract or other such legally binding agreement.

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 milestones as set out in Schedule 1 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 (1 month 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 to this Agreement.
- 5.2 The Authority shall, if agreed in advance with the Student, reimburse the amount of expenses reasonably and properly incurred by the Student in the performance of their studies during the course of the Project, such as, but not limited to, travel costs on official business to or from locations other than the Authority Designated Premises. For the avoidance of doubt, the Authority will not reimburse the Student's travel expenses to or from either the Authority Designated Premises or the University. Expenses will be paid to the Student by the Authority either at cost or at the Authority rates subject to production of evidence of such expenses as the Authority may reasonably require.
- 5.3 For the avoidance of doubt, the Authority will pay the agreed Funding Contributions direct to the University. The Authority is not responsible for paying the Student stipend or any other associated University fees direct to the Student.

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 IPRs which they create during the continuance of this Agreement and pertaining to its subject matter whether or not such IPRs are capable of being protected by letters patent or other similar protection.
- 6.3 Each Party will own any IPRs in items created/invented solely by its own employees whereas 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 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 IPRs.

- 6.5 Before any registration or commercialisation of any jointly owned 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 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. CONFIDENTIALITY

- 7.1 Except to the extent set out in this Clause 7 or where disclosure or publication is expressly permitted elsewhere in the Agreement each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Agreement.
- 7.2 The University hereby gives its consent for the Authority to publish the whole Agreement (subject to redaction of any Confidential Information belonging to the University or to the Authority) including from time-to-time agreed changes to the Agreement, to the general public.
- 7.3 The University may only disclose the Authority's Confidential Information to the Students, its employees and third parties who need to know the Confidential Information and who are directly involved in the funding, delivery and execution of the Project and shall procure that they are aware of and shall comply with the obligations in this Clause 7 as to confidentiality in terms that are legally binding.
- 7.4 Clause 7.1 shall not apply to the extent that:
 - (a) the disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR or pursuant to a regulation or in accordance with an order or direction of a court.
 - (b) the information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner.
 - (c) the information was obtained from a third Party without obligation of confidentiality.
 - (d) the information was already in the public domain at the time of disclosure otherwise than by a breach of the Agreement; or
 - (e) the information is independently developed without access to the other Party's Confidential Information.

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

- (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 the University hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third Party which is not part of any government department or any Contracting Authority; and
- (d) to any consultant, contractor or other person engaged by the Authority,

provided that in disclosing information under Clauses 7.5 (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.

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

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 APHA 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. SUSTAINABILTY, 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 Supervisor and the Authority will procure that the Authority Supervisor 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 one (1) month's written notice to the other in the event that:

- (a) the Authority' withdraws or materially reduces its financial or other support for the Project; or
- (b) 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 Clauses 5, 6, 7, 8 and 13.

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 all the Funding Contributions it has been paid in advance for the Project Outputs that it has not provided as at the date of termination.

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. LIABILITY AND INDEMNITY

13.1 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 liability as a result of a breach of clause 3.3.
- (e) Any liability to the extent it cannot be limited or excluded by law.

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

13.3 The University shall indemnify the Authority against any and all costs, expenses, loss, damage and claims arising as a direct result of any breach of the obligations of the University (whether or not a material breach) or any other default, act, omission, negligence or statement of its employees, appointees and Students.

13.4 Subject to Clause 13.1, the liability of each Party under this Agreement shall not exceed four times the value of the Funding Contributions paid by the Authority to the University as detailed in Schedule 2, save in respect of any liability to the other Party as a result of a breach of clause 3.3.

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 If the Parties' negotiators are unable to resolve the dispute within a period of forty-five days from its being referred to them, the dispute shall be referred at the instance of either Party to the Parties' respective senior managers or directors (supported as necessary by their advisers).

14.3 If the Parties' respective senior managers or directors are unable to resolve the dispute within forty-five days the dispute shall be referred to the Centre for Effective Dispute Resolution who shall appoint a mediator and the Parties shall then submit to the mediator's supervision of the resolution of the dispute.

14.4 Recourse to this dispute resolution procedure shall be binding on the Parties as to submission to the mediation but not as to its outcome. Accordingly, all negotiations connected with the mediation of the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for any Party's right to seek interlocutory relief in the courts, no Party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty-five days after the appointment of the mediator.

14.5 If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the Parties, shall remain binding on the Parties.

- 14.6 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.
- 14.7 Any of the time limits in this condition may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either Party to proceed to the next stage of resolution.

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. NOTICES

Any or other communications under or in connection with this Agreement shall be in writing and notice shall be delivered personally or sent by pre-paid registered or recorded delivery post or email to the Party intended to receive the notice at the address set out in this Agreement or such other address as the Parties may notify in writing. Any notice or other communications shall be deemed to have been served if delivered personally, when left at the Party's address, if sent by post, 48 hours after posting it, if sent by email, 24 hours after the email unless an error message is received provided that a copy of the notice of communication is also put into the post within 24 hours following despatch of the initial version.

18. BRIBERY AND CORRUPTION

The Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.

19. SEVERABILITY

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

and enforceable provision which so far as possible results in the same economic effects.

20. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes any and all previous understandings written, oral and implied with respect to the subject matter of this Agreement.

21. VARIATION

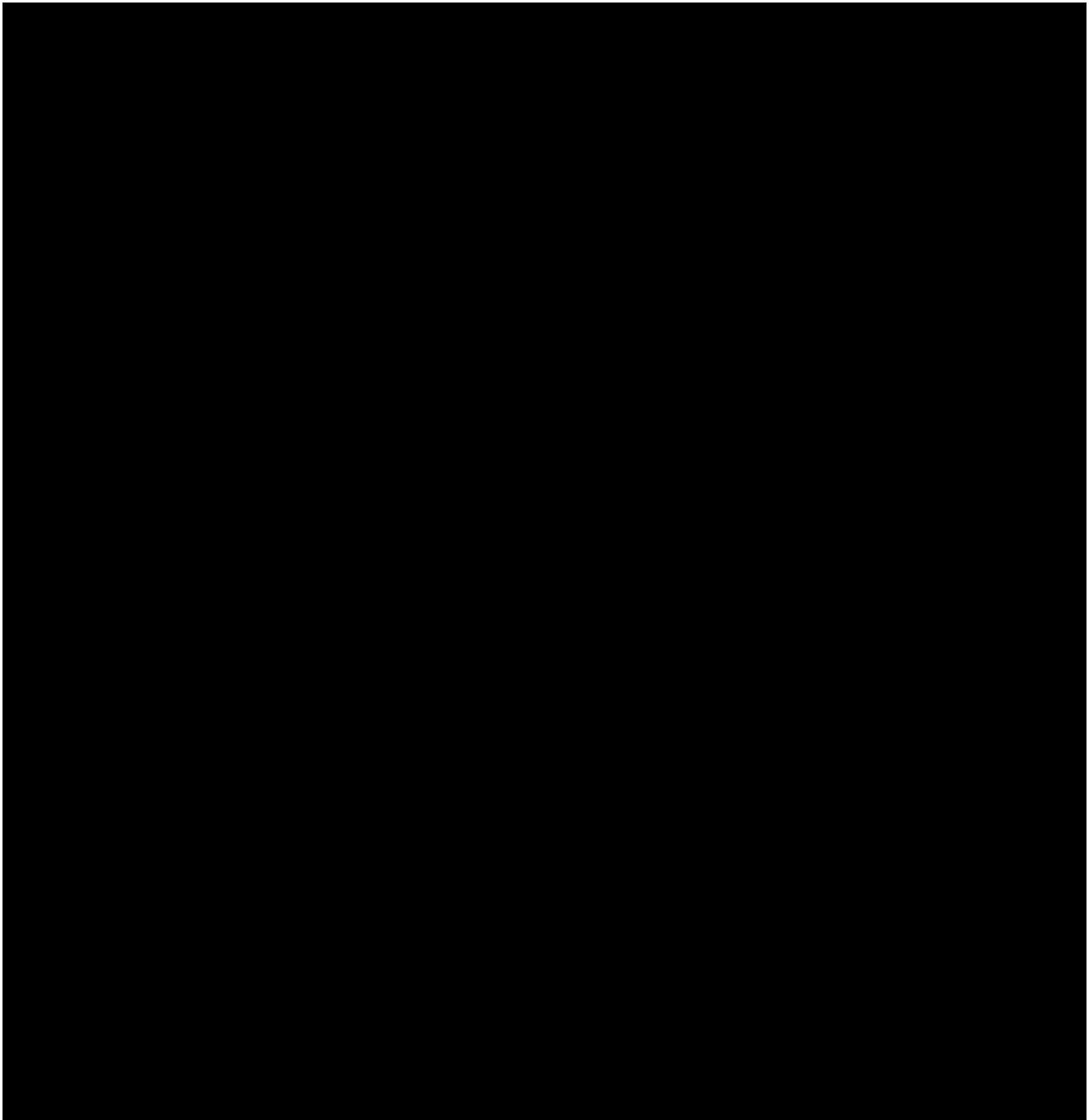
All variations or modifications to this Agreement will only be binding if recorded in writing and signed by the Authorised Officers of the Parties.

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.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects according to the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts in all matters relating to this Agreement.



SCHEDULES

SCHEDULE 1 – PROJECT SCOPE

PROJECT TITLE: Understanding the risk and preparing for arbovirus incursions in the UK

Background: Arthropod-borne viruses (arboviruses) are the cause of some of the greatest burdens to human and animal health worldwide. Two examples of these viruses Tembusu (TMUV) and Wesselsbron (WSLV) viruses cause serious diseases to livestock, they are zoonotic, and they have similar transmission cycles to West Nile Virus. The PhD will assess the following hypothesis “*Are UK and invasive mosquitos’ species competent vectors for re-emerging?*”.

Objectives:

1. Characterization of arbovirus strains using WGS and establishment molecular methods of viral detection;
2. Use insect models to investigate the vector competence of mosquito species for their ability to become infected and transmit emerging viruses of concern;
3. To investigate vertical transmission of viruses in invasive and UK mosquito species models; and
4. To use modelling to investigate the likelihood of each arbovirus arriving in the UK and being maintained within the mosquitoes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 2 – FUNDING CONTRIBUTIONS, MAINTENANCE FEES AND PAYMENT SCHEDULE

The Authority agrees to pay the University the Fixed Price of £45,436.00 in accordance with the stage payment scheme detailed below.

Set out the staged payments and any associated milestones.

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		Total:		£45,436.00

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

SCHEDULE 3 – Not used

SCHEDULE 4 – Not used