

Agriculture and Horticulture Development Board

and

Academic Institution

Studentship Funding Agreement

Research Project

Subject – in brief

AHDB reference: ...

AHDB
Stoneleigh Park
Kenilworth
Warwickshire
CV8 2TL

T 024 7669 2051
E info@ahdb.org.uk
W ahdb.org.uk

FORM OF AGREEMENT

THIS AGREEMENT IS MADE ON, 20....

BETWEEN:

Agriculture and Horticulture Development Board, of Middlemarch Business Park,
Siskin Parkway East, Coventry, CV3 4PE AHDB');

AND

Academic Institution, of ... (the 'Academic Institution')

AHDB and the Academic Institution are the Parties to this Agreement

WHEREAS:

The Parties wish to enter into this Agreement in order to govern the funding and conduct of a post-graduate Studentship relating to an Industry, to enable a Student to carry out a research Project and to submit a thesis for examination for a higher degree in furtherance of the Student's career.

IT IS HEREBY AGREED:

1 In this Agreement the following expressions shall have the following meanings:

<i>Expression</i>	<i>Meaning</i>
Academic Supervisor	the person named as such in Schedule 3;
Agreement	this agreement including its schedules;
AHDB Data	has the meaning given to it in Schedule 5;
AHDB Supervisor	the person named as such in Schedule 3;
Arising Intellectual Property	any Intellectual Property conceived, devised, developed, made, found, generated, invented, produced or otherwise obtained in the course of the Project;
Background Intellectual Property	any Intellectual Property, other than Arising Intellectual Property, used in or disclosed in connection with the performance of the Project;
Confidential Information	all documentation, software, knowledge, information and material, including notes and reports incorporating such information, whether of a technical, commercial, operational or financial nature or otherwise relating in any manner to the business affairs of a Party (in whatever form and including,

without limitation, business plans, research and development material, marketing strategies, specifications, processes, designs, drawings, initiatives and inventions) disclosed directly or indirectly by one Party to the other Party or available or apparent to that other Party in the course of the Agreement (however it is conveyed and on whatever media it is stored) including all personal data and sensitive data within the meaning of the Data Protection Legislation.

Confidential Information does not include information which:

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

Data Protection
Legislation(DPL)

the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive) and/or the General Data Protection Regulation (EU) 2016/679 (GDPR) and/or any corresponding or equivalent national laws or regulations, including any amendment or update thereof and/or any new or updated laws and regulations relating to data protection including any judicial or administrative interpretation thereof and any guidance, guidelines, recommendations, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner, any replacement body or other relevant government department or supervisory authority in relation to such legislation from time to time;

FOIA

in relation to England and Wales, the Freedom of Information Act 2000 together with any legislation subordinate thereto, and similar legislation in and in relation to this and other jurisdictions;

Industry

the beef and sheep industry in England; the cereal industry in the United Kingdom; the horticulture industry in Great Britain; the milk industry in Great Britain; the oilseed industry in the United Kingdom; the pig industry in England or the potato industry in Great Britain, in each case as defined in the Agriculture and Horticulture Development Board Order 2008;

Industry Representative	the person named as such in Schedule 3;
Intellectual Property	any and all intellectual property and Intellectual Property Rights anywhere in the world;
Intellectual Property Right	any patent, copyright, design right, registered design, trademark or service mark, trade name, Know-How, patentable invention for the purposes of the Patents Act 1977, database right for the purposes of the Copyright and Rights in Databases Regulations 1997, domain name or technical information and any application for any of the foregoing and any similar rights in any jurisdiction, and any such unregistered property;
Interested Person	each of the Student and the Academic Institution;
Know-how	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);
Materials	includes but is not limited to any and all materials and things (including documents and information and any constructs, strains, derivatives, portions, progeny, biological material or improvements) that a Party may provide for the purposes of the Project under or in connection with this Agreement;
Milestones	A specific reporting activity as detailed in Schedule 2, that needs to be completed by a specified date.
Project	the research project described in Schedule 1 as it may be amended;
Research Council	the Biotechnology and Biological Sciences Research Council or any other of the principal Research Councils of the United Kingdom;
Results	any Intellectual Property Right created by the Student or by agents, employees, students or sub-contractors of the Academic Institution as a result of the Project including associated information and any representation thereof;
Student	the research student appointed to undertake the Project under the supervision of a Supervisor and named as such in Schedule 3;

Studentship	the research studentship which is the subject of this Agreement;
Supervisor	the Academic Supervisor and the AHDB Supervisor, as appropriate; (‘supervise’ includes ‘co-supervise’)
Thesis	the thesis of the Student based upon the Project.

1.1 References to:

- one gender include all genders;
- the singular include the plural and vice versa;
- Clauses are to clauses of this Form of Agreement and to paragraphs are to paragraphs in the referring Schedule unless otherwise indicated.

2 The Project shall commence on, 20.... and terminate on, 20....

3 The Academic Institution agrees to undertake the Project in accordance with this Agreement.

4 Subject to the Academic Institution’s compliance with this Agreement including full compliance with fulfilling the Milestones, AHDB agrees to make the payments (if applicable), as agreed, and as set out in Schedule 2 - Funding.

5 In the case that this Project is funded by grants from AHDB and any other source, and in the event of inconsistency between the terms and conditions underlying the grants, insofar as is reasonable taking into consideration any consequential burden upon any Interested Person and unless otherwise agreed, the terms and conditions applicable to this Studentship shall be those of this Agreement.

5.1 Notwithstanding the above, if the Project is the subject of a Collaborative Doctoral (‘CDA’, ‘CASE’ or similar) Award, the rules generally applicable to such awards shall have precedence insofar as they may conflict with the terms of this Agreement. See also Schedule 4.

5.2 The grant relating to this Studentship shall be separately identified and payments thereof shall be made in accordance with this Agreement.

6 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

7 This Agreement may be executed in counterpart and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

8 Interested Persons

8.1 The Student is named in Schedule 3.

8.1.1 Selection of the Student shall be made by the Academic Institution, although AHDB shall have the right but shall not be obliged to participate in such selection.

- 8.1.2 The Academic Institution shall ensure that AHDB is provided with contact details for the Student, which shall be kept updated.
- 8.1.3 The Academic Institution shall ensure that the Student registers for an appropriate higher degree with the Academic Institution and that he complies with the relevant regulations of the Academic Institution.
- 8.2 This Agreement depends on the Academic Institution entering into, facilitating and enforcing appropriate agreements with the Student and other persons.
- 8.2.1 Insofar as this Agreement includes any obligation, restriction or prohibition upon or requires the agreement of any such person, the Academic Institution shall appropriately impose and enforce such obligation, restriction, prohibition and requirement and AHDB shall reasonably co-operate with the Academic Institution in relation to such arrangements.
- 8.2.2 The Academic Institution shall inform AHDB promptly if a failure in whole or in part of any such arrangement or otherwise is likely to compromise the proper completion of the Project, and shall in any event except as a consequence of force majeure be responsible and liable to AHDB for such completion.
- 9 The Project
- 9.1 The Project comprises the research work which is to be undertaken by the Student and is described in Schedule 1 including any amendments agreed by the Parties in writing having reasonably taken into consideration the interests of the Student.
- 9.2 The Student and the Supervisors shall monitor the progress and scope of the Project and propose appropriate amendments to the Parties.
- 9.2.1 There shall be an annual discussion and facilitation meeting between the Student and the Supervisors, which may result in amendment of the Project.
- 9.2.2 If an Industry Representative is identified in Schedule 3, the Supervisors shall liaise with him in accordance with instructions reasonably provided by AHDB.
- 9.3 The Academic Supervisor shall have primary responsibility for the management of the Project.
- 9.4 The Project may be undertaken under appropriate supervision in any premises agreed by the Supervisors and, if the Project includes any period of placement with AHDB:
- 9.4.1 AHDB will allow the Student to attend its offices or agreed events and facilitate other necessary arrangements for the purposes of the Project and may impose reasonable restrictions on the Student and may require the Student to sign a confidentiality agreement which does not conflict with the terms of this Agreement.
- 9.4.2 AHDB agrees that it will take into consideration the Student's needs in relation to the Thesis in relation to activities performed by him during such placement and attendance.

- 9.4.3 The Academic Institution shall ensure the Student undertakes to comply with all such requirements and restrictions communicated to the Student by AHDB as it may reasonably prescribe during such periods.
- 9.4.4 For the avoidance of doubt, during such periods the Student will not be an employee of AHDB and AHDB will not require the Student to sign any contract of employment or similar agreement.
- 9.4.5 Notwithstanding any other provision in this Agreement, nothing in this Agreement shall prevent AHDB from carrying on its normal business in accordance with its statutory functions.
- 9.5 The Academic Institution will use its reasonable endeavours to ensure the provision of adequate facilities and any requisite materials, equipment and personnel; and to enable the Project to be carried out diligently within the scope allowed by the funding provided by AHDB and any other funders.
- 9.5.1 Although the Academic Institution will use its reasonable endeavours to facilitate and ensure the performance of the research described in Schedule 1, the Academic Institution does not undertake that the work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed.
- 9.6 The Academic Institution shall ensure that the research:
- 9.6.1 is performed with reasonable care and skill, in accordance with appropriate professional practices and standards including the Joint Code of Practice for Research¹; and
- 9.6.2 conforms with all laws applicable to research activities including in relation to health, safety and environmental standards.
- 9.7 The Academic Institution undertakes that it shall at all times during the duration of this Agreement and at its own expense:
- 9.7.1 maintain all licences and consents necessary for the performance of its and the Student's obligations under the Agreement save where such are agreed to be maintained by AHDB;
- 9.7.2 adopt safe working practices and at the proper time supply and install within the agreed price such guards and safety devices as may be necessary to comply with the provisions of all health and safety laws and shall not in the performance of the Agreement in any manner endanger the safety of or unlawfully or unreasonably interfere with the convenience of any other person, including employees and contractors of AHDB;
- 9.7.3 notify AHDB as soon as it becomes aware of any breach of laws or any health and safety hazard or issue which arises in relation to the research (which notification shall not release any person from any liability and obligations in respect of such breach, hazard or issue nor make AHDB liable therefor); and

¹ <http://www.defra.gov.uk/publications/files/pb13725-research-code-practice.pdf>

- 9.7.4 co-operate with AHDB in all matters relating to the Project.
- 9.8 The Academic Institution shall keep AHDB informed of the progress of the Project at intervals of not more than six months, which shall on request be in writing.
- 9.9 The Academic Institution shall afford AHDB reasonable access to the Project work, including all data and analyses thereof, methodology, observations, hypotheses, conclusions, results, documents and records (including electronic documents and other files).
- 9.9.1 The Academic Institution shall promptly provide AHDB on request with a copy of any part of such work, including any such data or document or record.
- 9.9.2 The Academic Institution shall securely keep and retain the Project work including all documents and materials produced in relation to the Project for not less than 3 years after the termination of the Project and shall retain the Results for not less than 5 years after the final payment by AHDB in relation to the Project. The Academic Institution shall agree to any reasonable request by AHDB to retain specific items relating to the Project for a longer period.
- 9.10 A final report shall include:
- indications of possible industry applications arising from the completed Project and appropriate knowledge transfer actions;
 - a document in electronic form putting the research into an applied context and suitable for provision to a reasonably knowledgeable farming audience.
- 9.11 The Academic Institution will notify AHDB in advance of any proposal or intention to introduce and use (a) materials, data, information or things similar to the Materials or (b) Materials into the Project where the Intellectual Property Rights are owned by the Academic Institution or a third party. Any such use must be agreed in writing in advance and may be subject to restrictions which are reasonably necessary in the opinion of AHDB.
- 9.12 The Academic Institution shall inform AHDB of any use of the Student's time on activity outside the agreed limits of the Project and AHDB may reduce its payments proportionately.
- 10 Materials
- 10.1 The Parties agree that any Materials transferred for the purposes of the Project are supplied specifically in support of the Project and insofar as is appropriate of the Studentship and that the following terms shall apply to any such transfer:
- 10.1.1 Materials shall be used only in relation to the Project and in the laboratories of the transferee or other locations selected by the transferee.
- 10.1.2 The transferee undertakes that any Materials provided will be used only by the relevant Supervisor, the Student and such persons under the direct supervision of the relevant Supervisor as are required to perform the Project. The Materials will not be provided to any other scientist, institution (public or private) or other person without prior written permission from the transferor.

- 10.1.3 The Materials may be experimental in nature and will be provided without warranties of any kind whether expressed or implied. The transferor, its employees, officers, representatives, students, visiting workers and associated undertakings accept no liability for damages which might arise in connection with their use, storage or disposal by the transferee whether as a result of negligence or otherwise. Furthermore, the transferor makes no representation that the use of the Materials provided by it will not infringe any patent, copyright, trademark or other proprietary rights.
- 10.1.4 On termination of the Agreement, all use of remaining Materials will be discontinued and at the direction of the transferor any remaining Materials will be returned to the transferor or destroyed.
- 10.1.5 All experimental work within the Project and any destruction of Materials pursuant to Clause 10.1.4 above will be carried out in accordance with all applicable legislation relating to the safe handling, use and disposal of potentially hazardous materials.
- 10.2 Upon any breach of these terms relating to Materials that is directly or indirectly caused or procured by the Student, the Supervisors shall review the breach with a view to taking disciplinary action against the Student which may result in the Studentship being discontinued and/or this Agreement being terminated.
- 11 Intellectual Property
- 11.1 All Background Intellectual Property belonging to a Party is and shall remain the exclusive property of that Party (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 11.1.1 All rights of a Party (including copyright and other Intellectual Property Rights) and all products, samples, documents and information provided by a Party for the Project shall remain the property of the providing Party. Their use shall be allowed only within the limits of this Agreement.
- 11.1.2 Except as described herein, nothing in this Agreement shall give any rights including any form of property rights or Intellectual Property Rights to an Interested Person or any other person in any inventions, designs, information, Know-how, specifications, formulae, data, processes, methods, techniques, other technology or otherwise that may be provided, disclosed or otherwise made known to or obtained by such person during or pursuant to the Student's attendance and activities in the offices of AHDB.
- 11.1.3 Subject to any existing obligations to any third party and Clause 12, each Party grants the other Party a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property for the sole purpose of the performance of the Project.
- 11.2 Subject to Clause 11.2.2 and unless otherwise agreed in writing, Arising Intellectual Property shall vest in and be owned absolutely by the Academic Institution. It is agreed that AHDB has an interest in such Intellectual Property and AHDB shall be entitled to a reasonable proportion of any royalties generated therefrom, such

proportion to be specified in a separate agreement to be made in writing by the Parties.

11.2.1 Any such vesting in and ownership shall give no rights to an Interested Person or any other person:

- (a) to use the Background Intellectual Property of AHDB otherwise than for the purposes of the Project,
- (b) to exploit the Arising Intellectual Property insofar as such exploitation may be based or dependent upon any such Background Intellectual Property, or
- (c) to permit any such use or exploitation.

For the avoidance of doubt, nothing in this Clause 11.2.1 shall prevent the normal and reasonable use of such Background Intellectual Property for teaching purposes within the Academic Institution.

11.2.2 Subject to existing rights, Arising Intellectual Property generated by AHDB whether (i) alone; or (ii) with the Student during or pursuant to the Student's attendance in the offices of AHDB shall vest in and be owned absolutely by AHDB;

11.3 The Academic Institution hereby grants to AHDB an irrevocable, non-transferable, non-exclusive, royalty-free licence to use subject to any reasonable obligations of confidentiality the Academic Institution's Arising Intellectual Property for internal research and development and non-commercial activities.

11.4 The Academic Institution hereby grants AHDB the option to take either a non-exclusive or exclusive licence in respect of the commercial use of the Academic Institution's Arising Intellectual Property, which may or may not be restricted by field, on terms to be agreed in a separate agreement to be reasonably made in writing by or on behalf of AHDB and the Academic Institution.

11.4.1 AHDB may exercise the above option at any time during the Project or during the six months following the notification of any Arising Intellectual Property to AHDB (or by such other date as the Academic Institution and AHDB may agree) by serving on the Academic Institution a written notice, in which case such exercise shall be effective on the date such notice is served.

11.4.2 The terms of any licence agreement provided for in this Clause 11.4 shall be negotiated in good faith and shall contain such terms and conditions as are usual and customary in a licence agreement. The financial terms of any licence shall be fair and reasonable in the circumstances and shall take into account the scientific and financial contributions of the Parties to the Arising Intellectual Property being licensed and the subsequent scientific and financial contribution of the Parties that will be necessary to protect and commercially exploit such Arising Intellectual Property.

11.5 The Academic Institution and the Student shall not knowingly or intentionally use the content or any materials, works or information that may constitute or result in infringement of third-party rights.

12 Confidentiality

- 12.1 The Parties each undertake to use reasonable endeavours to keep Confidential Information confidential and not to disclose it to any third party or to use it themselves other than for the purposes of the Project or as otherwise permitted.
- 12.1.1 Each Party may disclose Confidential Information of the other Party to those of its officers, employees, students, agents and contractors to whom and to the extent to which such disclosure is necessary for the purposes of the Project and shall ensure that all such persons are bound by terms of confidentiality equivalent to those contained herein.
- 12.2 The obligations contained in this Clause 12 shall survive the expiry or termination of this Agreement for any reason but shall not apply to any Confidential Information which:
- is publicly known at the time of disclosure to the receiving Party;
 - after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees, agents or contractors;
 - can be shown by reasonable proof by the receiving Party to have been received by it otherwise than by being communicated by the other Party including having been developed by or for it wholly independently of that Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
 - is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as and to the minimum extent necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or
 - is approved in advance for release, in writing, by an authorized representative of the disclosing Party.

13 Publication

- 13.1 All proposed publications (including scientific publications, patent applications, non-confidential presentations and communications to third parties other than those necessarily required for the performance of the Project) shall be submitted in writing to AHDB at least thirty days (fifteen days in the case of presentations for academic purposes within the Academic Institution) before submission for publication.
- 13.1.1 AHDB may reasonably require the deletion of any of its Arising Intellectual Property or Background Intellectual Property, or an amendment by which commercially-sensitive Arising Intellectual Property or Background Intellectual Property is disguised to its satisfaction.
- 13.1.2 AHDB may require a delay in the publication if in its opinion such a delay is necessary in order to seek patent or other protection for its Arising Intellectual

Property or for any other reason (acting reasonably). Any such delay shall not last longer than is reasonably necessary and shall not exceed nine months from the date when AHDB receives such a submission.

- 13.1.3 Unless such a requirement for amendment, deletion or delay is received by the publishing party within twenty days (ten days in the case of presentations for academic purposes within the Academic Institution) after receipt by AHDB of such submission, the publishing party may assume that AHDB has no objection to the proposed publication.
- 13.2 Subject to any agreement to the contrary, the Student and the Supervisors shall each year attend a postgraduate students Seminar held by AHDB and present details and results of the research to AHDB, Industry representatives, co-funders, students and academic staff. For the avoidance of doubt 'publication' includes any such presentation.
 - 13.2.1 The Student and the Supervisors shall similarly attend and make a presentation on the research including the final results during the year following the completion of the research.
 - 13.2.2 The attendance of a Supervisor shall not be required if he is not reasonably available.
 - 13.2.3 Other persons may with the consent of AHDB be invited to attend such meetings.
- 13.3 Each Party agrees that any publication in a scientific/academic journal shall acknowledge the financial and intellectual contributions of the other Party in accordance with standard practice.
- 13.3.1 The Academic Institution shall provide AHDB with an electronic and a hard copy of all published papers, conference abstracts and other publications based in part or in whole upon the Project.
- 13.4 AHDB is obliged to publish a report of the results of the research on its website in a timely manner and may report otherwise. The Interested Persons shall permit AHDB to so publish and AHDB agrees that it will not knowingly do so in a way that would prejudice the submission of the Thesis for examination provided such submission is made promptly. For the avoidance of doubt, AHDB may so publish without such restriction if the Thesis is not so submitted within five years of the commencement of the Studentship, unless otherwise agreed in writing.
 - 13.4.1 The Interested Persons shall permit the results of the research including appropriate information related thereto to be published by AHDB for the benefit of the Industry.
- 13.5 The UK Government has imposed upon AHDB an obligation to publish certain contracts. Each Party acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Agreement is not Contractor's Confidential Information. AHDB shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of FOIA.

- 13.5.1 For the purposes of this Clause 13.5 only, 'Contractor's Confidential Information' means any information that has been designated as confidential by a Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of a Party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
- 13.5.2 Notwithstanding any other term of this Agreement, the Academic Institution hereby gives its consent for AHDB to provide or publish the Agreement in its entirety, including any amendments, to the general public. At the request of the Academic Institution, AHDB shall redact therefrom any information which would be exempt from disclosure in accordance with the provisions of FOIA.
- 13.5.3 This Clause 13.5 shall apply to any similar obligation imposed by the Government upon the Academic Institution *mutatis mutandis*.

14 Thesis

- 14.1 Nothing in this Agreement is intended to prevent the Student from submitting a thesis based on the Results to examiners of the Academic Institution, the examination of the thesis by the examiners, or the deposit of such a thesis in a library of the Academic Institution in accordance with the relevant procedures and regulations.
- 14.1.1 If examination or accessing of the thesis would disclose confidential Results, the Academic Institution shall require the examiners or readers of the thesis (or their respective employers) to sign non-disclosure undertakings as a condition of receipt of the thesis.
- 14.1.2 A copy of any thesis based upon the Project shall be provided to AHDB's Supervisor.
- 14.2 The Student shall submit a draft Thesis to the Supervisors at least thirty days prior to the date for submission for examination.
- 14.3 Unless otherwise agreed, the Thesis shall be submitted for examination within 18 months of the completion of the Project.
- 14.3.1 Provision of a Thesis to AHDB shall not replace the requirement to provide a final report to AHDB.
- 14.3.2 The Academic Institution shall promptly:
- (a) inform AHDB when examination of the Thesis is complete and it has been accepted for admission of the Student to postgraduate degree status, and
 - (b) identify any part of the Thesis that must be kept confidential so as to enable the Academic Institution to legally protect the content of such part.
- 14.3.3 AHDB shall keep the Thesis confidential until such acceptance for admission has been achieved. Subject to keeping confidential such parts as have been properly

identified under 14.3.2(b), AHDB may thereafter publish the Thesis on its website and may publish extracts therefrom in its reasonable discretion, referring appropriately to the Interested Persons.

15 Funding by AHDB

15.1 Subject to any other provision in this Agreement, AHDB agrees to make payments to the Academic Institution on the dates and in the amounts as set out in Schedule 2.

15.1.1 At the request of the Academic Institution, AHDB shall make all or part of any payment directly to the Student.

15.2 Payments subsequent to the payment(s) due in relation to the first year of this Studentship are subject to prior receipt by AHDB of a declaration by the Academic Institution that it is satisfied with the progress made by the Student during the preceding year.

15.2.1 In the event that no such declaration has been received by the time any such payment is due, following consultation with the Academic Institution AHDB may institute the termination procedure provided in Clause 17.1 and withhold such payment. If the fault is remedied in accordance with Clause 17.1 or otherwise as may be agreed between the Parties and the Student, any outstanding payments due from AHDB shall be made promptly by AHDB and the Agreement shall continue.

16 Adverse Events

16.1 The Academic Institution shall promptly inform AHDB of any event which may jeopardise the timely completion of the Project including any of the following events:

- (a) Progress is substantially unsatisfactory in relation to one or more component parts of the Project and there is no reasonable probability that the work will be completed by the date on which the Project is scheduled to be completed, as such date may have been amended;
- (b) A substantial change has been made to the Project that has not been agreed by AHDB;
- (c) The Academic Institution is no longer able to complete the Project or any substantial part thereof or there are changes in its key staff or resource availability;
- (d) The Academic Institution or the Student materially fails to comply with the terms and conditions of this Agreement;
- (e) Expenditure has been incurred otherwise than within the terms of the Agreement; or
- (f) Any reports required to be provided are not provided in a timely manner or are not of sufficient content or quality in the reasonable opinion of AHDB.

- 16.1.1 The Academic Institution and AHDB shall reasonably and promptly seek a means by which the effect of any such event may be limited or remedied so that the Project may be properly completed. In the case that no such means is agreed and notwithstanding any other provision of this Agreement, AHDB reserves the right to terminate the Agreement and cease funding the Project forthwith and demand the return of monies already provided.
- 16.2 If AHDB properly claims under this Clause 16 by invoice or other demand all or part of the funding already provided, including funding provided to any Interested Person, the Academic Institution shall forthwith pay the claimed sum to AHDB.
- 16.3 A Party shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its reasonable control, including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.
- 16.3.1 In the case of such an event, the Parties shall seek to minimise any adverse effect on the Project, including adjusting milestones where appropriate.
- 16.3.2 If such an event delays the Project by more than thirty days and this event could reasonably be envisaged to jeopardise the Project, the Supervisors shall consider whether the Project and its performance should be amended, postponed or terminated and subject to the agreement of AHDB shall take appropriate action.
- 17 Termination
- 17.1 This Agreement may be terminated by either Party for any material breach of the obligations set out in this Agreement, by giving ninety days' written notice to the other Party of its intention to terminate. The notice shall describe the breach. If the breach is incapable of remedy, then the termination shall take effect at the end of the notice period. Otherwise:
- 17.1.1 If the breach is capable of being remedied and is remedied within the notice period, such termination shall not take effect.
- 17.1.2 If the breach is capable of being remedied but not within the notice period, such termination shall not take effect if the defaulting Party diligently begins to remedy the breach within that period and continues so to remedy it until it is fully remedied.
- 17.2 The Agreement shall terminate in the event that the Student shall cease to be a registered postgraduate student of the Academic Institution in relation to the Project.
- 17.3 The Academic Institution agrees to notify AHDB promptly if at any time the Academic Supervisor is unable or unwilling to continue the supervision of the Project. AHDB will not decline unreasonably to accept any nominated successor. However, if the nominated successor is not acceptable to AHDB on reasonable grounds, AHDB may terminate this Agreement by giving ninety days' written notice to the Interested Persons.

- 17.3.1 In the event that a successor who is acceptable to AHDB is nominated within sixty days of the giving of such notice, such termination shall not take effect.
- 17.4 AHDB may terminate this Agreement at any time on giving three months' written notice provided it continues to make payments in accordance with Schedule 2.
- 17.5 Subject to Clause 17.5.1, in the event of termination AHDB will continue to pay the Academic Institution in accordance with Schedule 2.
- 17.5.1 In the case of termination due to a breach caused or contributed to by the Student involving gross negligence, failure to pursue studies diligently, wilful misconduct, withdrawal from the Project or from the Academic Institution; or termination pursuant to Clauses 15.2.1 or 16.1.1 or 16.3.2 or 17.2 or 17.3, AHDB's obligation to make any payments under this Agreement shall cease forthwith and the Academic Institution agrees to repay to AHDB previously-paid such payments that have not been spent at the time of termination, if any.
- 17.5.2 For the avoidance of doubt, any conduct by the Student that adversely affects the reputation of AHDB or of any Industry shall be deemed to be wilful misconduct for the purposes of this Agreement unless the Student shows to the satisfaction of AHDB acting reasonably that this is not the case.
- 17.6 The termination of the Agreement, however arising, shall be without prejudice to the rights and duties of the Parties accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
- 17.6.1 Notwithstanding any act of termination or the expiry of this Agreement, the relevant provisions of this Agreement shall remain in effect insofar as is necessary to ensure the performance of all obligations and the satisfaction of all liabilities and to enable the exercise of all rights under the Agreement in each case as such shall exist at the time of such act or expiry as appropriate.
- 17.7 If AHDB reasonably considers that the Project is not, for any reason, meeting any agreed Milestones, AHDB may terminate the Project giving not less than 90 days' notice.
- 18 Limitation of Liability
- 18.1 The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 18.2 The maximum liability of any Party to the other Party under or otherwise in connection with this Agreement shall not exceed four times the total value of the payments intended to be made under Clause 15.1. For the avoidance of doubt, nothing in this Clause 18 shall be deemed to exclude or limit in any way either Party's liability for intentional wrongdoing or in respect of death or personal injury caused to any person as a result of its negligence or that of its employees, or for fraud, bribery or corruption, or arising as a result of any breach of Data Protection Legislation.

- 18.3 In the case of an event of force majeure, the Parties shall seek to minimise any adverse effect on the Project, including adjusting Milestones where appropriate.
- 18.4 If an event of force majeure delays the Project by more than thirty days and this event could reasonably be envisaged to jeopardise the interests of a Party or the Project, AHDB's Representative and the Academic Institution's Representative shall consider with any other interested parties whether the Project and its performance should be amended, postponed or terminated and subject to the agreement of AHDB shall take appropriate action.
- 19 General
- 19.1 Clause headings are inserted into this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 19.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between any of (i) AHDB, (ii) the Student or (iii) the Academic Institution or the relationship between any of them of principal and agent or employer and employee.
- 19.3 No Party shall use the name, crest, or any logo or registered image of the other Party in a press release or promotional materials without the prior written consent of the other; provided however that publication of the sums received from AHDB in the Academic Institution's Annual Report and similar publications and publication of the funding of the Project by AHDB in its Annual Report or its research reports including on the internet shall not be regarded as breach of this Clause 19.3.
- 19.4 Without prejudice to the provisions of Schedule 5, where the Academic Institution enters into a sub-contract with a third party for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Academic Institution to the sub-contractor within a specified period not exceeding thirty days from the receipt of a valid invoice.
- 19.5 All public bodies have a duty to comply with the requirements of FOIA. Accordingly, information obtained from either Party may be disclosed in response to a request, unless an exemption provided for under FOIA is applicable, and AHDB and the Interested Persons shall co-operate in respect of such requests.
- 19.6 The Parties shall comply with the Data Protection Legislation and the obligations contained in Schedule 5 in respect of data processing and the protection of personal data within the meaning of the Data Protection Legislation. Insofar as the Academic Institution is the data controller pursuant to the Data Protection Legislation, this Clause 19.6 and Schedule 5 shall have mutual effect mutatis mutandis.
- 19.7 Each Party agrees to permit any competent authority to perform such checks as it may lawfully require for the purpose of establishing the compliance of the other Party with regulatory or contractual requirements.

- 19.8 Failure or delay by either Party in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under the Agreement.
- 19.9 Any waiver by either Party of any breach of, or any default under, any provision of this Agreement by the other Party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.
- 19.10 The Parties to this Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- 19.10.1 For the avoidance of doubt, the Student is not a Party to this Agreement.
- 19.11 This Agreement including its Schedules and any documents cited herein (which are each incorporated into and made a part of the Agreement) constitutes the entire agreement between the Parties in relation to the Project and supersedes any earlier agreements, arrangements and understandings relating to the subject matter. Any variation shall be in writing and signed by authorised signatories for both Parties.
- 19.12 If any one or more clauses or sub-clauses or parts thereof of this Agreement would result in this Agreement being invalid pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement and shall negotiate in good faith an amendment which, as far as legally feasible, maintains the intentions of the Parties.
- 19.13 The Parties shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement. If any such dispute is not resolved by negotiation within 30 days from notification that a dispute exists or such longer period as may be agreed, including escalation to senior executives if appropriate, the Parties shall consider referring the matter to mediation.
- 19.14 The Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 19.14.1 Without prejudice to Clause 19.13, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

For and on behalf of the Agriculture and Horticulture Development Board

Name:

Date:, 20. Signature.....

For and on behalf of the Academic Institution

Name:

Date:, 20.... Signature.....

Draft - Subject to Contract

Schedule 1 – the Project

Title: ...

Reference: ...

Project Description:

...

Reporting Milestones:

The following milestones are agreed:

<i>Date</i>	<i>Milestone</i>
	01. PhD Seminar project review, to cover the reporting period of [insert date period]
	02. Interim project report, to cover the reporting period of [insert date period]
	03. Face-2-Face meeting and interim project report, to cover the reporting period of [insert date period]
	04. Interim/Annual project report, to cover the reporting period of [insert date period]
	05. PhD Seminar project review, to cover the reporting period of [insert date period]
	06. Interim project report, to cover the reporting period of [insert date period]
	07. Face-2-Face meeting and interim project report, to cover the reporting period of [insert date period]
	08. Interim/Annual project report, to cover the reporting period of [insert date period]
	09. PhD Seminar project review, to cover the reporting period of [insert date period]
	10. Interim project report, due [insert date], to cover the reporting period of [insert date period]
	11. Face-2-Face meeting and interim project report, to cover the reporting period of [insert date period]
	12. Final project report
within 18 months of the completion of the Project	13. Thesis

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Schedule 2 – Funding

- 1 This Studentship will be funded by AHDB as follows.
 - 1.1 AHDB shall pay the following amounts (plus VAT as applicable) to the Academic Institution within 30 days of receiving a proper invoice including all the information required under paragraph 3.3 of Schedule 3.
 - 1.2 Subject to compliance with this Agreement including the milestones, payment shall become due against proper invoices as follows:

Scheduled Date of Invoice	Amount £	
For completion and sign off of milestones relating to the period of October – December 20..	...	First Year Q1
For completion and sign off of milestones relating to the period of January – March 20..	...	Q2
For completion and sign off of milestones relating to the period of April – June 20..	...	Q3
For completion and sign off of milestones relating to the period of July – September 20..	...	Q4
For completion and sign off of milestones relating to the period of October – December 20..	...	Second Year Q1
For completion and sign off of milestones relating to the period of January – March 20..	...	Q2
For completion and sign off of milestones relating to the period of April – June 20..	...	Q3
For completion and sign off of milestones relating to the period of July – September 20..	...	Q4
For completion and sign off of milestones relating to the period of October – December 20..	...	Third Year Q1
For completion and sign off of milestones relating to the period of January – March 20..	...	Q2
For completion and sign off of milestones relating to the period of April – June 20..	...	Q3
On receipt of the thesis and acceptable final report	...	Final Payment
	...	Total

- 1.2.1 VAT will be paid only on receipt of an appropriate invoice.

- 1.3 Such payments include £... per annum which shall be paid to the Student by the Academic Institution at such times as may be agreed with the Student.
- 1.4 The Student will in addition be reimbursed following receipt by AHDB of a claim for:
- (a) his properly incurred and receipted expenses relating to attendance at AHDB's annual postgraduate students Seminar;
 - (b) ...,
 - (c) and otherwise as may be agreed.
- 1.4.1 Mileage and other travelling expenses will not be paid in excess of appropriate HMRC-approved rates.
- 1.4.2 Unless otherwise agreed in writing, AHDB shall make such payments directly to the Student at the address notified to it in accordance with Clause 8.1.2. If no address is so notified, AHDB shall make such payments to the Academic Institution.
- 1.5 AHDB may increase such amounts in its sole discretion taking into consideration any increase prescribed by the Research Council in the minimum such amount applicable to a CASE or similar Award.
- 1.6 Any payment made to the Organisation for the benefit of another person shall be held in trust for AHDB until the monies are received by such person.
- 1.7 If any sum due is not paid when due then without prejudice to any other rights under the Agreement that sum shall bear simple interest from the due date until payment is made in full, both before and after any judgment.
- 1.7.1 The rate of interest shall be 2 per cent per annum over the official dealing rate in force on the day on which such interest starts to run, where the official dealing rate is the rate announced from time to time by the Monetary Policy Committee of the Bank of England and for the time being in force as the official dealing rate.

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Schedule 3 – Additional Information

1. Any person appointed from time to time by the relevant Party and notified to the other Party as the Student, a Supervisor or the Industry Representative shall be deemed to be named below.

2. Academic Institution

- 2.1 Subject to paragraph 2.2, the Academic Institution's representative shall be the Academic Supervisor:

Name

Address

Email

Telephone

- 2.2 The Academic Institution's representative for the purpose of receiving notices shall be:

Name

Address

Email

Telephone

- 2.2.1 Any notice shall be copied by the sender to the Academic Supervisor

3. AHDB

- 3.1 AHDB's representative(s) shall be the AHDB Supervisor:

Name

Address AHDB, Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE

Email

Telephone

- 3.1.1 Receipt of a notice by the AHDB Supervisor shall be deemed to be receipt by AHDB.

- 3.2 The Industry Representative if any appointed by AHDB to monitor the progress of the Project and provide advice shall be:

Name

Address

Email

Telephone

- 3.2.1 Receipt of information by the Industry Representative shall not constitute receipt by AHDB.

- 3.3 Invoices shall be sent to: Accounts Payable, Agriculture and Horticulture Development Board, Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE, and shall include:

- the Purchase Order number provided by AHDB;
- the Project title and any reference code or number;
- a clear indication of the instalment the invoice relates to including the dates specified in Schedule 2, together with any further information necessary to identify the specific activity; and
- the name of the AHDB Supervisor.

3.3.1 Invoices may be sent by email in pdf format to APTeam@ahdb.org.uk.

3.3.2 Any invoice shall be copied by the sender to the AHDB Supervisor.

4. Student

4.1 The Student is:

Name
 Address
 Email
 Telephone

4.2 In the event that no Student has been identified at the time of making of this Agreement, the Student shall be appointed subsequently in compliance with Clause 8.1.1.

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Schedule 4 – CASE and similar Awards

1. The participation of AHDB through this Agreement in any research project in respect of which a Co-operative Award in Pure Science and Engineering (“CASE Award”) has been made by the Research Council, is conditional upon the acceptance by all relevant parties of the following terms and conditions.
 - 1.1 AHDB and the Academic Institution are hereinafter described as the Hosts.
 - 1.1.1 Additional Hosts may be agreed within the CASE Award.
 - 1.2 Such terms and conditions shall apply similarly in the case of any research project having sponsorship arrangements similar to those of CASE projects and this Schedule shall apply to such projects *mutatis mutandis*.
2. The Project
 - 2.1 The Project shall be the programme of work described in the CASE proposal, the whole or a summary of which is attached as Schedule 1.
 - 2.2 The Project will be undertaken by the Student in premises or locations agreed by the Hosts.
 - 2.3 The Student shall carry out the Project in accordance with the agreed programme (the “Programme”) and shall submit a copy of the Thesis arising from it to the Parties as soon as possible after the end of the Project.
 - 2.4 The Programme may be changed by agreement of the Hosts following consultation with the Student. In the event of any irreconcilable dispute the Host with which the Student spends most time shall determine whether a proposed change shall be made.
3. Payment
 - 3.1 Expenses incurred by the Student as a consequence of visiting any Host’s premises shall unless otherwise agreed be paid directly to the Student by the relevant Host.
4. Supervision and Access
 - 4.1 Each Host shall supervise and guide the work of the Student while on its premises in the manner agreed with the Academic Supervisor.
 - 4.2 The Parties shall have access to all experimental results or other conclusions arising from the Project whether relating to work done on their premises or done elsewhere.

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Schedule 5 – Data Processing and Protection of Personal Data

1. Processing of Data

- 1.1 AHDB takes a positive attitude towards data sharing providing it is appropriate, undertaken within the scope of the Data Protection Legislation ("DPL") and there are adequate and proportionate data security arrangements in place.
- 1.2 AHDB has agreed to provide the personal data described in Part 1 (the "Data") for the purpose specified therein ("Purpose") and the Data Protection Officer ("DPO") has authorised its release for the Purpose in accordance with this Agreement. All Data shall be transmitted securely in accordance with Part 1.
- 1.3 The Data may include confidential information about companies and/or individuals. These data subjects were informed at the time the Data was collected that AHDB might or would transfer it to other persons. The Academic Institution accepts that AHDB bears no legal responsibility for the accuracy or comprehensiveness of the Data supplied.
- 1.4 The Data provided under this Agreement may only be used for the Purpose and must not be published in any form.

2. Data Access, Academic Institution Personnel and Sub-contractors

- 2.1 The Data is to be shared with the Academic Institution solely for the Purpose on a strictly need to know basis, and must not be used for any other purpose. Access to the Data must be limited by the Academic Institution to those personnel, who need to have such access for the Purpose ("Permitted Persons").
- 2.2 For the purpose of this agreement Permitted Persons shall mean all employees, officers, staff, other workers, agents and consultants of the Academic Institution who are engaged in the performance of the Purpose.
- 2.3 The Academic Institution shall on request and subject to any requirements or limitations of the DPL, give AHDB such particulars as it may reasonably require of all persons who are or may be at any time employed in the supply of the Goods and Services.
- 2.4 The Academic Institution shall take all reasonable steps to ensure the reliability and integrity of any Permitted Persons who have access to the Data and ensure that they:
 - 2.4.1 are aware of and comply with the Academic Institution's duties under this agreement;
 - 2.4.2 are subject to appropriate confidentiality undertakings with the Academic Institution;
 - 2.4.3 are informed of the confidential nature of the Data and do not publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by AHDB or as permitted by this Agreement; and
 - 2.4.4 have undergone adequate training in the use, care, protection and handling of personal data.
- 2.5 The Data must not be provided in whole or in part to any other natural or legal person.
- 2.6 The Academic Institution is responsible for ensuring that all Permitted Persons fully comply with all obligations and requirements of this Agreement. Failure to do so shall be considered a breach of this Agreement.

- 2.7 The Academic Institution must ensure that all Permitted Persons and any approved sub-contractor, are subject to a duty of confidence and binding written contractual obligations in respect of the Data no less onerous than those contained in this Agreement.
- 2.8 The Academic Institution shall not appoint any sub-contractor without AHDB's prior written consent, which consent shall not be unreasonably withheld. The Academic Institution shall remain fully liable for the sub-contractor's compliance with this Agreement and for all its acts or omissions. The Academic Institution shall provide AHDB with such information regarding the sub-contractor as AHDB may reasonably require.

3. Storage and Protection of Data

- 3.1 To the extent that the undertaking of this Agreement requires the Academic Institution to process the Data on behalf of AHDB, the Parties agree that AHDB shall be the data controller and the Academic Institution shall be the data processor (as such terms are defined in the DPL) and the Academic Institution agrees to:
- 3.1.1 comply with all applicable DPL in respect of the performance of its obligations under this Agreement and shall not by any act or omission cause AHDB (or any other person) to be in breach of any DPL;
 - 3.1.2 store all data in accordance with Part 1;
 - 3.1.3 process the Data only on and in accordance with AHDB's written and documented instructions as set out in this Schedule 5 and provided from time to time, unless the processing is prohibited by any applicable laws and the Academic Institution has informed AHDB of such applicable laws;
 - 3.1.4 notify AHDB immediately at Data.Protection@ahdb.org.uk if it believes that it has been given an instruction which does not comply with the DPL;
 - 3.1.5 not transfer or permit the transfer of the Data outside the European Economic Area without AHDB's prior written consent; and
 - 3.1.6 implement and maintain appropriate technical and organisational measures in accordance with this Schedule 5 and in such a manner that the processing will:
 - 3.1.6.1 meet the requirements of the DPL;
 - 3.1.6.2 ensure the protection of the rights of data subjects within the meaning of the DPL; and
 - 3.1.6.3 preserve the integrity of the Data and ensure a level of physical and technical security in respect of the Data at all times that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, damage or alteration, or unauthorised disclosure of or access to the Data transmitted, stored or otherwise processed;
- 3.2 As a minimum level of protection for the Data, and without prejudice to any other provision of this Schedule 5, the Academic Institution shall:
- 3.2.1 assess risks to the confidentiality, integrity and availability of the Data at least quarterly;

- 3.2.2 verify its Information and Communication Technology (ICT) systems handling the Data to the extent necessary to give confidence in the security of the data; and
- 3.2.3 perform secure back-ups of all Data and ensure that up-to-date back-ups are stored in accordance with a recovery plan. The back-ups shall be made available to AHDB on request.

4. Data Subject Rights

- 4.1 The Academic Institution may inform any enquirer that it is conditionally authorised by AHDB to have and to use the Data and that the Data is being held and used in confidence under its control. Any such enquiries shall be reported promptly to the DPO in writing at Data.Protection@ahdb.org.uk.
- 4.2 Subject to clause 5.1, the Academic Institution shall notify AHDB immediately if it:
 - 4.2.1 receives a Data subject access request (or purported Data subject access request);
 - 4.2.2 receives a request to rectify, block or erase any Data;
 - 4.2.3 receives any other request, complaint or communication relating to either Party's obligations under the DPL;
 - 4.2.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Data processed under this Agreement;
 - 4.2.5 receives a request from any third party for disclosure of Data where compliance with such request is required or purported to be required by Law.
- 4.3 Assist AHDB, insofar as is possible, in the fulfilment of its obligations to respond to requests made by data subjects to exercise any of their rights under DPL.

5. Data Loss or Breach

- 5.1 The Academic Institution shall notify AHDB immediately if it becomes aware of any event that results, or may result, in unauthorised access to Data held by the Academic Institution under this Agreement, and/or actual or potential loss and/or destruction of Data in any breach of this Agreement, including any Data breach. The Academic Institution's obligation to notify under clause 4.2 shall include the provision of further information to AHDB in phases, as details become available.
- 5.2 Notify AHDB's DPO at Data.Protection@ahdb.org.uk of any suspected or actual breaches of security without undue delay (but in no event later than twelve (12) hours after becoming aware of the breach) and provide such details as may be reasonably required regarding the nature and likely consequences of the breach.
- 5.3 Notify AHDB's DPO at Data.Protection@ahdb.org.uk without undue delay (but in no event later than twelve (12) hours) if the Academic Institution becomes aware that AHDB Data in its possession has or may have become corrupted, lost or degraded and inform AHDB of the remedial action the Academic Institution proposes to take. The Academic Institution shall restore or procure the restoration at its expense of such data that has become corrupted, lost or degraded wholly or partially as a result of the Academic Institution's default as soon as practicable but not later than four (4) weeks from the date on which the possibility of such corruption, loss or deterioration comes to the Academic Institution's attention. Subject to the Academic Institution having been

given a reasonable opportunity to undertake such restoration, if such restoration is performed by or on behalf of AHDB otherwise than by the Academic Institution, the Academic Institution shall promptly reimburse the reasonable costs thereby incurred by AHDB.

6. Liability

- 6.1 The Academic Institution shall comply with all applicable DPL in respect of the performance of its obligations under this Agreement and shall not by any act or omission cause AHDB (or any other person) to be in breach of any DPL. The Academic Institution accepts and acknowledges that nothing in this Agreement shall relieve the Academic Institution of its own direct responsibilities and liabilities pursuant to the DPL.

7. Deletion or Return of Data

- 7.1 On the earlier of the completion of the use of the Data for the Purpose or at the written request of AHDB for return or destruction of information or the date given in Part 1 ("**Completion Date**"), all copies of the Data must be returned or destroyed in accordance with Part 1 and the return or destruction must be confirmed in writing within seven (7) days of the Completion Date to AHDB's DPO at Data.Protection@ahdb.org.uk using the Data Disposal Form (a copy of which is attached at Part 2). Failure to do so shall be considered to be a breach of this contract.

8. Audit Rights

- 8.1 Provide such information, co-operation and other assistance to AHDB as AHDB reasonably requires (taking into account the nature of processing and the information available) to ensure compliance with the DPL, including with respect to security of processing, data protection impact assessments, prior consultation with a supervisory authority regarding high risk processing and any remedial action and/or notifications to be taken in response to any Data breach or request from a data subject (as such terms are defined in the DPL).
- 8.2 Maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of AHDB including such information as AHDB may reasonably require, and make such records available to AHDB on request in a timely manner (and in any event within three (3) business days) and provide such other information or allow such inspections as AHDB reasonably requires to audit the Academic Institution's compliance with its obligations under the DPL and this Agreement and demonstrate its own compliance with the DPL.

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Part 1

1 Subject-matter of processing:

[INSERT]

2 Nature and Purpose of the processing:

[INSERT]

3 Type of personal data:

[INSERT]

4 Categories of data subjects if relevant:

[INSERT]

5 Timelines for use of Data

[INSERT]

6 Any other processing instructions:

Data Transmission:

Data shall be transmitted securely as follows:

Fax

No Data will be sent by fax.

Email

Data sent by email must be encrypted if possible. If encryption is not possible, the data file will be password protected using at least 13 character alpha-numeric passwords. Passwords will only be supplied once data receipt is confirmed.

The Data Managers use FIPS 140-2 compliant AES256 'zip' compression and encryption software. Data files will be encrypted using public keys or as a 'zipped' file with pass-phrases as appropriate to the encryption capabilities of the data recipient.

The words '**PROTECT: Personal**' or '**PROTECT: Addressee Only**' must be entered in the subject field of the email in front of the email title in all instances.

Post

Hard copy Data may be transmitted by post, courier or messenger.

If Data must be put on CD/DVD it should be encrypted (see details of encryption above). If the data recipient is unable to collect the CD/DVD by hand, encrypted CD/DVD's may be transmitted by post (Recorded Delivery or better), courier or messenger. If encryption is not possible the CD/DVD will be password protected using at least 13 character alpha-numeric passwords. If the data recipient is unable to collect

the CD/DVD by hand it will be dispatched by Royal Mail Special Delivery service with tracking of transit or by courier.

In all cases when sending Data by post, a single sealed cover addressed to an individual by name or appointment will be used. The cover must not attract attention. Therefore, it must not be marked with any protective marking and only the descriptors 'Personal' or 'Addressee Only' may be used.

In all cases Data will be sent only to a named individual, agreed in advance, and must be accessed only by Permitted Persons.

Data Storage:

Hard copies of Data must be stored in a secure building and/or in a locked cabinet, and destroyed in accordance with the below.

When held on ICT systems on secure premises, password policies must be in place that ensure only those listed can access data. Networks must be Best Commercial. Best Commercial is defined as 'Software from a trusted supplier – e.g. the product has a CESG Claims Tested Mark. CESG is the Information Assurance (IA) arm of GCHQ.

Full back-up policies must be in place for servers.

All access to standalone machines must be protected by username/password.

All data users must avoid transferring Data onto removable media (including laptop hard-drives, removable discs, CD's, USB memory Sticks, PDA's and media card formats), except when this is essential and only as agreed in writing with the Data Manager setting out the controls to be put in place. If taken outside the organisation's secure premises, laptop hard drives, CD/DVD, USB devices or any other removable media must be fully encrypted.

Data Destruction:

Protectively marked waste is a potential source of information and prior to its secure destruction it should be held in an appropriate secure container under lock and key separate from other waste.

Methods of Destruction:

Protectively marked paper-based waste, such as, paper and card, must be securely destroyed by incineration, pulping or shredding. Waste may be shredded on any shredder or torn into four pieces and placed in a confidential waste sack. The waste sack must be kept under lock and key until it has been collected for onward transmission to the contractor who destroys it.

Electronic media containing Data must be disposed of by overwriting, erasure or degaussing for re- use.

Part 2

DISPOSAL OF DATA FORM

It is a condition of this Agreement that the Academic Institution shall return this form duly completed within 7 days of the Completion Date. It may be returned as hard copy or in pdf format by electronic mail to Data.Protection@ahdb.org.uk.

In the event that the destruction and notification requirements are not satisfied, the Academic Institution must immediately notify AHDB's DPO (Tel: 024 76 69 2051; Email: Data.Protection@ahdb.org.uk), specifying the reason for such failure.

Failure to do so shall be considered to be a breach of this contract.
I confirm that all Data provided under this Agreement and all copies thereof have been destroyed in accordance with this Agreement.

Signed:

Name (Block Capitals):

Date:

Organisation:

Please return the completed form within 7 days of data destruction to:

DPO, AHDB, Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE 2TL

Email: Data.Protection@ahdb.org.uk