



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Contract for the Provision of Veterinary Delivery Services A-C

Lot 3 – Devon & Cornwall

Project 24789

Ecm_60539

February 2021

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www.gov.uk/government/organisations/department-for-environment-food-rural-affairs
procurement@defra.gsi.gov.uk

SECTION 1

FORM OF CONTRACT

PARTIES:

- (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London, SW1P 3JR (the “**Authority**”);

AND

- (2) Farmcare Devon & Cornwall Ltd (registered in England and Wales under number 07958389 whose registered office is Penbode, Holsworthy, Devon, EX22 6HB (the “**Contractor**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

Following a competitive tender process, the Authority wishes to appoint the Contractor to provide certain services and goods and the Contractor agrees to provide those services and goods in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. TERMS OF CONTRACT

- 1.1 The “**Contract**” comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Schedule 1:	Specification
Schedule 2:	Prices
Schedule 3:	Change Control
Schedule 4:	Commercially Sensitive Information
Schedule 5:	Processing, Personal Data and Data Subjects
Schedule 6:	Non-Disclosure Agreement – NOT USED
Schedule 7:	Contractor and Third Party Software
Schedule 8:	Security Requirements, Policy and Plan

- 1.2 Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority’s electronic contract management system (“**Bravo**”).
- 1.3 The Contract starts on 1 March 2021 (the “**Commencement Date**”) and ends on 31 August 2024 (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.
- 1.4 The Authority may extend the term of the Contract until 31 August 2026 in such period or periods as the Authority may determine (each such period being an “**Extension**”). The terms of the Contract will apply throughout the period of any Extension.

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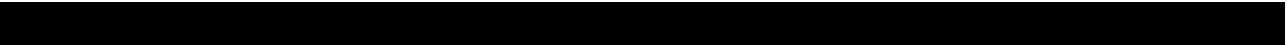
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TERMS AND CONDITIONS

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A GENERAL PROVISIONS

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Authorised Representative**” means the Authority representative named in the CCN as authorised to approve agreed Variations.

“**Authority Data**” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller.

“**Authority Premises**” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Contractor for the purposes of providing the Services.

“Authority System” means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

“BPSS” means the HMG Baseline Personnel Security Standard for Government employees.

“Bravo” has the meaning given in paragraph 1.2 of the Form of Contract.

“CCN” means a change control notice in the form set out in Schedule 3.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor's business and investment plans

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” has the meaning given in paragraph 1.1 of the Form of Contract.

“Contract Period” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule 7.

“Contractor System” means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly.

“Controller” has the meaning given in the GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“COVID-19” means the coronavirus disease declared as a pandemic by the World Health Organisation on 11 March 2020 and as detailed in the Coronavirus Act 2020.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

“Data Protection Officer” has the meaning given in the GDPR.

“Data Subject” has the meaning given in the GDPR.

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in

Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA 2018” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date the Contract ends set out in paragraph 1.3 of the Form of Contract.

“Equipment” means the Contractor's equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

“Extension” has the meaning given in paragraph 1.4 of the Form of Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding:

- (a) any industrial dispute relating to the Contractor or the Staff; or
- (b) any other failure in the Contractor's or a Sub-Contractor's supply chain; or
- (c) any epidemic or pandemic declared by the World Health Organisation; or
- (d) any acts of government directly resulting from COVID-19.

“Form of Contract” means Section 1 of the Contract.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Goods” means any goods supplied by the Contractor (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

"HMRC" means HM Revenue & Customs.

"ICT Environment" means the Authority System and the Contractor System.

"Information" has the meaning given under section 84 of the FOIA.

"Initial Contract Period" means the period from the Commencement Date to the End Date.

"Intellectual Property Rights" means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003.

"Key Performance Indicators" or "KPIs" means the quantifiable measurements used to gauge overall performance as detailed in the Specification and in Schedule 2 (Pricing).

"Key Personnel" mean those persons named in Schedule 9 as key personnel as at the Commencement Date.

"Know-How" means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

"KPI Failure" means a failure by the Contractor to meet the target performance level in respect of a Key Performance Indicator.

"Law" means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the relevant Party is bound to comply.

"LED" means Law Enforcement Directive (Directive (EU) 2016/680).

"Malicious Software" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

"Material Breach" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, D1, E1, E2, E3, E4, E7, E8 or E10.

"Measurement Period" means in relation to a Key Performance Indicator, the period over which the Contractor's performance is measured as detailed in the Specification.

"Month" means calendar month.

"NICs" means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” has the meaning given in the GDPR.

“Personal Data Breach” has the meaning given in the GDPR.

“Premises” means the location where the Services are to be supplied as set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract.

“Processor” has the meaning given in the GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it **“Property”** means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

“Purchase Order” means the document in which the Authority specifies the Services which are to be supplied by the Contractor under the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Contractor” means any third party supplier appointed by the Authority to supply any goods and/or services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

“Security Policy Framework” means the HMG Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Service Credits” means any amounts referred to in the Specification and calculated under the provisions of Schedule 2 (Pricing) due from the Contractor to the Authority in respect of a failure to meet any Key Performance Indicators.

“Services” means the services set out in the Specification (including any modified or alternative services).

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

“Tender” means the document submitted by the Contractor to the Authority in response to the Authority’s invitation to potential suppliers for formal offers to supply the Services.

“TFEU” means the Treaty on the Functioning of the European Union.

“Third Party IP Claim” has the meaning given to it in clause E8.7 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 7.

“Treaties” means the TFEU and the Treaty on European Union.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B17.1.

“Valid Invoice” means an invoice containing the information set out in clause C2.5.

“Variation” means a variation to the Specification, the Price or any of the terms or conditions of the Contract.

“VAT” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

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

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and
- (h) references to the Contract are references to the Contract as amended from time to time.

A2 The Authority’s Obligations

- A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

A3 Contractor’s Status

- A3.1 The Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.
- A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

A4 Notices and Communications

- A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- A4.2 If it is not returned as undelivered a notice served:
 - (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and

- (b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

[REDACTED]

[REDACTED]

[REDACTED]

- (b) For the Contractor:

[REDACTED]

[REDACTED]

[REDACTED]

A5 Mistakes in Information

A5.1 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A6 Conflicts of Interest

A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

A6.2 The Authority may terminate the Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B. THE SERVICES

B1 Specification

- B1.1 In consideration of the Contractor supplying the Services and the Goods the Contractor shall be paid the Price.

B2 Samples

- B2.1 If requested by the Authority, the Contractor shall provide the Authority with samples of Goods for evaluation and Approval, at the Contractor's cost and expense.
- B2.2 The Contractor shall ensure that the Goods are fully compatible with any equipment, to the extent specified in the Specification.
- B2.3 The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of the Contractor's obligations under the Contract.

B3 Delivery

- B3.1 Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. If the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor's suppliers or carriers at such place as the Authority or duly authorised person shall reasonably direct.
- B3.3 Any access to the Premises and any labour and equipment that may be provided by the Authority in connection with delivery shall be provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.4 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Contractor and its Sub-Contractors shall at all times comply with the security requirements of the Authority.
- B3.5 The Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- B3.6 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Contractor to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Authority.
- B3.7 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- B3.8 The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice. The Contractor shall provide free of charge all such facilities as the Authority may reasonably require for such inspection and examination. In this clause B3, Services include planning or preliminary work in connection with the supply of the Services.

- B3.9 If reasonably requested to do so by the Authority, the Contractor shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B3.10 Timely supply of the Goods and Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Contractor fails to deliver the Goods or Services within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Goods or Services, as applicable, and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

B4 Risk and Ownership

- B4.1 Subject to clauses B3.5 and B3.6, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Failure to meet Requirements)), pass to the Authority at the time of delivery.
- B4.2 Ownership in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1), pass to the Authority at the time of delivery (or payment, if earlier).

B5 Non-Delivery

- B5.1 On dispatch of any consignment of the Goods the Contractor shall send the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.
- B5.2 If the Authority has been informed in writing of the despatch of the Goods and, having been placed in transit, the Goods are not delivered to the Authority on the due date for delivery, the Authority shall, within 10 Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor to deliver substitute Goods free of charge within the timescales specified by the Authority or terminate the Contract in accordance with clause B3.10.

B6 Labelling and Packaging

- B6.1 The Contractor shall ensure that the Goods are labelled and packaged in accordance with the Contract.
- B6.2 The Contractor shall comply with the Packaging & Packaging Waste Directive (94/62/EC), implemented in the UK by the Packaging (Essential Requirements) Regulations 2003. The container in which the Goods are held shall be labelled with the Contractor's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- B6.3 The Contractor is responsible for the removal and disposal of all packaging materials from the Premises within the period specified by the Authority and at no cost to the Authority.
- B6.4 If no period for collection and disposal is specified by the Authority, the Contractor shall collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. The Authority shall be entitled to dispose of any packaging materials which have not been collected by the Contractor within those 10 Working Days or such other period specified by the Authority for collection. The Contractor shall be responsible for the payment of any costs incurred by the Authority in connection with its collection and disposal of that packaging material.

B6.5 The Contractor shall:

- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
- (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
- (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
- (d) if using wooden pallets or timber derived products for the packaging and supply of Goods, comply with the UK timber procurement policy and the provisions in clause D5;
- (e) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
- (f) if requested to do so, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

B7 Training

- B7.1 If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

B8 Provision and Removal of Equipment

- B8.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.
- B8.2 The Contractor shall not deliver any Equipment to or begin any work on the Premises without obtaining Approval.
- B8.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B8.4 Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
- B8.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.
- B8.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.
- B8.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B8.8 Within 20 Working Days following the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff.

B9 Goods Delivery

B9.1 The Contractor shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- (b) in accordance with Good Industry Practice; and
- (c) in compliance with all applicable Laws.

B9.2 The Contractor shall ensure the Goods:

- (a) conform in all respects with the Specification and, where applicable, with any sample approved by the Authority;
- (b) operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification;
- (c) conform in all respects with all applicable Laws; and
- (d) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority.

B10 Service Delivery

B10.1 The Contractor shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B10.2 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.

B10.3 If the Specification includes installation of equipment the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

- (a) accept the installation; or

- (b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B10.4 If the Authority rejects the installation pursuant to clause B10.3(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate the Contract with immediate effect by notice.

B10.5 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B10.3(a). Notwithstanding acceptance of any installation in accordance with clause B10.3(a), the Contractor shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B10.6 During the Contract Period, the Contractor shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the installation;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B11 Key Personnel

B11.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B11.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B11.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B11.4 The Authority shall not unreasonably withhold its agreement under clauses B11.2 or B11.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B11.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

B12 Contractor's Staff

B12.1 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

- B12.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B12.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B12.2 shall be final.
- B12.4 The Contractor shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B13 Inspection of Premises

- B13.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have complete due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B14 Licence to Occupy Premises

- B14.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B14.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B14.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.
- B14.4 The Contractor shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B14.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

B15 Property

- B15.1 All Property is and shall remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the

Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

- B15.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.
- B15.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B15.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B15.5 The Contractor shall be liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B16 Offers of Employment

- B16.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Contract without Approval.

B17 Employment Provisions

- B17.1 Not later than 12 Months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:
 - (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B17.1 (a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B17.1 (a), their job titles and qualifications;
 - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B17.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.
- B17.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Contractor.

- B17.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.
- B17.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
 - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
 - (c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.
- B17.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.
- B17.7 This clause B17 applies during the Contract Period and indefinitely thereafter.
- B17.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):
- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
 - (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal

course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT

C1 Price

- C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

C2 Payment and VAT

- C2.1 The Contractor shall submit invoices to the Authority on the dates set out in Schedule 2.

- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

- C2.3 The Contractor shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.

- C2.4 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

- C2.5 Valid Invoices shall include:

- (a) the Contractor's full name, address and title of the Contract;
- (b) (if Goods are included in the Specification) the name and quantity of the Goods delivered including batch numbers;
- (c) the Purchase Order number

and, if requested by the Authority:

- (d) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
- (e) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (f) identification of which individuals are Contractor's staff and which are Sub-Contractors;
- (g) the address of the Premises and the date on which work was undertaken;
- (h) the time spent working on the Premises by the individuals concerned;
- (i) details of the type of work undertaken by the individuals concerned;
- (j) details of plant or materials operated and on standby;

(k) separate identification of time spent travelling and/or meal or rest breaks; and

(l) where appropriate, details of journeys made and distances travelled.

- C2.6 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all workers take adequate meal or rest breaks.
- C2.7 The Authority shall not pay for plant which is not in use during a meal or rest break.
- C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.
- C2.9 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Contractor's rates and Contract Price must include such breaks.
- C2.10 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C2.11 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C2.12 The Authority shall pay only for the time spent by Staff working on the Premises.
- C2.13 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).
- C2.14 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C2.15 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C2.16 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.
- C2.18 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

ssd.apAPHA@defra.gsi.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.

- C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- C2.20 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice and the Contractor shall pay any undisputed sums which are due from it to a Sub-Contractor within such period.
- C2.21 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.21 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.22 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

- C3.1 If under the Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.
- C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price Review and During Extension

- C4.1 Subject to Schedule 2 and clause F6 (Variation), the Price shall be reviewed on each anniversary of the Commencement Date by reference to veterinary wage inflation using data from SPVS Limited (registered in England and Wales under number 9235623) whose registered office is at Unit 19a, Hatton Country World, Hatton, Warwick CV35 8XA or such other data source as may be agreed between the parties. In the event of the parties failing to reach agreement in relation to any variation to the Price, the matter shall be determined pursuant to the dispute resolution procedure.
- C4.2 Subject to Schedule 2 and clause F6 (Variation), the Price (as varied in accordance with clause C4.1) shall apply for the Initial Contract Period and until the end date of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. STATUTORY OBLIGATIONS

D1 Prevention of Fraud and Bribery

- D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- D1.2 The Contractor shall not during the Contract Period:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- D1.3 The Contractor shall, during the Contract Period:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.
- D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

D1.5 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

D1.6 If the Contractor is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

- (a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

D2 Discrimination

D2.1 The Contractor shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality and diversity policy as given to the Contractor from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

D3 Rights of Third Parties

D3.1 The provisions of clauses B17.5 and E8.3 confer benefits on persons named in such provisions (together "**Third Party Provisions**") other than the Parties (each person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").

D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any

person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D4 Health and Safety

D4.1 The Contractor shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy while at the Authority's Premises.

D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

D5 Environmental Requirements

D5.1 The Contractor shall in the performance of the Contract have due regard to the Authority's environmental, sustainable and ethical procurement policies ("**Environmental Policies**") which require the Authority through its procurement and management of suppliers to:

- (a) conserve energy, water, wood, paper and other resources and reduce waste;
- (b) phase out the use of ozone depleting substances;
- (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;
- (e) reduce fuel emissions wherever possible;
- (f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:

- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or

- (b) HFCs and other gaseous and non-gaseous substances with a high global warming potential

unless given written permission by the Authority to do so.

- D5.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.
- D5.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause D5.3.
- D5.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.
- D5.6 The Contractor shall comply with the minimum environmental mandatory standards in the "Government Buying Standards" and in addition where required by the Authority, comply with any relevant "Best Practice" and "Class Leader" standards in relation to any goods on that list which are supplied to the Authority by or on behalf of the Contractor under the Contract.
- D5.7 The Contractor shall:
 - (a) identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and
 - (b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.

E PROTECTION OF INFORMATION

E1 Authority Data

- E1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E1.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.

- E1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.
- E1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- E1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or
 - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- E1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

E2 Data Protection

- E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 5. The only processing that the Contractor is authorised to do is listed in Schedule 5 by the Authority and may not be determined by the Contractor.
- E2.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- E2.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- E2.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 5 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure

to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
- (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 5);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Contractor shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

- (a) receives a Data Subject Request (or purported Data Subject Request);

- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- E2.6 The Contractor's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.
- E2.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- E2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E2.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- E2.10 Each Party shall designate its own Data Protection Officer if required by the Data

Protection Legislation.

- E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- E2.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- E2.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Official Secrets Acts and Finance Act

- E3.1 The Contractor shall comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

E4 Confidential Information

- E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- E4.2 The Contractor hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- E4.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in substantially the form attached in Schedule 6 and, if applicable, incorporating the requirements of clause E2.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

- E4.4 If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.
- E4.5 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- E4.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- E4.7 Clause E4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:
- (a) for the purpose of the examination and certification of the Authority's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
 - (d) to any consultant, contractor or other person engaged by the Authority
- provided that in disclosing information under clauses E4.8 (c) and (d) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of

the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

- E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.
- E4.11 If the Contractor does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on notice to the Contractor.
- E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- E4.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.
- E4.14 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.12.

E5 Freedom of Information

- E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- E5.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
 - (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

E6 Publicity, Media and Official Enquiries

- E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

- E6.2 The Contractor shall use its reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.

E7 Security

- E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.
- E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.
- E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.
- E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:
- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
 - (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

E8 Intellectual Property Rights

- E8.1 All Intellectual Property Rights in:
- (a) the Results; or
 - (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

- E8.2 The Contractor hereby assigns:
- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses E8.1(a) and (b). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and

- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.3 The Contractor shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E8.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.

E8.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or Indemnified Person) arising from the performance of the Contractor's obligations under the Contract ("**Third Party IP Claim**"), provided that the Contractor shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

- E8.6 The Authority shall, at the request of the Contractor, afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3(d) i) and ii).
- E8.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.
- E8.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3(b) and G2.1(g)) use its best endeavours to:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority
- and if the Contractor is unable to comply with clauses E8.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice to the Contractor.
- E8.9 The Contractor grants to the Authority and, if requested by the Authority, to a Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority (or the Replacement Contractor) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

E9 Audit

- E9.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.
- E9.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.
- E9.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.
- E9.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for

the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

E10 Tax Compliance

- E10.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- E10.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Contractor shall:
- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
 - (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

- F1.1 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- F1.2 The Authority may by notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of such Goods. If the Authority rejects any of the Goods pursuant to this clause the Authority may (without prejudice to its other rights and remedies) either:
- (a) have such Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or

- (b) treat the Contract as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.

- F1.3 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause F1.2.
- F1.4 The issue by the Authority of a receipt note for delivery of the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Authority's acceptance of them.
- F1.5 The Contractor hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority shall within such period or within 25 Working Days thereafter give notice to the Contractor of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.
- F1.6 Any Goods rejected or returned by the Authority as described in clause F1.2 shall be returned to the Contractor at the Contractor's risk and expense.

F2 Monitoring of Contract Performance

- F2.1 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F2.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "**Review Date**"), the Authority shall carry out a review of the performance of the Contractor ("**Checkpoint Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.
- F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Checkpoint Review including the provision of data and information.
- F2.4 The Authority may produce a report (a "**Checkpoint Review Report**") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Contractor's obligations under this Contract.
- F2.5 The Authority shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Checkpoint Review Report.
- F2.6 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.

F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract identified by the Checkpoint Review Report, or those which result from the Contractor's failure to meet the Authority's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Authority.

F3 Remedies for inadequate performance

F3.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (a) terminate the Contract in accordance with clause H2.

F3.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

F3.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F3.3A If in any Measurement Period a KPI Failure occurs, Service Credits shall be deducted from the Price in accordance with the provisions of Schedule 2 (Pricing).

F3.4 If the Contractor has been notified of a failure in accordance with clause F3.3 the Authority may:

- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
- (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F3.5 If the Contractor has been notified of a failure in accordance with clause F3.3, it shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F3.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F3.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F3.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Contractor.

F4 Transfer and Sub-Contracting

F4.1 Except where clauses F4.6 and F4.7 both apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

F4.2 The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

F4.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E9 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.

F4.4 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:

- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;
- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F4.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.

F4.5 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

F4.6 Notwithstanding clause F4.1, the Contractor may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Contractor

(including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.6 shall be subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F4.7 and F4.8.

F4.7 If the Contractor assigns the right to receive the Price under clause F4.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F4.8 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment.

F4.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F4.10 Subject to clause F4.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F4.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F4.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F4.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):

- (a) the rights of termination of the Authority in clauses H1 and H2 shall be available to the Contractor in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F4.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable

steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

- F4.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

F5 Waiver

- F5.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4 (Notices and Communications).
- F5.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F6 Variation

- F6.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Variation subject to the terms of this clause 6.
- F6.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.
- F6.3 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Contractor to fulfil its obligations under the Contract without the Variation to the Specification; or
 - (b) terminate the Contract immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).
- F6.4 No Variation will take effect unless and until it is recorded in a validly executed CCN. Execution of a CNN shall be made via electronic signature as described in clause 1.2 of Section 1 of the Contract.
- F6.5 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN via Bravo and, on the date it communicates its acceptance of the CCN in this way, the Contractor shall be deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2.
- F6.6 The provisions of clauses F6.4 and F6.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations

may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F7 Severability

- F7.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F8 Remedies Cumulative

- F8.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F9 Entire Agreement

- F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

F10 Counterparts

- F10.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

- G1.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (c) any breach of clauses D1, E1, E2 or E4;
 - (d) any breach of Schedule 8; or
 - (e) any liability to the extent it cannot be limited or excluded by Law.
- G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the

presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

- G1.3 Subject to clause G1.1 the Contractor's aggregate liability in respect of the Contract shall not exceed the sum of £1 million for each occurrence or series of occurrences arising from a single event provided that the number of claims shall not be limited.
- G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.
- G1.5 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Contractor for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
 - (d) any compensation or interest paid to a third party by the Authority; and
 - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.6 Subject to clauses G1.1 and G1.5, neither Party shall be liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
 - (b) indirect, special or consequential loss.
- G1.7 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date for such period as necessary to enable the Contractor to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.
- G1.8 The Contractor shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.
- G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- G1.10 If the Contractor does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- G1.12 The Contractor shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Contractor, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

- G2.1 The Contractor warrants and represents on the Commencement Date and for the Contract Period that:
- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - (b) in entering the Contract it has not committed any fraud;
 - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Contractor to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
 - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
 - (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
 - (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
 - (h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
 - (i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

- ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

- G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.
- G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G3.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and

- ii) neither Party shall be liable for any Default arising as a result of such failure;
 - (b) the Contractor fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

- H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

- H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:
- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
 - (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
 - (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
 - (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
 - (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
 - (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.
- H1.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 Months of:
- (a) being notified that a Change of Control has occurred; or
 - (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,
- but shall not be permitted to terminate where Approval was granted prior to the Change of Control.
- H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:
- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (b) it is for any reason dissolved; or
 - (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or

- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction .

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;
- (c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

- H2.1 The Authority may terminate the Contract with immediate effect by notice if the Contractor commits a Default and:
- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
 - (b) the Default is not, in the opinion of the Authority, capable of remedy; or
 - (c) the Default is a Material Breach.
- H2.2 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination on Notice

- H3.1 The Authority may terminate the Contract at any time by giving 30 days notice to the Contractor.

H4 Other Termination Grounds

- H4.1 The Authority may terminate the Contract on written notice to the Contractor if:
- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - (b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
 - (c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
 - (d) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

- H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.

- H5.2 If Contract is terminated under clause H2 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Audit), F9 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

- H6.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.
- H6.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H7 Recovery upon Termination

- H7.1 On termination of the Contract for any reason, the Contractor shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and Services;

- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
- (c) immediately vacate any Authority Premises occupied by the Contractor;
- (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.

H7.2 If the Contractor does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

H8.1 Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Contractor indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.

H8.5 The Contractor shall allow access to the Premises in the presence of the Authorised Representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.

H8.6 If access is required to the Contractor's Premises for the purposes of clause H8.5, the Authority shall give the Contractor 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

H8.7 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

- H8.8 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause H10.

H10 Exit Procedures

- H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

- H10.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:

- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

- H10.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

- H10.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

H11 Knowledge Retention

- H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

- I1.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The

submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

- I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.
- I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.
- I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.
- I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the **“Mediator”**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

- 12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 have been completed save that:
- (a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7;
 - (b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7; and
 - (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Authority may consent as it sees fit.
- 12.7 If any arbitration proceedings are commenced pursuant to clause 12.6:
- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the **"Arbitration Notice"**) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
 - (b) the London Court of International Arbitration ("**LCIA**") procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 12.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - (e) the arbitration proceedings shall take place in London and in the English language; and
 - (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 - SPECIFICATION

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SCHEDULE 2 – PRICING SCHEDULE

ANNEXES

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SCHEDULE 1 – SPECIFICATION OF REQUIREMENTS

GLOSSARY OF TERMS

Unless the context otherwise requires, the following words and expressions used within this Specification of Requirement shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Active Performance Management” or “APM”	means the process of automatically applying sanctions (Service Credits) and incentives (Performance Premium) for persistent poor or exemplary performance respectively.
“Administrative Management Lead” or “AML”	means the Key Personnel Delivery Partner role responsible for day-to-day contact with the Authority and/or Subcontractors on matters of service delivery as described in Section 8.
“APHA”	means the Animal and Plant Health Agency, an Executive Agency of the Department for Environment, Food and Rural Affairs. Management of Contracts resulting from this procurement will be delegated to APHA.
“APHA’s Procedural Instructions”	means instructions for Official Veterinarians (OVs) and Approved Tuberculin Testers (ATT) to use when performing their official duties and set out at http://apha.defra.gov.uk/External_OV_Instructions/index.htm .
“APHA Vet Gateway”	means the portal for vets to access APHA's services, systems, operating and procedural instructions, guidance, news and intelligence on new and re-emerging animal health threats and found at http://apha.defra.gov.uk/vet-gateway/index.htm
“Appointed Contract Manager” or “Contract Manager” or “CM”	means the individual appointed by the Authority to monitor and oversee control of the Contract, and the point of escalation for solution or mediation of issues that cannot be resolved between the SLO and POV (and their Deputies) through routine contact.
“Approved	means a Veterinary Business with whom the Delivery Partner

Subcontractor” or “Subcontractor”	(DP) has a contractual relationship approved by the Authority to deliver services on their behalf.
“Approved Tuberculin Tester” or “ATT”	means a non-veterinary paraprofessional trained and approved by the Authority to conduct TB skin testing of Bovines in England under the instruction and supervision of an OV who is an Approved Veterinary Supervisor (AVS).
“Approved Veterinary Supervisor” or “AVS”	means an OV who holds the Official Controls Qualification (Veterinary) – Tuberculin Testing” who is responsible for instructing and supervising an ATT, as described in Section 8.
“Authority”	means collectively the Department for Environment, Food and Rural Affairs acting as part of the Crown, the Welsh Government, and the Animal and Plant Health Agency.
“Bovine”	means domestic cattle of the genus Bos, as well as buffalo and bison.
“Bovine Tuberculosis”	means Bovine Tuberculosis (TB) - an infectious disease of cattle. It is caused by the bacterium Mycobacterium bovis (M. bovis), which can also infect and cause TB in badgers, deer, goats, pigs, camelids (e.g. llamas and alpacas), dogs and cats, as well as many other mammals.
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Business as Usual” or “BAU”	means the normal conduct of business regardless of current circumstances, especially difficult events which pose a potential negative impact.
“Business Continuity and Disaster Recovery Plan” or “BCDR”	means a documented and tested plan to ensure that, in the event of a disruption, howsoever caused, the Contractor is able to maintain continuance of the Services to the Authority.
“Cattle Tracing System” or “CTS”	means the Rural Payment Agency register of cattle births, movements and deaths.
“Continuous Improvement Plan” or “CIP”	means the Contractors documented plan to drive service improvements to efficiency, quality, management, administration and value for money throughout the length of

	the Contract, as described in Section 16.
“Continuous Professional Development” or “CPD”	means the process of an individual continually maintaining, improving and broadening their skills, knowledge and personal qualities to help ensure they remain professionally competent.
“Contract”	means the contract between the Authority and the Delivery Partner for the Services.
“Contract Implementation Period”	means the period of time from award of the Contract until Contract commencement date.
“Contract Management Team” or “CMT”	means the APHA team with the Authority’s delegated responsibility for management of the Contract.
“County Parish Holding number” or “CPH number”	means an area of land within a county and parish identified by a unique reference number which comprises nine digits, the first 2 digits relating to the county, the next 3 relating to the parish and the last 4 digits being a unique number to the Keeper (e.g. 18/345/6789).
“Customer Service Centre” or “CSC”	means an APHA operational centre that delivers administrative functions to support internal and external customers across one or more business areas.
“Defra”	means the Department for Environment, Food and Rural Affairs.
“Deputy POV” or “DPOV”	means the Key Personnel Delivery Partner role responsible for supporting and deputising for the POV, as described in Section 8.
“Deputy SLO” or “DSLO”	means the Authority role responsible for supporting and deputising for the Supplier Liaison Officer.
“Delivery Partner” or “DP”	means the successful Tenderer(s) who have been awarded a Contract for Service on behalf of the Authority in a defined Geographical Region pursuant to the ITT.
“Disclosure and Barring Service” or “DBS”	means the organisation that reviews whether an individual should be barred from engaging in regulated activity.

“Dynamic Risk Assessment” or “DRA”	means the continuous process of identifying hazards, assessing risks and taking action to eliminate or reduce risk while carrying out associated tasks.
“EU”	means the European Union.
“Experienced OV” or “EOV”	means the Delivery Partner workforce role of an Official Veterinarian who meets the additional experience criteria described in Section 8.
“Fellow of the Royal College of Veterinary Surgeons” or “FRCVS”	means a veterinary surgeon who has been awarded a Fellowship by the Royal College of Veterinary Surgeons (RCVS).
“Full Time Equivalent” or “FTE”	means the unit of resource provided by an individual employed on a fulltime basis.
“Fully Managed Service” or “FMS”	means all associated aspects of the overall delivery of Services in a defined Geographical Region including Administrative and Supply Chain Management and Information, Communication and Quality Assurance Services, as described in Section 4.
“GDPR”	means the General Data Protection Regulations 2018
“Geographical Lot” or “Geographical Region”	means the region within England or Wales in which services under this Contract will be delivered, as described in Section 2.
“GB”	means Great Britain.
“Health and Safety Lead” or “HSL”	means the Key Personnel Delivery Partner role responsible for Health and Safety as described in Section 8.
“Her Majesty’s Revenue and Customs” or “HMRC”	means the UK’s tax, payments and customs authority.
“Holdings”	means an area of land where animals or livestock are located, kept or handled for example farms, livestock markets, assembly centres and slaughterhouses.
“H&S”	means Health and Safety.

“ibTB”	means the interactive TB outbreak mapping tool ‘Information bTB’ which can be found at https://ibtb.co.uk/
“Inconclusive Reactors” or “IRs”	means animals that have had a bovine TB result that is neither definitively clear nor positive.
“Information Technology” or “IT”	means systems (primarily computers and telecommunications) for storing, retrieving, and sending information.
“Intermediate TB Area of North Wales” or “ITBAN”	means the geographical area defined by Welsh Government as Intermediate TB Area of North Wales.
“ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“Keeper”	means the registered keeper of Bovine and/or Non-Bovine animals as the case may be.
“KPI”	means Key Performance Indicator.
“Member of the Royal College of Veterinary Surgeons” or “MRCVS”	means a vet currently registered with the Royal College of Veterinary Surgeons.
“Non-Bovine”	means farmed livestock not of the genus Bos, buffalo or bison, but does include Goats, Pigs, Sheep, Deer and Camelids.
“OCQ”	means Official Controls Qualification.
“OCQ(Animal Health Paraprofessional – ATT)” or “OCQ(AHP) – ATT”	means a specific OCQ qualification which para professionals are required to hold in order to act as an Approved TB Tester.
“Official Controls Qualification (Veterinary)” or “OCQ(V)”	means the qualification vets are required to hold in order to act as an Official Veterinarian. Each OCQ(V) has a suffix to describe the work area it covers (e.g. OCQ(V) – TT for Tuberculin Testing). There may be more than one OCQ(V) that is applicable to a work area, and more than one OCQ(V) required as some are prerequisites to others, as described

	on the Authority's national training providers website https://www.improve-ov.com/qualifications/about.php
"Overseas Territories"	means any territory that is under the jurisdiction and sovereignty of but does not form part of the United Kingdom.
"Official Veterinarians" or "OVs"	means veterinarians who have been appropriately trained and authorised to undertake statutory work on behalf of the Authority.
"Performance Management Framework" or "PMF"	means the model that the Authority will use to evaluate Contractor performance and against defined service standards, as described in Annex 2.
"Performance Management Report" or "PMR"	means the report issued to the Contractor on a monthly basis to detail their performance against KPIs, as described in Annex 2.
"Personal Protective Equipment" or "PPE"	means all equipment which is intended to be worn or held by a person at work and which protects him against one or more risks to his health or safety, and any addition or accessory designed to meet that objective.
"Pricing Schedule"	means the form, accessed via Bravo, in which Tenderers are required to submit their pricing information as part of a Tender.
"Principle Official Veterinarian" or "POV"	means the Key Personnel Delivery Partner role with overall responsibility for ensuring effective management and service delivery of the Contract as described in Section 8.
"Quality Assurance" or "QA"	means the process used to determine if the delivered service meets quality standards.
"Quality Assurance Lead" or "QAL"	means the Key Personnel Delivery Partner role with responsibility for Quality Assurance as described in Section 8.
"Reactors"	means animals that have given a positive reaction to a test for bovine TB.
"Royal College of Veterinary Surgeons" or "RCVS"	means the Royal College of Veterinary Surgeons, the regulatory body for Veterinary Surgeons in the United Kingdom. It is responsible for monitoring the educational,

	ethical and clinical standards of the veterinary profession.
“Rural Payments Agency (England) or “RPA”	means the government paying agency for rural grants and schemes in England.
“Rural Payments Wales” or “RPW”	means the government paying agency for rural grants and schemes in Wales.
“Sam System”	means the computer system that the Authority will use to commission and monitor the delivery of the Services.
“Scottish Government”	means the devolved government for Scotland.
“Services”	means the Services to be delivered by the Delivery Partner as set out in this Specification of Requirements.
“Single Economic Operator” or “SEO”	means any person or public entity or group of such persons and entities, including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market and is unique from other appointed Delivery Partners whose structure shall include all of the following features: • Individual company number; • Individual Head Office address; • Individual financial profile that meets (or with a suitable guarantee) the Authority’s qualifying financial criteria; • A minimum 60% Shareholding/ownership must be held by a unique individual or a unique organisation with unique Company Directors to any other Single Economic Operator appointed as a Delivery Partner; • Up to 40% shareholding/ownership can have commonality with other Single Economic Operators appointed as a Delivery Partner.
“Single Point of Contact” or “SPOC”	means a single person or team within the Delivery Partner organisation who are designated as the point of contact for all incoming communications.
“Staffing Pay number” or “SP number”	means the unique number issued by AHPA to an OV upon their approval as an OV.
“Strategic Relationship Management” or “SRM”	means the process of development and maintenance of a robust and meaningful relationship between the Authority and the Contractor in order to adopt practices and behaviours that improve delivery of service against Government objectives,

	and increase mutual value beyond that originally contracted, but still within the overall scope of the Contract, as described in Section 15.
"Subcontract"	means any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: a) provides the Services (or any part of them); b) provides any facilities necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Services (or any part of them)
"Supervisory OV" or "SOV"	Means an Experienced Official Veterinarian (EOV) with the management/supervisory experience as described in Section 8.
"Supplier Liaison Officer" or "SLO"	means the Veterinary Lead appointed by the Authority to be responsible for day-to-day interaction with the Contractor.
"Termination Assistance Period" or "TAP"	means the period: a) commencing where a notice of termination is served, on service of such notice; or b) commencing six (6) months prior to the Expiry Date of the Contract; c) ending one (1) calendar month after the Termination Date or Expiry Date, as the case may be.
"TB"	means Tuberculosis.
"TB Test"	means an authorised diagnostic test performed on an animal to aid in the diagnosis of TB.
"TB Tester"	means an Official Veterinarian (OV) or an Approved Tuberculin Tester (ATT) who is appropriately qualified and approved to undertake a TB Test on behalf of the Authority.
"Tenderer"	means anyone responding to the ITT and, where the context requires, includes a potential tenderer.
"UK"	means the United Kingdom.

“VDP”	means Veterinary Delivery Partnership.
“Veterinary Medicine Directorate” or “VMD”	means the executive agency of the Department of Environment, Food and Rural Affairs (Defra) responsible for monitoring and controlling how veterinary medicines are made and distributed
“Veterinary & Paraprofessional Training” or “VPT”	means the distance learning for Official Veterinarians and para-veterinary professionals through on-line training and assessment of a suite of Official Controls Qualifications (OCQs)
“Veterinary Technician” or “VT”	means an individual who is not a vet but has the experience and competencies as described in Section 8.
“Welsh Government”	means the devolved government for Wales.
“Working Day”	means any day other than a Saturday, Sunday or public holiday in England and Wales.

1. STRATEGIC OVERVIEW

- 1.1. The Animal and Plant Health Agency (APHA) is an Executive Agency of the Department for Environment and Rural Affairs (Defra) and delivers significant portions of the animal health and welfare policies of Defra, Welsh Government and Scottish Government across Great Britain (GB). One of its principal functions is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade. APHA uses a variety of Government paid veterinary services to help deliver the Government policies.
- 1.2. APHA has a critical role in the control and eradication of endemic diseases, most notably Bovine Tuberculosis (TB) - an infectious disease of bovines caused by *Mycobacterium bovis*, but which can also affect other mammals (Non-Bovines). The scale of infection and the cost make bovine TB one of the biggest challenges that the food and farming industry faces. The Authority is committed to eradicating bovine TB to support the food and farming industry and to reduce costs to farmers and taxpayers.
- 1.3. The Veterinary Delivery Partnership (VDP) Contracts represent the service delivery approach for TB testing to meet the objectives of both Defra's 25-year strategy (2013 – 2038) to eradicate TB and also the TB Eradication Programme of the Welsh Government. TB testing plays a crucial role in identifying infected herds and individual infected animals, thus helping to ensure the necessary controls are put in place and to help reduce further spread of the disease.
- 1.4. In addition to TB testing services, the Contracts will also provide APHA with additional veterinary services that are most appropriately delivered by local veterinary practices, as well as assisting in animal disease outbreaks and other emergencies through the provision of critical resource support.
- 1.5. Whilst value for money and ability to deliver a consistent quality assured service will be important, other factors, including the provision of a locally responsive service and the use of small businesses which support a sustainable livestock farming industry and wider rural economy will also be important.

2. SCOPE OF THE REQUIREMENT

Overview of the Veterinary Delivery Partnership

- 2.1 The first generation Veterinary Delivery Partnership (VDP) contracts were implemented in April 2015, and the Authority intends to build upon the success of the first generation contracts. Delivery Partners (DPs) will be appointed to six (6) Geographical Regions across England and Wales to deliver:
 - a) **SERVICE A – TUBERCULIN TESTING OF BOVINE AND NON-BOVINE ANIMALS:** A Fully Managed Service (FMS) for the provision of TB testing services within a specific Geographical Region;
 - b) **SERVICE B – ADDITIONAL VETERINARY SERVICES:** A FMS for the provision of Additional Veterinary Services (including Cymorth TB in Wales) that are appropriately delivered by local veterinary practices within a specific Geographical Region;
 - c) **SERVICE C – EMERGENCY SUPPORT SERVICES:** Provision of critical resource support within GB to enhance the national capability to respond to

animal disease outbreaks and other emergencies.

- 2.2 Services A and B will **not** be required in Scotland as the Scottish Government does not form part of the Authority for the purposes of these Contracts. TB testing services and other veterinary services in Scotland are commissioned separately. Deployment of veterinary and veterinary technical support services to Scotland under Service C may however be required.
- 2.3 The aims of continuing the VDP approach are to:
- a) Continue to maintain and work to improve the quality of TB testing in England & Wales, including enhanced communication, advice and guidance to farmers, and thus better support ongoing TB eradication activity;
 - b) Deliver a flexible package of veterinary and paraprofessional services to the Authority which can adapt to meet current and future needs, including tasks which are already commissioned;
 - c) Ensure costs for TB testing reflect the true market costs of delivery;
 - d) Demonstrate value for money of procured Official Veterinarian (OV) services;
 - e) Ensure experienced veterinary resource is made available by the DPs as part of the nationwide capability to respond to an animal disease outbreak or other emergencies;
 - f) Enable the Authority and DPs to better address substandard OV performance by establishing clear corrective action.
- 2.4 All Services shall be commissioned and instructed by the Authority as detailed in this Specification of Requirements.
- 2.5 All Services must be carried out by an individual with the appropriate Official Control Qualification (OCQ), authorised by APHA, except in specified circumstances by agreement with the Authority and where permitted by legislation. The list of OCQs and training available can be obtained from the Authority's appointed national training provider.
- 2.6 DPs must carry out relevant checks to ensure that all directly employed and/or Subcontracted staff deployed in delivery of the Services are legally permitted to work in the United Kingdom (UK), hold the correct OCQ for the task to be undertaken, and are otherwise capable of carrying out the Services. DPs must also verify the directly employed or Subcontracted staff's identity, ability to work in the UK, employment history and qualifications.
- 2.7 In addition to the above, as part of the requirement under Service C, the DP must provide evidence of health surveillance and baseline security clearance (Disclosure and Barring Service or Disclosure and Barring Scotland) for all directly employed and/or Subcontracted staff who are going to be deployed.
- a) Attaining this security clearance will be at the cost of the DP and their Subcontractors as appropriate, and is not chargeable to the Authority.
 - b) A baseline security clearance check needs only to be completed once for an individual, provided there is continued service to the DP, and the DP is satisfied that there is no change in an individual's criminal record. Continued service means to the same DP; an individual could move

between Subcontracted practices under the same DP without the need for a new check.

- c) The DP must maintain accurate records of security checks, copies of which may be requested by the Authority from time to time. The DP must only deploy individuals for Service C who have been security cleared.

2.8 DPs will be required to comply with the Authority's Performance Management Framework which includes Key Performance Indicators (KPIs) and a Service Credit Regime which are set out in Annex 2 and forms a condition of Contract. DPs will be required to monitor and report on performance of the Services as specified.

Geographical Regions

2.9 DPs will be appointed to six (6) Geographical Regions (Lots) across England and Wales.

2.10 A DP must meet the definition of a Single Economic Operator (SEO), as defined by the Public Contracts Regulations 2015, and specifically by:

- a) Holding an individual company number;
- b) Having an individual Head Office address;
- c) Having an individual financial profile that meets (or with a suitable guarantee) the Authority's qualifying financial criteria;
- d) A minimum 60% Shareholding/ownership must be held by a unique individual(s) or a unique organisation with unique Company Directors to any other SEO appointed as a DP;
- e) Up to 40% shareholding/ownership can have commonality with other SEOs appointed as a DP.

2.11 The maximum number of Geographical Regions which can be awarded to any one SEO using their unique SEO model is two (2) Lots, of which no more than one (1) of the Lots can be in Wales. This is because the Authority wish to mitigate the risk of economic failure of a Contractor.

2.12 Table A below provides the lists of counties that are included within each Geographical Region.

TABLE A - VDP Geographical Regions

Region No.	Description	Counties
1	North Wales	Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, North Powys (County of Montgomeryshire), Wrexham.
2	South Wales	Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Cynon Taff, Merthyr Tydfil, Monmouthshire, Neath and Port Talbot,

		Newport, Pembrokeshire, South Powys (counties of Radnorshire and Brecknock), Swansea, Rhondda, The Vale of Glamorgan, Torfaen.
3	Devon & Cornwall	Cornwall, Devonshire, Isles of Scilly.
4	Western England	Avon, Dorset, Gloucestershire, Herefordshire, Somerset, Wiltshire, Worcestershire.
5	South & Eastern England	Oxfordshire, Warwickshire, Northamptonshire, Leicestershire, Rutland, West Midlands, Derbyshire, Lincolnshire, Nottinghamshire, Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hampshire, Isle of Wight, Hertfordshire, Kent, Greater London, Norfolk, Suffolk, Surrey, East Sussex, West Sussex.
6	Northern England	Cleveland, Cheshire, Cumbria, Durham, East Riding of Yorkshire, Greater Manchester, Lancashire, Merseyside, North Yorkshire, Northumberland, Shropshire, South Yorkshire, Staffordshire, Tyne & Wear, West Yorkshire.

- 2.13 Appendix 1 to this Specification of Requirements contains a visual representation of each Geographical Region as described in Table A above.
- 2.14 There are no guaranteed volumes of work to be offered, and DPs should expect volumes to fluctuate due to changes in disease prevalence, Government policy and other influencing factors. Policy or legislative changes may also dictate the need for adjustments to the Services being delivered.
- 2.15 Historic volumes of work for Service A and Service B are included in Annex 1, and the Authority has provided some indication of potential future demand. This data is based upon extrapolating historic trends and any known policy commitments at the time of tendering. It does not represent any commitment from the Authority, and DPs are expected to ensure that their Contract rates are sustainable and can accommodate variances in demand for the Services.
- 2.16 The Contract does not give a DP and/or their Approved Subcontractors an exclusive right to carry out the Services and, in particular, the Authority reserves the right to retain certain tasks in house or otherwise to procure the Services separately.

3. STANDARDS AND REGULATIONS

- 3.1 The DP and/or their Subcontractors shall ensure that all work is carried out in accordance with all relevant legislation as reflected in APHA's Procedural

Instructions, including but not limited to the following legislation (as amended from time to time):

- a) The Animal Health Act 1981
- b) The Tuberculosis (England) Order 2014
- c) The Tuberculosis (Wales) Order 2010
- d) The Tuberculosis (Camelid and Deer) (England) Order 2014.
- e) The Tuberculosis (Wales) Order 2011
- f) The Tuberculosis Testing and Powers of Entry (Wales) Order 2008
- g) The Movements of Animals (Restrictions) (England) Order 2002.
- h) The Movements of Animals (Restrictions) (Wales) Order 2003
- i) The Veterinary Surgery (Testing for Tuberculosis in Bovines) Order 2005
- j) The Cattle Identification Regulations 2007
- k) The Cattle Identification (Wales) Regulations 2007
- l) The Brucellosis (Wales) Order 2006
- m) The Brucellosis (England) Order 2015
- n) The Anthrax Order 1991

- 3.2 DPs and/or their Subcontractors shall ensure that all Services are carried out in accordance with APHA's Procedural Instructions (as amended from time to time) which are set out on the APHA Vet Gateway:
http://apha.defra.gov.uk/External_OV_Instructions/index.htm.
- 3.3 OVs must carry out all work in accordance with the Policy for Authorisation of Official Veterinarians (OVs) in Great Britain (OV13).
- 3.4 ATTs must carry out work in accordance with the Policy for APHA Authorisation of Approved Tuberculin Testers in England (TR541).
- 3.5 DPs and their Subcontractors shall comply with all relevant legislation relating to health and safety of employees (including Subcontractors), customers and members of the public, including but not limited to The Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 (as amended from time to time). DPs and their Subcontractors must have a Health & Safety policy that covers at least the minimum standards laid out in the above legislation. Work must not be carried out in contravention of this legislation.
- 3.6 It is the DP's responsibility to ensure that they and/or their Subcontractors carry out the generic risk assessments and introduce control measures to ensure compliance with the foregoing and any other relevant legislation, and which comply as a minimum with the relevant APHA Risk Assessments, which will be provided to DPs upon Commencement of the Contract.
- 3.7 DPs must help to minimise the risk of disease occurring and/or spreading, help manage any risks to human health, safeguarding the health and welfare of animals and protecting the viability of businesses by adopting appropriate biosecurity measures, these must be the equivalent of the currently published Defra and Welsh Governments Standards as a minimum.

4. FULLY MANAGED SERVICE

Overview of the Fully Managed Service

- 4.1 DPs are expected to provide the Authority with a Fully Managed Service (FMS) to comprehensively meet the provisions of this Specification of Requirements for Services A, B and C. In addition to the service specific requirements detailed in Sections 5, 6 and 7, DPs are responsible for all associated aspects of the overall delivery of Services in their Geographical Region including, but not limited to:

a) Supply Chain Management:

- i) Supply chain sourcing and procurement;
- ii) Management, monitoring and control of Subcontractors;
- iii) Supply chain planning – to ensure sufficient resources to deliver the Services;
- iv) Resource Management (veterinary / technical / administrative);
- v) Maintain a list of all veterinary and paraprofessional staff and their relevant qualifications required to carry out the work;
- vi) Supply chain contingency planning;
- vii) Supply chain communications.

b) Administrative and Operational Management:

- i) Provide and maintain a 24/7 single point of contact (SPOC) telephone system;
- ii) Allocation of work commissioned by the Authority, in accordance with the relevant provisions below;
- iii) Be responsible and accountable for the provision of qualified, authorised and competent directly employed staff and staff employed by their Subcontractors to perform the Services;
- iv) High quality Administrative and Customer Support services for engagement with Keepers, Subcontractors, other DPs and the Authority;
- v) Maintain and monitor customer correspondence and complaints;
- vi) Maintain auditable financial invoice controls;
- vii) Facilitate visits from external auditors as required by the Authority;
- viii) Provide Key Personnel, as specified in Section 8 below, who will be responsible for the overall management of Services;
- ix) Ensure continuity of delivery of Services, including well established and trialed contingency plans in case of any unforeseen disruptions;
- x) Engage in appropriate continuous improvement activities that further promote efficient and effective delivery of the Services, and that provide improved value for money for the Authority;
- xi) Demonstrate a commitment to general Government aims concerning environmental protection, sustainability and working towards zero carbon emissions.

c) Information and Communication Services:

- i) Data security and management, including adherence to the General Data Protection Regulations (GDPR);
- ii) Information systems management;
- iii) Communication services management;
- iv) Accurate and high quality reporting to the Authority (in accordance with Section 12).

d) Quality Assurance Services:

- i) As specified in Section 9 of this Specification of Requirements.

- 4.2 The Authority will not be liable for any separate FMS start-up costs, or any other costs that are not factored into the costs for the provision of the Services that are detailed in Schedule 2.
- 4.3 The delivery of Services shall be monitored through effective contract management and governance (as detailed in Section 14), and by the Performance Management Framework (PMF) as described in Section 13 and in Annex 2.

Overview of Subcontracting Requirements

- 4.4 Within each Geographical Region the DP is required to offer work and Subcontract any eligible veterinary business that wishes to offer OV services to the Authority, subject to the minimum criteria set out in clause 4.17 below. DPs may also employ OVs directly or engage with self-employed individuals as Subcontractors.
- 4.5 DPs are permitted to recruit Subcontractors that can offer OV services that meet the demands of Service A and/or Service B within their Geographical Region. All Subcontractors are however expected to contribute towards the requirements of Service C (see Section 7 below).
- 4.6 DPs are responsible for ensuring that their Subcontractors deliver Services in accordance with all relevant provisions of this Specification of Requirements and the associated terms and condition of Contract.
- 4.7 DPs must provide advance copies of any proposed Subcontractor agreements (including any standard or alternative versions) for approval by the Authority prior to issue and/or amendment. The Authority will confirm or decline approval within one (1) calendar month.
- 4.8 As part of the Reporting Arrangements outlined in Section 12 of this Specification of Requirements, DPs are required to submit an updated list of all Subcontracted businesses and a list of any individual OVs and ATTs directly employed by the DP to the Authority's Appointed Contract Manager whenever it is amended (i.e. a new Subcontractor is approved by the Authority and joins the DP). Alternatively this may be facilitated by a secure real-time shared document storage solution that may be agreed with the Authority.
- 4.9 DPs must ensure that Subcontracting agreements contain robust and adequate systems for managing risk, quality assurance and performance management.
- 4.10 DPs must also ensure processes are in place to facilitate the handling of complaints by any of their Subcontractors, Keepers or other DPs.
- 4.11 For complaints received directly by the Authority, an APHA Area Senior Veterinary Manager (AVSM) will determine the most appropriate level of DP involvement depending on the nature and severity of the issue being reported. The DP will be required to either :
 - a) Complete an initial investigation and report the findings to APHA for further review;

- b) Complete the full investigation and report the outcome to APHA;
- c) Assist the Authority with investigations carried out by the AVSM.

4.12 An escalation process to the Authority should allow any substantive complaint by Subcontractors, Keepers or other DPs to directly contact the Authority without fear or favour should any substantive complaint not be handled by the DP to the satisfaction of the complainant. In such circumstances the Authority's determination will be final.

Appointment, Suspension and Termination of Subcontractors

- 4.13 Upon receipt of a request from a veterinary business to become an Approved Subcontractor within a Geographical Region, DPs must assess the business against the minimum eligibility criteria stated below as soon as reasonably possible. DPs should then submit an evidence-based recommendation to the Authority's Appointed Contract Manager which proposes whether to appoint the veterinary business as an Approved Subcontractor, or whether to decline the application.
- 4.14 DPs shall not take on any veterinary business as a Subcontractor if there is evidence of any unreasonable conduct on the part of the business, or for any other good reason (as exercised in the reasonable opinion of the Authority and subject to the prior written agreement of the Authority).
- 4.15 DPs should subsequently seek the written approval of the Authority if it is proposed to suspend or terminate a Subcontract with a veterinary business.
- 4.16 The Authority commits to responding to any DP recommendations to appoint, suspend or terminate a veterinary business as a Subcontractor within ten (10) Working Days with approval or otherwise, unless (in the opinion of the Authority) more time is required to consider the recommendation for exceptional reasons.

Eligibility of Veterinary Businesses

- 4.17 In recommending the appointment of a veterinary business as a Subcontractor, DPs should assure the Authority that any prospective Subcontractor meets all the following minimum eligibility criteria:
- a) The business holds sufficient Employers' Liability, Public (Third Party) Liability and Professional Indemnity Insurance for the work that they undertake;
 - b) The business employs sufficient OVs, (at least one), with the OCQ(V)s required to carry out the Services;
 - c) The business implements a suitable biosecurity policy that is consistent with the standards referred to in Section 3 above when visiting farm locations and Holdings;
 - d) The business implements a health and safety policy for farmed livestock, and in particular for handling Bovines, and which is consistent with the Health & Safety standards referred to in Section 3 above;
 - e) The business has sufficient Information Technology (IT) capability to receive work, access information and report results, including use of APHA's Sam system (as defined in Section 11);
 - f) The business has a system of quality assurance of the standard of OV work in place based on the principles of clinical governance in the current UK Royal College of Veterinary Surgeons (RCVS) Code of Professional

- Conduct, and which comply with the minimum standards for quality assurance that are published on the APHA Vet Gateway;
- g) The business effectively manages the performance of its staff including assessing their performance when carrying out OV work and taking corrective action in the event of poor performance. The business should also be fully willing to comply with the Performance Management principles of this Specification of Requirements;
 - h) The business must undertake to handle tuberculin and any other veterinary medicines used in the delivery of this Contract in accordance with the Summary of Product Characteristics published by the Veterinary Medicines Directorate (<https://www.vmd.defra.gov.uk/ProductInformationDatabase>);
 - i) The business is willing to contract with the DP on terms and conditions and at rates that the DP uses for similar businesses in the Geographical Region, doing the same work or on such other terms and rates as may reasonably be agreed between the DP and the business.

Commissioning of Services

- 4.18 The Authority expects that the majority work within a Geographical Region and within the scope of Services A, B and C respectively will be commissioned from and delivered by the relevant DP and/or their Approved Subcontractors.
- 4.19 APHA may keep a proportion of work in-house. No reason will be given for individual cases but the rationale may include maintaining expertise, ensuring the efficient use of APHA's own resources, handling complex cases, assuring quality and managing risks.
- 4.20 Work will generally be allocated to the DP's Geographical Region within which the CPH number for the livestock are based, although CPH's that do not fit exactly within a Geographical Region and/or cross boundaries may be allocated differently.
- 4.21 All work commissioned under Service A will be instructed via the Authority's Sam system. See Section 5 below for further information on Service A.
- 4.22 The majority of work commissioned under Service B will be instructed via Sam, with some requests supported by additional email, submission of forms or telephone request from an authorised member of the Authority. Other work may be commissioned by alternative means, but at least with email confirmation from the Authority. See Section 6 below for further information on Service B.
- 4.23 All work commissioned under Service C will be formally instructed, in writing, by APHA's Contract Management Team. Even if an initial request is made by telephone, it will always followed by email confirmation. See Section 7 below for further information on Service C.
- 4.24 The Authority will not pay for any work that has not been properly commissioned, as outlined above and within Sections 5, 6 and 7 respectively.
- 4.25 DPs shall provide a SPOC for their Geographical Region for use by the Authority by operating a twenty-four (24) hour telephone system that must be answered by a person appropriately authorised by the DP seven (7) days a week. This SPOC will only be used by the Authority for the commissioning of urgent work under Service B or C by authorised members of the Authority. DPs should also provide a SPOC

email address for written confirmation of the Services to be commissioned.

- 4.26 DPs and/or their Subcontractors shall not charge the Keeper for undertaking any Services that are instructed by the Authority under this Contract nor impose any charges on the Keeper where the instructed work cannot be undertaken for any reason.
- 4.27 Notwithstanding clause 4.26 above, subject to prior written agreement with the Keeper, the DP and/or their Subcontractor may provide or facilitate additional provisions (e.g. animal handling equipment or herdsman) to assist with the delivery of Services commissioned by the Authority in a safe and efficient manner, for which the Keeper may be charged. This will be a private arrangement between the DP and/or their Subcontractor and the Keeper, but APHA must be notified in advance in all cases where this occurs, and a record of the Keeper's written agreement must be retained by the DP for the duration of the Contract.
- 4.28 DPs and their Subcontractors are responsible for working with the Keeper to complete the Services commissioned within the specified date period. Where the DP and/or their Subcontractor have concerns, e.g. Health and Safety, these must be raised and discussed with the Keeper, in advance wherever possible, who should then be asked to take corrective measures to facilitate the completion of the Services within the specified time.
- 4.29 In exceptional circumstances where the situation cannot be resolved the DP may request that the Authority relieve them of their obligations to complete the particular work instruction. Any such requests must be supported by full evidence and justification and will be considered by the Authority on a case by case basis.
- 4.30 The following additional exceptions may also result in the DP and/or their Subcontractor being unable to complete Services that have been commissioned by the Authority:
- a) Withdrawal of work: In exceptional circumstances APHA may withdraw work after it has been allocated to the DP and/or a Subcontractor and reserve the right to do this at short notice. The DP will be notified of the decision and provided with the reason for withdrawal.
 - b) Inefficient or inadequate handling facilities preventing the proper commencement of the work: The DP and/or Subcontractor must provide information to Keepers on the standards of handling facilities expected at the time of booking the work. The Keeper must comply with all reasonable requirements of an OV or Approved Tuberculin Tester (ATT) to facilitate the identification and examination of the animal(s), the application and the reading of any test, and in particular must arrange at the Keeper's own expense for the collection, penning and securing of the animal(s) if so required. If the Keeper fails to comply with these requirements, then the DP and/or their Subcontractor may decline to do the work and the Keeper will be responsible for any adverse consequences (e.g. monetary penalties or killing of untestable animals). The DPs and/or their Subcontractors must make every attempt to ensure that the facilities are suitable prior to attending the farm. However where facilities are found to be unsuitable on arrival, the work must not commence unless and until corrective action has been taken by the Keeper. A Per Instruction fee will be paid in any

circumstances where corrective action has not been possible, however there will be no additional payment over and above this fee.

c) Abandonment: The DP and/or Subcontractor may need to abandon the work once it has commenced. This includes but is not limited to:

- i) Failure of equipment;
- ii) All or some animals are found to be too wild to be safely tested or examined in the facilities provided;
- iii) Abusive or threatening behaviour (verbal or physical) towards the OV or ATT or any accompanying person;
- iv) Other Health and Safety risks or issues identified;
- v) Where the Keeper's action or inaction results in undue delay at any stage of the work;

For work commissioned under Service A the Authority will pay the DP a Per Instruction Rate and the Per Head Rate for any animals injected on day one (1) of the test where it has been necessary to abandon a test for good reason. For work commissioned under Service B the Authority will pay the DP a Per Instruction Fee and the Hourly Rate for any time spent. The OV or ATT must inform APHA of the circumstances of the abandonment so a record can be made and for payment via invoice to be processed.

- d) Keeper chooses private arrangement (only applicable in England): If the Keeper elects to pay an OV at a commercial rate and at their own expense then the DP will not be paid for the work. The DP is to notify APHA immediately if this is confirmed with the Keeper, so that the work can be recalled for reallocation, removing DP responsibility. Keepers in Wales are not permitted to have Government funded statutory TB Tests conducted by a veterinary business that is not an Approved Subcontractor to the DP in the Geographical Region for their location, therefore this exception is only applicable in Geographical Regions in England.
- e) Keeper's refusal: In situations where the Keeper refuses to have the testing or examination undertaken, or where the Keeper refuses to have DNA ear tags attached to Reactors and Inconclusive Reactors (IRs).
- f) Force majeure: Will apply where the DP and/or their Subcontractor is unable to perform the Services due to circumstances outside of their reasonable control (as more particularly defined within G3 of the terms and conditions of Contract).

4.31 When the DP declines to carry out work for any of the reasons detailed above, or due to any other exceptional circumstance then they must notify the Authority immediately, clearly stating the reasons for not being able and/or willing to complete the work, and submitting any supporting evidence in writing. The Authority reserves the right to reject the DP's justification and to request the work is completed as instructed. Any further refusal by the DP in such circumstances would be considered a default under the terms and conditions of Contract.

4.32 Where any work commissioned cannot be completed for other reasons, e.g. insufficient time was allowed for the work by the DP or Subcontractor, accident,

injury or illness preventing the work being completed as planned, the DP and/or Subcontractor shall return to complete the work at a later date or time unless otherwise agreed with the Authority. Any work commissioned under Service A that is partially completed shall be submitted as a part test for the animals tested, and no payment will be made for the work until it has been fully completed.

- 4.33 The DP must operate a transparent appeal process for Keepers to challenge decisions whereby the DP and/or their Subcontractor has declined to carry out work, and the appeal must be considered by someone impartial and independent from the person who took the original decision. Any such appeals must be reported to the Authority for information in accordance with Section 12. As per clause 4.29 above, escalation to the Authority may be required.
- 4.34 It is the DP's responsibility to ensure that there are sufficient resources available within their Geographical Region to meet the peaks and troughs in demand for Services, and to cater for periods of the year when demand for staff holidays and/or levels of absence are higher.
- 4.35 DPs are required to ensure that all work commissioned is completed within the specified deadlines. Failure to do so may result in Contract default under the terms and conditions of Contract, unless the reason for the work not being completed on time is outside of the DP's reasonable control, in the opinion of the Authority.
- 4.36 A DP may arrange for the transfer of work commissioned to the DP who holds the Contract for a neighbouring Geographical Region where there are good practical reasons to transfer responsibility near regional boundaries. Any such transfer should be first agreed between the two DPs, and then approved by APHA. Where such an agreement is reached, APHA will update the Sam system to record the amended relationship as the new default for the herd. APHA will make arrangements, on Sam, to default the work for that CPH to the newly agreed DP, after which the new DP will take on responsibility for the work being carried out.

Allocation of Work

- 4.37 For the duration of the Contract, the DP is responsible for identifying and maintaining a record of each Keeper's preferred veterinary business from the DP's list of available Subcontractors within their Geographical Region.
- 4.38 A Keeper is entitled to express a different preferred veterinary business for Services A and B respectively. A Keeper may also state a preference for a DP's own directly employed veterinary or veterinary technical staff. No preferred veterinary business is required to be recorded for Service C as deployment will be determined by the Authority.
- 4.39 DPs shall ensure that the Authority is kept informed of Keeper's preferred veterinary business, with any changes in preferences reported at least on a monthly basis.
- 4.40 DPs shall have a robust system for managing any changes in a Keeper's preferred veterinary business. This shall be:
 - a) be customer-focused – the priority should be to meet and respect the Keeper's preference wherever possible, and subject to the provisions of clauses 4.41 and 4.42 below;

- b) ensure the validity of the request – only the registered animal Keeper should be permitted to request a change in preferred veterinary business to provide the Services;
- c) not result in any undue delay in processing the request (e.g. it is reasonable that DPs may not be able to facilitate a change in preference within days of a testing deadline, however it should be progressed in readiness for the following test);
- d) be a recorded process, with records readily available for review, audit or as part of an escalation or appeal to the Authority by either the Keeper or any of the veterinary businesses involved.

4.41 DPs must only allocate work to Approved Subcontractors - veterinary businesses with whom they have an approved contractual relationship, subject to the provisions of 'Appointment, Suspension and Termination of Subcontractors' and 'Eligibility of Veterinary Businesses' above. If a Keeper expresses a preference for a veterinary business with whom the DP has no contractual relationship and the Keeper is unwilling to accept any alternative Approved Subcontractor within the DP for the delivery of Services on their holding, the DP must follow the provisions of clause 4.30 (d) and/or (e) above as appropriate.

4.42 In allocating Services commissioned by the Authority, DPs must observe the following cascade of priorities:

- a) If the Authority has directed that a particular veterinary business or individual OV or ATT must or must not be used for the Services in question then that must be respected;
- b) If the Keeper has expressed a prior preference for a particular veterinary business to deliver the Services then that should be respected, as long as:
 - i) the preferred veterinary business is an Approved Subcontractor to the DP;
 - ii) the preferred veterinary business is capable of delivering the Services by the prescribed deadline as instructed by the Authority;
 - iii) the preferred veterinary business has appropriately qualified staff to deliver the Services being commissioned;
 - iv) the Authority has provided no prior reason that the preferred veterinary business should not be used;
 - v) there is no conflict of interest that cannot otherwise be appropriately managed.
- c) Where a Keeper has not stated a preferred veterinary business, or the preferred veterinary business does not have the capacity to complete the Services within the required deadline, the DP should select the nearest available Approved Subcontractor to the holding with capacity to deliver the Services commissioned on a case by case basis, or else use directly employed staff where no suitable Subcontractor is available.

Subcontracting of Delivery Partner Responsibilities

4.43 In addition to Subcontracting for the delivery of work commissioned by the Authority under Services A, B and C, a DP may also seek the Authority's approval to Subcontract other aspects of the overall FMS requirements as defined within this

Specification of Requirements.

- 4.44 Depending on the aspects of the FMS that the DP intends to Subcontract, it should demonstrate to the Authority that the proposed Subcontractor can meet standards that are fully comparable and consistent with those that the DP itself has had to meet in order to demonstrate its suitability to manage the Contract.
- 4.45 DPs should submit an evidence-based recommendation to the Authority's Appointed Contract Manager to propose the appointment of a business as an Approved Subcontractor for clearly defined aspects of the FMS.
- 4.46 DPs shall not take on any business as a Subcontractor if there is evidence of any unreasonable conduct on the part of the business, or for any other good reason (as exercised in the reasonable opinion of the Authority and subject to the prior written agreement of the Authority).
- 4.47 DPs should subsequently seek the written approval of the Authority if it is proposed to suspend or terminate a Subcontract with a business that is delivering defined aspects of the FMS. The DP should clearly state how they intend to mitigate the suspension or termination of the Subcontractor that has been delivering aspects of the FMS so as to ensure the successful continuation of Services.
- 4.48 The Authority commits to responding to any DP recommendations to appoint, suspend or terminate a business as a Subcontractor for defined aspects of the FMS within twenty (20) Working Days with approval or otherwise, unless (in the opinion of the Authority) more time is required to consider the recommendation.

5 SERVICE A – TUBERCULIN TESTING OF BOVINE AND NON-BOVINE ANIMALS

- 5.1 In the Tuberculosis (England) Order 2014 and The Tuberculosis (Wales) Order 2010 (as amended), "bovine animal" means domestic cattle of the genus Bos, as well as buffalo and bison; all are referred to as cattle or animals in this section.
- 5.2 Non-Bovine species are covered under separate pieces of legislation:
 - 5.2.1 In England the relevant legislation for Camelids and Deer are covered under the Tuberculosis (Camelid and Deer) (England) Order 2014. In Wales the Tuberculosis (Wales) Order 2011 covers Camelids, Deer and Goats. Camelids are defined as any species of South American Camelid, including llama, alpaca, vicuna and guanaco. The England Order defines: "deer" as "any species that are managed by a Keeper (including deer that are managed on enclosed park land).
 - 5.2.2 In England the relevant legislation for sheep, goats and pigs is the Movements of Animals (Restrictions) (England) Order 2002. In Wales sheep and pigs are covered under the Movements of Animals (Restrictions) (Wales) Order 2003. Both cover all mammals except man, plus all four-footed beasts that are not mammals.
 - 5.2.3 Testing of the following species requires the TB Tester to be appointed by APHA as a Veterinary Inspector under the Animal Health Act 1981 and as

such an OV must apply to become temporarily appointed as an inspector in the event that they are required to test such species:

- a) In England, camelids, deers, goats, sheep and pigs;
- b) In Wales, sheep and pigs.

- 5.3 All Services must be undertaken in full compliance with the requirements of the applicable legislation (see Section 3 above), as well as the relevant training and current procedural instructions. See link to external OV instructions. (<http://apha.defra.gov.uk/vet-gateway/index.htm>)
- 5.4 Veterinary Surgeons undertaking tuberculin testing must hold a valid OCQ(V) - ES and OCQ(V) - TT and be authorised by APHA as an OV under these qualifications.
- 5.5 Paraprofessionals undertaking TB Testing must hold a current OCQ(AHP) – ATT and be authorised as an ATT by APHA. ATTs are only currently permitted to work within Geographical Regions in England and can only test Bovines.
- 5.6 ATTs can carry out all Bovine TB Test types with the exception of TB Tests required for export purposes including germplasm. If an ATT carries out the TB Test of an animal and further testing is required for export purposes, this cannot be carried out until at least sixty (60) days from the previous tuberculin injection date. The DP and/or their Subcontractor shall ensure that:
 - a) the Keeper is consulted prior to an ATT carrying out a TB Test to ensure that the Keeper is aware of the implications for export;
 - b) an OV carries out the testing of any animals where they are notified in advance that the TB Test is required for export purposes in the sixty (60) days following the tuberculin injection date.
- 5.7 Throughout this Specification of Requirements, Veterinary Surgeons or Paraprofessionals authorised to undertake tuberculin testing are hereafter referred to collectively as TB Tester, unless otherwise specified.
- 5.8 The TB Tester is responsible for undertaking their own dynamic risk assessment (DRA) and holds overall responsibility for ensuring that a TB Test they are conducting is carried out in a safe manner for all concerned. A DRA is not expected to be written, but rather it consists of on-the-spot decision-making and should be considered in terms of putting in place controls for managing dynamic situations in which the TB Tester may find themselves or others helping to facilitate the TB Test. It should be a continuous assessment of risk prior to, during and after a TB Test. If the TB Tester becomes concerned they should immediately stop the TB Test and assess whether corrective action can be taken to mitigate the risk, through discussion and agreement with the Keeper as required. If this is not possible then the provisions of clause 4.30 (c) apply. ATTs must consult with their Approved Veterinary Supervisor where the situation cannot be resolved.
- 5.9 Furthermore, DPs, their Subcontractors and individual TB Testers should all ensure that high standards of health and safety and risk management are observed during any TB Test. Mitigating measures should be employed wherever possible to reduce the inherent risks involved. DPs and/or their Subcontractors are expected to carefully and considerately manage the time an individual TB Tester spends on farm, demonstrably paying greater attention to the risks involved if an individual

spends longer than eight (8) hours in any twenty-four (24) hour period engaged in TB Testing activity. This is of particular concern as this may be in addition to any travel time required to/from the location of the test, and any breaks in testing activity that extend the total time on farm.

- 5.10 APHA will use the Sam computer system to commission TB Tests in accordance with Section 11 of this Specification of Requirements.
- 5.11 For camelids (any species of South American camelid, including llama, alpaca, vicuna and guanaco) in some circumstances APHA will create two work schedules in Sam: one related to the skin TB test (TT1) and one to the antibody test. The antibody test must be carried out ten (10) to thirty (30) days following the TB skin test.
- 5.12 The TB Test date, time and name of the TB Tester should be input into Sam as soon as confirmed, and a minimum of 2 Working Days prior to day one (1) of the test (TT1) taking place and immediately updated if it changes. This will enable field auditing, either by the DP and/or by the Authority, in addition to joint inspections (e.g. with the Local Authority and/or Rural Payments Agency (England) (RPA) and/or Rural Payments Wales (RPW) of the Welsh Government) where appropriate.
- 5.13 Sufficient avian and bovine tuberculin to perform commissioned tests will be provided and delivered by APHA directly to veterinary business free of charge as described in Section 10 of this Specification of Requirements.
- 5.14 DPs and/or their Subcontractors shall assure that TB Testers hold sufficient equipment which is fit for purpose to enable them to carry out a tuberculin test, in accordance with Section 10 of this Specification of Requirements, all of which is expected to be supplied to the TB Testers by their employing organisation.
- 5.15 Where possible the TB Tester shall correctly account for and record any Bovine identified by the Cattle Tracing System (CTS) (or relevant successor system) as present on the Holding but not tested, for example if not eligible for testing or dead. If the location of an animal is unknown, the test must not be recorded as complete until the animal is either tested or confirmed as not present on the Holding (e.g. the CTS record has been updated by the Keeper to confirm the animal as no longer being at the location). The TB Tester must account for any Bovines present on the holding, but not yet registered on CTS.
- 5.16 Any discrepancies must be reported to APHA via Sam, or more immediately where the discrepancies may pose a risk to animal health or welfare. The CTS record of registered Bovines should be downloaded through Sam as close to and no more than two (2) Working Days prior to the start of the TB test.
- 5.17 Identification of Non-Bovines will be required for testing as per the relevant legislation for that species.
- 5.18 TB Testers are not expected to resolve any discrepancies relating to animal identification or locations but to accurately record them when submitting the TB Test results. However if the TB Tester is presented with evidence that the animal is no longer located on the Holding and records this on the TB Test chart, it will be taken into account when APHA subsequently assesses what action should be taken on receipt.

- 5.19 If TB Testers certify that the TB Test is complete but there is evidence to indicate that animals present on the CTS list are on the holding, APHA will reinstruct the TB Test for the untested animals. No additional Per Instruction Rate will be payable. The TB Test will not be considered complete until all animals are either tested or have an appropriate 'Not Tested Reason' recorded against them.
- 5.20 DPs and/or their Subcontractors shall inform Keepers at the time of booking TB Tests and again when carrying out the TB test that they must be compliant with the Cattle ID and movement regulations (Cattle Identification Regulations 2007, The Cattle Identification (Wales) Regulations 2007) and that all eligible animals must be presented for testing. Any discrepancies in their records must be addressed without delay prior to the TB Test. They must be informed that if any animals remain unaccounted for when the test chart is submitted to APHA, the TB Test will not be considered as complete and APHA may need to take further action, including reinstructing the TB Test.
- 5.21 For any TB Test allocated where there is no stock eligible for testing, the TB Tester must inform APHA through Sam. It is assumed that this will be identified prior to a testing visit in the majority of cases. No payment will be made for TB Tests with no eligible stock.
- 5.22 If Bovine Reactors are found the TB Tester will be required to apply a DNA ear tag to the animal, collect and submit DNA samples to APHA. This requirement may also be required where IRs are found, but only when specifically instructed.
- 5.23 When Bovine Reactors or IRs are found the TB Test results must be submitted via Sam within one (1) Working Day of the test being read (TT2), and within five (5) Working Days when no Reactors or IRs are found.
- 5.24 For Non-Bovines, whether Reactors or IRs are found or not (IRs not applicable for camelids in skin test), legible TB Test results must be submitted and received by APHA, electronically by default, within five (5) Working Days of the test being read (TT2). Paper test charts will alternatively be accepted which must be received, in addition to the work schedule activity in Sam being submitted, by the same deadline.
- 5.25 The TB Tester is responsible for ensuring that all data input into Sam is accurate before submitting the test results. Where the Authority identifies specific trends in failures by an individual TB Tester or a Subcontractor as a whole, the DP will be requested to produce an action plan, agreed with the Authority, to support improvements.
- 5.26 The TB Tester shall provide appropriate advice to the Keeper on the prevention and control of Bovine TB during the course of the TB Test. If the TB Tester is an ATT and they cannot answer any queries raised at the TB Test, their Approved Veterinary Supervisor (AVS) or deputy must be consulted at the soonest opportunity. The TB Tester shall advise the Keeper of:
- a) the requirement to isolate all Reactors and IRs;
 - b) the final test result at the end of the test, and the possibility of re-interpretation of the result by APHA;
 - c) the automatic movement restrictions in accordance with the TB orders (if

applicable) and hand the Keeper the relevant documentation explaining this.

- 5.27 It is the Keeper's responsibility to arrange the TB Test of all eligible animals. In the event that the Keeper does not arrange and/or accommodate the TB Test or obstructs the process leading up to the TB Test being successfully completed after the due date then the Keeper will be at risk of:
- a) losing part / all of any monetary support received from Government;
 - b) if Reactor or IR animals are disclosed in a subsequent test then compensation payments can be reduced.
- 5.28 However, APHA does have discretion as to whether or not to recommend these penalties are applied if the Keeper was not at fault.
- 5.29 Whilst it remains the Keeper's responsibility to arrange the TB Test, DPs and/or their Subcontractors shall attempt to contact Keepers to arrange TB Tests as soon as possible after the test is commissioned by the Authority.
- 5.30 DPs and/or their Subcontractors shall complete a TB Test prior to its deadline date, and using the Keeper's preferred veterinary business. The following cascade of considerations and exceptions apply:
- a) If the Keeper's preferred Subcontracted veterinary business does not have sufficient capacity to complete the TB Test by the deadline date then, in accordance with the cascade of priorities stated within clause 4.42, the DP shall attempt to complete the test using the nearest Approved Subcontractor with capacity, or the DP's own directly employed staff;
 - b) If the DP is unable to deploy an Approved Subcontractor or the DP's own directly employed staff to complete the TB Test within the deadline, and the Keeper has provided less than fifteen (15) Working Days' notice prior to the TB Test deadline date, then the DP should notify APHA immediately and this will not be considered as a failure to deliver Services;
 - c) The DP and/or their Subcontractors should subsequently seek to complete the TB Test at the earliest opportunity thereafter, using the Keeper's preferred Subcontracted veterinary business where possible. In accordance with clauses 5.27 and 5.28 above, APHA will consider the implications for the Keeper.
- 5.31 DPs must notify APHA promptly if, due to their actions, a TB Test won't be completed until after the deadline date. Even if a test does not go overdue, if the DP and/or their Subcontractor has failed to allocate a TB Tester to carry out the TB Test when given at least fifteen (15) Working Days' notice by the Keeper there may be costs incurred by the Keeper such as:
- a) hiring staff and handling equipment for a test which are not used;
 - b) having to keep Bovines housed for longer than foreseen;
 - c) being unable to sell restricted Bovines promptly.
- 5.32 Where the DP has by their and/or their Subcontractor's act, omission or default, caused any party to suffer evidential loss or damage (whether as a result of failure to prevent or delay the spread of Bovine TB or otherwise) they may be held liable for such damage in accordance with the Contract or by general operation of law.

- 5.33 The OV's and ATT's may be required on occasion to produce written statements and give evidence in court related to complaints and investigations related to any of the services undertaken. This would be expected as part of their professional responsibilities, and therefore there will be no additional payment if it is required.

6 SERVICE B: ADDITIONAL VETERINARY SERVICES

- 6.1 The Authority may require diverse veterinary duties to be delivered by OV's on behalf of the Authority, some of which are well defined, others of which may be new and emerging or only be required on an ad-hoc basis.
- 6.2 All Services must be undertaken in full compliance with the requirements of the applicable legislation (see Section 3 above), as well as the relevant training and current procedural instructions. See link to OV Procedural Instructions (<http://apha.defra.gov.uk/vet-gateway/index.htm>).
- 6.3 The following veterinary tasks may be required within the scope of Service B:
- a) Initial Anthrax investigations;
 - b) Full Brucellosis abortion investigation in Bovines;
 - c) Follow up abortion investigation in Bovines;
 - d) Brucellosis blood sampling;
 - e) Blood sampling of animals for other reasons, (e.g. to investigate a positive bulk milk test result for *Brucella abortus*);
 - f) Provide tailored advice specific to a farm or holding as well as carry out a well-informed risk assessment. This includes Cymorth TB in Wales – see Annex 3 for further information;
 - g) Animal health activities to complement the work of APHA staff such as assistance with notifiable disease investigations, surveillance on farms and other locations such as markets, handling exotic or fractious animals;
 - h) Animal welfare activities to assist APHA during investigations of welfare of animals on farm, markets, assembly centres or other locations as required including but not limited to:
 - i. Clinical examination, differential diagnosis and prognosis;
 - ii. Animal handling particularly of exotic or fractious animals;
 - iii. Euthanasia of animals to prevent further suffering;
 - i) Sheep scab investigations;
 - j) Provide expert opinion on animal health and welfare;
- 6.4 This is not a definitive list of veterinary tasks, and the list may be subject to expansion or revision by the Authority at any time and will be made by the Change Control Process in the Contract.
- 6.5 The majority of these veterinary tasks will be commissioned via Sam, with some requests supported by additional email, submission of forms or telephone request from an authorised member of the Authority. Other work may be commissioned by alternative means, but at least with email confirmation from the Authority. Any work commissioned may be subject to varying periods of notice, and varying deadlines for completion depending on the specific requirements.
- 6.6 OV's will usually be required to submit samples, disease report forms and results (if applicable) within one (1) Working Day of visit completion, and to reflect commissioned visit or test completion.

- 6.7 APHA will usually expect to commission all veterinary services in clause 6.3 (a) to (d) inclusive from the DP for relevant Geographical Lot.
- 6.8 Other veterinary tasks listed in clause 6.3 above will be requested on an ad hoc basis, with the majority of the work being carried out by APHA and ordinarily only requested where additional support is required.
- 6.9 The OV's may be required on occasion to produce written statements and give evidence in court related to complaints and investigations related to any of the services undertaken. This would be expected as part of their professional responsibilities, and therefore there will be no additional payment if it is required.
- 6.10 The OV must hold the requisite OCQ(V), as required, for the commissioned service they are carrying out, as defined in the relevant OV Procedural Instructions.
- 6.11 Sample collection and submission for abortion enquiries for *Brucella abortus* and Anthrax sudden death investigations may be delegated to an OV that does not hold the OCQ(V) – SS accreditation if required, however the individual must still hold the OCQ(V) – ES (including revalidation within with other relevant OCQs) and have received the required cascade training. The OCQ(V) – SS holder will retain overall responsibility and must provide the required veterinary certification. The cascade training is produced by APHA and available on the APHA Vet Gateway for delivery by an OCQ(V) – SS holder.
- 6.12 The historical data in Annex 1 provides an indication of the scale of the work within the Geographical Region for Anthrax, Brucellosis Blood Sampling & Investigations and other services where appropriate.

7 SERVICE C – EMERGENCY SUPPORT SERVICES

Service C Overview

- 7.1 The Authority acting on behalf of Government is required to plan, intervene, contain, stabilise and eradicate any one or simultaneous animal health disease incidents, often referred to as cases or Outbreaks, which can occur anywhere within GB. If this situation arises, there may be a need to supplement the Authority's own resources with competent support that can respond as and when required.
- 7.2 Service C is intended to facilitate the engagement with veterinary and veterinary technician resources within the VDP, as well as guarantee the provision of a minimum level of emergency veterinary support at short notice as part of the nationwide capability to respond to an Outbreak or other emergency.
- 7.3 The veterinary and veterinary technical support the Authority will seek to engage is dependent on the nature of the Outbreak or other emergency. There may be incidents which do not disrupt TB Testing, however others may cause more significant disruption and result in TB Testing being scaled back thereby releasing further veterinary and veterinary technical resources to join the disease control effort.
- 7.4 The Authority may require veterinary and Veterinary Technician (VT) resources at three (3) different tiers, as detailed in Table B below.

TABLE B - Types of Emergency Support

Type of Resource	Essential Criteria	Notes
Supervisory OV (SOVs)	a) Must meet the full requirements of the Experienced OV (EOV) role description, described in clause 8.42 below; b) Must demonstrably work within a supervisory and/or management role as part of their normal veterinary role for at least one (1) year.	i) Each DP must provide guaranteed numbers of SOVs in accordance with the Minimum Workforce Guarantee below. See Annex 4 for the requirements per Geographic Region; ii) SOVs will potentially supplement APHA senior veterinary resources in certain Outbreaks or other emergencies, including backfilling APHA Business as Usual (BAU) roles; iii) SOVs would potentially manage a veterinary and/or technical team.
OVs	a) Any veterinary surgeon who holds the OCQ(V) ES qualification; b) Must have at least 1 years' experience of veterinary practice in the UK, gaining knowledge of endemic disease controls and regulation. The majority of work must have been with food producing species in primary production; c) See clause 8.39 below for full description of the role and the criteria.	i) Each DP must provide guaranteed numbers of OVs in accordance with the Minimum Workforce Guarantee below. See Annex 4 for the requirements per Geographic Region; ii) Most likely to be deployed to undertake clinical health inspections and examinations, taking live and post mortem samples and recording observations; iii) OVs would most likely be working as part of an APHA-led veterinary and/or technical team.
Veterinary Technicians (VTs)	a) Experience of working with farm animals; b) Competent at blood sampling farm livestock (including poultry); c) Knowledge of animal transport; d) Desirable – a qualification in animal husbandry, animal welfare, animal handling,	i) DPs are not required to provide any guaranteed numbers of VTs – each deployment would be voluntary. ii) VTs will potentially supplement APHA technical resources in certain Outbreaks or other emergencies, including backfilling APHA BAU roles;

	veterinary nursing, or other relevant area. e) See clause 8.69 below for full description of the role and the criteria.	iii) VTs would most likely be working as part of an APHA-led veterinary and/or technical team.
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Minimum Workforce Guarantee

7.5 DPs will provide the Authority with a three (3) phase minimum guaranteed number of SOVs and OVVs from their Geographical Region who can be deployed anywhere in GB to support an Outbreak or other emergency. Annex 4 details the three (3) phase minimum guaranteed number of SOVs and OVVs respectively that are required per Geographical Region as part of this Service.

7.6 Phase 1 Guarantee:

- a) DPs are expected to provide up to the Phase 1 minimum guaranteed number of SOVs and/or OVVs respectively **on a continuous basis**;
- b) The Phase 1 Guarantee is expected from DPs without impacting the delivery of any other routine OV work commissioned under Service A or B of this Specification of Requirements;
- c) The Phase 1 Guarantee is expected regardless of the method of commissioning and deployment (see Table C below);

7.7 Phase 2 Guarantee:

- a) DPs are expected to provide any further SOVs and/or OVVs over and above the Phase 1 number, and up to the Phase 2 minimum guaranteed number, for a period of up to six (6) weeks from the date of deployment;
- b) The Phase 2 Guarantee is required for this initial six (6) week period without impacting the delivery of any other routine OV work commissioned under Service A or B of this Specification of Requirements;
- c) The Phase 2 Guarantee is expected regardless of the method of commissioning and deployment (see Table C below);
- d) If the Authority requires SOVs and/or OVVs over and above the Phase 1 Guarantee to continue to be deployed under Service C beyond the initial six (6) week period, it may review business as usual delivery of services under Service A and/or B at the request of the DP. In agreeing to adjust any business as usual delivery of services, it is expected that the DP will confirm through discussion with the Authority what is required to ensure the Phase 2 Guarantee becomes a continuous provision to meet the Authority's requirements;
- e) The Authority reserves the right to make no adjustment to business as usual delivery of services, in which case the DP may choose to default to the continued Phase 1 Guarantee if it is unable to sustain the Phase 2 numbers beyond the initial six (6) week period;

7.8 Phase 3 Guarantee:

- a) In significant and/or ongoing Outbreaks or other emergency situations the Authority may determine the need to re-prioritise or suspend other business as usual Services being delivered as part of Service A or B. This may involve changes within a defined local area, a whole Geographical Region

or Nationally.

- b) In such circumstances the DP would be expected to make available the equivalent number of SOVs and OVVs for deployment, based upon the number of full time equivalents (FTEs) which are committed to delivering the BAU veterinary services;
- c) The Phase 3 Guarantee is expected on a continuous basis until such time as the Authority determines that BAU Services are to resume, in which case the provisions of the Phase 1 and 2 Guarantees are re-applied if required by the Authority;
- d) On an annual basis DPs will report to the Authority the number of FTE individuals which are committed to delivering the BAU veterinary services within their Geographical Region. DPs will confirm the name of the veterinarian, their SP number, the name of veterinary business that they are employed by, their FTE status, and whether they meet the criteria for SOV or OV. This is so that the Authority can establish the total resources available accounting for any individuals and/or veterinary businesses that are Subcontracted to more than one DP;
- e) DPs should also report to the Authority on an annual basis the number of VTs that could potentially be made available if required.

7.9 DPs are expected to operate a rota system for SOVs and OVVs that are deployed under this Service to ensure that continuous coverage is provided as required by the Authority. This means that each DP must satisfy themselves that they have sufficient additional resources at each tier of resource to meet the minimum guaranteed requirements at each phase of the guarantee.

7.10 DPs are not required to provide any guaranteed minimum level of VTs for deployment. The Authority will ask DPs to respond to a requirement within a given timescale to confirm whether VTs are available for deployment, and for the period requested.

Service C Commissioning and Deployment

7.11 DPs should only respond to requests for support services under Service C if they are requested by the APHA Contract Management Team (CMT). Requests received by DPs from any other source should be declined and re-directed to CMT. CMT will ensure that any requests for support services have been properly authorised, that they are subject to appropriate strategic oversight, and that written confirmation is provided to DPs even if the initial request is by telephone.

7.12 The Authority may commission support services under Service C using three (3) different methods as determined by the urgency of the requirement, as detailed in Table C below:

TABLE C - Service C Deployment Methods

Deployment Method	Target Deployment Timeline	Notes
A – Emergency	Target deployment within	For deployment of resources up to a maximum of five (5) calendar days,

Deployment	twenty-four (24) hours	after which any continued deployment would be paid at Rate B.
B – Short Notice Deployment	Target deployment within three (3) calendar days	For deployment of resources up to a maximum of a two (2) week continuous period, after which any continued deployment would be paid at Rate C.
C – Planned Deployment	Target deployment within ten (10) calendar days	Includes any deployment for Outbreak or other emergency simulation exercises (see clause 7.17 below).

- 7.13 The Authority would usually expect to commission veterinary and veterinary technical support services from the Geographical Region within which the resources are required for deployment. However, the Authority may approach multiple DPs for larger scale requirements, and deployment of resources may be required anywhere in GB.
- 7.14 An individual SOV or OV must be permitted twenty four (24) hours of continuous rest in any seven (7) day period of duty and forty eight (48) hours of rest in a fourteen day period of duty which can be taken as one continuous break or two separate continuous twenty four (24) hour breaks.
- 7.15 Upon deployment the Authority will provide induction training relevant to the Outbreak or other emergency situation, detailing the full scope of the tasks and role expected. In certain Outbreaks or other emergencies this training may be delivered virtually, or at a central location instead of the intend base of deployment.
- 7.16 Dependent on the role required, SOVs or OVs may additionally be appointed by APHA as Veterinary Inspectors under the Animal Health Act 1981. Veterinary Inspectors have powers of entry onto farm(s) and to take enforcement action as necessary.
- 7.17 There may be a requirement for DPs to participate in Outbreak or other emergency simulation exercises. Participation may be required from any Key Personnel within the DP, or from any tier of resource under Service C. Commissioning and payment for participation in any simulation exercise would be at the 'C – Planned Deployment' rate as appropriate to the tier of resource required to participate. Key Personnel will be paid at the SOV rate. If further administrative input is required for any simulation exercise beyond the relevant Key Personnel, this would be paid at the Veterinary Technician rate.

Other Details

- 7.18 Travel and Subsistence are payable in respect of Service C only, and in line with the Authority's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the permitted rates within the policy. Should the stated rate be exceeded, the Authority reserves the

right to reimburse only up to the stated rate within the policy. As this policy is subject to change, a copy of the current policy will be provided to DP upon confirmation of each deployment requirement.

- 7.19 The OV's and VT's may be required on occasion to produce written statements and give evidence in court related to complaints and investigations related to any of the services undertaken. This would be expected as part of their professional responsibilities, and therefore there will be no additional payment if it is required.

8 KEY PERSONNEL AND WORKFORCE

Key Personnel

- 8.1 In accordance with B11 of the terms and conditions of Contract and the provisions of this Section, DPs will appoint Key Personnel into defined roles, as described in this Section below. Key Personnel are essential to the proper provision of the Services to the Authority and should not be amended without the prior agreement of the Authority or without sufficient knowledge transfer to ensure the replacement is able to competently undertake the role, except for those reasons stated in the Contract.
- 8.2 Key Personnel are required for the following roles, each of which are further described below:
- a) Principle Official Veterinarian (POV)
 - b) Deputy POV (DPOV)
 - c) Health and Safety Lead (HSL)
 - d) Quality Assurance Lead (QAL)
 - e) Administrative Management Lead (AML)
- 8.3 DPs must provide the Authority with full contact details of each individual appointed to a Key Personnel role, including a contact telephone number for the POV and DPOV(s) from which they can be contacted twenty-four (24) hours a day and throughout the year in the case of a major Outbreak and/or other emergency situation.

Principle Official Veterinarian (POV)

- 8.4 In accordance with the RCVS Code of Professional Conduct, the Authority requires the DP to appoint a single named veterinary surgeon as the POV who must hold the senior veterinary leadership role within the business, and must be directly employed by the DP.
- 8.5 The POV is the lead role within the DP. They are responsible for ensuring effective management and service delivery. The POV has overall responsibility for service standards, quality assurance, performance management, health & safety, communications and relationship management. They will provide leadership to, and be supported by, the other Key Personnel roles in delivering the Services.
- 8.6 The POV shall be responsible for the overall veterinary leadership within the DP and be available for consultation and advice on all veterinary matters related to the Services being delivered.

8.7 The POV must:

- a) be a GB practising Member of the Royal College of Veterinary Surgeons (MRCVS) or Fellow of the Royal College of Veterinary Surgeons (FRCVS);
- b) have at least five (5) years' experience of veterinary practice in the UK, with the majority of work undertaken with food producing species in primary production;
- c) Meet all the requirements as specified for an OV in clause 8.39 below;
- d) Meet all the requirements as specified for an EOVS in clause 8.42 below;
- e) hold as a minimum valid OCQ(V)s in ES, TT and SS qualifications and to revalidate these as required. Exemptions from some of the specific OCQ(V) – TT requirements may apply to OV's no longer carrying out on farm TB testing to enable them to maintain this qualification and carry out the POV role.
- f) hold the OCQ(V) Cymorth (in Geographical Regions that serve Wales only)

8.8 Whilst the POV holds overall responsibility, they will be supported by a Deputy and other Key Personnel roles in exercising their authority.

8.9 The POV must ensure that every OV providing Services under this Contract has access to an experienced colleague ((EOVs) to provide oversight and guidance where needed.

8.10 The POV may also be an EOVS, SOV or AVS, as defined separately in this Section.

8.11 The POV may not themselves also be the nominated Deputy Principle Official Veterinarian (DPOV), Health and Safety Lead (HSL), Quality Assurance Lead (QAL) or Administrative Management Lead (AML), as defined separately in this Section. These roles must be filled by distinct individuals.

Deputy Principle Official Veterinarian (DPOV)

8.12 DPs must appoint at least one nominated DPOV to support and deputise for the POV as required, however multiple DPOVs may also be appointed at the discretion of the DP and with the approval of the Authority.

8.13 DPOVs must meet all of the same requirements as the POV, as described in clause 8.7 above, including being directly employed by the DP.

8.14 Whilst the POV may delegate certain responsibilities to a DPOV, the POV will still hold overall responsibility.

8.15 A DPOV may also be an EOVS, SOV or AVS, as defined separately in this Section.

8.16 A DPOV may also be the nominated Health and Safety Lead (HSL), Quality Assurance Lead (QAL) or Administrative Management Lead (AML), as defined separately in this Section. If however a DPOV is required to deputise for the POV for an extended period of time and they are also fulfilling one of these additional Key Personnel roles, then the DP is expected to temporarily seek approval from the Authority to appoint a different individual for this other role until such time as the arrangement is no longer needed.

Health and Safety Lead (HSL)

- 8.17 The HSL shall have overall responsibility for Health and Safety within the DP including monitoring adherence to adequate policies, risk assessments and following up on accidents and near misses when required.
- 8.18 The HSL shall also be responsible for monitoring walk away and abandoned tests (visits) procedure and liaising with APHA where tests cannot be completed for health and safety reasons.
- 8.19 The HSL shall provide support, advice and guidance to the OVs, ATTs and technicians on health and safety. The HSL shall monitor and record reports of health and safety incidents.
- 8.20 The HSL shall be responsible for collating and delivering Health and Safety (H&S) reports via a written report at monthly contact meetings (by exception), quarterly meetings and at annual meetings where a full report for the year shall be provided.
- 8.21 The HSL may be either directly employed by the DP, or this role may be delegated to a nominated individual within a Subcontractor organisation as long as the DP has properly authorised the Subcontractor with the Authority as described in clauses 4.43 to 4.48 above.
- 8.22 The HSL cannot be the same individual undertaking the POV Key Personnel role, or a DPOV whilst formally deputising for an extended period of time.

Quality Assurance Lead (QAL)

- 8.23 The QAL must:
 - a) be a MRCVS;
 - b) have at least two (2) years' experience and working knowledge of quality assurance and auditing systems;
 - c) be responsible for effective implementation of an end to end quality system that incorporates all veterinary, technical and administrative functions for all Services provided by the DP;
 - d) ensure a culture of continuous improvement and corrective actions are undertaken for non-compliances found during internal audits;
 - e) ensure that a minimum two (2) days training for EOVs is provided in topics related to the Services the DP provides.
- 8.24 The QAL shall ensure that an Annual DP Quality Assurance report is provided to the Authority at least two (2) weeks in advance of the Annual Strategic Review Meeting.
- 8.25 The QAL may be either directly employed by the DP, or this role may be delegated to a nominated individual within a properly authorised Subcontractor, as described in clauses 4.43 to 4.48 above.
- 8.26 The QAL cannot be the same individual undertaking the POV Key Personnel role, or a DPOV whilst formally deputising for an extended period of time.

Administrative Management Lead (AML)

- 8.27 The AML will be a principal point of day-to-day contact for the Authority and/or Subcontractors on matters of service delivery.
- 8.28 Their responsibilities will include the management of:
- a) allocation of Authority commissioned work;
 - b) routine Subcontractor relationship management;
 - c) reporting and invoicing processes;
 - d) facilitation of routine service delivery communication with the Authority and/or Subcontractors.
- 8.29 The AML may be either directly employed by the DP, or this role may be delegated to a nominated individual within a properly authorised Subcontractor, as described in clauses 4.43 to 4.48 above.
- 8.30 The AML cannot be the same individual undertaking the POV Key Personnel role, or a DPOV whilst formally deputising for an extended period of time.

Workforce: Overview

- 8.31 DPs may deploy staff either directly employed or employed by an Approved Subcontractor organisation.
- 8.32 DPs are responsible for ensuring that all staff are eligible to be legally employed in UK and capable of effective communication with Keepers. This must include fluency in the English language, both written and verbal, to enable effective communication about veterinary topics with Keepers, colleagues and the Authority as required.
- 8.33 Additionally, when a DP and/or their Subcontractor carries out work in Wales, in order to comply with the Welsh Language Scheme, a proportion of OV's and support staff must be able to speak the Welsh Language fluently. Details of the Welsh Language Standards are outlined in Section 18.
- 8.34 The Authority wishes to build a strong relationship with the DP which will enhance the national capability to eradicate Bovine TB and to respond to future animal health threats. That requires surge capacity and a diverse skill set among the overall Workforce, including OVs, EOVs, VTs and Support Staff. The Authority therefore expects the DP to have at their disposal more staff than the minimum required to deliver the Services.
- 8.35 DPs may choose to provide additional training and assurance activity to any part of its overall Workforce, but this will not be in place of any Authority approved training and the Authority will not accredit this training.

Workforce: Definition of Roles

- 8.36 The following roles are relevant to the direct delivery of Services under this Contract:

Official Veterinarians (OVs)

- 8.37 OVs will make up the veterinary workforce in delivery of the Services A, B and C.

- 8.38 POVs, EOVS and SOVs will all be OV's authorised by the Authority as a prerequisite to their wider role description as defined separately in this Section.
- 8.39 DPs must assure that their directly employed or Subcontracted OV's meet the following minimum standards. OV's must:
- a) be a full UK practising MRCVS or FRCVS or approved by the RCVS to carry out work in GB (i.e. European Union (EU) citizen veterinary surgeons granted approval to work in GB for short periods of time);
 - b) be authorised by APHA to work as an OV. A Veterinary Surgeon can only be authorised as an OV if they hold the relevant OCQ(V) accredited qualification specific to the work that they will deliver. All OV's must hold the relevant OCQs for the tasks undertaken including their revalidation as required;
 - c) have experience of handling, undertaking clinical inspections, examinations, and sample collection from live animals and also post mortem, recording observations;
 - d) be competent at taking samples including blood samples from Bovines, sheep and at least one of the indicated species: pigs, horses or poultry;
 - e) be fit and capable to take on the work, including any physical work required, and based on the DP's and/or their Subcontractor's own risk and occupational health assessments;
 - f) be aware of and observe sensitivities (e.g. recognising Keeper needs) and confidentiality when acting for the Authority and ensuring that any media communications are authorised with the DP and the Authority respectively;
 - g) be able to work under pressure, work in uncertain situations and make balanced well-judged decisions using their professional knowledge and in accordance with APHA instruction and policies;
 - h) be able to undertake their own dynamic risk assessment, taking into account Health and Safety considerations, reporting concerns back to the DP as necessary;
 - i) maintain accurate record keeping throughout, and able to validate data related to tests;
 - j) be able, as part of their professional duties, to raise any concerns with the Keeper and the DP on animal health and welfare, or notifiable disease. The OV is responsible for informing APHA directly and immediately of any suspicion of notifiable disease.
 - k) accept responsibility for reporting the presence or suspicion of non-compliances relating to animal welfare legislation at the earliest opportunity to APHA, and always within twenty-four (24) hours of identification. The OV is expected to make professional judgement as to whether the situation requires immediate notification to APHA, including out of hours. In all cases where there is unnecessary suffering requiring euthanasia of an affected animal or animals, the OV is responsible for notifying APHA immediately. Euthanasia without Keeper consent can only be carried out by the enforcement authority (an inspector or police constable) who may kill the animal or arrange for it to be killed either where it is or elsewhere, or arrange for those steps to be taken by someone else.

- 8.40 In accordance with Section 7 of this Specification of Requirements, and Annex 4, DPs will provide the Authority with a minimum guaranteed number of OV's from their Geographical Region who can be deployed anywhere in GB to support the Outbreak or other emergency.

Experienced Official Veterinarians (EOVs)

- 8.41 EOVs will all be OV's authorised by the Authority as a prerequisite, meeting all criteria specified in clause 8.39 above, and in addition to their wider role description as defined below.
- 8.42 DPs must assure that their directly employed or Subcontracted EOVs meet the following minimum standards. EOVs must:
- a) have at least three (3) years' experience of veterinary practice in the UK, with the majority of work completed with food producing species in primary production;
 - b) have at least thirty-five (35) hours of Continuing Professional Development (CPD) in the previous rolling one (1) year period, of which at least twenty (20) hours is relevant to food producing species. At least ten (10) hours of CPD relevant to Bovine TB prevention and control must be completed in the previous rolling four (4) years;
 - c) have OCQ(V) qualifications ES, TT and SS to demonstrate a current working knowledge of:
 - i. the livestock industry within the Geographical Region, including familiarity with farm locations sufficient to provide an efficient service to the industry;
 - ii. differential diagnosis of endemic diseases of food producing species;
 - iii. notifiable diseases of food producing species;
 - iv. notifiable disease procedures, where there is clinical suspicion;
 - v. biology and control measures for Bovine TB including effective biosecurity;
 - vi. epidemiology of Bovine TB and other notifiable diseases applicable to the Geographical Region;
 - vii. TB eradication policy applicable to the Geographical Region;
 - viii. disease prevention and herd health planning;
 - ix. Animal Health & Welfare regulation, being alert to fraudulent practice;
 - x. disease surveillance and giving holistic advice to Keepers, including disease risk and prevention;
 - xi. providing effective clinical governance of inexperienced colleagues.
- 8.43 DPs must ensure that every OV providing Services under this Contract has access to an EOV who will:
- a) Serve as a point of contact for OV's to provide oversight and guidance;
 - b) Provide training and clinical governance for OV's;
 - c) Monitor quality of the work delivered by OV's (over and above the DPs overarching quality assurance requirements described in Section 9 of this Specification of Requirements);
 - d) Address any deficiencies in the quality of work delivered by OV's, including as directed by DPs following any formal quality assurance audit;
 - e) Assist the Authority with investigations into OV or veterinary practice

- matters in relation to the Services carried out under the Contract;
- f) Serve as a point of contact for the Authority for enquiries specific to the Services carried by OV's or veterinary practice procedures.

- 8.44 An EOVS may also be a POV, DPOV, SOV or AVS, as defined separately in this Section.
- 8.45 DPs must ensure that at least a 1:3 ratio of EOVS:OV's is maintained for their Geographical Region. If the ratio temporarily drops below this level (e.g. due to loss of an EOVS), the DP must inform the Authority and be able to demonstrate they are taking steps to reinstate it as soon as practical.
- 8.46 DPs must maintain a list of all EOVS directly employed or employed by their Subcontractors. This must be shared with the Authority on request, and in accordance with the Reporting Requirements specified in Section 12 of this Specification of Requirements.

Supervisory OV (SOV)

- 8.47 SOVS will all be OV's authorised by the Authority as a prerequisite, meeting all criteria specified in clause 8.39 above, and in addition to their wider role description as defined below.
- 8.48 In addition, in order to qualify as an SOV, an individual must:
- a) meet all the requirements as specified for an EOVS in clause 8.42 above;
 - b) have demonstrably worked within a supervisory and/or management role as part of their normal veterinary role for at least one (1) year.
- 8.49 An SOV may also be a POV, DPOV or EOVS.
- 8.50 SOVS are only relevant to the requirements of Service C of this Specification of Requirements, as described in Section 7 above, and may be required during and Outbreak or other emergency situation to :
- a) backfill APHA BAU roles and/or outbreak specific roles;
 - b) supplement APHA senior veterinary resources in more significant situations;
 - c) manage a veterinary / technical team.
- 8.51 DPs must maintain a list of all SOVS directly employed or employed by their Subcontractors. This must be shared with the Authority on request, and in accordance with the Reporting Requirements specified in Section 12 of this Specification of Requirements.
- 8.52 In accordance with Section 7 of this Specification of Requirements, and Annex 4, DPs will provide the Authority with a minimum guaranteed number of SOVS from their Geographical Region who can be deployed anywhere in GB to support the Outbreak or other emergency.

Approved Veterinary Supervisor (AVS)

- 8.53 An AVS will all be an OV authorised by the Authority as a prerequisite, meeting all criteria specified in clause 8.39 above, and in addition to their wider role description

as defined below.

- 8.54 An AVS is self authorised through a declaration on the ATT training record. APHA will maintain a list of all AVSS.
- 8.55 The AVS role is only relevant to delivery of Service A of this Specification of Requirements, and is only applicable to Services delivered in England.
- 8.56 In addition, in order to qualify as an AVS, an individual must:
- a) hold the OCQ(V) – TT qualification;
 - b) have had a fully compliant APHA, VDP or Veterinary & Paraprofessional Training (VPT) Provider audit (not including the practical assessment required for the OCQ(V) – TT qualification) within the last two (2) years period.
- 8.57 Where there have been multiple audits within that two year period the last audit must have been fully compliant. The same criteria will apply to the named deputy AVS;
- 8.58 Once the role of AVS or deputy AVS has been assumed any subsequent failure of an audit will result in withdrawal of the role of AVS pending retraining of the OV to the satisfaction of both the QAL of the relevant DP and of APHA. If TB test validity is jeopardised by this audit failure, the AVS will be disqualified from their AVS role for a period of twelve (12) months.
- 8.59 Penalty points awarded during any audit of an AVS but without a failed audit result will result in that OV being re-audited on an unannounced basis.
- 8.60 The number of ATTs under the supervision of any single AVS is limited at only one (1) ATT in training at any time, and no more than two (2) ATTs in total. At any time an AVS could therefore have:
- a) one (1) ATT in training plus one (1) authorised ATT; or
 - b) two authorised ATTs.
- 8.61 The AVS would also be able to act as a deputy and supervise other ATTs simultaneously, with no limit on numbers they are deputizing for.

Approved Tuberculin Testers (ATT)

- 8.62 The ATT role is only relevant to delivery of Service A of this Specification of Requirements, and is only applicable to Services delivered in England.
- 8.63 DPs must assure that their directly employed or Subcontracted ATT's meet the following minimum standards. An ATT must:
- a) be at least eighteen (18) years of age at initial application;
 - b) have passed Identification and basic Disclosure and Barring Service (DBS) security checks (see clause 2.7 above);
 - c) as a minimum have attained a pass grade in three (3) GCSEs or equivalent qualifications in Mathematics, English and in a Science Subject or Food Production; or

- d) three (3) years performance in a Government regulatory role (e.g. Local Authority Inspector or Environmental Health Officer);
- e) have a minimum of six (6) months previous livestock handling experience, including Bovines;
- f) Hold the OCQ (AHP) – ATT qualification;
- g) be fit and capable to take on the work, including any physical work required, based on the Contractor's own risk and occupational health assessments;
- h) be aware of and observe sensitivities (e.g. recognising Keeper needs) and confidentiality when acting for the Authority and ensuring that any media communications are authorised with the DP and the Authority respectively;
- i) be able to work under pressure, work in uncertain situations and make balanced well-judged decisions using their professional knowledge and in accordance with APHA instruction and policies;
- j) be able to undertake their own dynamic risk assessment, taking into account Health and Safety considerations, reporting concerns back to their AVS and DP as necessary;
- k) maintain accurate record keeping throughout, and able to validate data related to tests;
- l) be able, as part of their professional duties, to raise any concerns with the Keeper, their AVS and the DP on animal health and welfare, or notifiable disease. The ATT is responsible for informing APHA directly and immediately of any suspicion of notifiable disease;
- m) accept responsibility for reporting the presence or suspicion of non-compliances relating to animal welfare legislation at the earliest opportunity to their AVS and APHA, and always within twenty-four (24) hours of identification. The ATT is expected to make professional judgement as to whether the situation requires immediate notification to APHA, including out of hours. In all cases where there is unnecessary suffering requiring euthanasia of an affected animal or animals, the ATT is responsible for notifying APHA immediately. Euthanasia without Keeper consent can only be carried out by the enforcement authority (an inspector or police constable) who may kill the animal or arrange for it to be killed either where it is or elsewhere, or arrange for those steps to be taken by someone else. In the event that the AVS or deputy is unavailable, the ATT may contact another veterinary surgeon or APHA directly.

8.64 An ATT must have a named AVS and one or two deputy AVS's at all times.

8.65 The individual will be granted conditional authorisation as an ATT for six (6) months on successful completion of the OCQ(AHP) - ATT theory training and pending the practical assessment.

8.66 An ATT with conditional authorisation is permitted to carry out TB skin testing under the direct supervision of an AVS. ATTs cannot test unless an OV is present until they are fully authorised.

8.67 Once authorised an ATT must work under the direction and supervision of an AVS but may perform the TB skin test in the absence of an AVS. In the event that a veterinary judgement is required, an AVS may be required to attend the test.

Veterinary Technician (VT)

8.68 Veterinary Technicians (VTs) are only relevant to the requirements of Service C of this Specification of Requirements, as described in Section 7 above, and may be

required during and Outbreak or other emergency situation to :

- a) backfill APHA BAU roles and/or outbreak specific roles;
- b) supplement APHA technical resources in more significant situations;
- c) work within a veterinary-led and/or technical team.

8.69 DPs must assure that any directly employed or Subcontracted VTs deployed meet the following minimum standards. VTs must:

- a) have a minimum of six (6) months experience of working with livestock and be in the employment of a veterinary business for the purpose of carrying out tasks directly relating to animal health and/or welfare;
- b) work under the direct or remote supervision of a Veterinary Surgeon;
- c) have skills in handling of animals with which they work;
- d) be fit and capable to take on the work, including any physical work required, based on the Contractor's own risk and occupational health assessments;
- e) be aware of and observe sensitivities (e.g. recognising Keeper needs) and confidentiality when acting for the Authority and ensuring that any media communications are authorised with the Authority;
- f) be able to work under pressure, work in uncertain situations and make balanced well-judged decisions using their professional knowledge and in accordance with APHA instruction and policies;
- g) be able to undertake their own dynamic risk assessment, taking into account Health and Safety considerations, reporting concerns back to their supervising veterinarian;
- h) maintain accurate record keeping throughout, and able to validate data related to tests;
- i) be able, as part of their professional duties, to raise any concerns with the Keeper and their supervising veterinarian. The VT is responsible for informing their supervising veterinarian directly and immediately of any suspicion of notifiable disease;
- j) accept responsibility for reporting the presence or suspicion of non-compliances relating to animal welfare legislation at the earliest opportunity to their supervising veterinarian, and always within twenty-four (24) hours of identification. The VT is expected to make professional judgement as to whether the situation requires immediate notification, including out of hours. In all cases where there is unnecessary suffering requiring euthanasia of an affected animal or animals, the VT is responsible for notifying their supervising veterinarian immediately. Euthanasia without Keeper consent can only be carried out by the enforcement authority (an inspector or police constable) who may kill the animal or arrange for it to be killed either where it is or elsewhere, or arrange for those steps to be taken by someone else. In the event that their supervising veterinarian is unavailable, the VT should contact another veterinary surgeon within APHA.

8.70 VTs will have different skills and only those with the skills suited to a particular defined role when recruited under Service C will be considered, although reasonable training will be provided by the Authority in the relevant areas as required.

Auditor

8.71 The DPs shall appoint a sufficient number of Auditors to facilitate the Quality Assurance obligations of this Specification of Requirements, as specified in Section 9 below.

- 8.72 Auditors shall:
- a) be responsible for undertaking quality assurance inspections and audits as recommended by the QAL and the DP's Quality Assurance Plan;
 - b) provide the QAL with a written report for each audit undertaken.
- 8.73 Auditors may be employees of the DP and/or their Subcontractors (an internal assessor) or of a third party (an external assessor).
- 8.74 Auditors must hold the OCQ(V) – TT qualification and be authorised as an OV to carry out TB testing. This includes the need to revalidate the qualification as for any OV.
- 8.75 DPs shall provide assurance to the Authority that each Auditor meets the required qualifications and meets the Contractor's Quality Assurance criteria in order to carry out this role.
- 8.76 DPs shall provide details of their Quality Assurance (QA) criteria for Auditors as part of their QA system when tendering.

Support Staff

- 8.77 Support Staff are important for the efficient organisation of testing and other activities, for example maintaining customer relationships, dispatch of samples, record keeping and collation of test results. Therefore, the DP must ensure that staff either directly employed or employed by Subcontractors are competent in their work, are aware of and apply Health & Safety regulations as appropriate, are familiar with farming practices, farm or Holding locations and with veterinary matters within the Geographical Region.
- 8.78 DPs are required to ensure that directly employed and/or Subcontracted Support Staff are given background information and training on animal health and welfare relating to the farming industry, and that they are familiar with related diseases, controls and what these mean to the Keeper.
- 8.79 Support staff are required to have strong customer relationship skills and be fully aware of DP responsibilities. Dependent on job role, support staff must be able to manage logistical matters with agile scheduling of work, some to include work force planning, with effective use of the IT management systems provided.
- 8.80 Support staff must receive training where appropriate relevant to their role and to ensure understanding of their responsibilities in respect to work carried out under this Contract.

9. QUALITY ASSURANCE

Overview of Quality Assurance

- 9.1 In accordance with Section 4 – Fully Managed Service (FMS), DPs are accountable for delivering Services which are robust and quality assured, covering all aspects of veterinary, technical, administrative and financial activity.
- 9.2 DPs must have an internally managed system of comprehensive quality controls to

provide assurance to the Authority that service standards are maintained across the whole end-to-end process. DPs must also ensure that there is an effective procedure to deal with customer complaints to ensure that any such complaints are duly investigated and the outcome of investigations is shared with the Authority. The DP must inform the Authority of how the internally managed system operates and demonstrate its effectiveness and efficiency.

- 9.3 In accordance with clauses 8.23 to 8.26 above, DPs must appoint a Quality Assurance Lead (QAL) to support the POV in ensuring effective quality control and assurance processes are in place and are being correctly delivered.
- 9.4 In accordance with clause 8.45 above, DPs must also ensure that there is sufficient EOv expertise within their Geographical Region to provide adequate quality control and assurance on an ongoing basis.
- 9.5 DPs must ensure that staff who undertake quality assurance checks are competent to undertake these duties and that suitable training is provided to that effect.
- 9.6 DPs are required to:
 - a) provide a Quality Assurance Plan upon commencement of the Contract, implementing agreed minimum standards, as stated on the APHA Vet Gateway, and to ensure an end-to-end system of quality controls are implemented to maintain the right service standards for all administrative, reporting and field activities;
 - b) ensure that all staff directly employed and/or employed by their Subcontractors are suitably qualified to carry out their specific role in accordance with Section 8 of this Specification of Requirements before the delivery of Services;
 - c) agree an Annual Audit Plan with the Authority, at least one (1) month in advance of its implementation for each year of the Contract, and ensure that performance and quality reviews of all individuals directly employed and/or employed by a Subcontractor are carried out regularly in accordance with the requirements stated below;
 - d) ensure that the quality assurance of Services is ongoing throughout the Contract, evidenced by robust quality assurance plans, their execution, and regular reporting, in accordance with Section 12;
 - e) ensure there is a programme of field audits that include the evaluation of individual OVs and ATTs. DPs must take a risk based approach to prioritising audit activity, taking into account, as a minimum, previous audit results, administrative inefficiency, anomalies in results and any particular intelligence received about the individual;
 - f) maintain records of audits, and other quality assurance review and evaluation activities, making them available to the Authority as required. Records must include any corrective actions planned and track progress through to a satisfactory resolution;
 - g) escalate any issues to the Authority that cannot be satisfactorily resolved by the DP and/or their Subcontractor(s) alone;
 - h) provide a monthly summary report on all audit outcomes, including where issues have been resolved by the DP and/or their Subcontractor(s);
 - i) provide a Quality Assurance Annual Report to APHA of all quality assurance activities, including progress, trends and corrective actions undertaken for all Services provided. Highlight any required updates to the Continuous Improvement Plan (CIP) as a result of audit findings;

- j) upon request, share quality assurance audit outcomes with any other DP to which the veterinary practice is also Subcontracted.

Additional Quality Assurance Requirements for TB skin testing:

- 9.7 DPs shall ensure that field audits of TB Tests are in accordance with APHA's protocol as detailed in the OV instructions on the APHA Vet Gateway at any given time.
- 9.8 DPs should implement the minimum standard of audit prescribed by APHA on the Vet Gateway, and ensure that any individual being audited is aware of these minimum standards.
- 9.9 Audits should ideally be unannounced, however there may be a combination of announced and unannounced audits in accordance with the policy requirements applicable to each Geographical Region as follows:
 - a) In Geographical Regions within England, a minimum of twenty-five (25) percent (%) of audits should be unannounced;
 - b) In Geographical Regions within Wales a minimum of seventy-five (75) percent (%) of audits should be unannounced;
 - c) The Authority reserves the right to vary the level of unannounced audits for defined periods of time based upon a regular review of audit outcomes and risks identified;
 - d) Additional targeted unannounced audits may also be requested by APHA from time to time.
- 9.10 OVs and ATTs will be responsible for providing the DP with details of when TB Tests will be carried out in order to facilitate audit, and in accordance with clause 5.12 above.
- 9.11 The Auditor shall provide a written report of each audit to the QAL, which must be retained by the DP and be readily available to APHA at any time. DPs should ensure appropriate corrective action is implemented for audits with any non-compliance, as assessed against the minimum standard. Any audits with critical or major non-compliance must be highlighted for discussion with APHA at the next available Monthly or Quarterly Contract Review Meeting, or escalated immediately if the Auditor feels this is justified.
- 9.12 DPs should ensure that each OV deployed on TB Testing (whether directly employed by or employed by a Subcontractor), is subject to a field audit at least once every thirty-six (36) months in England and every twenty-four (24) months in Wales to comply with the policy requirements relevant to the Geographical Region, or at a set time as directed by APHA.
- 9.13 DPs should ensure that each ATT deployed on TB Testing (whether directly employed by or employed by a Subcontractor), is subject to a field audit at least once in the first twelve (12) months following full authorisation as an ATT. Following the initial audit the ATT must be subject to an audit at least once every twenty-four (24) months.

9.14 The Authority may request targeted audits in response to information that indicates an OV or ATT requires a priority audit. This information could be from a single or multiple sources, and particularly from:

- a) Performance data produced by APHA;
- b) Reports of non-compliance which may come from an external source such as a farmer, veterinary practice or another OV / ATT;
- c) Follow up to previous non-compliant audit;

DPs shall prioritise these audits over other routine audits, and they should be unannounced, unless otherwise specified by the Authority.

9.15 DPs are responsible for ensuring that they and/or their Subcontractors take corrective action on audit findings as necessary, including:

- a) Instigation of immediate corrective action during the TB Test where appropriate, and to take necessary follow up corrective actions in agreement with the Authority;
- b) Immediate reporting to APHA any failures that may invalidate a TB Test. Where APHA deems that a TB Test is invalid the DP shall be required to arrange for the test to be repeated at no additional cost to the Authority or the Keeper, in accordance with clause 5.32 above and the general terms and conditions of Contract. Where the DP and/or their Subcontractor has been at fault, the Authority also reserves the right to recover the cost of any tuberculin used in the re-test;
- c) In some cases to recommend to APHA the suspension of an OV or ATT from undertaking further Government work and report the case, with full supporting evidence, to APHA. Following investigation APHA may refer serious OV cases to the RCVS;

9.16 DPs shall assist APHA fully in any investigations into individual OV or ATT performance resulting from findings at audit carried out by the DP or APHA.

9.17 DPs must have measures in place to correct poor performance by Subcontractors if they are not managing the performance of their OVs or ATTs effectively. This should form part of the DP's Quality Assurance Plan.

9.18 Where an OV or ATT fails to comply with the requirement for audit the DP will notify APHA and, where applicable, APHA will contact the OV or ATT in writing with a deadline by which the audit must be completed. Failure to comply by the deadline will result in suspension of the OV's or ATT's authorisation. The deadline will usually be set at four (4) months from the date of the letter, except in circumstances where APHA deems a shorter deadline is appropriate to review and address more immediate concerns. The deadline may also be extended in exceptional circumstances at APHA's discretion. This may include:

- a) No tests completed within the specified period;
- b) Parental leave or long term sick leave;
- c) The DP has failed to deliver for some reason, and thus not the fault of the

OV or ATT concerned.

- 9.19 In situations where an OV or ATT has failed to provide updated information within two (2) or more Working Days' notice regarding the testing they are carrying out and this results in a wasted audit visit being carried out, the DP may choose to apply a fixed penalty fee to the Subcontractor for which the individual is carrying out the TB Test. If the DP wishes to implement a policy of this nature, it must be agreed with the Authority, including the penalty fee that would be charged, in advance. Any subsequent changes to the policy must then be approved by the Authority in advance. The DP shall apply the policy consistently to all Subcontractors.
- 9.20 The penalty should not be applied in exceptional circumstances where the OV, ATT or Subcontracted veterinary practice could not have reasonably given the required period of notice. This may include any sudden illness, accident or other incident that occurs within two (2) Working Days of the test or on the day itself which prevents them from carrying out the test, late cancellations by the Keeper, a force majeure event, or any other factor outside of their reasonable control.
- 9.21 Auditors are responsible for checking that there have been no amendments to the OV or ATT or test details on the Working Day preceding the date of the audit to reduce the potential for a wasted visit.
- 9.22 DPs are expected to send representatives (usually expected to be the POV and QAL, or nominated deputies) to attend two (2) quality assurance review meetings with all other DPs, scheduled to be held alongside the Interim and Annual Strategic Review Meetings (see Section 14).

Authority Audits

- 9.23 APHA will undertake periodic audits of the DP's system of quality control and assurance. In addition, APHA will undertake field audits of OVs and ATTs directly, which may be announced or unannounced.
- 9.24 DPs and their Subcontractors must fully co-operate with any other audit requested by the Authority. This may include:
- a) Financial audit:
 - i) TB Test checks (Service A) which trace cost down to test/animal levels;
 - ii) Additional Veterinary Services checks (Service B) down to captured record of time spent;
 - iii) If requested by the Authority the DP must provide evidence of their own financial audit controls.
 - b) Quality assurance audits of field tasks and/or administrative processes;
 - c) Audit of Outbreak and other emergency provisions, including the DP's continued ability to meet the Minimum Workforce Guarantee (see Section 7);
 - d) International evaluations, notably missions of the Food and Veterinary Office of the European Commission, or Third Country Trade Audits which themselves may include field audit.

10 EQUIPMENT AND SUPPLIES

- 10.1 With the exception of tuberculin, the DP and/or their Subcontractors are required, at their own expense, to:
- a) provide and hold sufficient equipment and supplies to deliver the Services as required. Details of equipment required can be found on the OV instructions on the APHA Veterinary Gateway under 'General Equipment' and also within the individual work area instructions;
 - b) to maintain and calibrate equipment in accordance with the manufacturer's recommendation;
 - c) to keep appropriate records of equipment service and maintenance;
 - d) to ensure that all equipment and supplies are within their shelf life.
 - e) provide and ensure that all standard Personal Protective Equipment (PPE) as specified in the external instructions on the APHA Vet Gateway is carried, as appropriate to the Services being delivered;
- 10.2 For Service A, in addition to the equipment listed on the APHA Vet Gateway, DPs and/or their Subcontractors will provide adequate diagnostic vacutainers for blood sampling species other than bovines when required.
- 10.3 Sufficient avian and bovine tuberculin to perform commissioned tests will be provided and delivered by APHA directly to veterinary businesses free of charge.
- 10.4 Veterinary businesses must order tuberculin from APHA Weybridge using the Tuberculin Order Form (TR511).
- 10.5 Tuberculin must be used efficiently in accordance with the rules detailed within the published OV Instructions.
- 10.6 The storage and use of tuberculin must be in accordance with the Summary of Product Characteristics (SPC) sheet available on the Veterinary Medicines Directorate website.
- 10.7 In the case of an Outbreak or other emergency situation (Service C) the Authority may (at its discretion) provide specialist equipment (e.g. Tornado hoods, rabies suits, etc). DPs and/or their Subcontractors are usually expected to provide:
- a) Post mortem kits suitable to the species and disease being investigated;
 - b) Microchip reader for domestic animals and equines
 - c) Adequate vaccination applicators (generally a multiuse vaccine gun, suitable for intramuscular injection)
- 10.8 Assistance may be sought from the DP to source specialist diagnostic equipment for Service C, for example semen sampling kits.

11 AUTHORITY IT SYSTEM

- 11.1 The Authority will use a bespoke web-system known as Sam to commission the majority of Services. Commissioned work will be allocated to a virtual Sam workbasket that will be unique to the DP. A Subcontractor will have its own Sam workbasket to which a DP can then onward assign work commissioned by the

Authority.

- 11.2 The DP, their Subcontractors, and the employees of those organisations (including OVs, ATTs and administrative Support Staff) will require access to Sam in order to receive, manage and assign commissioned work, and to record and certify the delivery of completed services.
- 11.3 All parties must register with the Authority for account access to Sam and have a Sam User role assigned (e.g. DP Admin, OV, OV Admin). OVs and ATTs completing the OCQ(V)-TT and OCQ(AHP)-ATT respectively must register with Sam on successful completion of the OCQ and prior to their conditional OV authorisation being granted. They will also need to register with the individual practice for which they intend to test, before carrying out any TB Testing for that practice.
- 11.4 The Authority will provide the DP with an account for the Sam system.
- 11.5 As per Section 12, the DP will provide the Authority with a list of their Subcontractors in order for the Authority to associate them with the DP in Sam.
- 11.6 The DP and Subcontractors will manage which Sam Users can access their organisation's workbasket.
- 11.7 The Authority will manage the functionality available to users on the basis of their Sam User Role. For example Admin Users can manage and assign commissioned services but cannot certify test results.
- 11.8 The DP's registered Support Staff will have functionality allowing them to assign and reassign activities to the workbasket of a Subcontractor or to a member of a Subcontractor's OV workforce directly, or to an OV directly employed by the DP.
- 11.9 Subcontractors will have workbasket functionality allowing them to manage activities internally within their organisation, or to return activities to the DP. Subcontractors will not have visibility of the DP's workbasket, nor of the assignment of activities across other Subcontractors within the DP's overall network.
- 11.10 System permissions in Sam will mandate that Support Staff and OVs can complete data entry in relation to TB tests (Service A) and Additional Veterinary Services (Service B). All can submit the records of work completion for Additional Veterinary Services (Service B), however for TB test results (Service A), once the data entry is complete, these can ordinarily only be submitted by the testing OV or AVS for an ATT.
- 11.11 The DP's nominated Support Staff will be provided with functionality allowing them to export by file, filtered views of data such as their workbasket for purposes of off-system work management. In addition the DP will be able to view and export detailed historical tuberculin test data and high level data on other services for work for which they were responsible.
- 11.12 In addition to the mandatory reporting of test submission and/or work completion on Sam, some other services will require that off-system procedures are followed in unison to provide the Authority with additional information, such as the completion of paper based forms detailing Additional Veterinary Services (Service B) test

results.

11.13 It is the DP's responsibility to ensure their directly employed nominated Support Staff and their Subcontractors use compatible Information Technology (IT).

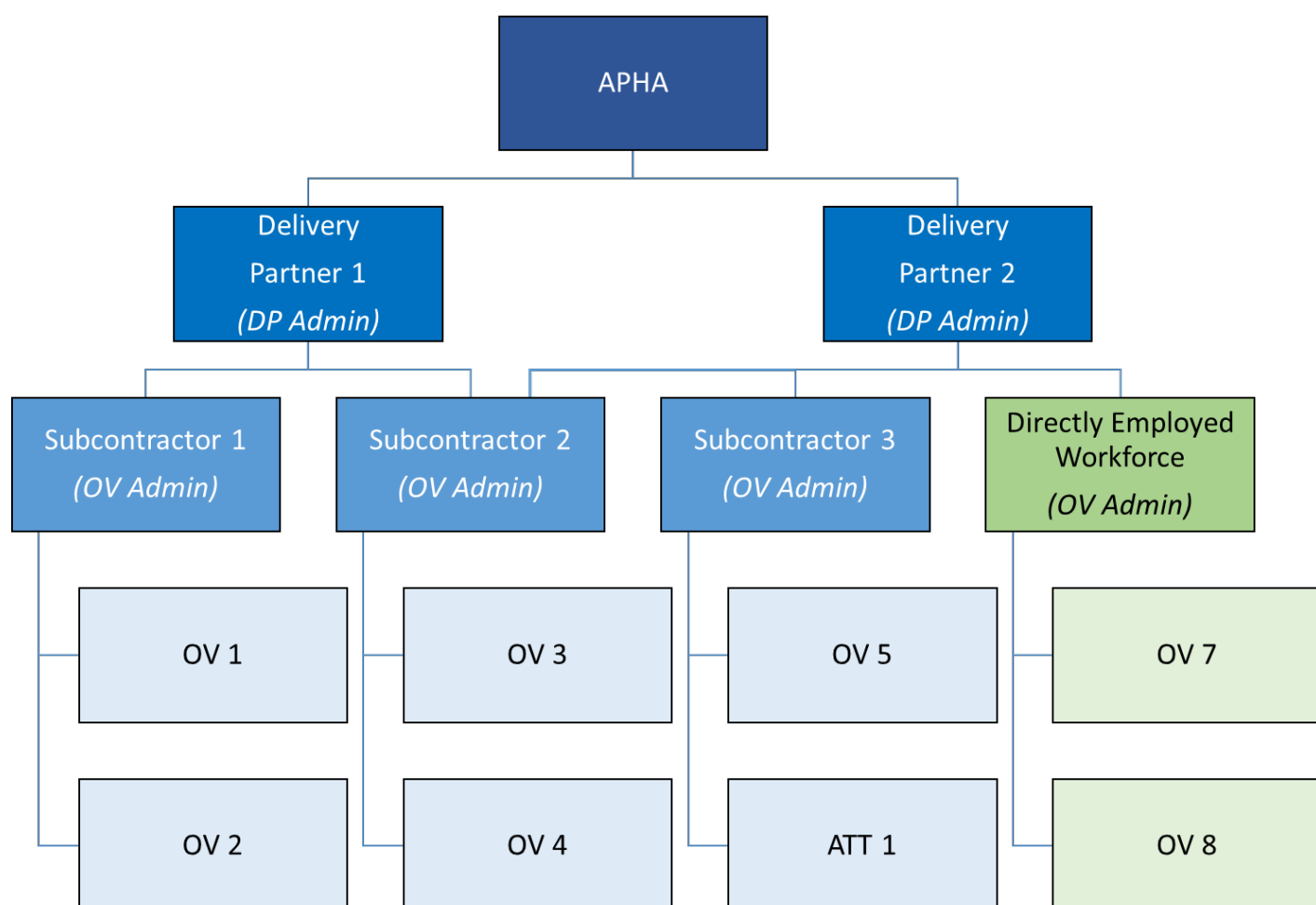
11.14 Sam is currently compatible with the following operating systems:

- a) Windows 10
- b) Windows 7

11.15 Sam is currently compatible with the following web browsers and software:

- a) Internet Explorer 11 in compatibility view mode
- b) Microsoft Office 2010
- c) Microsoft Office 2007
- d) Microsoft Office 2003

11.16 The diagram below shows the hierarchy and relationship model for Sam, showing the associations between the DP, their Subcontractors, OVs / ATTs and other Support Staff within each organisation.



12 REPORTING REQUIREMENTS

12.1 In accordance with the provisions of this Specification of Requirements, DPs are responsible for providing various reports to the Authority as defined in Table D below.

TABLE D - Reporting Requirements

Report	Details	Contract Reference	Frequency Required	Authority Recipient(s)
Subcontractor Report	a) List of all Approved Subcontractor businesses and associated details; b) List of all individual OVs and ATTs directly employed by the DP.	4.8	Ad Hoc - whenever the details are amended	Authority Contract Manager
DP Monthly Report	a) Risk & Issues Log; b) Health and Safety Log; c) Details of any Keeper changes in preferred veterinary business; d) Details of any Keeper appeals; e) Complaints Log – investigations and outcomes.	a) Section 14 b) Section 14 c) 4.39 d) 4.33 e) 9.2	Monthly	Authority Performance Team
DP Quarterly Report	a) All items from DP Monthly Report; b) Quality Assurance Report (inc. number of audits, audit outcomes, escalation).	a) As above b) 9.6 (d)	Quarterly	Authority Performance Team
Annual Quality Assurance Report	a) Report on all quality assurance activities (inc. a summary of progress, trends and corrective actions for all Services); b) Suggested updates to the Continuous Improvement Plan (CIP)	a) 9.6 (i) b) 9.6 (i) and 16.8	Annual	Authority Performance Team

Service C Capability Report	a) Number of FTE committed to delivering BAU veterinary services (inc. name, SP number, veterinary business, FTE status, SOV/OV); b) Number VTs.	a) 7.9 (d) b) 7.9 (e)	Annual	Authority Contract Manager
360 Degree Feedback Report	a) Feedback both proactively gathered and freely received from Keepers (service users) throughout the preceding year; b) Feedback received from the Authority throughout the year, and proactively gathered during the preparation of the report; c) Feedback received from Subcontractors throughout the year, and proactively gathered during the preparation of the report; d) Feedback from any relevant meetings and/or events that are not within the Contract but are relevant to the Services being delivered; e) Feedback that the DP has provided to the Authority throughout the year, and/or any additional reflections in the preparation of the report.	16.9 to 16.12	Annual	Authority Contract Manager

12.2 The Authority will provide and/or agree templates for each of the reports referred to above following Commencement of the Contract, in addition to confirming the contact details and/or circulation list for the intended recipients of each.

13 PERFORMANCE MANAGEMENT

- 13.1 The Authority will manage, monitor and sanction the performance of DPs throughout the life of the Contract under a Performance Management Framework, which is outlined within Annex 2.
- 13.2 Key Performance Indicators (KPIs) are essential to align the DPs performance with the requirements of the Authority in a fair, transparent and practical way. DPs are expected to meet KPI targets, otherwise this could be an indication that the Services are not being delivered effectively and/or there are issues to address.
- 13.3 The Authority intends to implement an Active Performance Management (APM) approach against certain KPIs to drive positive delivery of the Services and quality behaviours against clearly defined service standards.
- 13.4 The APM approach will involve automatic sanctions and incentives for persistent poor or exemplary performance respectively, with tiered KPI targets. It is expected that these provisions will apply equally to all Subcontractors of the DP.
- 13.5 APM will not apply during the first twelve (12) months from Commencement of Services whilst the approach is further developed in partnership with all DPs to ensure that the KPIs are realistic, achievable and being monitored correctly.
- 13.6 The KPIs set out in Annex 2 shall be enacted immediately upon Commencement of Services, and the Authority reserves the right to amend, replace or introduce new KPIs throughout the life of the Contract.

14. CONTRACT MANAGEMENT AND GOVERNANCE

- 14.1 APHA will manage the Contract for Services on behalf of the Authority. For routine management, APHA will appoint a:
 - a) Supplier Liaison Officer (SLO);
 - b) Deputy SLO (DSLO);
 - c) Contract Manager (CM).
- 14.2 APHA will decide as appropriate whether the SLO, DSLO or CM is the principal point of contact for different aspects of the Contract.
- 14.3 The DP will appoint individuals to the Key Personnel roles defined in Section 8 of the Specification of Requirements.
- 14.4 Monthly and Quarterly meetings will be held with the DP to review operational delivery of the Contract, but also including a review of KPIs, invoicing, risks and issues.
- 14.5 Issues which cannot be resolved by the SLO and POV (and their 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. Issues requiring further escalation may also be escalated to APHA's Head of Contract Management and/or relevant Director.
- 14.6 Other meetings may be held, at the discretion of the Authority, or at the request of

the DP, throughout the life of the Contract.

- 14.7 The DP will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting, unless otherwise specified in the Specification of Requirements. Meetings may also be held by teleconference with the agreement of all parties.
- 14.8 Quarterly meetings will usually be held face-to-face at the most mutually convenient location but with teleconference facilities available.
- 14.9 All meetings will be minuted, with secretariat support provided by APHA, and minutes and actions distributed within ten (10) Working Days of any meeting.
- 14.10 The DP will maintain a register of risks and issues which should be discussed with APHA representatives at each Contract review meeting.
- 14.11 The CM should ensure that all meeting minutes, risk registers and any other Contract documentation is recorded against the Authority's Contract records.
- 14.12 Table A of this Schedule gives the purpose of each of these meetings and the required attendees.

Table A – Contract Management Meeting Schedule

Meeting	Forum	Usual Attendance	Usual Content
Specific Issues, ad hoc	Face-to-face and/or telecon (as required)	APHA: • SLO and/or DSLO (<i>if required</i>) • CM (<i>if required</i>) • Head of CM (<i>if required</i>) • Secretariat support • Any other Authority representative (<i>as required</i>) Delivery Partner: • POV and/or DPOV • Any other relevant Key Personnel from within their organisation <i>Note – The meeting will be chaired by the most appropriate Authority representative as determined by the content of the meeting.</i>	Specific operational or contractual issues requiring detailed discussion
Monthly Contract Review Meeting	Usually via telecon (or face-to-face if agreed)	APHA: • SLO (<i>Chair</i>) and/or DSLO • APHA CSC • Secretariat support Delivery Partner: • POV and/or DPOV	1) Agree minutes from previous meeting 2) Review of Action Log 3) Urgent operational issues 4) Review of Risks and Issues Log 5) Health and Safety Issues Log 6) Performance Review – KPIs for previous complete month 7) Issues for escalation

		Any other relevant Key Personnel from within their organisation	
Quarterly Contract Review Meeting (end of Q1 and Q3)	Usually face-to-face (with Telecon facilities available)	APHA: - SLO (<i>Chair</i>) and/or DSLO - CM - Head of CM (<i>if required</i>) - Veterinary Adviser – CMT (<i>if required</i>) - Secretariat support - Any other Authority representative (<i>as required</i>) Delivery Partner: - POV and/or DPOV - Any other Key Personnel from the DP as appropriate	- Agree minutes from previous meeting - Review of Action Log - Urgent operational issues - Review of Risks and Issues Log - Health and Safety Issues Log - Performance Review – KPIs for previous complete quarter - Review of Quality Assurance Report - Review of other Quarterly Reports - Service wide issues / Authority updates - Issues for escalation
Interim Strategic Review Meeting (end of Q3)	Usually face-to-face (with telecon facilities available)	APHA: - Head of Contract Management (<i>Chair – Part 3: SRM</i>) - CM - SLO (<i>Chair – Part 1 & 2</i>) and DSLO - Veterinary Adviser - CMT - Secretariat support - Authority Policy representatives (<i>Part 2 & 3</i>) - Head of Service (<i>optional</i>) - Any other Authority representative (<i>as required</i>) Delivery Partner: - POV and/or DPOV - QAL - Any other relevant Key Personnel from within their organisation	Part 1 (<i>individual DP meetings</i>) - Agree minutes from previous meeting - Review of Action Log - Urgent operational issues - Review of Risks and Issues Log - Health and Safety Issues Log - Performance Review – KPIs for previous complete quarter - Review of Quality Assurance Report - Review of other Quarterly Reports - Review of Continuous Improvement Plan - Issues for escalation Part 2 (<i>All DP POVs and QALs together</i>) - Interim strategic review of

			Performance 12) Interim strategic review of Quality Assurance Part 3 (DP SRM representatives) 13) Strategic Relationship Management workshop
Annual Strategic Review Meeting (end of Q4)	Usually face-to-face	APHA: • Head of Contract Management (<i>Chair – Part 3: SRM</i>) • CM • SLO (<i>Chair – Part 1 & 2</i>) and DSLO • Veterinary Adviser - CMT • Secretariat support • Authority Policy representatives (<i>Part 2 & 3</i>) • Head of Service (<i>optional</i>) • Any other Authority representative (<i>as required</i>) Delivery Partner: • POV and/or DPOV • QAL • Any other relevant Key Personnel from within their organisation	Part 1 (individual DP meetings) 14) Agree minutes from previous meeting 15) Review of Action Log 16) Urgent operational issues 17) Review of Risks and Issues Log 18) Health and Safety Issues Log 19) Performance Review – KPIs for previous complete quarter 20) Review of Quality Assurance Report, and agree Annual Audit Plan for the year ahead 21) Review of other Quarterly Reports 22) Review of Continuous Improvement Plan 23) Review of Contingency Planning 24) Issues for escalation Part 2 (all DPs together) 25) Policy updates from the Authority 26) Strategic review of Performance 27) Strategic review of Quality Assurance

			Part 3 (DP SRM representatives) 28) Strategic Relationship Management workshop
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15. STRATEGIC RELATIONSHIP MANAGEMENT

Overview of Strategic Relationship Management

- 15.1 The Authority intends to develop and maintain robust and meaningful relationships with all DPs across the VDP in order to adopt practices and behaviours to engage more purposefully, collaboratively and strategically.
- 15.2 The Strategic Relationship Management (SRM) approach will provide the opportunity for the Authority and all DPs to form a partnership group to drive these intentions throughout the life of the Contract.
- 15.3 The core aims of the partnership will be to improve delivery of service against Government objectives, building a relationship to facilitate the DPs and the Authority working together to achieve common goals and increase mutual value beyond that originally contracted, but still within the overall scope of the Contract.
- 15.4 Through the SRM process, and subject to the standard Contract Variation process, the Authority may seek to vary the Contract for Services as a result of innovations and/or agreed improvements to the delivery of Services and associated processes within the FMS. The Authority may also seek to complement the Contracts for Services with all DPs with any additional agreement(s) that support any wider co-operation.

SRM Process

- 15.5 All DPs will be expected to provide an SRM lead representative, (usually expected to be the POV, a nominated deputy, or another Key Personnel role), to attend two (2) face-to-face SRM workshop meetings per annum throughout the life of the Contract. These meetings will be held alongside the Interim and Annual Strategic Contract Review Meetings (see Section 14). Any additional meetings within the same year will be held at the discretion and agreement of the partnership group.
- 15.6 The objective of the inaugural workshop will be for the Authority and all DPs to identify initiatives and opportunities that provide:
 - a) Any prospective financial savings and/or income generation opportunities for the Authority and/or DPs;
 - b) Improved innovation;
 - c) Improved resolution of issues;
 - d) Improved communication between any of the Authority, DPs, Subcontractors, Keepers, suppliers of related services to the Authority or other relevant parties;
 - e) Improved customer (Authority) and Contractor (Delivery Partner) relationship;
 - f) Improved security of supply and resilience;
 - g) Improved response to Outbreaks and other emergencies.

- 15.7 Each initiative should be assessed by the partnership for strategic importance, deliverability, ownership, financial impact (cost and benefits), timescale for delivery, stakeholder engagement and any other relevant criteria that the partnership agree.
- 15.8 The partnership group should prioritise the initiatives and agree which will be actively pursued, and determine how they will be managed, delivered, monitored and reported on.
- 15.9 The SRM process and any agreed outputs must be regarded as a 'living document', regularly refreshed and adaptive, with comprehensive reviews at least on an annual basis throughout the life of the Contract.
- 15.10 DP representatives in attendance should be able to freely report on any discussions and outputs from SRM meetings with other members of their DP following any meeting. Any written materials produced from SRM meetings, including any notes of the discussion, will be shared with the DP representative that attended the meeting but these should also be free for circulation to other members of each DP.
- 15.11 The SRM partnership should agree what communications are free for circulation outside of the Authority and VDP representatives.
- 15.12 The Authority will provide secretariat support for the SRM partnership meetings.

16. CONTINUOUS IMPROVEMENT

Overview of Continuous Improvement

- 16.1 DPs are responsible for the continuous improvement of the Services and all associated provisions of the FMS throughout the length of the Contract, driving improvements to efficiency, quality, management, administration and value for money.
- 16.2 Continuous improvement responsibilities should principally focus on those initiatives that DPs are able to practically and reasonably deliver autonomously, or with the support of the Authority where agreed as both appropriate and feasible.
- 16.3 Continuous improvement initiatives may also be complementary to those agreed through the provisions of Section 15 that may, from time to time, be agreed and enacted between the Authority and all DPs within the VDP.

Continuous Improvement Plan

- 16.4 DPs must provide a comprehensive Continuous Improvement Plan (CIP) to the Authority's Appointed Contract Manager within two (2) calendar months of the commencement of the Services.
- 16.5 The CIP must:

- a) be approved by the Authority within six (6) months following the Commencement of Services;
- b) have a clear schedule for review, at least annually, for the duration of the Contract;
- c) consider new and evolving relevant technologies which could improve the delivery of Services and/or other aspects of the FMS;
- d) consider changes in business process and ways of working that would enable the Services and/or other aspects of the FMS to be delivered at lower costs to the Authority and/or provide enhanced outcomes to the Authority, Keepers and/or Subcontractors;
- e) fully cost any proposed initiatives, including potential benefits to either the Authority and/or the DP over the duration of the Contract;

16.6 The DP shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvements should be implemented. The DP shall provide any further information that the Authority requests to consider any initiatives proposed.

16.7 Where improved efficiency is achieved following the implementation of an agreed initiative, the DP shall propose an appropriate reduction in the fees charged to the Authority for the delivery of Services. Any such reductions shall be implemented in accordance with the Change Control process within the Contract.

16.8 Once agreed, the DP shall regularly report on progress against the CIP as part of the schedule of contract management meetings, as per Section 14.

360 Degree Feedback Report

16.9 In the spirit of continuous improvement, and as a fundamental part of the CIP, DPs shall be required to submit an annual three-hundred and sixty (360) degree feedback report to the Authority at least two (2) weeks prior to the Annual Contract Review Meeting.

16.10 The report should consider and collate:

- a) Feedback both proactively gathered and freely received from Keepers (service users) throughout the preceding year;
- b) Feedback received from the Authority throughout the year, and proactively gathered during the preparation of the report;
- c) Feedback received from Subcontractors throughout the year, and proactively gathered during the preparation of the report;
- d) Feedback from any relevant meetings and/or events that are not within the Contract but are relevant to the Services being delivered;
- e) Feedback that the DP has provided to the Authority throughout the year, and/or any additional reflections in the preparation of the report;

16.11 The purpose of the report is not to record a history of issues, actions and resolutions experienced throughout the preceding year. All items of feedback recorded within the report should be of relevance to potential continuous improvement initiatives and/or potential considerations that for escalation and

inclusion in the Strategic Relationship Management forum as they are relevant to the whole VDP.

- 16.12 In considering the feedback, the DP should make any relevant, appropriate and objective recommendations within the report, appreciating the various perspectives involved and identifying potential opportunities and constraints.

17. CONTINGENCY PLANNING

- 17.1 DPs must provide and maintain a comprehensive Business Continuity and Disaster Recovery Plan (BCDR) to the Authority's Appointed Contract Manager within one (1) calendar month of the Commencement of the Contract.

- 17.2 The purpose of the BCDR Plan shall be to ensure that, in the event of a disruption, howsoever caused, the DP is able to maintain continuance of the Services to the Authority.

- 17.3 The BCDR Plan must:

- a) be approved by the Authority prior to Commencement of Services;
- b) have a clear schedule for review, at least annually, and following any business continuity issue for the duration of the Contract;
- c) be tested by the DP and/or their Subcontractors at least annually for the duration of the Contract;
- d) be submitted to the Authority for re-approval following any review and amendments;
- e) cater for any failure or disruption and shall address the various possible levels of failure or disruption (that is, from minimal failure through to total failure);
- f) detail the processes and arrangements which the DP shall follow to ensure continuity of the business processes, operations and the work commissioned by the Authority following any failure or disruption of any element of the Services;
- g) detail the actions required for recovery in the event of a disaster or other event (or combination of events) that might result in the loss or partial loss of availability of Services;
- h) provide an assessment of the levels of likelihood and impact for each potential failure or disruption of any element of the Services;

- 17.4 In the event of a failure, disaster or other disruption event (or combination of events) that might result in the loss or partial loss of availability of Services, the DP shall immediately invoke the BCDR Plan and inform the Authority.

18. WELSH LANGUAGE STANDARDS

- 18.1 The provisions of this section are only applicable to Services provided in Wales.

- 18.2 The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the "Measure") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh

Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

- 18.3 The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at:
<http://www.comisiynyddygydraeg.cymru/english/Pages/Home.aspx>
- 18.4 The DPs appointed to deliver Services under the VDP may be providing the Services on behalf of the Welsh Ministers and must therefore comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.
- 18.5 The Service Delivery Standards which currently apply to the Services are listed below. The Authority will notify the Contractor(s) of any changes to the Service Delivery Standards with which the Services must comply.
- 18.6 The DP will be required to report against compliance with the standards in the same way as for other duties and requirements under the Contract.
- 18.7 The relevant standards are: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 24, 24a, 26, 26a, 27, 27a, 27d, 29, 29a, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 47, 48, 49, 50, 50a, 50b, 51, 52, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 67, 68, 69, 70, 71, 72, 72a, 74, 75, 76, 77, 77a, 79, 80, 81, 82, 83, 85 and 87.
- 18.8 Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work.

ANNEX 1 – HISTORIC AND POTENTIAL VOLUMES OF WORK

Not included within this document - see five (5) separate supporting files as outlined below.

Part A Service A 2019 volumes

Service A 2019 baseline data, county level, split by new Geographical Region.

Part B Service A 2019 volumes + HRA

Service A 2019 data with uplift applied to reflect the move to 6-monthly testing in the High Risk Areas in England, county level, split by new Geographical Region.

Part C Service A Trends

Service A trend data (financial years 2015 to 2020), county level, split by new Geographical Region.

Part D Service A Transition Summary

Service A transition summary demonstrating allocation and delivery, split by new Geographical Region.

Part E Service B Trends

Service B trend data (financial years 2015 to 2020), county level, split by new Geographical Region.

ANNEX 2 - PERFORMANCE MANAGEMENT FRAMEWORK

Overview of the Performance Management Framework (PMF)

1. As part of the Authority's continuous drive to improve the performance of all contracted Services, this PMF will be used to monitor measure and control all aspects of the DP's and their Subcontractor's performance against clearly defined service standards.
2. The purpose of the PMF is to set out the obligations on the DP and their Subcontractors, to outline how their performance will be evaluated, and to detail the sanctions for performance failure.
3. The DP is responsible for managing the performance of any Subcontractors and shall be responsible for the acts or omissions of its Subcontractors.
4. Key Performance Indicators (KPIs) are essential to align DP performance with the requirements of the Authority and to do so in a fair and practical way. DPs are expected to meet KPI targets, otherwise this could be an indication that the Services are not being delivered effectively and/or there are issues to address. KPIs must be realistic, achievable, and set to indicate where the service is failing if they are not achieved.
5. KPIs are set out at Table K below and will be enacted immediately upon Commencement of Services. They will be reviewed in accordance with the provisions of Section 14 of the Specification of Requirements, and formally monitored on a quarterly and annual basis.
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 the Contract to be agreed with the DP using a Contract Change Note.
7. Where a KPI has a percentage measure, the DP's performance will be rounded up or down to the nearest whole number.
8. The DP's performance against at least three (3) KPIs in this PMF will be shared with the UK Government Cabinet Office for publishing on GOV.UK. This is part of the Government's commitment to transparency and building confidence in the delivery of public services. The KPIs that the Authority intends to share are indicated in Table K below.
9. The DP will maintain their own management reports, which will include detail on periodic checks to ensure quality.
10. The DP will maintain their own comprehensive Risk and Issues Log, and this will be circulated to the Authority at least one (1) working week in advance of each Contract meeting in accordance with the provisions of Section 14 of the Specification of Requirements.

Performance Management Report

11. APHA will produce a Performance Management Report (PMR) on a monthly basis, detailing the DP's performance against the KPI's. The PMR will be circulated on a monthly basis and the DP will have the opportunity to appeal any KPI failures and provide mitigating evidence to the Authority to consider. The following process will apply:
 - **Working Day 4** – APHA will issue the Final PMR from preceding month to the DP (i.e. in March, report for January issued);
 - **Working Day 4** – APHA will issue Interim PMR detailing KPI failures of previous month (i.e. in March, Interim PMR for February issued);
 - **Working Day 14** – The DP to respond to Interim PMR requesting any appeals and providing any mitigating justification for KPI failures, returned to APHA on exception report;
 - **Working Day 15** – APHA to commence review any KPI Appeals;
 - **Working Day 20** – KPI appeal decisions notified to the DP and Final PMR adjusted by APHA
12. The KPI Appeals Standards are detailed in Appendix 2.
13. If the DP wishes to further challenge a KPI appeal decision, it should be escalated for discussion at the next available Quarterly Contract Review meeting.
14. If APHA decides to further review the KPI appeal decision, a final decision will be notified in writing to the DP within five (5) Working Days of the Quarterly Contract Review meeting at which it was escalated for discussion, unless by mutual consent with the DP a later date is agreed to allow for further evidence to be reviewed to support the decision.
15. Any performance issues highlighted in the monthly PMRs must be addressed by the DP, who may be required to provide a formal improvement plan to address all issues highlighted by the Authority within ten (10) Working Days of request by the Authority.

Active Performance Management

16. The Authority intends to implement an Active Performance Management (APM) approach against certain KPIs to drive positive delivery of the Services and quality behaviours against clearly defined service standards.
17. The APM approach will involve automatic sanctions (Service Credits) and incentives (Performance Premium) for persistent poor or exemplary performance respectively, with tiered KPI targets. It is expected that these provisions will apply equally to all Subcontractors of the DP.
18. The APM approach will consist of the following:
19. An active sanction (Service Credit regime) that is automatically employed when performance against any KPI drops below acceptable standards (excepting any mitigating circumstances beyond the control of the DP);

20. An active incentive (Performance Premium) for 'exemplary performance' against the KPIs, above the defined minimum acceptable standards;
21. The DP shall ensure that the APM approach is fully delegated to Subcontractors through the DP's own contractual agreements;
22. An indication of how APM will be applied is shown below, using an example of a KPI with a ninety-five (95) percent (%) target. However, this will not apply during the first twelve (12) months from Commencement of Services whilst the approach is further developed in partnership with all DPs to ensure that the KPIs are realistic, achievable and being monitored correctly. A Contract variation will integrate the agreed APM approach into the wider PMF.

KPI Performance	Assessment	Comments
Less than 85%	Below target	Service credit applied against KPI
Between 85 -93%	Approaching target	No service credit applied, unless the KPI remains at this level for more than 2 consecutive quarters
Between 93 -97%	Within +/-2%of 95% target	Acceptable performance
Between 98 –100%	Above target range	KPI bonus applied

Service Credits

23. Service credits sit within the wider service management approach being utilised by 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.
24. The service credit regime may be instigated at the discretion of the Authority when there is a service failure against a defined KPI target within the performance monitoring period. Failure to meet a KPI may also give rise to a remediation plan.
 - a) KPIs with a service credit rating of 0 will have no associated service credit;
 - b) KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure;
 - c) KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure;
 - d) The maximum annual amount of service credits to be applied will be no more than 10% of the total annual Contract value per DP.
25. Service credits will be paid to the Authority in arrears as a credit note to the next monthly invoice.

26. The service credit regime will operate from commencement of delivery of Services until the end of the Contract Period.
27. The Authority and the DP will enter into good faith discussions at the first Interim Strategic Contract Review Meeting to review the KPIs and assess their effectiveness. The KPIs may be adjusted to ensure that they are appropriate and achievable.

TABLE K – KEY PERFORMANCE INDICATORS

KPI	Description	KPI Target	Source(s)	Service Credit Rating	To be published on Gov.uk
KPI-01	Service A (Bovine): TB Test results for Bovines, where Reactors / IRs are disclosed, are submitted on Sam within one (1) Working Day of the TT2 date.	95%	APHA Business Objects Report	2	Yes
KPI-02	Service A (Bovine): All TB Test results for Bovines are submitted on Sam within five (5) Working Days of the TT2 date.	97%	APHA Business Objects Report	1	Yes
KPI-03	Service A (Non-Bovine): All TB Test results for Non-Bovines are received by APHA and the associated WSA is submitted on Sam within five (5) Working Days of the TT2 date.	97%	APHA Business Objects Report	1	No
KPI-04	Service A (Data Quality): All data input and submitted on Sam is accurate.	97%	APHA Report	2	Yes
KPI-05	Service A (Test Arrangement Details): The TB Test date, time and name of the TB Tester is input and saved into Sam a minimum of 2 Working Days prior to TT1.	95%	APHA Business Objects Report	2	No

KPI-06	Service B: Task data to be submitted on Sam within one (1) working day of the completion date.	95%	APHA Business Objects Report	2	No
KPI-07	Service B (Cymorth TB - Wales only): All visits are carried out within seventy (70) calendar days of APHA instruction, unless the farmer or herd keeper declines the visit or requests a later visit and APHA are informed of the revised visit date.	100%	APHA Business Objects Report	1	No
KPI-08	Service B (Cymorth TB - Wales only): Following completion of the visit the feedback form is received by APHA and the associated WSA is submitted on Sam within ten (10) working days. The ten (10) Working Days is from the date of the visit by the OV and the completion date input on Sam should be the date of that visit	100%	APHA Manual Check	1	No

ANNEX 3 – CYMORTH TB - ONLY RELEVANT TO WELSH LOTS

Overview of Cymorth TB

1. Cymorth TB support is offered to herds in Wales as part of TB eradication and on behalf of the Welsh Government. The type of support and approach will be determined by the TB status:
 - a) Breakdown herds both new and existing;
 - b) Herds coming off restriction;
 - c) A “Keep it out” visit for herds having a clear contiguous test in the Wales Intermediate TB area North.
2. The DP will undertake the delivery of Cymorth TB under Service B (see Section 6). Cymorth TB has been developed to implement a more comprehensive approach to the management of new, and existing TB breakdowns and the support provided to farmers and herd keepers during the period they are under restrictions. In the Intermediate TB Area of North Wales (ITBAN), herds testing clear at contiguous tests are also eligible to receive Cymorth TB support.
3. The key objectives of Cymorth TB are:
 - a) to minimise the impact of a breakdown;
 - b) to clear up TB breakdowns more quickly;
 - c) to provide advice on minimising the risk of a future breakdown through appropriate biosecurity and wildlife control advice;
 - d) keeping the disease out of OTF holdings.
4. The historical volumes of work in Annex 1 provide an indication of the scale of the work within the Geographical Region for Cymorth TB Government paid services. It does not represent any commitment from the Authority.

Scope

5. For new and existing TB breakdowns and clear testing herds in the ITBAN through Cymorth TB Keepers are automatically apportioned a Government funded visit from an OV that will be able to provide tailored advice specific to a particular farm or holding as well as carry out a well-informed risk assessment.
6. The Cymorth TB event (breakdown and Keep it Out) should include:
 - a) The OV familiarising themselves with the TB history of the holding via consideration of the farm level data pack (provided by APHA) and a conversation, where appropriate, with the APHA case vet before the visit takes place;
 - b) The visit is expected to take three (3) hours;
 - c) A farm walk looking at farm yard and boundary weaknesses (this is where the preparation is important);
 - d) Consideration of biosecurity is a priority:
 - ii) Cattle/geographical biosecurity;
 - iii) Consideration of wildlife impact;
 - iv) Human impacts on biosecurity.

- e) Consideration of trading policy, informed purchasing, etc;
- f) OV must be able to explain Welsh Government TB Eradication Programme including testing, movement restrictions, wildlife interventions, etc;
- g) Signposting farmer to resources that may be of use to them: TB Hub, ibTB, etc;
- h) Awareness of welfare/mental health support that may be useful to the Keeper.

7. The Cymorth TB end of breakdown event should include:

- a) The visit/call is expected to take one (1) hour and can be undertaken at the farm or over the phone;
- b) Ideally considers topics covered in earlier visit (but not always the case);
- c) Ensures that the farmer has a chance to discuss trading policy and the dangers associated with coming off restriction;
- d) Looks at good biosecurity safeguarding practice going forward;
- e) Chance to check the farmers welfare and signpost possible support (as above);
- f) This event is essentially an opportunity for Farmer and vet to assess a breakdown look at any lessons learned and plan for a TB free future.

8. DPs must ensure that the Subcontracting OVs and practices:

- a) attend requested visits in a timely manner;
- b) Are appropriately trained both theoretically (OCQ(V) Cymorth TB) and from a practical point of view to carry out the visits effectively.

9. Work will be commissioned under Service B through Sam and may be allocated to a Subcontracted veterinary business or to directly employed staff within the DP.

10. All Cymorth TB visits should be carried out within seventy (70) calendar days of APHA instruction, unless the farmer or herd keeper declines the visit or requests a later visit and APHA are informed of the revised visit date.

11. Following completion of the visit the feedback form should be received by APHA and the associated WSA should be submitted on Sam within ten (10) Working Days. The ten (10) working days is from the date of the visit by the OV and the completion date input on Sam should be the date of that visit.

ANNEX 4 – MINIMUM WORKFORCE GUARANTEE

- 1.1 In accordance with Section 7: Service C – Emergency Support Services of the Specification of Requirements, a three (3) phase guaranteed minimum number of SOVs and OV's are required by Geographical Region as indicated in Table L below.

TABLE L - MINIMUM WORKFORCE GUARANTEE

Region	Phase 1 Guarantee		Phase 2 Guarantee		Phase 3 Guarantee	
	SOVs	OVs	SOVs	OVs	SOVs	OVs
North Wales	0	3	1	5	To be populated at least one (1) month prior to Commencement of the Services, as determined by the DP's committed workforce for the delivery of Services, and subject to annual amendment, as per Section 7 of the Specification of Requirements	
South Wales	1	9	2	18		
Devon & Cornwall	1	11	4	22		
Western England	1	11	4	22		
South & Eastern England	1	8	2	16		
Northern England	1	8	2	16		
Total	5	50	15	100		

- 1.2 DPs are welcome to improve upon these guaranteed minimum numbers at each phase if they are able to do so without impeding the business as usual delivery of Services.

ANNEX 5 – TRANSITION AND IMPLEMENTATION

1. Below is a description of the main transition and implementation details, indicating the dates that Services are expected to transfer between the current Contractors and new DPs. A Contract Exit Plan has been agreed with current Contractors, and this will be reviewed and amended as required following the Commencement of this Contract with the new DPs, alongside a robust Transition and Implementation Plan, to be agreed with the Authority.

Service A

2. The lead time from TB Test notification (Instruction/Activation Date) to required completion (Latest Activity Completion Date) is up to five (5) months depending on TB Test type.
3. The first generation VDP contracts will expire on 5th September 2021, however the suppliers appointed to those contracts will continue deliver Services during a Termination Assistance Period (TAP). This will expire on 3 October 2021 in the majority of Geographical Regions, with two (2) exceptions – expiring on 31st October 2021 in Lot 5 (South East) and Lot 7 (North) where a more significant number of tests carry the longest 5 month lead time.
4. In all other Lots the number of tests with a five (5) month lead time is negligible and current suppliers will be encouraged to work with Keepers to manage down this tail of work. However, any such tests incomplete by 3 October 2021 will be reallocated to the new DPs appointed for the Geographical Region in which the Holding is located.
5. New DPs will be required to commence work management and customer support functions from 1st June 2021 (including managing and allocating the tests with the longest lead times to Subcontractors), however the delivery of TB Testing by new DP will not commence until 1st August 2021.
6. During August to October 2021 both current suppliers and new Delivery Partners will deliver TB Testing simultaneously. The Test Notification Letter (TNL) issued by the Authority to Keepers will direct them to the appropriate DP.

Overdue TB tests

7. Current suppliers will continue to deliver all testing allocated to them until 3rd October 2021, including any TB Tests that have gone overdue.

Service B

8. The majority of Service B tasks are for immediate delivery and will be allocated to current suppliers until 12th September 2021. Thereafter all Service B work will be allocated to the new DPs.

9. The exception is the Cymorth service in Wales which carries a seventy (70) day lead time for completion. These tasks will be allocated to current suppliers until 26th July 2021 for delivery by 3rd October 2021, and to new DPs thereafter.

Service C

10. Service C is for immediate delivery and will be allocated to current suppliers until 12th September 2021, and to new DPs thereafter. Any Service C deployments allocated to current suppliers will cease on 3rd October 2021.

Authority data

11. Current suppliers will inform APHA of all data they hold or have generated in relation to delivery of the contract. APHA will then assess whether or not it is Authority Data, as defined in the terms and conditions of Contract. Current suppliers will provide this data to the Authority and then declare destruction of all copies. The Authority will share any appropriate Authority Data with new DPs if it relates to the delivery of Services.

Quality Assurance Audits

12. Quality Assurance audits will be delivered by current suppliers until 5th September 2021, with only targeted and pre-arranged audits being carried out by them between 5th September and 3rd October 2021. New DPs will commence delivery of quality assurance audits from 6th September 2021. Audit data gathered as a result of the Contract is Authority Data.

Transition Item	Date	Details
New Contract award (wk commencing)	22 nd February 2021	
New Contract and transition start	1 st March 2021	
Allocation of TB testing (Service A) to new Contractors start	1 st June 2021	
Cymorth allocation to current suppliers end	26 th July 2021	
TB testing under new Contract start (60cd lead, 3m window)	1 st August 2021	Allocated from 1 st June (window closes 1 st October)
TB testing under new Contract start		Allocated from 1 st June

(60cd lead, 3m window, lots North & SE)		(window closes 1 st November)
TB testing under new Contract start (60cd lead, 2m window)		Allocated from 1 st June (window closes 01-Oct)
TB testing under new Contract start (60cd lead, 30wd window)	20 th August 2021	Allocated from 20 th June (window closes 1 st October)
TB testing under new Contract start (60cd lead, 30cd window)	1 st September 2021	Allocated from 2 nd July (window closes 1 st October)
Termination Assistance Period (TAP) for current suppliers start	5 th September 2021	
Routine audits by current suppliers end		
Routine audits by new DPs start	6 th September 2021	
Service C allocation to current suppliers end	12 th September 2021	
Service B allocation to current suppliers end (excluding Cymorth)		
All services A-C by current suppliers end (excluding some TB testing in South East and North)	3 rd October 2021	Any work outstanding will be re-allocated to new Contractors after this date
TB testing by current suppliers in South East and North end	31 st October 2021	Any work outstanding will be re-allocated to new Contractors after this date

ANNEX 6 – EXIT MANAGEMENT

General

1. In accordance with the terms and conditions of Contract, the DP is required to ensure the orderly transition of the Services from the DP to the Authority and/or a Replacement Contractor in the event of termination (including partial termination) or the expiry of this Contract.
2. This Annex sets out the principles of the exit and Service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of an Exit Plan.

Exit Plan

3. The DP will appoint an Exit Manager and provide written notification of such appointment to the Authority's Appointed Contract Manager within one (1) month of the Commencement of the Contract. The Authority's Appointed Contract Manager will act as the Authority's Exit Manager and will oversee the exit process.
4. The DP's Exit Manager will be responsible for ensuring that the DP, its Staff and any Subcontractors comply with the Exit Plan. The DP will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the DP as are reasonably necessary to enable the DP to comply with the requirements of the Exit Plan.
5. The parties' Exit Managers will liaise with one another in the relation to all issues relevant to the termination of this Contract and all matters connected with the Exit Plan and each party's compliance with it.
6. The parties' will, within six (6) months of the Commencement of the Contract, use their respective reasonable endeavours to agree the contents of an Exit Plan. The Exit Plan will set out the approach to transition and exit management from the Contract, including the seamless transfer of delivery of Services to the Authority and/or a Replacement Contractor.
7. If the parties are unable to agree the contents of the Exit Plan, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure in the terms and conditions of the Contract.
8. The Exit Plan will contain, as a minimum:
 - a) Any necessary management structures to be employed during both transfer and cessation of the Services;
 - b) a detailed description of both the transfer and cessation processes, including timetable and details of how the Services will be transferred effectively, efficiently and in an orderly manner that will enable the Authority and/or any Replacement Contractor to continue with the Services from the Transfer Date in a manner and form that is mutually agreed.

9. The parties' will review and update the Exit Plan annually as required, within one (1) calendar month of each anniversary of the Commencement of the Contract, to reflect any changes to the Services.

Cooperation and Assistance

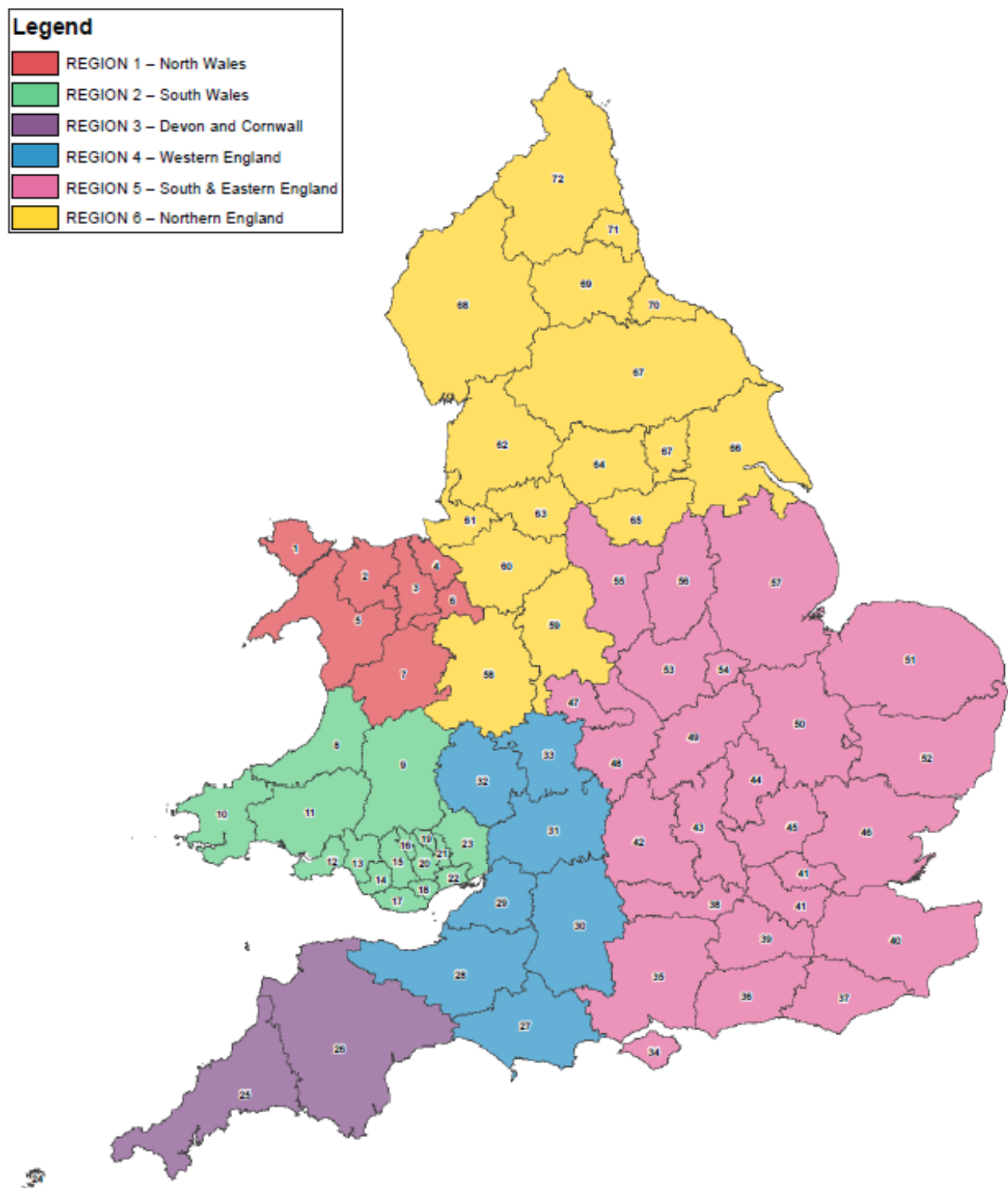
10. A Termination Assistance Period (TAP) will apply during the period:
- a) commencing where a notice of termination is served, on service of such notice; or
 - b) commencing six (6) months prior to the Expiry Date of the Contract;
 - c) ending one (1) calendar month after the Termination Date or Expiry Date, as the case may be.
11. During the TAP, and in accordance with the terms and conditions of the Contract, the DP shall provide to the Authority or, if requested by the Authority, any Replacement Contractor:
- a) reasonable cooperation in connection with the transfer of responsibility for the Services and so as to assist the Authority to resume the operation of Services, including:
 - i. liaising with the Authority and/or a Replacement Contractor, and providing reasonable assistance and advice concerning the Services and the transfer of the responsibility for their performance to the Authority or to such Replacement Contractor;
 - ii. if required, the DP will afford access for any Replacement Contractor at reasonable times and on reasonable advance written notice to the Premises where any Services are performed or provided only to the extent relevant and necessary for the purposes of taking over the Services.
 - b) all information the DP has in its possession or control or is able to produce relating to the Services that is reasonably necessary to enable the Authority or a Replacement Contractor to take over the provision of the Services;
 - c) up to date copies of all Authority Data;
 - d) any reasonable assistance, expertise and advice requested by the Authority in connection with any proposed or envisaged transfer of Services or to facilitate the transfer of Services to the Authority or a Replacement Contractor; and
 - e) all reasonable assistance in connection with its preparation of any request for proposal or other similar to some or all of the Services.
12. For avoidance of doubt the DP will, unless otherwise agreed in writing between the parties, continue to provide the Services under this Contract at no detriment throughout the TAP and any extension thereof.

13. The DP shall be under no obligation to retain those Staff engaged to provide the Services beyond the TAP save where the Authority has requested such assistance, and this has been agreed as part of the Exit Plan.

Termination Obligations

14. The DP shall comply with all of its obligations contained within the Exit Plan.
15. The DP will use all reasonable endeavours to ensure that the transfer of Authority Data will not disrupt or inconvenience the Authority.
16. Upon the Expiry Date or the Termination Date (or earlier if this does not adversely affect the DP's performance of the Services and its compliance with the other provisions of this schedule):
17. The DP will erase from any computers, storage devices and storage media all Authority Data;
 - a) the DP will deliver to the Authority all materials created by the DP under this Contract including the Intellectual Property Rights in which are owned by the Authority;
 - b) each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for a limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services.

APPENDIX 1 – MAP OF GEOGRAPHICAL REGIONS



Regions	Areas	Label	County
REGION 1	North Wales	2	Conwy
		3	Denbighshire
		4	Flintshire
		5	Gwynedd
		1	Isle of Anglesey
		7	North Powys (Montgomeryshire)
		6	Wrexham
REGION 2	South Wales	19	Blaenau Gwent
		14	Bridgend
		20	Caerphilly
		18	Cardiff
		11	Carmarthenshire
		8	Ceredigion
		16	Merthyr Tydfil
		23	Monmouthshire
		13	Neath and Port Talbot
		22	Newport
		10	Pembrokeshire
		15	Rhondda Cynon Taf
		9	South Powys (Radnorshire & Brecknock)
		12	Swansea
		17	The Vale of Glamorgan
REGION 3	Devon and Cornwall	21	Torfaen
		25	Cornwall
		26	Devonshire
REGION 4	Western England	24	Isles of Scilly
		29	Avon
		27	Dorset
		31	Gloucestershire
		32	Herefordshire
		28	Somerset
		30	Wiltshire
		33	Worcestershire

REGION 5	South & Eastern England	44	Bedfordshire
		38	Berkshire
		43	Buckinghamshire
		50	Cambridgeshire
		55	Derbyshire
		37	East Sussex
		46	Essex
		41	Greater London
		35	Hampshire
		45	Hertfordshire
		34	Isle of Wight
		40	Kent
		53	Leicestershire
		57	Lincolnshire
		51	Norfolk
		49	Northamptonshire
		56	Nottinghamshire
		42	Oxfordshire
		54	Rutland
REGION 6	Northern England	52	Suffolk
		39	Surrey
		48	Warwickshire
		47	West Midlands
		36	West Sussex
		60	Cheshire
		70	Cleveland
		68	Cumbria
		69	Durham
		66	East Riding of Yorkshire
		63	Greater Manchester
		62	Lancashire
		61	Merseyside
		67	North Yorkshire
		72	Northumberland
		58	Shropshire
		65	South Yorkshire
		59	Staffordshire
		71	Tyne & Wear
		64	West Yorkshire

APPENDIX 2 – KPI APPEALS STANDARDS

Principles

1. Supporting Information - DPs are responsible for providing any information necessary to support a KPI appeal.
2. Data Fix Requests - A request to amend test results in Sam is an issue of veterinary certification therefore the data fix request must be signed and stamped by the OV. If the test is undertaken by an ATT then they must also sign the request.
3. Timely Appeals - It is in the interest of all parties to conclude the appeals process promptly. Following an appeal against a decision being raised at the monthly meeting any additional supporting information requested must be provided prior to the next monthly meeting to avoid it being rejected.
4. KPI Appeals Standards - APHA will review the approach on a quarterly basis and seek feedback from DPs to inform this.
5. Process:
 - a) APHA Publishes KPI report and exceptions;
 - b) VDP Requests consideration of any exceptions challenged (**Appeal 1**);
 - c) APHA Reviews appealed exceptions against Appeal Standards and shares outcome with VDP;
 - d) VDP, before the next monthly meeting, provides further evidence in support of their appeal (**Appeal 2**);
 - e) APHA Reviews new appeal evidence, discussion and outcome decided at monthly meeting;
 - f) APHA Apply adjustment to KPI performance a month in arrears;

TABLE M - Examples

No.	KPI Ref	Situation	Accept	Reject / Comments	Example feedback text
1	KPI-04	An OV has submitted a test as PRMT instead of using the statutory/surveillance test WSA in their workbasket. The OV later submits the results on the correct WSA and requests a data fix to remove the PRMT.	If it's demonstrated that the test was allocated to the Subcontractor practice after the PRMT had commenced.	If it can't be demonstrated that the test was allocated to the Subcontractor practice after the PRMT had commenced.	WHT went into worklist on xx/xx/xx with earliest activity date xx/xx/xx so should have been visible to the Subcontractor practice in their worklist. NB: If the client had in fact requested a PRMT for these animals then the statutory/surveillance WSA should still have been submitted, with the TT2 as the date it was realised that the animals had been tested on the PRMT (an instruction fee would be paid for the OV's assessment of stock eligibility).
2	KPI-04	An OV from another practice has tested the animals and submitted as a PRMT. The Subcontractor practice then submits the statutory/surveillance test WSA with the animals marked as 'not tested, tested recently' but incorrectly uses the PRMT date.		The instructions are that test results should be submitted 'not tested, tested recently' and the date that this veterinary decision/conclusion had been reached entered as the TT2 date.	TT dates used were those of the most recent xxx test. No animals were tested on xx/xx/xx therefore the TT2 date used should have been the date that the VDP OV established that there were no animals required to be tested.
3	KPI-01 KPI-02	Illness or injury to OV meant they were not available to submit test (this refers only to when the TT1 & TT2 were completed by the same OV).	If it's demonstrated that application of the contingency plan in place to submit results wasn't possible due to unforeseeable	The Subcontractor practice should have a SOP/established contingency plan to cover how such tests should be submitted. The Sam official veterinarian	The Subcontractor practice should have contingency plans in place to manage such incidents and be familiar with the instruction to contact APHA to request permission for an alternative OV to sign tests in exception circumstances.

	KPI-03		circumstances.	guide states that in exceptional circumstances the OV 'signing' the test maybe a different OV to the test performer. If this situation occurs the OV should contact the local APHA office for approval before 'signing' the test.	
4	KPI-01 KPI-02 KPI-03	The large number of animals tested prevented the efficient submission of results.	If it's demonstrated that that number of animals to be tested was significantly greater than was reasonably foreseeable.	If the Subcontractor hasn't made reasonable efforts to establish approximately how many animals they are going to test when they book the test and therefore plan resources to manage the submission of the test results.	Operational issue for Subcontractor practice and VDP to resolve.
5	KPI-04	Test results for TR animals were included on WHT submission. The TR WSA was then left blank.	If it's demonstrated that the TR was allocated to the Subcontractor practice after the WHT had commenced. Subcontractor practice should provide the TR WSA number in order to evidence that the TR test was not available to the Subcontractor practice at the time that the WHT (or other test) was carried out.	If it can't be demonstrated that the TR was allocated to the Subcontractor practice after the WHT had commenced. The instructions are that TR test results should be submitted as priority over other tests. If the TR animals had already been tested as part of a routine test that fell within the TR window then the TR test should be submitted as 'not tested, tested recently' and the date that this veterinary decision/	TT dates used were those of the most recent xxx test. No animals were tested, the TT2 date used should have been the date that it was established that there were no animals eligible to be tested under this TR test.

				conclusion had been reached entered as the TT2.	
6	KPI-01 KPI-02 KPI-03	Subcontractor practice was waiting for keeper to provide information about missing animals.		The OV's priority should be to submit the results for the animals tested, recording it as a part test if there are any unresolved OAI queries. The completion part can be submitted once the keeper confirms the whereabouts of the missing animals either by using the appropriate not tested reason and TT2 date to reflect when this decision/conclusion was reached; or returning to farm to test the previously missing animals.	The results for the tested animals should have been submitted within the deadline and then the completion part submitted separately once the keeper had provided details about the missing animals.
7	KPI-01 KPI-02 KPI-03	OV had tested animals with No OAI (official animal ID) and delayed submission until the correct IDs were established.		The Sam Official Veterinarian Practice Guide provides instructions on how to submit test results with animals with no OAI.	The Sam Official Veterinarian Practice Guide provides instructions on how to submit test results for animals with no OAI.
8	KPI-01 KPI-02 KPI-03	Issues with external devices/software (e.g. test testing management hard/software).		APHA are not responsible for the reliability of third party systems. Subcontractor practice and VDP should have established contingency plans in place to cover such incidents	Subcontractor practice and VDP should have established contingency plans in place to cover such incidents.

	KPI-06				
9	KPI-01 KPI-02 KPI-03 KPI-06	Subcontractor practice network/broadband/hardware breakdown.	If it's demonstrated that application of an established and tested contingency plan to submit results wasn't possible for reasons outside the Subcontractor or VDPs control.	If there was no established and tested contingency plan in place, or if the application of that plan wasn't possible for reasons outside the Subcontractor practice or VDPs control.	Subcontractor practice and VDP should have established contingency plans in place to cover such incidents.
10	KPI-01 KPI-02 KPI-04	Data entry errors identified and data fix requested.	If an accurate and complete data fix request form is received within 2 weeks of the issuing of the KPI report that highlighted the error (for example where an incorrect TT1 date generates a KPI1/2 failure).	If no accurate and/or complete data fix request form is received within 2 weeks of the issuing of the KPI report that highlighted the error (for example where an incorrect TT1 date generates a KPI1/2 failure).	Accept – An accurate and complete GEN02 form was received within 2 weeks, this is now recorded as a KPI08 failure Reject - No GEN02 form received within 2 weeks.
11	KPI-01 KPI-02 KPI-03	Technical issue with Sam or other Government system.	If an appropriate helpdesk reference number and other appropriate supporting evidence of the issue is supplied.	If no appropriate helpdesk reference number and other appropriate supporting evidence of the issue is supplied.	Evidence in the form of screenshots and helpdesk reference numbers should be provided.

	KPI-06				
12	KPI-01 KPI-02 KPI-03 KPI-06	Sam Second Submit Button/test reappears in SAM	If evidence is provided that submission has been completed.	If no activity in the WSA history on Sam is recorded prior to the actual date of submission.	Work schedule history does not indicate any activity by the testing OV until xx/xx/xxxx.
13	KPI-01 KPI-02 KPI-03	2 Parts of the same test carried out by 2 OVs – Subcontractor practice unable to manage to submit test results in time.	If it's demonstrated that the logistical issues were a result of the test parts being jointly carried out by APHA and the VDP.	If the part tests weren't being jointly carried out between APHA and the VDP. The Subcontractor practice should be aware when arranging the test that there will be 2 OVs involved and should plan for how they will manage each submission of each part.	Operational issue for VDP and Subcontractor practice to resolve.
14	KPI-01 KPI-02 KPI-03	Tested eligible animal results cannot be entered until APHA raise a WSA. Typically this occurs only when there are 2 herds on one premises.	If it's demonstrated that the OV has escalated this to APHA within the KPI timeframe – (email or telephone call received)	If it can't be demonstrated that the OV has escalated this to APHA within the KPI timeframe – (email or telephone call received)	

SCHEDULE 2 - PRICING SCHEDULE

1. Service A – Tuberculin Testing of Bovine and Non-Bovine animals

1.1 Each TB Test commissioned will be subject to the following costs:

- a) A single fixed **Per Instruction Rate [A1]** – this is intended to be an all-inclusive rate that covers the various overhead costs of the FMS, any travel and subsistence charges, and any miscellaneous expenses. The Per Instruction Rate will be the same, whether the TB Test being commissioned is for Bovine and/or Non-Bovine animals.
- b) A variable **Per Head Rate [A2] or [A3]** – these rates will apply for all tests and will be multiplied by the number of animals successfully tested once the TB Test is completed and submitted on Sam. There are two variants to this rate, for Bovine [A2] and Non-Bovine [A3] animals respectively.

1.2 Table E below details the payment structure applicable to Service A.

TABLE E - Service A Payment Structure

Payment Rate	Bovines	Non-Bovines
Per Instruction Rate	[A1]	
Per Head Rate	[A2]	[A3]

1.3 The total cost payable per TB Test commissioned, completed and submitted on Sam will therefore be the Per Instruction Rate [A1] + (Per Head Rate [either A2 or A3] multiplied by the number of animals tested).

1.4 For any TB Test allocated where there is no eligible stock, the DP and/or their Subcontractor must inform APHA through Sam. It is expected that this will be identified prior to any TB Tester visiting the Holding to attempt the test. No costs will be payable in such circumstances.

- 1.5 In accordance with clause 4.30 (c) of the Specification of Requirements, the Authority will pay the Per Instruction Rate and the Per Head Rate for any animals injected on day one (1) of the test where it has been necessary to abandon a test for good reason.
- 1.6 No additional costs will be payable by the Authority in relation to Service A other than those rates specified above.

2. Service B – Additional Veterinary Services

- 2.1 Each veterinary task commissioned will be subject to the following costs:
- a) A single fixed **Per Instruction Rate [B1]** – this is intended to be an all-inclusive rate that covers the various overhead costs of the FMS, any travel and subsistence charges, and any miscellaneous expenses. The Per Instruction Rate will be the same for any type of veterinary task commissioned under Service B.
 - b) An **Hourly Rate [B2]** – this rate will be chargeable for time spent actually on the Holding, or at another location where the OV is carrying out the specified tasks. The Hourly Rate should be charged on a pro rata basis for each fifteen (15) minute period, rounded up as required. The Hourly Rate does not apply to any time spent travelling – this should not be chargeable.

2.2 Table F below details the payment structure applicable to Service B.

TABLE F - Service B Payment Structure

Payment Rate	All Veterinary Tasks
Per Instruction Rate	■ [B1]
Hourly Rate	■ [B2]

- 2.3 The total cost payable for each veterinary task commissioned, completed and submitted on Sam will therefore be the Per Instruction Rate [B1] + (the Hourly Rate [B2] multiplied by the number hours spent undertaking the task).
- 2.4 For the purposes of calculating the price payable, certain veterinary tasks will be subject to a cap on the payment for time spent as described in Table G below.

TABLE G - Veterinary Tasks subject to a cap on payment for time spent

Veterinary Task	Description of unit of activity	Fixed time per unit
Bovine abortion investigation	Take samples of blood (serum), milk and foetal / vaginal swab as applicable.	30 minutes for the first animal 15 minutes per head for additional animals
Individual bovine blood or milk sample	Take one sample from one animal	4 minutes per head
Individual sheep, goat or camelid blood or milk sample	Take one sample from one animal	4 minutes per head
Anthrax investigation	Take blood sample from carcase plus any other samples required, make smear and examine under microscope	30 minutes per carcase investigated

- 2.5 In accordance with clause 4.30 (c) of the Specification of Requirements, for work commissioned under Service B the Authority will pay the DP a Per Instruction Fee and the Hourly Rate for any time spent where it has been necessary to abandon a veterinary task for good reason.
- 2.6 If the OV is already on the Holding (e.g. carrying out work under Service A) then no Per Instruction Fee will be payable.
- 2.7 The actual time spent undertaking veterinary tasks under Service B will need to be captured, with the information being added to Sam on completion of the commissioned task. It will be each DP's responsibility to keep an accurate record, capturing the start and finish time(s) and monitoring the actual times recorded. The reason for any excessive time taken over and above the expected norm should be captured. In accordance with Section 9 of the Specification of Requirements, the Authority may carry out occasional audit checks.
- 2.8 No additional costs will be payable by the Authority in relation to Service B other than those rates specified above.

3. Service C – Emergency Support Services

- 3.1 In accordance with clause 7.4 of the Specification of Requirements, the Authority may require resources under Service C at three (3) different tiers:

- a) SOVs
- b) OVs
- c) VTs

3.2 In accordance with clause 7.12 of the Specification of Requirements, the Authority may commission these resources using three (3) different methods as determined by the urgency of the requirement, and as detailed in Table H below.

TABLE H - Service C Deployment Methods

Deployment Method	Target Deployment Timeline	Notes
A – Emergency Deployment	Target deployment within twenty-four (24) hours	For deployment of resources up to a maximum of five (5) calendar days, after which any continued deployment would be paid at Rate B.
B – Short Notice Deployment	Target deployment within three (3) calendar days	For deployment of resources up to a maximum of a two (2) week continuous period, after which any continued deployment would be paid at Rate C.
C – Planned Deployment	Target deployment within ten (10) calendar days	Includes any deployment for Outbreak or other emergency simulation exercises.

3.3 Service C requirements will be subject to either of the following costs:

- a) A variable **Day Rate** – will be the price charged per day per individual deployed under Service C, whereby a day is considered to be a period of over five (5) hours and up to ten (10) hours within the hours of 06:00 to 20:00 hrs, Monday to Sunday (including Bank Holidays). The variation to this rate is related to the type of resource being deployed only.
- b) A variable **Half-Day Rate** – will be the price charged per half-day per individual deployed under Service C, whereby a half-day is considered to be a period of up to five (5) hours within the hours of 06:00 to 20:00 hrs, Monday to Sunday (including Bank Holidays). If the individual is deployed for any period longer than five (5) hours then the Day Rate will apply. The variation to this rate is related to the type of resource being deployed only.

- 3.4 Both rates are intended as an all-inclusive rates, and do not include the time taken for the individual to travel to/from their home or accommodation to their designated deployment location.
- 3.5 Service C requirements will not attract any Per Instruction Rates. Any overhead costs associated with the FMS are expected to be included within the Day and Half-Day Rates respectively.
- 3.6 Table J below details the payment structure applicable to Service C.

TABLE J - Service C Payment Structure

Deployment Method	Type of Resource					
	SOV		OV		VT	
	Day Rate	Half-Day Rate	Day Rate	Half-Day Rate	Day Rate	Half-Day Rate
A – Emergency Deployment	██████ [C1]	██████ [C4]	██████ [C7]	██████ [C10]	██████ [C13]	██████ [C16]
B – Short Notice Deployment	██████ [C2]	██████ [C5]	██████ [C8]	██████ [C11]	██████ [C14]	██████ [C17]
C – Planned Deployment	██████ [C3]	██████ [C6]	██████ [C9]	██████ [C12]	██████ [C15]	██████ [C18]

- 3.7 Travel and Subsistence are payable in respect of Service C only, and in line with the Authority's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the permitted rates within the policy. Should the stated rate be exceeded, the Authority reserves the right to reimburse only up to the stated rate within the policy. As this policy is subject to change, a copy of the current policy will be provided to DP upon confirmation of each deployment requirement.
- 3.8 The Authority may choose to make arrangements for certain Travel and Subsistence costs centrally (e.g. block booking of accommodation for individuals from the Authority and/or DPs who have been deployed remotely).
- 3.9 Where the Authority commissions DPs to participate in Outbreak or other emergency simulation exercises payment would be at the 'C – Planned Deployment' rate as appropriate to the tier of resource:

- a) Any Key Personnel participating will be paid at the SOV rate.
- b) If further administrative input is required beyond the relevant Key Personnel, this would be paid at the Veterinary Technician rate.

3.10 The Authority will not make any Travel and Subsistence payments with respect to Outbreak or other emergency simulation exercises unless they have been agreed with DPs in advance.

4. Invoicing and Payment Arrangements

Services A and B

- 4.1 The DP should submit separate monthly invoices for Services A and B respectively, on letter headed paper, for all work completed and submitted on Sam within the previous calendar month. This invoice should be submitted electronically to the Authority by the tenth (10th) Working Day of the new month.
- 4.2 A commissioned work schedule activity will be deemed complete on input of the results and all required screen entries on Sam, unless in the case of Service A the Authority deems the TB Test result to be invalid following any quality assurance review.
- 4.3 Each invoice must be accompanied by supporting documentation which lists the work schedule activity unique identifier(s) - the commissioned work completed on the Sam system. This should be in a Microsoft Excel (or compatible) format.
- 4.4 Invoices for Service A must clearly identify the details below:

Basic Details

- a) Purchase Order Number;
- b) Invoice date and reference number;
- c) Month and Year being invoiced for;

Bovine Tests

- d) Number of complete TB Tests for Bovine animals (must not include amendments);
- e) Number of Bovine animals tested (must not include amendments);
- f) Amendments to previously claimed number of complete TB Tests for Bovine animals (to include Sum of credit and debit figures);
- g) Amendments to previously claimed number of number of Bovine animals tested (to include Sum of credit and debit figures);

Non-Bovine Tests

- h) Number of complete TB Tests for Non-Bovine animals (must not include amendments);
- i) Number of Non-Bovine animals tested (must not include amendments);
- j) Amendments to previously claimed number of complete TB Tests for Non-Bovine animals (to include Sum of credit and debit figures);
- k) Amendments to previously claimed number of number of Non-Bovine animals tested (to include Sum of credit and debit figures);

Totals

- l) Rates applicable (i.e. A1, A2 or A3) against each element above ((d) to (k) inclusive);
- m) Sub-Totals for each element above ((d) to (k) inclusive);
- n) Summary of Net Total, VAT and Gross.

4.5 Invoices for Service B must clearly identify the details below:

Basic Details

- a) Purchase Order Number;
- b) Invoice date and reference number;
- c) Month and Year being invoiced for;

Veterinary Tasks

- d) Number of complete veterinary tasks (must not include amendments);
- e) Total time spent in decimal hours (must not include amendments);
- f) Amendments to previously claimed number of complete veterinary tasks (to include Sum of credit and debit figures);
- g) Amendments to previously claimed total time spent (to include Sum of credit and debit figures);

Totals

- h) Rates applicable (i.e. B1 and B2) against each element above ((d) to (g) inclusive);
- i) Sub-Totals for each element above ((d) to (g) inclusive);
- j) Summary of Net Total, VAT and Gross.

Service C

4.6 The DP should submit a monthly invoice for Service C for all completed or ongoing deployments that have been commissioned by the Authority during the previous calendar month. This invoice should be submitted electronically to the Authority by the 10th Working Day of the new month.

4.7 Each invoice must be accompanied by supporting documentation which confirms the number of resources of each type, under what deployment method they have been commissioned, and details of the Days or Half-Days deployment. This should be in a Microsoft Excel (or compatible) format.

4.8 Invoices for Service C must clearly identify the details below:

Basic Details

- a) Purchase Order Number;
- b) Invoice date and reference number;
- c) Month and Year being invoiced for;

Deployment Details

- d) Number of resources of each type (i.e. SOV, OV and VTs) that have been deployed;
- e) Deployment Method for each resource deployed;
- f) Number of Days or Half-Days that each resource has been deployed under each Deployment Method;

Totals

- g) Rates applicable (i.e. C1 to C18 respectively);
- h) Sub-Totals for each element above;
- i) Summary of Net Total, VAT and Gross.

Other Information

- 4.9 The Authority will carry out a thorough check of invoices and if there is discrepancy between the anticipated invoice figure and the invoice received this will be raised with the DP.
- 4.10 Once invoice(s) submitted have been approved, payment will take place within ten (10) working days. This will be by BACS arrangement.
- 4.11 VAT will be charged at the standard prevailing rate (currently twenty (20) percent (%)).

SCHEDULE 3 - CHANGE CONTROL

Contract Change Note ("CCN")

CCN:	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this CCN:

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 Annexe [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended in the CCN all other terms of the Original Contract remain effective.
3. The CCN takes effect from the date on which both Parties confirm acceptance of its terms via Bravo.

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
All prices submitted as part of the bid	All prices submitted as part of the bid	All prices submitted as part of the bid

SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:
3. The contact details of the Contractor Data Protection Officer are:
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Contract to provide a fully managed service delivering timely, consistent, quality assured Tuberculin (TB) Testing and other defined veterinary services to government in England.
Duration of the processing	For the duration of the Contract and any enacted extensions.
Nature and purposes of the processing	The nature of the processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) for reasons including TB testing in animals, inputting data on Sam, providing Official Veterinarians (OVs) that can respond as and when required, taking samples of blood (serum), milk and foetal/vaginal swab, following up abortion investigations in cattle, brucellosis blood sampling and initial Anthrax Investigations. The purpose of the processing is to ensure that the Processor can provide an effective fully managed service delivering TB testing and other defined statutory veterinary services to

	government in England.
Type of Personal Data	Details that may identify Keepers, veterinary personnel, animal keepers, subcontractors or any other personnel involved in the delivery of the contract through: Names, addresses, telephone numbers, images, pay, NI number etc.
Categories of Data Subject	Keepers, Veterinary personnel, Approved TB Testers, Technicians,, Surveyors, Trainers, Advisors, scientists, research assistants, Animal Health Officers, Cleansing and Disinfection Officers, Escorts for vehicles, Gate Officers , animal keepers, Authority contractors.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	On the termination of the Contract for any reason, the Supplier shall at its cost: (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services; (b) In line with clause E2.4(e) : “at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

SCHEDULE 6 - NON DISCLOSURE AGREEMENT – NOT USED

SCHEDULE 7 - CONTRACTOR AND THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 7, “**Contractor Software**” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. The Contractor Software comprises the following items:

Software	Supplier (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
TOM		Management of workflow tasks and operations	N/A	None	N/A		No

THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Goods and/or Services including the software specified in this Schedule 7. The Third Party Software shall consist of the following items:

Third Party Software	Contractor	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
Microsoft Office		Email & Administration	25	None	25		No
Avast Cloudcare		Security	25	None	25		No
Avast Secure Internet Gateway		Security	25	None	25		No

SCHEDULE 8 - SECURITY REQUIREMENTS, POLICY AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 8, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Goods and/or Services and which is specified as such in Schedule 7.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in the Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 8.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Goods and/or Services including the software and which is specified as such in Schedule 7.

1. INTRODUCTION

This Schedule 8 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 8.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavors to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to approve the Security Plan on

the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.

- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 8;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.3 the Information Assurance Standards;
 - 3.5.4 the data protection compliance guidance produced by the Authority;
 - 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 8.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;

- 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
- 4.1.5 a reasonable request by the Authority.

- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

5. AUDIT AND TESTING

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
 - 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

6.2.2 prevent an equivalent breach in the future.

- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the CCN procedure set out in Schedule 3.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

APPENDIX 1- OUTLINE SECURITY PLAN

APPENDIX 2 - SECURITY POLICY: SECURITY POLICY FRAMEWORK

A copy of the Security Policy Framework may be found at:

<https://www.gov.uk/government/publications/security-policy-framework>

[REDACTED]

[REDACTED]