

Our Ref: ENV6002205R

Your Ref: **Freshwater Pearl Mussel “Ark” Project**

Date: 04 June 2020

FAO [REDACTED]

Freshwater Biological Association

The Ferry Landing

Far Sawrey

Ambleside

Cumbria

LA22 0LP

Dear Sirs,

RE: Agreement letter - collaboration

The Freshwater Pearl Mussel “Ark” Project (“the Project”)

I am pleased to confirm that the Environment Agency (“the Agency”) has agreed to collaborate with Freshwater Biological Association (“the Lead Partner”) on the Project and that terms and conditions set out below shall constitute the agreement between the Agency and the Lead Partner in respect of the Project (“the Agreement”).

The Agency agrees to make a contribution to the Project (“Contribution”) by way of a payment of **£ 25k** (“the Funds”) as set out in the Specification attached to this Agreement at Appendix 1 (“the Specification”) and the Lead Partner agrees to provide its contribution (“Contribution”) as set out in the Specification.

The Agency and the Lead Partner (together, the “Parties”) hereby agree the following:

1. This Agreement shall commence on **the date of this letter** and subject to any earlier termination or agreed variation or extension in accordance with this Agreement shall continue until **31st March 2021** (“the Term”).
2. **Carrying out the Project**
 - a) The Parties agree to carry out the work under the Project as described in the Specification during the Term and as set out in this Agreement.
 - b) The Parties will use their reasonable endeavours to achieve the aims of the Project as set out in the Specification and agree to participate in the Project in a spirit of co-operation, openness and understanding. Achieving mutual benefit for both Parties will be given due consideration and decisions in connection with the Project shall be made with regard to the good of the Project as a whole rather than individual Party gain.
 - c) The Parties shall inform each other promptly of any event that is likely to prejudice or delay the completion of the Project or any part of it, or of any situation or event that makes it difficult for that

Party to provide its Contributions. The provision of information under this paragraph shall not release that Party from its obligations under this Agreement, except and only insofar as Condition 22 (Force Majeure) may apply.

3. Objectives

The objectives of the Project are to:

- a) Continue the “ark” facility at FBA Windermere to maintain individuals from specified populations
- b) Continue the captive breeding programme from specified populations (See Appendix 1)
- c) Undertake improvements to excystment and rearing conditions for juveniles mussels (See Appendix 1)

4. Project management and representation

- a) The Agency’s Project Manager who shall be the person specified as such in Appendix 1 to this Agreement will be the first point of contact at the Agency in connection with this Project.
- b) The Agency’s Project Manager shall be entitled to steer the Project on behalf of the Agency.
- c) The Lead Partner’s Project Manager who shall be the person specified in Appendix 1 to this Agreement will be the first point of contact at the Lead Partner in connection with this Project.
- d) The Lead Partner’s Project Manager shall be responsible for managing and overseeing the successful delivery of the Project on behalf of the Lead Partner.
- e) The Agency and the Lead Partner will form a project board for the Project (“Project Board”) consisting of 1 or 2 members from each Party. As the Lead Partner also has a separate agreement with Natural England for this project, a named representative from Natural England may also attend the project board, if relevant, and subject to agreement between the Parties.
- f) The first members of the Project Board will be the list of persons specified in Appendix 1 to this Agreement, and where a Party makes any changes to that list they shall notify the other Party as soon as reasonably practicable of their intention to do so.
- g) The Parties’ Project Managers will co-operate and communicate as required in order for the effective day to day management and steering of the Project in between Project Board meetings.
- h) The Project Board will be responsible for overseeing the effective management and delivery of the Project.
- i) The Project Board shall operate in accordance with such rules and procedures as are set out in Appendix 1 and as the Parties may agree.
- j) All costs (including but not limited to costs of staff, expenses and accommodation) incurred by a Party in connection with its participation in the Project Board shall be borne by that Party and shall not be met from Project funding unless expressly stated otherwise in Appendices 1 and 2.

5. Lead Partner Responsibilities

The Lead Partner will

- a) provide the Lead Partner's Project Manager;
- b) provide all necessary staff, resources, accommodation, skills, supervision and assistance in order to comply with its obligations under this Agreement;
- c) project manage the Project in accordance with the Specification and be responsible for all financial, administrative and reporting aspects of the Project;
- d) provide its deliverables due under this Agreement ("Deliverables") as set out in the Specification;
- e) make its Contribution as set out in the Specification;
- f) invoice the Agency for the Funds due from it as set out in Appendix 2, on 30 day payment terms;
- g) maintain Project income and expenditure accounts together with related documentation;
- h) ensure that it has appropriate financial and auditing procedures in place to manage its involvement in the Project and that its accounting practices are compatible with those of the Agency and the Agency's status as a publicly accountable body;
- i) ensure that it has complied with all its tax requirements in connection with the Project and its Contributions;
- j) retain Project records for not less than seven (7) years after the Term ends;
- k) be the employer or contracting body in respect of any goods, service or employment contracts entered into for the purpose of the Project (save in respect of the Agency's own employees, or where otherwise expressly agreed) and be responsible for all resulting liabilities arising from such contracts in respect of inter alia health and safety, training, pay and conditions, pension and redundancy except where such liabilities arise due to the cause of the Agency;
- l) be responsible for compliance with all applicable legislation in respect of health and safety;
- m) ensure that sustainable development (which includes environmental, social and economic factors) is taken into account in all stages of the Project and in any relevant contracts with third parties;
and

6. Environment Agency responsibilities

The Agency will:

- a) provide the Agency's Project Manager;
- b) be entitled to steer the Project, via the Agency's Project Manager or as is otherwise agreed appropriate;
- c) provide its deliverables due under this Agreement ("Deliverables") as set out in the Specification;
- d) make its Contribution as set out in the Specification;
- e) ensure that it has appropriate financial and auditing procedures in place to manage its involvement in the Project;

- f) ensure that it has complied with all its tax requirements in connection with the Project and its Contributions;
- g) retain Project records for not less than seven (7) years after the Term ends;
- h) ensure that sustainable development (which includes environmental, social and economic factors) is taken into account in all stages of the Project and in any relevant contracts with third parties;

7. Sub-Contracting

- a) Neither Party shall be entitled to sub-contract their obligations under this Agreement without the written permission of the other Party.
- b) Any sub-contract entered into by a Party shall not relieve that Party of any of their obligations or duties under this Agreement.

8. Contribution and payment

- a) The Contribution from the Agency will be used by the Lead Partner strictly for the purposes of the Project and in accordance with this Agreement, unless otherwise agreed in writing by the Parties.
- b) Funds shall be paid by the Agency in arrears as set out in the Specification.

9. Variations

- a) Any variation to this Agreement or the Specification shall be subject to the conditions set out below:
 - i) changes to the Specification must be agreed in writing by all members of the Project Board; and
 - ii) any variation to this Agreement (including an extension of the Term) must be in writing, signed by both Parties and annexed hereto.
- b) Each Party shall be responsible for securing permissions or approvals from any third party as may be required in order to give effect to any variation to the Specification or Agreement and the other Party shall have no liability for any failure by the other Party to do so or for the consequences of any such failure.

10. Intellectual Property Rights

For the purposes of this Agreement Intellectual Property Rights ("IPR") shall mean all intellectual property rights including but not limited to copyright, patents, trade marks, design rights, database rights and all similar protections together with all other intellectual property rights (whether registered or unregistered) including but not limited to those in drawings, documents, models, designs, databases, data-sets, computer programs and technical know-how.

- a) Any Intellectual Property Rights created during or resulting from the Project ("Foreground Rights") shall be the property of the Lead Partner.
- b) the Lead Partner grants to the Agency a perpetual, royalty- and charge-free worldwide, non-exclusive and non-transferable licence to use its Foreground Rights for its internal statutory, teaching, research or other business purposes (which shall not in any case include commercial

purposes) only insofar as is necessary for those purposes, and the licence shall not permit the licensee to develop them further for such purposes. Any use or sub-licensing of the Foreground Rights of the other Party for commercial purposes shall be subject to the separate agreement of the Parties which if agreed shall be on fair, reasonable and non-discriminatory terms and subject to reasonable revenue sharing arrangements.

- c) The Parties shall do all things reasonably necessary to vest ownership of the Foreground Rights in the owner in the manner set out in this Condition 10.
- d) All Intellectual Property Rights which a Party introduces to or utilises in connection with the Project for the purposes of the Project whether such IPR is owned by or licensed to that Party ("Background Rights") will remain the property of the owner of those rights. Each Party grants to the other Party a perpetual, royalty- and charge-free (except where it is not able to do so and makes such declaration in accordance with Condition 10(e)), worldwide non-exclusive and non-transferable licence to use such Background Rights only insofar as is necessary for the purposes of the Project, the carrying out of this Agreement, and the use of the Foreground Rights in accordance with this Condition 10.
- e) Without prejudice to the generality of Condition 10(d), a Party may charge a reasonable royalty and/or impose restrictions for use of Background Rights only where that Party is itself subject to such obligations to a third party and only where the Parties have agreed in writing in advance of provision of those Background Rights a fair, reasonable and non-discriminatory fee for the use of them.
- f) At the end of the Project each Party shall return all property in which Background Rights subsist to the Party introducing them to the Project. No such property or copies of it shall be retained other than where ongoing possession is required in order to use the Foreground Rights as permitted by this Agreement.
- g) Each Party warrants to the other Party and will warrant at the time of each such provision that to the best of its knowledge, information and belief at the time of provision none of the IPR, the Background Rights and Foreground Rights provided by that Party will be in breach of any third party's IPR and it shall indemnify the other Party against any loss, liability or costs arising from third party claims in respect of any such breach whether actual or alleged.
- h) The Lead Partner shall procure from its employees, agents and contractors that the Agency has the benefit of the licence in respect of all relevant IPR in accordance with this Condition 10.
- i) In the event that a Party wishes to apply for intellectual property protection of the Foreground Rights or any of them the terms and costs of so doing shall be borne solely by the owner of those rights. For the avoidance of doubt no such steps taken to protect the Foreground Rights shall amend a Party's rights to use the same as set out in this Agreement.

11. Confidentiality

- a) For the purpose of this Agreement the following shall be deemed to be "Confidential Information":

- i) all information identified by a Party as being confidential; and
 - ii) information which ought reasonably to be regarded as confidential which shall include but is not limited to IPR, know-how and trade secrets and financial and other commercial or business information of a Party and all personal data within the meaning of the Data Protection Act 1998.
- b) Confidential Information shall not include information that:
- i) is or becomes generally available to the public or is in the public domain other than as a result of disclosure by either Party or their staff or contractors in breach of its responsibilities of confidentiality;
 - ii) is already known to the receiving Party (as evidenced by written records) at the time of its disclosure by the Party disclosing it and was not subject to any duty of confidence when acquired by the receiving Party;
 - iii) is or becomes available to the receiving Party from a third party having a right to disclose it free of any restriction as to the use or disclosure;
 - iv) is independently developed by the receiving Party (as evidenced by written records) outside the terms of this Agreement;
 - v) is required to be disclosed by operation of law, statute or regulation (which shall include but is not limited to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or the order of any authority competent to make such an order provided that where practicable and where required for compliance with the relevant law, statute, regulation or order the Party intending to disclose the information gives to the Party who originally provided the information reasonable advance notice of the intended disclosure and a reasonable opportunity to make representations regarding such disclosure; or
 - vi) where the disclosing Party is entitled to and does expressly waive the confidentiality in the information disclosed at the time of disclosure.
- c) Each Party shall maintain the confidentiality of all Confidential Information provided to it and shall not disclose the same to any third party either during the Term or at any time thereafter save where and to the extent such disclosure is necessary for the purposes of the Project.
- d) In the event that disclosure of Confidential Information as permitted by Condition 11(c) above is necessary the Party making such disclosure shall ensure that any third party to whom such disclosure is made enters into appropriate undertakings of confidentiality at least equivalent to those contained in this Agreement prior to the disclosure.
12. **Correspondence and publicity**
- a) All external correspondence and publicity in relation to the Project will be agreed by the Project Board and neither Party will make any public announcement disclosure or statement concerning the Project without the prior consent of the other.

- b) Each Party shall ensure that prior to publishing any Project results or Foreground Rights whether orally or in writing (including but not limited to publication in any article or conference paper or in any technical report), the consent in writing of the other Party to the nature and content of the publication has been given. Once consent is given, no further consent is required for re-publication of the same publication. For the avoidance of doubt a Party's reasonable grounds for refusing or delaying permission to publish shall include but not be limited to refusal or delay in order to protect its legitimate interests in Background or Foreground Rights that would otherwise be prejudiced by the publication.
- c) The Parties shall submit to each other's Project Managers copies of proposed publications at least 30(thirty) days prior to the date for submission for publication.
- d) Without prejudice to the generality of Condition 12(b) above, neither Party may without the express written permission of the other Party include in any publication any Background Rights belonging to the other Party, and the other Party shall have an absolute right to require that any item of its Confidential Information be removed from the proposed publication.
- e) Unless otherwise agreed, all editorials, press releases, published papers or theses and any other printed material issued in relation to the Project or its results will acknowledge the support of the Environment Agency and Lead Partner in a prominent manner. The logo and other trade or business marks of a Party may be used in such publications subject to the prior approval of the Party to whom the logo or other trade or business mark belongs.
- f) Written publications in connection with the Project shall use recycled paper made from a minimum of 80% post-consumer waste.

13. **Termination**

- a) The Agency may terminate this Agreement by notice in writing to the Lead Partner in the event that:
 - i) the Lead Partner misuses the Contribution;
 - ii) the Lead Partner is in material breach of this Agreement (which, for the avoidance of doubt, may include breach arising from any series of non-material breaches which when taken together constitute a material breach) unless the breach is due to the fault of the Agency;
 - iii) the Lead Partner unreasonably withholds agreement to changes which are necessary to complete the Project to budget or timetable or to reasonably accommodate changing conditions;
 - iv) the Lead Partner is subject to a Force Majeure Event as set out in Condition 22 below which continues or will continue for more than 3 calendar months, or
 - v) the Lead Partner becomes insolvent; is declared bankrupt; has a receiver appointed over it; enters into any arrangement with its creditors; or an order is made or a resolution passed for its winding up except where such an event is for the purpose of restructuring and the resulting institution agrees to be bound by the terms and conditions of this Agreement; or

- b) The Lead Partner may terminate this Agreement by notice in writing to the Agency if:
 - i) the Agency fails to provide the Contribution
 - ii) the Agency is in material breach of this Agreement (which, for the avoidance of doubt, may include breach arising from any series of non-material breaches which when taken together constitute a material breach) unless the breach is due to the fault of the Lead Partner;
 - iii) the Agency unreasonably withholds agreement to changes which are necessary to complete the Project to budget or timetable or to accommodate changing conditions;
 - iv) the Agency is subject to a Force Majeure Event as set out in Condition 22 below which continues for more than 3 calendar months.
- c) If the event giving rise to service of a notice of termination under Condition 13(a) or 13(b) above is remediable the Party serving the notice shall identify the fault and require the other Party to remedy the event. In the event that the Party being served such notice fails to remedy the event to the reasonable satisfaction of the Party serving notice within 30 calendar days of the date on which it receives or is deemed to receive the notice (whichever is earlier) then this Agreement shall terminate at the end of that 30 calendar day period.
- d) If the event giving rise to service of a notice of termination under Condition 13(a) or 13(b) above is not capable of remedy then this Agreement shall terminate with immediate effect on the date on which the Party being served receives or is deemed to receive the notice (whichever is earlier).
- e) Within 5 working days of termination, however arising, any remaining Funds (or where the Funds are not separately identifiable a share of any remaining Project monies pro-rated in accordance with the Agency contribution to overall Project funding) will be repaid to the Agency and any material Contributions capable of return to the Agency will be so returned.
- f) The Parties may terminate this Agreement by mutual consent at any time during the Term on such terms as the Parties may agree.
- g) The Agency shall have a right to terminate its participation in this Agreement with immediate effect or if it so elects upon notice in the event that it considers in its sole discretion that to continue all or part of this Agreement does or will conflict with the Agency's functions, powers, duties aims or objectives or is otherwise inconsistent with its obligations as a public body.
- h) Without prejudice to the generality of Condition 13(e) any outstanding reasonable costs and commitments reasonably and necessarily incurred in connection with the Project and not paid at the date of termination will be allocated between in Parties in proportion to their Contributions to the Project.
- i) All rights of termination set out in this Condition 13 shall be without prejudice to any and all other rights and remedies that may be available to a Party.

14. **Dispute Resolution**

- a) The Parties will co-operate and will ensure that they liaise and communicate effectively and sufficiently with one another, and seek early resolution of any differences or issues that arise between them in connection with the Project.
- b) If during the Term there is any dispute between the Parties arising from this Agreement the Project Board shall first meet to seek to resolve that dispute.
- c) In the event that any dispute arising from this Agreement, whether during the Term or afterwards, cannot be resolved within 2 weeks (or such longer period as the Parties may agree) it shall be referred to the Parties' senior managers.
- d) If resolution of the dispute is not achieved within 2 weeks of being referred to senior managers (or within such longer period as the Parties may agree) then the dispute shall be referred to a mediator at the Centre for Effective Dispute Resolution on the application of either Party.
- e) Any mediation undertaken pursuant to Condition 14(d) above shall be confidential and its outcome shall not be binding unless and until reduced to writing and signed by the Parties.
- f) The Parties shall not resort to litigation (unless necessary as an interim remedy to protect their legitimate interests) until the exhaustion of the dispute resolution as set out in this Condition 14.

15. **Liability and indemnity**

- a) The Parties will each be responsible for and will indemnify each other against costs claims damages and liabilities in respect of claims made by third parties which may arise out of the Project or this Agreement or any infringement of any third party IPR, in each case where the same arise as a result of the acts, errors or omissions of the indemnifying Party in relation to this Agreement.
- c) Neither Party will be liable to the other in respect of loss of actual or anticipated profit or economic loss, loss of revenue or loss of contract whether direct or indirect, or for indirect, special or consequential loss or damages and whether for breach of contract, negligence or otherwise.
- d) Nothing in this Agreement shall exclude or limit a Party's liability for death or personal injury caused by its negligence, or fraudulent misrepresentation or that of its staff, contractors or others for whom it is responsible or in respect of any other matter where exclusion or limitation of liability is constrained by operation of law.

16. **Property and insurance**

- a) The Parties shall insure and maintain with a reputable insurer based in the UK such insurances as are necessary to cover its liability in respect of this Agreement and shall maintain such insurances for a period of 7 (seven) years following the end of the Term. The requirements of this Condition 16(a) may be waived for a Party where that Party can establish that it has in place self-insurance or other arrangements to provide cover for its liabilities and the nature of such arrangements are reasonably acceptable to the other Parties.

- b) All equipment or items brought into or bought for the Project by a Party will remain the property of that Party, who will be responsible for its maintenance and insurance.
- c) Unless otherwise expressly agreed no liability for maintenance or insurance of such property shall accrue to the Project nor shall Project Funds be used to meet such liability.
- d) Whilst on the other Party's premises each Party and their employees or agents shall be subject to and be required to observe all rules, regulations, policy and requirements of the hosting Party, including but not limited to those relating to non-disclosure of confidential information, health and safety, personal and data security, conduct and hours of work.
- e) Each Party reserves the right to refuse access to their premises to any person at any time or to require such person to leave their premises without being required to give any reason for its decision and without incurring any liability for any loss that may be suffered as a result of that refusal.

General

- 17. The provisions and addresses for any notice to be given in connection with this Agreement are set out in Appendix 1.
- 18. The Parties will each comply at its own expense with all relevant legislation and statutory requirements relevant to the implementation of and its involvement in the Project including the Data Protection Act 1998, the Race Relations Amendment Act 2000, Prevention of Corruption Acts 1889-1916, and the Freedom of Information Act 2000.
- 19. A Party may not transfer or assign whether partially or totally any of its rights and obligations under this Agreement without the prior written agreement of the other (except in the case of solvent reorganisation or transfer to a successor body, where all rights and obligations shall be transferred or assigned to the successor).
- 20. Nothing in this Agreement will prejudice, conflict with or affect the Agency's exercise of any of its functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed or the exercise of any discretion under the Environment Act 1995 or any other legislative provision, enactment, byelaw or regulation whatsoever. Nothing in this Agreement will operate as a statutory approval, consent, licence or waiver from the Agency.
- 21. Nothing in this Agreement will create a partnership or joint venture between the Parties, nor will this Agreement constitute one Party as the agent of the other. Neither Party will have authority to enter into any contract, warranty or representation as to any matter on behalf of the other Party and neither Party will be bound by the acts or conduct of the other.
- 22. The Parties' respective obligations under this Agreement will be suspended during the occurrence of any national emergency, war, industrial action, prohibitive government regulation or any other cause beyond the reasonable control of the Parties (which shall not include the act or omission of a third party who is the agent or contractor of the Party seeking to rely on this provision), which renders the performance of the Agreement impossible ("Force Majeure Event").



23. If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unenforceable or unlawful, then that part will be severed from the remainder of the Agreement, the remaining provisions of which will continue to be valid and enforceable to the fullest extent permitted by law. The Parties will negotiate in good faith to amend such provision so that it is valid, lawful and enforceable.
24. Failure by a Party to exercise or enforce any rights available to it whether under this Agreement or otherwise, or any forbearance, delay or grant of indulgence in respect of the same will not be construed as a waiver of such rights.
25. Except as expressly provided for in this Agreement, nothing in this Agreement is intended to nor will give any person or body corporate that is not a Party any rights under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any such party which exists or is available apart from that Act.
26. This Agreement and its numbered Appendices contains the whole agreement between the Parties regarding the Project and supersedes all prior representations, communications or arrangements whether written or oral.
27. This Agreement shall be subject to the laws of England and Wales and the courts of England and Wales shall (except where the provisions for alternative dispute resolution set out in Condition 14 above permit otherwise) have exclusive jurisdiction in respect of this Agreement and all matters arising from it.
28. For the avoidance of doubt the provisions of Conditions 5(j) and 6(g) (Retention of Records), 10 (IPR), 11 (Confidentiality), 12(b) to 12(f) (Publication), 13(e), (h) and (i) (Termination), 14 (Dispute Resolution), 15 (Liability & Indemnity), 16 (Property & Insurance), 19 (Assignment), 23 (Severability), 24 (Waiver), 25 (Third Party Rights), 26 (Whole Agreement), 27 (Jurisdiction) and 28 (Survival), shall survive termination of this Agreement.

If you find this Agreement acceptable and agree to be bound by it please sign the attached copy of the Agreement and return it to me.

I am pleased that we are able to provide support to this Project and we look forward to working with you.

The Parties hereby accept and agree to be bound by the Agreement as set out herein and the Parties shall be entitled to rely upon the signatures below as evidence of that agreement without further enquiry

Signed on behalf of the Environment Agency by:

Position:

[To be signed and returned]



Signed on behalf of **Freshwater Biological Association** by:

Position:

Appendix 1

Specification

THE FRESHWATER PEARL MUSSEL “ARK” PROJECT ENV6002205R

1. Project summary

The Freshwater Pearl Mussel ark project is an ongoing partnership project between the Environment Agency, Natural England and the Freshwater Biological Association. The project was established in 2007.

A national holding facility has been established at the FBA in Windermere, Cumbria, to maintain and breed threatened populations of freshwater pearl mussel (*Margaritifera margaritifera*) from rivers across England, which supports the national plan of captive breeding and reintroduction to suitable rivers. The project has already achieved notable success with juvenile production and retention.

2. Project partners

The Environment Agency (“the Agency”);

The Freshwater Biological Association (the “Lead Partner”)

3. Overall strategic objective

The delivery of the objectives as part of this Agreement (see 4 below) will contribute to recovery targets set out in the Conservation Plan for the freshwater pearl mussel in England and Wales. The Environment Agency are committed to the delivery of these targets and is a key driver for identifying priority populations which have a likely chance of successful restoration. The overall aim will be to have sufficient juvenile mussels from priority populations for reintroductions to be made from 2015 onwards.

The need for the facility is ongoing until the rivers are restored so that natural recruitment can recommence, in line with the FWPM Conservation Plan for England and Wales.

The project links to the following agreed strategies:

- Delivery of River Basin Management Plan targets for rivers which contain FWPM populations;
- “Defining priorities: A Conservation Plan for freshwater pearl mussel *Margaritifera margaritifera* populations in England and Wales” (2010);
- Biodiversity 2020: A Strategy for England’s Wildlife and Ecosystem Services (2011).
- The Government’s 25 Year Environment Plan (2018)

4. Specific objectives

- a) Continue the “ark” facility at FBA Windermere to maintain individuals from specified populations
- b) Continue the captive breeding programme from specified populations (See table 1 below)
- c) Undertake improvements to excystment and rearing conditions for juveniles mussels

Table 1. Priorities for freshwater pearl mussel captive rearing programme at FBA

River / Population	Phylogenetic group *	No. of Adults	Notes/objectives
Kent - Dubb's Beck (SAC)	S	-	Captive rearing ceased and adults returned to river. Maintain existing juvenile mussels (low no's 2013/14 cohorts).
Brathay	S	-	Captive rearing ceased. Maintain existing juvenile mussels (2009, 2013 cohorts).
Ehen (SAC)	N	41	Maintain existing adults and juvenile mussels. Continue captive rearing.
Irt	N	21	Maintain existing adult and juvenile mussels. Continue captive rearing. 70 juvenile mussels (2008 cohort) reintroduced back in 2017 – continue to monitor survival. WCRT to move further adults from Irt to FBA to encyst fish before returning back to the river at recovery site. UU are funding research into reintroduction techniques through an officer based at FBA. Trial juvenile reintroduction and monitoring activities to take place at identified recovery sites (WCRT/FBA). Maintain existing adult and juvenile mussels. Continue captive rearing.
Clun (SAC)	N	58	Maintain existing adult mussels and juvenile mussels. Continue captive rearing. Seek to better understand the Clun juvenile survival rate and trial alternative rearing approaches for the next cohorts.
Esk	N	20	Maintain existing adult mussels and juvenile mussels. Continue captive rearing. Seek to better understand the Esk juvenile survival rate and trial alternative rearing approaches for the next cohorts.
North Tyne / Rede	N	17	Captive rearing ceased. EA to lead and fund (outside this agreement) returning adult mussels to Tyne and agree return site in Tyne system in 2020/21 with NE. Ongoing release of encysted fish from Kielder hatchery by EA. New dedicated mussel officer (██████████ in post).

* Mussel populations in Britain show a major evolutionary split into distinct northern and southern phylogenetic groups. SAC – Special Areas of Conservation

5. Parties' responsibilities

Environment Agency will be responsible for the following aspects of the Project:

- Provide named representatives (██████████)¹ to be the Environment Agency nominated officer.
- Provide the financial contribution as detailed in Appendix 2 of the Collaborative Agreement.
- The Environment Agency nominated officer will attend annual meetings of the UK BAP Steering Group for the freshwater pearl mussel to keep them updated on progress with the project.
- The EA nominated officer will attend an annual board meeting for the project.
- The EA nominated officer will review the success of the project at the end of the agreement and ensure there is a final report of overall delivery, as detailed in section 6 below.
- Environment Agency by providing funding does not incur any responsibility or liability as an employer, either of the Project Officer or anyone else who is involved in the work of the project.

Environment Agency's nominated officer is ██████████ (Technical Advisor); Tel: ██████████
Email: ██████████

The Freshwater Biological Association will be responsible for the following aspects of the Project:

- Provide the deliverables set out in section 6, and documented evidence of progress at the end of the agreement in a format agreed with the Environment nominated officers.
- Provide the financial and in-kind contribution detailed in Appendix 2 of the Collaborative Agreement.
- Provide a named representative (██████████)² who will be responsible for ensuring the delivery, monitoring and reporting of the outputs in section 6.
- Be responsible for the administration and financial management of the project.
- Maintain detailed project income and expenditure accounts and related documentation such as invoices.
- Ensure appropriate records are kept and these records are available for audit purposes if necessary.
- Be responsible for providing the personnel, accommodation, equipment and services needed to deliver the objectives in this Memorandum. These include: line management of staff; training and equipment required by staff to carry out their duties, including employer health and safety obligations; paying staff salaries, on costs, expenses, sick pay, pension, maternity, redundancy or other payments the staff may be entitled to.

The Freshwater Biological Association's nominated officer is ██████████ (based at Windermere); Tel: ██████████; Email: ██████████.

6 Deliverables

¹ Although the individuals are named within this Memorandum they can be substituted for other individuals of the appropriate calibre if circumstances change.

Table 2. Objectives and payment milestones

Objective	Outcome The change brought about by this investment	Output Measurable deliverable / product against which payment is made	Actions required by partner to deliver output & staff responsible for delivery and reporting	Date for completion of output	Payment milestone £ and date Final payment must be after delivery is complete.
Objective 1. To continue the 'Ark' facility to maintain individuals from specified populations.	Environmental conditions maintained for the continued maintenance of both adult and juvenile mussels (life cycle).	Maintenance of adult and juvenile mussels and any mortalities reported are within acceptable thresholds.	Maintain adequate infrastructure (pumps, filters, tanks etc) to maintain the health of adult and juvenile mussels. [FBA] Set up flume tanks for juvenile mussels [FBA] Maintain risk register and contingency plans [FBA, NE, EA] – Appendix 4	Throughout year	Payment. ██████ for Q1, Q2, Q3 on receipt of progress updates by email. ██████ by 31 st March 2021 following satisfactory report on delivery of outputs.
		Water quality and temperature conditions maintained for adult and juvenile mussels.	Undertake regular water quality monitoring to ensure conditions are maintained for adult and juvenile mussels. [FBA]	Throughout year	
		Fish health maintained and fish mortalities within acceptable thresholds.	Take steps to maintain fish health (daily feeding, vaccination and appropriate prophylactic regimes). [FBA]	Throughout year	
Objective 2. To continue the captive breeding programme for priority populations.	Successful fish encystment and collection of juvenile mussels.	Continue captive rearing juveniles from the following populations: Ehen, Irt, Clun, Esk , See Table 1 priority populations held at FBA.		Throughout year	



<p>Objective 3. Undertake improvements to excystment and rearing conditions for juveniles mussels</p>	<p>Improved juvenile mussel survival post excystment.</p>	<p>Different rearing methods will be trialled:</p> <ul style="list-style-type: none">• Incubator system• Aquarium system• A recirculating, temperature controlled aquarium system	<p>Trial different rearing systems over the next 12 – 24 months [FBA]</p>	<p>Throughout year</p>	
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7. Administrative details

7.1 Timescales

Project Start date

date of the collaborative agreement

Project End date

31st March 2021 following the delivery and acceptance of all the deliverables / milestones listed in Table 1)

7.2 Partners' contact details

Environment Agency

[REDACTED]

Horizon House, Deanery Rd, Bristol, City of Bristol, BS1 5QH.

Tel: [REDACTED]

Email: [REDACTED]

Freshwater Biological Association

[REDACTED]

The Ferry Landing, Far Sawrey, Ambleside, Cumbria, LA22 0LP.

Tel: [REDACTED]

Email: [REDACTED]

7.3 Partners' addresses for service of notices

Environment Agency Representative for Notices

[REDACTED] (Senior Category Officer)

Defra, Manley House, Kestrel Way, Exeter, EX2 7LQ

Tel: [REDACTED]

Email: [REDACTED]

Freshwater Biological Association Representative for Notices

[REDACTED] [REDACTED]

The Ferry Landing, Far Sawrey, Ambleside, Cumbria, LA22 0LP. Tel: [REDACTED].

Email: [REDACTED]

7.4 Project Board / Steering Group

A Project Board will be set up to:

- steer the progress of the project;
- monitor progress and difficulties encountered with the project;
- manage any proposed changes to the manner in which the project is run;
- manage the time spent on the project;
- manage the financial spend/invoices during the previous period;
- act as the technical quality review panel for the work and outputs. Key outputs may be subject to external peer review. The Project Board will review all draft reports produced by sub-contractors, prior to acceptance;
- seek to resolve difference and disputes arising between the partners.

Project Board / Project Steering Group members:

██████████, Environment Agency
██████████, Natural England
██████████, FBA
██████████, FBA
██████████, FBA

Other representatives as deemed necessary by the three parties

Frequency of meetings:

Project board meetings will be held annually, or more frequently as deemed necessary by members of the project board.

8. Communication, publicity and delivery of outputs

All written communications and outputs are to be submitted in draft form to the Project Board for review and comment, prior to approval. E-mail communications are acceptable but the delivering partner is responsible for ensuring that the receiving partner does receive these in a timely manner, noting that the external gateways used for e-mails are not 100% reliable.

9 Environmental considerations

The partners will adopt a sound proactive environmental approach during the project, designed to minimise harm to the environment.

Considerations shall include:

- **paper use:** all documents and reports prepared in the project shall be produced wherever possible on recycled paper containing at least 80% post consumer waste and printed double sided;
- **travel:** use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links;
- **packaging:** should be kept to a minimum. Re-use and disposal issues must be considered;
- **efficient energy and water use;**
- **disposal of waste:** partners are responsible for the disposal of their own waste and should recycle where possible to minimise residual waste.

Appendix 2

Budget and Payment Schedule

	2020/21 £
Environment Agency funding to be paid on completion of deliverables	25,000
FBA funding ([REDACTED])	[REDACTED]
Total cost	[REDACTED]

Payments to be made quarterly in arrears.