



Department
for Environment
Food & Rural Affairs

Your address here
Your building address
Your postcode

T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

Wildfowl and Wetlands Trust
New Grounds
Slimbridge
Gloucestershire
GL2 7BT

Our ref: 34883
Date: 14/03/2022

Dear Sir / Madam

Award of contract for the supply of Dead Wild Bird Avian Influenza Surveillance

Following your proposal for the supply of Dead Wild Bird Avian Influenza Surveillance to the Animal and Plant Health Agency (APHA), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between APHA as the Customer and the Wildfowl and Wetlands Trust as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at the suppliers premises.
- 2) The charges for the Services shall be as set out in Annex 2.
- 3) The specification of the Services to be supplied is as set out in Annex 3.
- 4) The Term shall commence on 01/04/2022 and the Expiry Date shall be 31/03/2025
- 5) The Customer may extend the Term by up to 24 months, to 31/03/2027

- 6) The address for notices of the Parties are:

Customer

APHA Weybridge
Woodham Lane
New Haw, Addlestone
Surrey, KT15 3NB

Supplier

Wildfowl & Wetlands Trust (WWT)
Slimbridge
Gloucestershire
GL2 7BT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 7) The following persons are Key Personnel for the purposes of the Agreement:

Name

[REDACTED]

Title

[REDACTED]

- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: accounts-payable.aph@gov.sscl.com or *Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ*. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to accounts-payable.aph@gov.sscl.com or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED] or, in their absence, contractmanagement@apha.gov.uk. We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by acceptance through the Bravo e-sourcing system. Please remember to quote the reference number above in any future communications relating to this contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex 1
Terms and Conditions of Contract for Services
Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;

“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in

accordance with the terms and conditions of the Agreement;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within **7** days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and

- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may at any time request a variation to the scope of the Services, recorded in a validly executed CCN using the template provided in Annex 4. Execution of a CCN shall be made via electronic signature. A CCN takes effect on the date both Parties communicate acceptance of the CCN via Bravo. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 24 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the

supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant

Services are supplied at or from the relevant premises.

- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause **Error! Reference source not found.**, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

- 11.2.2 to its auditors or for the purposes of regulatory requirements;

- 11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause **Error! Reference source not found..**

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the

Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
 - 16.2.1 (without prejudice to clause **Error! Reference source not found.**), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, **Error! Reference source not found.**, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause **Error! Reference source not found.** or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights

of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, **Error! Reference source not found.**, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any

person in relation to the Agreement.

- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 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 the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and

supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause Error! Reference source not found..

22 Governing Law and Jurisdiction

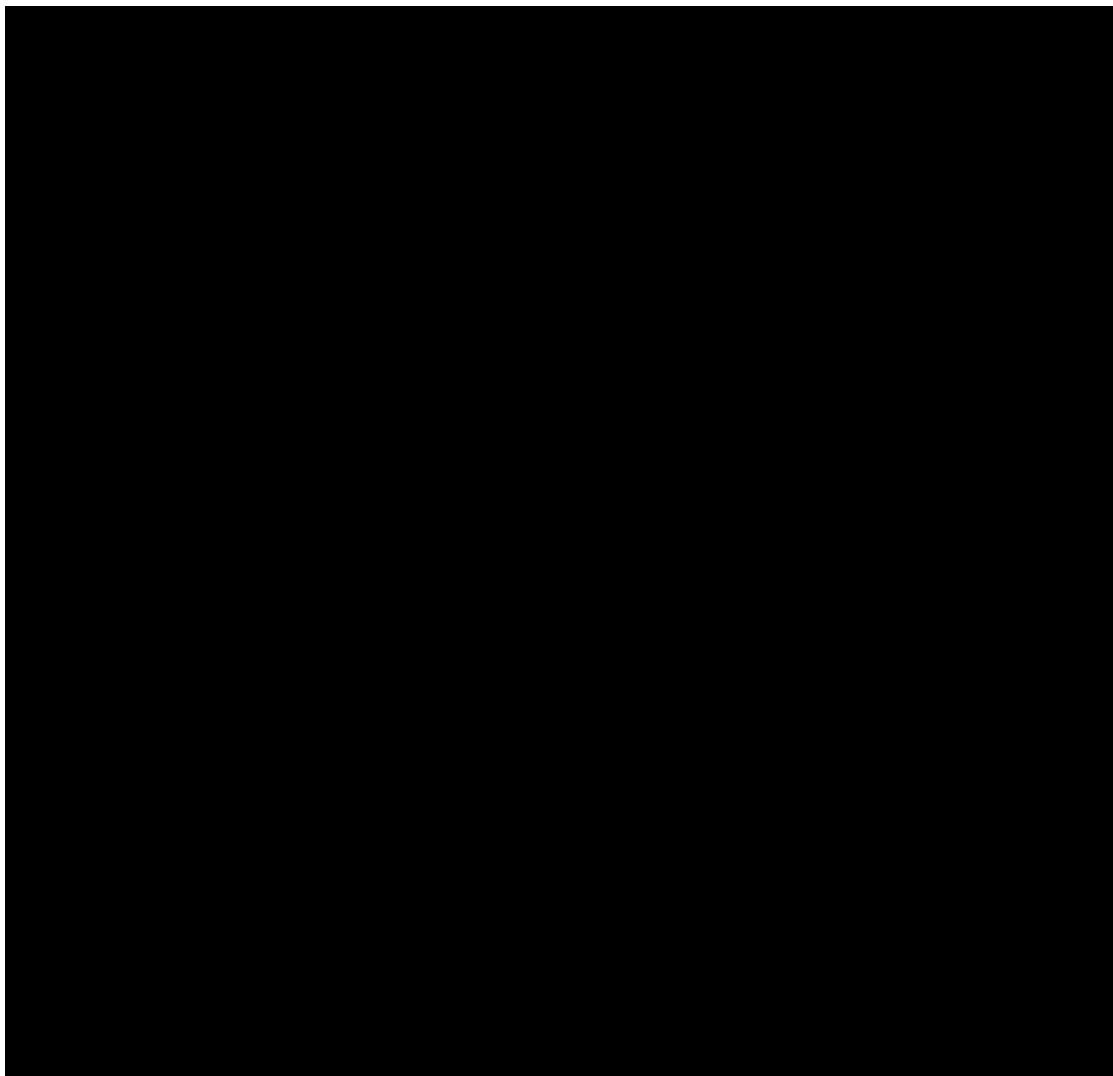
The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties

submit.

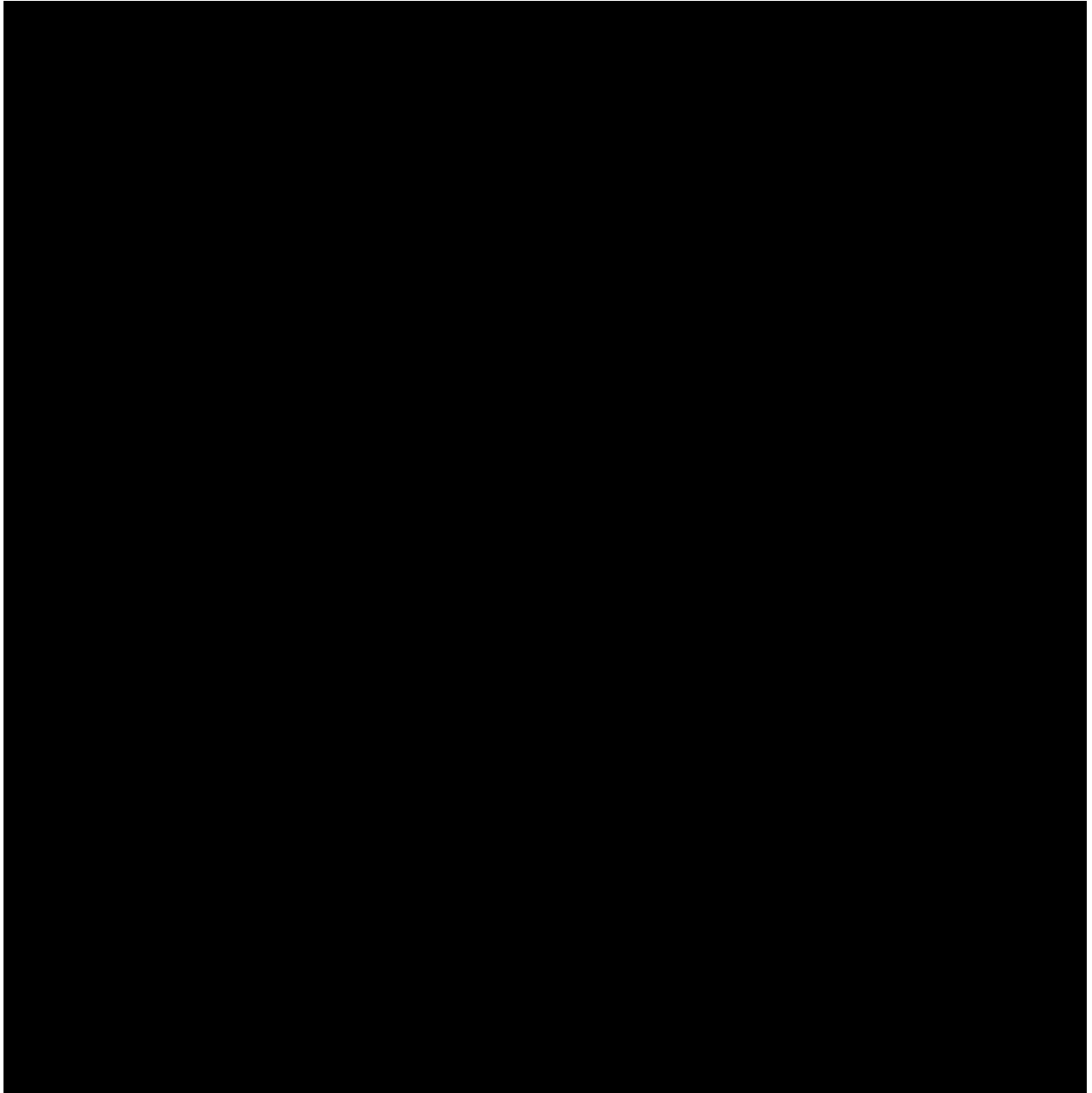
Annex 2 – Charges

1. The Customer will pay to the Supplier no more than the fixed sum of £196,225.72 (exclusive of VAT).
2. No partial payments will be made, and no other costs will be payable by APHA under this Contract. All Prices are in GBP.
3. Invoices will be submitted to the Authority on a quarterly basis throughout the contract period for the amount detailed in Table 1.

4.



5. **Table B – Breakdown of Contract Costs**



Annex 3 – Specification

This section sets out the Authority's requirements.

Definitions

For the purpose of Schedule 1, unless the context otherwise requires, the following words shall have the meaning given to them below.

"APHA"	means Animal and Plant Health Agency;
"AI"	means Avian Influenza;
"DGC"	means Defra Group Commercial;
"GB"	means Mainland Great Britain;
"GB WDSP"	means GB Wildlife Disease Surveillance Partnership;
"HSE"	means Health and Safety Executive;
"HQ"	means Head Quarters;
"KPIs"	means Key Performance Indicators;
"MLCSL"	means the Meat and Livestock Commercial Service Limited;
"PPE"	means Personal Protective Equipment;
"PMF"	means Performance Management Framework;
"PHE"	means Public Health England;
"Specified Reserves"	means Contractor's Specified Reserves on mainland GB as detailed in Figure 1;
"Third Party Sites"	means Sites which are owned by a party other than the Contractor;
"WWT"	means Wildfowl and Wetlands Trust.

1.1 BACKGROUND

- 1.1.1 APHA requires the Contractor to carry out the provision of Dead Wild Bird AI Surveillance and other Wildlife health activities across a number of Specified Reserves in Great Britain on behalf of the Authority in accordance with sections 2 and 3.

- 1.1.2 All samples for this Contract will be collected from nine (9) Specified Reserves on mainland Great Britain (see Figure 1).

Figure 1: Location of Contractor's Specified Reserves



1.2 SCOPE OF REQUIRMENTS

- 1.2.1 The key requirements of this Contract are:

1.2.1.1 **Service A - Dead Wild Bird AI Surveillance**

To assess the occurrence of AI viruses in Dead Wild Waterbirds on mainland Great Britain by Surveillance at the Specified Reserves.

1.2.1.2 **Service B - GB Wildlife Disease Surveillance Partnership (GB WDSP)**

To contribute to British Wildlife Health Surveillance as a member of the GB Wildlife Disease Surveillance Partnership.

1.2.1.3 **Service C - Ad hoc Advice**

To contribute ornithological and Wildlife Health advice and fieldwork on an ad hoc basis within the mainland GB Specified Reserves and any third-party sites in close

proximity where requested. Any work commissioned on third party sites would be subject to a Change Control Note for an additional payment, to be agreed with the Authority before any work is undertaken.

1.3 METHODOLOGY

1.3.1 Service A - Dead Wild Bird AI Surveillance

1.3.1.1 Approach

Regular Patrols will be conducted of all or a significant proportion of each Specified Reserve, except for the Steart Reserve (depending on size, accessibility and extent of disturbance, to be carried out according to the Warden Patrol Scheme guidance which is produced annually by APHA (see Annex 7 for an example). The frequency of patrols will be at least weekly. Any carcasses found will be sampled. Due to low staffing levels patrols and sampling at the Steart Reserve will be on an ad hoc basis, and at the discretion of the Contractor.

1.3.1.2 Temporal Coverage

Patrolling will take place at least weekly throughout the year, as described in 1.3.1.1.

1.3.1.3 Spatial Coverage

Patrols will take place at the Specified Reserves i.e. Caerlaverock (SW Scotland), Washington (NE England), Martin Mere (NW England), Slimbridge (SW England), Welney (East Anglia), Arundel (S England), London (SE England) and Llanelli (S Wales). Ad hoc sampling will take place at Steart (Somerset) as noted in 1.3.1.1.

1.3.1.4 Species

Surveillance will include all Waterbirds, other priority target species (see Annex 5) and any unusual mortality of non-Waterbirds.

1.3.1.5 Detailed Methodology

- i. Dead birds will be reported by the Contractor on the day that they are found to the Reserve Centre (via the Reserve Warden). Patrol coverage of the Reserve will be completed on a weekly basis (depending on size, accessibility and extent of disturbance to be carried out). Reserve Centres will send a weekly report to the Contractor's HQ detailing the patrols and number of dead birds found.
- ii. Dead birds will be swabbed and swabs submitted to APHA on the same day by the Contractor as the patrol that discovered/recovered the carcass by guaranteed next day postal delivery as described in Annex 6. The cost of postage is included in the Contract price as per Schedule 5.
- iii. Swabs will be stored at four Celsius (4°C) by the Contractor on occasions where the postal service for that day has been missed or there is none, for

example, weekends and Bank Holidays. Swabs will be sent as soon as there is postal service.

- iv. Carcasses will be kept by the Contractor for post mortem examination. The carcasses will be stored appropriately (either refrigeration or frozen) to allow PME to take place. It is likely that laboratory diagnosis will have been completed before the carcass is ultimately disposed of.
- v. Occasionally carcasses will be submitted to APHA directly by the Contractor if considered more appropriate. Unsuitable carcasses i.e. those in the opinion of the Contractor that are in an advanced state of decay or heavily predated will not necessarily be swabbed/submitted.
- vi. APHA will provide the Contractor with appropriate bar-coded swabs and biosecure postal packages (e.g. Pathopaks) for the work described at 1.3.1.5 ii and iii. Dead Bird Surveillance 'packs' containing swabs, Pathopaks, the Contractor's own Dead Wild Bird Surveillance form and the Defra Wildlife Surveillance report form will be sent by the Contractor to each of the Specified Reserves on a regular basis from the Contractor's HQ.
- vii. All patrolling information, details of birds found and swabs submitted will be sent to the Contractor's Dead Bird Surveillance Co-ordinator for collation.
- viii. Summary electronic reports from the Specified Reserves will be submitted by the Contractor to APHA's Science Services website (<https://science.vla.gov.uk/VLAServices/Login.aspx>) on a weekly basis.

1.3.1.6 Disposal of Carcasses

The Contractor is responsible for the disposal of carcasses that are swabbed, and APHA becomes responsible at the point the entire carcass/es are submitted to an APHA Laboratory. The Contractor and APHA will dispose of all carcasses responsibly.

1.3.1.7 Health and Safety of Personnel

- i. All personnel involved in Dead Bird Surveillance will follow the Contractor's Health and Safety Guidelines for PPE, handling and swabbing dead birds. These guidelines have been developed after advice from the PHE, HSE and the Advisory Committee on Dangerous Pathogens within the Department of Health.
- ii. The Contractor will provide APHA with a copy of the current Health and Safety Guidelines in use, and any subsequent amended versions during the life of the contract.

1.3.2 **Service B - GB Wildlife Disease Surveillance Partnership**

- 1.3.2.1 The Contractor will participate in the GB WDSP, supplying Surveillance data and research findings to the Partnership's quarterly report, attending meetings plus inter-meeting communications and liaison.

1.3.3 **Service C - Ad hoc Advice**

1.3.3.1 The Contractor will contribute ornithological and Wildlife Health advice and fieldwork on an ad hoc basis within the mainland GB at the Specified Reserves, and third party sites in close proximity where requested.

1.3.3.2 Any work commissioned on third party sites would be subject to a Change Control Note for an additional payment, to be agreed with the Authority before any work is conducted.

1.4 **CONTACTS**

1.4.1 [REDACTED]

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

[REDACTED]

[REDACTED]

1.4.2 [REDACTED]

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

[REDACTED]

[REDACTED]

1.4.3 [REDACTED]

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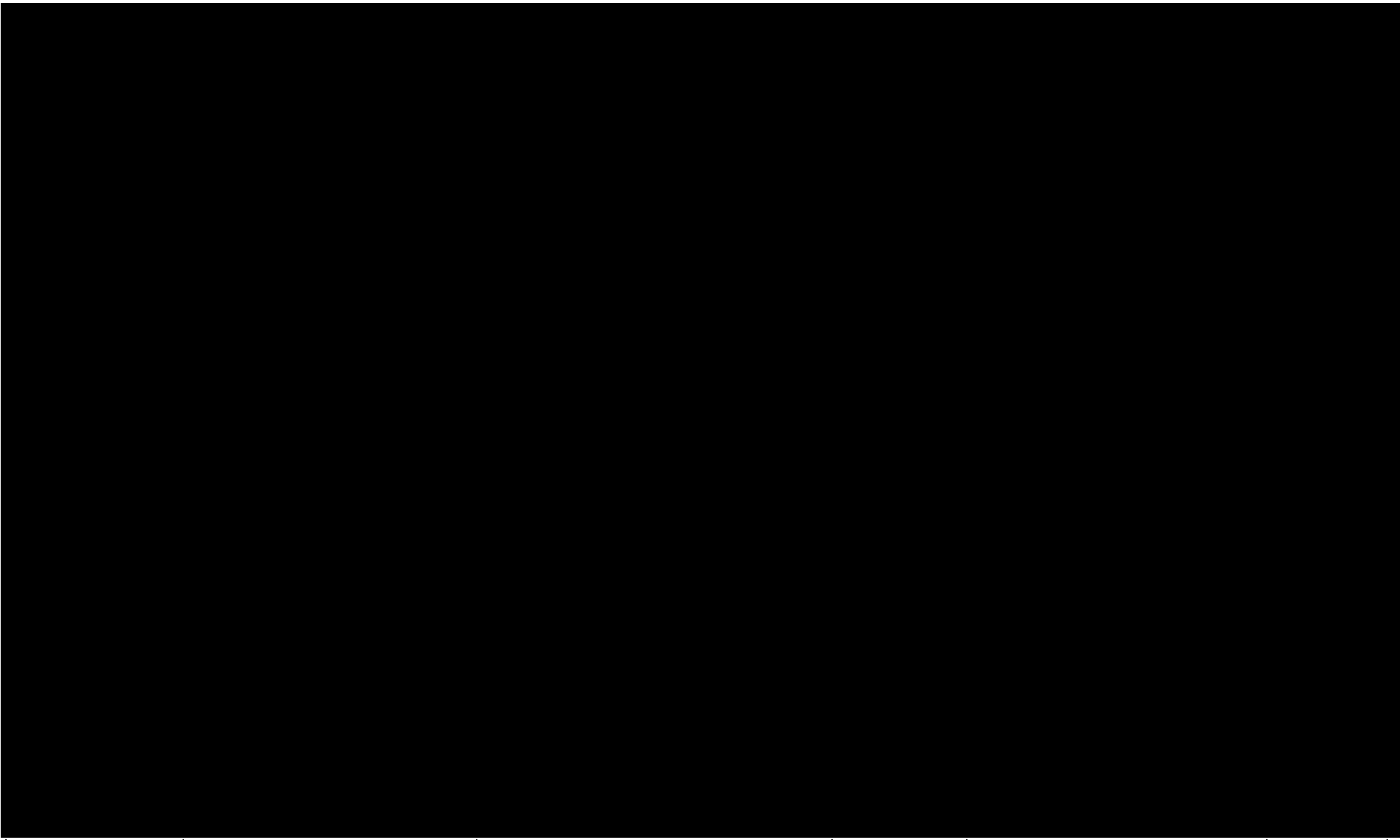
[REDACTED]



1.5 Performance Management Framework

- 2.1 As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.
- 2.2 The PMF purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.
- 2.3 KPIs are essential to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic, achievable, and set to indicate where the service is failing if they are not achieved. Without the additional use of service credits, failure to meet KPIs will strain the relationship as delivery falls short of agreed performance standards. As a result, the only recourse would be to terminate the contract and seek an alternative Contractor.
- 2.4 The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is not about taking cost out of the service.
- 2.5 KPIs are set out at Table A. They will be monitored on a monthly, quarterly or annual basis as appropriate to the service and will form part of the contract performance review.
- 2.6 The Authority will be entitled to refine, vary or modify the KPIs, performance standards and service credits from time to time during the Contract Period through a variation to be agreed with the Contractor using a Contract Change Note.
- 2.7 Where a KPI has a percentage measure, the Contractor's performance will be rounded to the nearest whole number.
- 2.8 The Contractor will produce a quarterly Performance Management report, detailing the Contractor's performance against KPIs. The report will be circulated to the APHA on a quarterly basis.
- 2.9 The Contractor will maintain their own management reports, including Issues Log, which will include detail on periodic checks to ensure quality.
- 2.10 Any performance issues highlighted in the monthly reports will be addressed by the Contractor, who will be required to provide an improvement plan to address all issues highlighted within a week of receipt of the APHA report. Monthly performance management reports and KPI performance will be a key feature of Quarterly Contract Review meetings.

- 2.11 Where performance failure attributable to the Contractor is identified in the Performance Management report and relates to the KPIs then the service credit regime will apply.



1.6 Service Credits

- 3.1 The use of service credits is governed by the following principles.
- 3.2 Service credits sit within the wider service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.
- 3.3 The service credit regime will be instigated on each occasion when there is a service failure (i.e. where a KPI is identified as having a 'Red status') within the performance monitoring period. Failure to meet a KPI may also give rise to a remediation plan.
- KPIs with a service credit rating of zero (0) will have no associated service credit.
(a)
 - KPIs with a service credit rating of one (1) will have a service credit of one per cent (1%) of the invoice amount for the monitoring period, applied for each KPI failure.
(b)
 - KPIs with a service credit rating of two (2) will have a service credit of three per cent (3%) of the invoice amount for the monitoring period, applied for each KPI failure.
(c)
 - The maximum annual service credit to be applied will be no more than ten per cent (10%) of the total annual contract value per Contractor.
- 3.4 The Contractor will provide the Authority with the information listed in the Specification and such other supporting information as the Authority may reasonably request in order to determine the proper application of any service credits due.
- 3.5 For services where the Contractor is paid by the Authority, service credits will be paid to the Authority as a credit note to the next invoice.
- 3.6 For services where the Contractor recovers costs directly, service credits will be paid to individual users of the service as a credit note to their next invoice. The Contractor will propose how the service credit amounts will be applied to each user of the service.
- 3.7 The full, agreed service credit regime will operate from the initial delivery date until the end of the Contract Period. At the end of the first complete performance monitoring period, the Authority and the Contractor will enter into good faith discussions to review the KPIs and assess their effectiveness. The KPIs may be adjusted to ensure that they are appropriate and achievable.

1.7 Governance and Contract Management

- 4.1 APHA will manage, on behalf of the Authority, the contracts for this procurement. For routine management, the Authority will appoint from within APHA:
- Supplier Liaison Officer (SLO)
 - Deputy SLO (DSLO)
 - Contract Manager (CM)
- 4.2 APHA will decide as appropriate for the contract whether the SLO or DSLO is the principal point of contact.
- 4.3 The Contractor will appoint a corresponding Service Manager (SM) and Deputy Service Manager (DSM).
- 4.4 Quarterly meetings will be held with the Contractor, principally to review progress and operational delivery of the Contract, but also including KPIs, invoicing, risks and issues. A DGC representative (with responsibility for procurement and contracts) may be present at quarterly review meetings, acting on behalf of the Authority.
- 4.5 The Contractor will submit an exception report to raise any issue requiring authorisation by APHA more immediately than the standard monthly reporting.
- 4.6 A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic and financial issues. The risk, issues and actions register will be reviewed.
- 4.7 Issues which cannot be resolved by the SLO and SM (and Deputies) through routine contact will be referred to the CM who may either mediate a solution or raise the matter at the next Quarterly and/or Annual Review Meeting as appropriate, involving the Authority as necessary.
- 4.8 Other meetings may be held, at the discretion of APHA or the Authority or at the request of the Contractor, throughout the life of the contract.
- 4.9 The Contractor will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 4.10 Quarterly and Annual meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 4.11 All meetings will be minuted, with secretariat support and actions provided by APHA, with agreed dates for completion. The contractor will maintain a joint register of risks, issues and actions. The CM should ensure that all meeting minutes, risk registers and any other contract documentation is recorded against the Authority's contract records.
- 4.12 Table B gives the purpose of each of these meetings with the Contractor, and the required attendee/s.

TABLE B - CONTRACT MANAGEMENT MEETING SCHEDULE

Meeting	Attendance	Content
Specific Issues, ad hoc	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and/or DSLO • Secretariat Support <p>Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM <p>Any other APHA, Authority or Contractor staff needed to progress the issue.</p> <p>NB - The CM may alternatively Chair the meeting if facilitation is required.</p>	<ul style="list-style-type: none"> • Urgent issues • Specific technical or contractual issues requiring detailed discussion.
Quarterly Contract Review Meeting	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and DSLO • CM • Head of Contract Management (<i>if required</i>) • Secretariat Support • DGC representative (<i>if required</i>) <p>Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM 	<ul style="list-style-type: none"> • Operational performance in previous quarter. • Detailed performance review against KPIs. • Risks, issues and actions register. • Specific service issues (including any escalated issues from Monthly Contract Review Meetings). • APHA update • Any issues from the Contractor. • Financial update
Annual Review Meeting	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and DSLO • CM • Head of Contract Management • Secretariat support • DGC representative • Head of Service (<i>if required</i>) <p>Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM • Any other representative that the Contractor feels relevant from within their organisation. 	<ul style="list-style-type: none"> • Annual Service Review against KPIs, including Service Credits. • Risks, issues and actions register. • Specific service issues (including any escalated issues). • Service wide issues. • Service and finance forward look, including any policy update from APHA and/or the Authority.

Annex 4 – Change Control Template

[CONTRACT] CHANGE NOTE

Contract Change Note Number	
Contract Reference Number and Title	
Variation Title	
Number of Pages	

Whereas the [Contractor] and the Authority entered into a [Contract] for the provision of [contract title] dated [dd/mm/yyyy] (the “Original Contract”) and now wish to amend the Original [Contract].

It is agreed as follows:

1. With effect from [dd/mm/yyyy] the Original [Contract/Framework Agreement] shall be amended as set out in this Contract/Framework Change Note:

Change Requestor / Originator	
Summary of Change	
Reason for Change	
Revised Contract Price	Original Contract Value £
	Previous Contract Changes £
	Contract Change Note [x] £
	New Contract Value £
Revised Payment Schedule	
Revised Specification (see Annex X)	
Revised Contract Period	
Change in Contract Manager(s)	
Other Changes	

2. Save as herein amended all other terms and conditions of the Original [Contract] shall remain in full force and effect.

Execution of the Contract Change Note is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority’s electronic contract management system (“Bravo”).

Annex 5 - Priority Target Species

- Barnacle Goose
- Bean Goose
- Bewick's Swan
- Black-headed Gull
- Black Kite
- Black-necked Grebe
- Black-tailed Godwit
- Brent Goose
- Canada Goose
- Common Buzzard
- Common Gull
- Common Kestrel
- Coot
- Eurasian Eagle-Owl
- Eurasian Magpie
- Eurasian Marsh Harrier
- Eurasian Sparrowhawk
- European Greater
- White-fronted Goose
- Gadwall
- Garganey
- Golden Plover
- Great Cormorant
- Great-crested Grebe
- Grey Heron
- Greylag Goose
- Herring Gull
- Lapwing
- Lesser Black-backed Gull
- Lesser White-fronted Goose
- Little Grebe
- Mallard
- Marbled Teal
- Moorhen
- Muscovy Duck
- Mute Swan
- Northern Goshawk
- Peregrine Falcon
- Pink-footed Goose
- Pintail
- Pochard
- Purple Swamphen
- Red Kite
- Red-breasted Goose
- Red-crested Pochard
- Rough-legged Buzzard
- Ruff
- Shelduck
- Shoveler
- Smew
- Snipe
- Teal
- Tufted Duck
- Whooper Swan
- White Stork
- Wigeon

WWT Dead Wild Bird AI Swabbing Instructions to Reserve Staff – updated in 2021

Background

At other non-WWT key wetland sites across Britain, dead wild bird carcasses are being submitted to APHA as part of GB's dead wild bird surveillance. To maintain WWT's broader wildlife health monitoring, we are allowed to keep carcasses (and pass to Rosa Lopez) as we did before the threat from AI. However, we need to submit swabs from dead wild birds from all WWT British centres to the Defra/APHA lab. Therefore, please follow these instructions below:

Instructions for swabbing dead wild birds and posting swabs to APHA Weybridge

If you find a dead wild bird*, either a water bird and/or from the priority target bird list below1:

1. Ensure you're familiar with WWT's health and safety guidelines about handling dead birds.
2. Pick up the dead bird using PPE (incl. goggles during high risk periods) gloves and the usual bagging procedure i.e. picking up the carcass using the inverted bag as a 'glove' (and double bagging the carcass once swabbed).
3. Either in the field or at the freezer/processing place take buccal and cloacal swabs from the bird as follows:

Buccal Swab

- Insert swab into the back of the throat and wipe thoroughly over the surface for a few seconds.
- Place the swab back in its sheath.
- Peel the removable sticker from the swab and stick onto the appropriate place on the WWT dead wild bird surveillance sheet (Form 2) in the space marked 'B'.

Cloacal Swab

- Repeat with new swab as above but inserting swab into the cloaca and wiping around thoroughly and putting removable sticker on the sheet (Form 2) in the space marked 'C'.

4. Put swabs in a 'Pathopak'** (they fit in if slanted) in the fridge.

5. Call the following helpline to get an AI reference number **03333 443867**

6. Fill in the two forms – the **Defra Wildlife Surveillance report form (Form 1)** and the **WWT Dead Wild Bird Surveillance form (Form 2)**.

7. Scan Form 1 and Form 2 sheets to be saved in the 'Scans of paperwork' folder (<G:\HQ Conservation\P09 NWE Flyway\N03 Pressures on waterbirds\04 AI\UK AI Dead Bird Surveillance\Scans of paperwork>).

8. Place the hard copies of Form 1 and Form 2 with the swabs inside the box (but outside the Pathopak).

9. Seal the box with the security seal sticker **making sure the UN3373 diamond label is not covered or partially covered** (discard other bags and stickers in there). If the box is being reused and the seal has already broken, seal with parcel tape.

10. Post to the address on the box*** by **RECORDED & GUARANTEED NEXT DAY DELIVERY**. Attempt to keep this package cool if at all possible.

11. Complete an additional **post mortem slip (Form 3)** to be kept with the bird and send all to Rosa when appropriate (e.g. place slip in a small plastic bag attached to the outside of the bag with bird). *It is important that the AI reference number stays with the bird in case of any positive results from the laboratory e.g. ensure it's with the accompanying paperwork or on the label attached to the bird.*



For more information please see <G:\HQ Conservation\P09 NWE Flyway\N03 Pressures on waterbirds\04 AI\UK AI Dead Bird Surveillance\Instructions and information\Instructions\Dead Bird Flowchart>

* If the bird is unsuitable for PM but can be swabbed from either one or both orifices (e.g. the bird may be decapitated but a cloacal swab possible), take all possible swabs and retain the carcass for two weeks (in the event of a positive result the carcass will need to be examined). Thereafter please dispose of as usual.

** Once swabs are within the bottle and the bird is safely double bagged and in the freezer decontaminate yourself and the area as appropriate.

*** Avian Virology Dept., Animal and Plant Health Agency, Laboratory Services Weybridge, Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB

¹The Priority Target Species (55)

Barnacle Goose
Bean Goose
Bewick's Swan
Black-headed Gull
Black Kite
Black-necked Grebe
Black-tailed Godwit
Brent Goose
Canada Goose
Common Buzzard
Common Gull
Common Kestrel
Coot
Eurasian Eagle-Owl
Eurasian Magpie
Eurasian Marsh Harrier
Eurasian Sparrowhawk
European Greater
White-fronted Goose
Gadwall
Garganey
Golden Plover
Great Cormorant
Great-crested Grebe
Grey Heron
Greylag Goose
Herring Gull
Lapwing
Lesser Black-backed Gull
Lesser White-fronted Goose
Little Grebe
Mallard
Marbled Teal
Moorhen
Muscovy Duck
Mute Swan
Northern Goshawk
Peregrine Falcon
Pink-footed Goose
Pintail
Pochard
Purple Swamphen
Red Kite
Red-breasted Goose
Red-crested Pochard
Rough-legged Buzzard
Ruff
Shelduck
Shoveler
Smew
Snipe
Teal
Tufted Duck
Whooper Swan
White Stork
Wigeon

Annex 7 – Warden Patrol Scheme Guidance

Background

A key part of the GB strategy for avian influenza (AI) surveillance is to provide an early warning if highly pathogenic avian influenza viruses are introduced into GB in wild birds. One of the components of the GB wild bird survey is the screening of wild birds found dead. Selected wetland sites across GB that regularly hold large numbers of water birds will be patrolled on a regular basis by staff at the sites and numbers of dead birds found recorded. Certain dead wild birds may then be collected for AI virus screening.

The sites selected

Defra and the Scottish and Welsh Governments have selected sites to be actively monitored by patrols based on information provided from the Wetland Bird Survey (WeBS - for more information visit [BTO Survey Homepage](#)) and an assessment of the areas in GB most at risk from incursion of AI.

Reporting

For all the sites in England, Wales, and Scotland, irrespective of county, the most important step is to report any dead wild birds found of the target species to the XL Farmcare collection line (03333 443867). XL Farmcare will provide you with a reference number for each find of dead birds. Please indicate to the Collection Line if there were more than one find of dead birds and collect a different reference number for each find. If unable to reach the XL Farmcare collection line, email pmcollections@xlfarmcare.co.uk and webs@apha.gov.uk.

In addition, to enable the APHA, on behalf of DEFRA and the devolved administrations, to monitor the intensity and extent of survey effort for dead birds, please also provide information on all patrols that you undertake **even if you do not find any dead birds**. Please submit patrol activity using the online entry form available from <https://science.vla.gov.uk/VLAServices/Login.aspx> (login and password required). If you do not have access to the internet, or you experience any problems, please use the official recording spreadsheet.

Site Names

We need to use the WeBS site name for sites so that patrol activities can be directly related back to the WeBS bird data. Where we believe the actual name of a site or reserve differs from the WeBS site name or covers multiple WeBS sites we have endeavoured to provide both names using the format: WeBS Section Code – WeBS Site Name (Actual Site Name), e.g. **13337 - Catcott Lows Reserve (Shapwick Heath)**

Undertaking Patrols

Patrols should search for dead birds by scanning from suitable vantage points, ideally using binoculars or a telescope. The vantage points should allow you a good view of the areas regularly used by water birds. At coastal sites, check the strand-line and key roost areas – particularly following the higher tides of the tidal cycle.

Scanning for dead birds should concentrate on the water's edge (particularly that downwind of the prevailing wind direction), and areas used by large numbers of roosting or resting water birds. There is no need to walk the edge of water bodies or, for example, to search for dead birds in reeds. Patrols should not cause undue disturbance to the birds present. If it is impractical to cover the whole of the site, or time does not permit a full survey, please concentrate your survey on the areas known to hold most water birds and/or where you consider dead birds are most likely to be found.

Patrol Frequency

Where patrols are undertaken voluntarily, we hope that they can be undertaken on a regular basis, covering a significant proportion of the site. However, we would still welcome results from any patrols undertaken even if they are less frequent or only cover a smaller proportion of the site. We appreciate that patrols undertaken as an exercise in their own right can be time consuming, but we

hope that patrols can be combined with other activities already being undertaken on the reserve, e.g. with the monthly water bird counts.

Ideally, patrols of individual sites should be spread throughout the week, i.e. not repeatedly on the same day each week. *PLEASE NOTE – these patrols should not be confused with WeBS survey counts which take place on specific dates - see [BTO Survey Homepage](#) for more information*

We anticipate that the majority of patrols will continue throughout the main period for wintering water birds in the UK, from October to March.

Actions on finding a dead wild bird

For **all** sites in England, Wales, and Scotland, irrespective of county

If you find a dead wild bird (even a single dead wild bird), please note the species and numbers involved. If the bird is one of the priority target species for AI surveillance (see below), please note as many relevant details as possible (e.g. precise location of the birds, state of the carcass[†], access details) and report the birds to the XL Farmcare collection line (03333 443867) as soon as possible. If unable to reach the XL Farmcare collection line, email pmcollections@xlfarmcare.co.uk and webs@apha.gov.uk.

If you choose to move a carcass to facilitate collection, please remember to follow the Health and Safety guidelines set out in Annex B. Please remember to inform the Collection Line of both the location the carcass was found at **and** the location of the collection point you have selected.

[†]Modern laboratory techniques mean that virus may be detected from samples taken from even a decomposed carcass. However, success is less likely from very old, very decomposed or flattened carcasses. The Collection Agent will take into account the reported state of a dead bird when prioritising the collection of carcasses.

The Priority Target Species (65)

Barnacle Goose	Eurasian Magpie	Lesser Black-backed Gull	Red-crested Pochard
Bean Goose	Eurasian Marsh Harrier	Lesser White-fronted Goose	Rough-legged Buzzard
Bewick's Swan	Eurasian Sparrowhawk	Little Egret	Ruff
Black-headed Gull	European Greater	Little Grebe	Shelduck
Black Kite	White-fronted	Mallard	Shoveler
Black-necked Grebe	Goose	Marbled Teal	Smew
Black-tailed Godwit	Gadwall	Moorhen	Snipe
Brent Goose	Garganey	Muscovy Duck	Teal
Canada Goose	Golden Plover	Mute Swan	Tufted Duck
Common Buzzard	Great Cormorant	Northern Goshawk	Whooper Swan
Common Eider	Great-crested Grebe	Peregrine Falcon	White Stork
Common Goldeneye	Greater Scaup	Pink-footed Goose	White-tailed Eagle
Common Gull	Goosander	Pintail	Wigeon
Common Kestrel	Grey Heron	Pochard	
Coot	Greylag Goose	Purple Swamphen	
Eurasian Bittern	Herring Gull	Red Kite	
Eurasian Eagle-Owl	Lapwing	Red-breasted Goose	
	Greater Black-backed Gull		

Note, there is no need to count water birds as part of the patrol activities – numbers of water birds at the selected sites are regularly counted as part of monitoring schemes such as the Wetland Bird Survey (WeBS).

Recording and Submitting results of all patrols

It is important that you record results of **all** patrols undertaken, even if you did not find or report to the **Collection Line** any dead birds. This will enable us to monitor the extent of survey effort.

Please submit patrol results to APHA on a regular basis – preferably by the end of each Monday.

Please use the online entry form available from <https://science.vla.gov.uk/VLAServices/Login.aspx>.

This will require a login and password which your organisation should already have. If you do not have access to the internet, or you experience any problems, please use the official recording spreadsheet (Annex A).

Reporting Mass mortality events

As part of routine wildlife disease surveillance post-mortem examinations of birds are undertaken in incidents where any 'at risk' bird species (wildfowl or gulls), birds of prey or five or more birds of any other species, are found dead in the same location and at the same time. Members of the public are asked to report these incidents to Defra's national helpline (email defra.helpline@defra.gov.uk or telephone 03459 335577, Mon-Fri 8:30 am to 5:00pm).

These birds will also be examined for other diseases in addition to infection with AI viruses, as there is a separate survey to establish the causes of deaths of large numbers of birds. See - <https://www.gov.uk/guidance/avian-influenza-bird-flu#advice-for-the-public>

Many thanks for your help

XL Farmcare collection line 03333 443867
XL Farmcare email pmcollections@xlfarmcare.co.uk

If you have any queries or problems, please email: webs@apha.gov.uk or call 020802 69748



ANNEX A: USING THE OFFICIAL RECORDING SPREADSHEET

Completing the spreadsheet

If you decide to use the official reporting spreadsheet for any reason (for example, if you experience difficulties accessing the online entry form), please provide the following information:

- **Your Organisation** Please provide the name of your organisation (e.g. WWT)
- **Patrol Site Name** The name of the patrol site from the list provided.
- **Patrol Site County** Please provide the county (or unitary authority etc) for the site as a means of validation (the county will appear automatically on the web data entry form when you enter the site name).
- **Patrol Date** Please enter the date of the patrol (please enter surveys on different dates as separate patrols).
- **Patrol Site Coverage** Please indicate the extent of coverage of the site by the patrol. If you covered the part of the site that normally holds the vast majority (90% or more) of water birds, please enter 'full coverage'. If you were able to cover only part of the site, but that part normally holds 50-90% of water birds, please enter 'majority coverage'; if you covered an area that holds less than 50% of water birds, please enter 'partial coverage'. This will allow you to report the results of patrols even if you were not able to cover the full extent of the site.
- **Dead Bird(s) Found?** Enter 'yes' if dead bird(s) of any species were noted, otherwise enter 'no'.

If dead birds were found, please also complete the following information:

- **Dead Bird(s) Species†** Please record species found dead.
- **Dead Bird(s) Quantity** The number of birds found dead of that species.
- **Dead Bird(s) Reported to Collection Line?** Enter 'yes' if the dead birds were reported to the Collection Line, otherwise enter 'no'.
- **Collection Line Reference** If reported to the Collection Line, please enter the reference number(s) that you were given by the Collection Line operator.
****this is very important****

† If more than one species of bird were found dead on the same patrol, please provide the numbers of each species found (if you are providing data using the spreadsheet, please input the additional species on a separate row of data; please repeat all the other information regarding the patrol – organisation, site, date etc. – for the additional row of data).

Submitting results using the spreadsheet

Please check to see if someone in your organisation is responsible for compiling your organisation's patrol results. Otherwise, if you are submitting patrol results direct to APHA, please name your patrol recording spreadsheet using the convention:

[your organisation]_[your site]_[yyyy]_[mm]_[dd], e.g. **WWT_Washington_2006_11_06.xls**

The date in the patrol recording spreadsheet name should be the date on which you submit the spreadsheet. Spreadsheets should be emailed to webs@apha.gov.uk

If you have any queries or problems please email: webs@apha.gov.uk or call **020802 69748**



ANNEX B: HEALTH AND SAFETY GUIDELINES

If you choose to move a carcass to facilitate collection, please follow these guidelines:

1. **Avoid touching the bird** with your bare hands.
2. If possible, wear disposable protective gloves when picking up and handling (if disposable gloves are not available see point 7 below).
3. Place the dead bird in a suitable plastic bag, preferably leak-proof. Care should be taken not to contaminate the outside of the bag.
4. Tie the bag and place it in a second plastic bag.
5. Remove gloves by turning them inside out and then place them in the second plastic bag. Tie the bag and place at your chosen collection point.
6. Hands should then be washed thoroughly with soap and water.
7. If disposable gloves are not available, a plastic bag can be used as a make-shift glove. When the dead bird has been picked up, the bag can be turned back on itself and tied. It should then be placed in a second plastic bag, tied and placed at your chosen collection point.
8. Any clothing that has been in contact with the dead bird should be washed using ordinary washing detergent at the temperature normally used for washing the clothing.
9. Any contaminated indoor surfaces should be thoroughly cleaned with normal household cleaner.

If you have any queries or problems please email: webs@apha.gov.uk or call 020802 69748