



Animal &  
Plant Health  
Agency



**SERVICE LEVEL AGREEMENT 2024/25**

**BETWEEN**

**THE ANIMAL AND PLANT HEALTH AGENCY**

**AND**

**THE SCOTTISH GOVERNMENT**

**DOCUMENT CHANGE CONTROL**

<b><u>STATUS</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>REASON FOR CHANGE</u></b>
0.1	25/10/2023	Initial draft.
0.2	20/11/2023	APHA Internal Review
0.3		

<b><u>DISTRIBUTION VERSION No</u></b>	<b><u>NAME</u></b>	<b><u>CONTRIBUTOR/ INTERESTED PARTY</u></b>	<b><u>REVIEWER</u></b>	<b><u>APPROVER</u></b>
0.1		APHA Scotland		
		Defra (APHA) Finance		
		APHA IT		
		APHA Estates		
		Defra (APHA) Comms		
		APHA Quality		
		APHA KIM		
		Defra Data Protection		
		APHA Corporate Office		
		APHA Internal Review		
0.2		Scottish Government Review		
0.3				

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### **PART 2**

#### **KEY PERFORMANCE INDICATOR AND DELIVERY PLANS 2024/25**

## 1. PARTIES TO THE SLA

- 1.1. This Service Level Agreement (SLA) documents the arrangements in place between the Scottish Government (SG), and the Animal and Plant Health Agency (APHA). APHA is an Executive Agency of the Department for Environment, Food and Rural Affairs (Defra). This SLA replaces, and supersedes all previous SLA's, or Memoranda of Understanding between APHA, and SG for the provision of services set out in this SLA.
- 1.2. The SLA should be read in conjunction with:
- (a) The current version of APHA Priorities<sup>1</sup> that contributes to the wider Defra Single Departmental Plan, the APHA Framework Document with Defra, which covers APHA governance arrangements, governing boards, key roles, and responsibility. APHA business requirements (as set out in its Action Plan) are agreed by the Defra Ministers following prior discussions with policy customers. SG is represented on key APHA governance boards.
  - (b) the current SG Agriculture and Rural Economy (ARE) Directorate Business Plan on animal health and welfare;
  - (c) any current APHA and SG leaflets, instructions or notes that may be issued, and relevant to either performance standards, or service delivery;
  - (d) the concordat and associated documents setting out the principles for outbreak management;
  - (e) the GB non-devolved services included in the Defra Commission and delivery activities within the areas of animal health, and welfare in relation to the provision of non-devolved scientific laboratory services.
- 1.3. APHA shall be responsible to the Customer Board, which includes SG representation. The role of Defra as Corporate Owner of APHA, and as a customer do not, in any way, preclude APHA from having independent engagement and interface with the SG on matters of performance monitoring, operational delivery matters, financial managerial control and regularity, policy and customer requirement.
- 1.4. The CVO (Scotland) is responsible for providing veterinary advice to Scottish Ministers and promoting the policies of the SG. The CVO (Scotland) also maintains effective liaison with the CVOs England, Wales, and Northern Ireland to ensure that international obligations are met, and that there are where practical, and appropriate consistent animal health and welfare policies across the UK. The CVO (Scotland) will be the SG contact on operational, and technical matters.

## 2. DURATION OF THE SLA

- 2.1. The existing SLA and delivery plans will remain in force until replaced or terminated following signature by both parties of the new agreements.
- 2.2. This SLA shall become effective on date of signatory and remain in force until 31/03/2025, subject to paragraph 2.1. It shall be reviewed at regular intervals and may be varied by

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<sup>1</sup> APHA Priorities are developed as part of the APHA internal business planning with the Defra Group and is not an outwardly facing document.

agreement of both parties at any time during the term of the agreement by working through the arrangements detailed in section 20.

### **3. LEGAL EFFECT**

3.1. This SLA does not have any legal effect, but both parties shall act in accordance with the Agreement.

### **4. PURPOSE OF THE SLA**

The purpose of the SLA is to:

- (a) define the respective responsibilities of the parties to the SLA;
- (b) record the arrangements made between APHA, and the SG for the provision, operation, delivery, assurance and monitoring of services as they apply in Scotland.
- (c) record the details of the work to be delivered through separate Key Performance Indicator Plans attached at Part 2 to this Agreement for the delivery, and enforcement of services. This includes reducing the risk, and impacts of notifiable animal disease, other animal diseases with zoonotic, or other animal welfare implications, animal health and welfare, and wildlife licensing, and registration as they apply in Scotland.
- (d) complement the agency arrangements, which will be reviewed from time to time, (see appendix F) between the Scottish Ministers and the Secretary of State for Environment, Food and Rural Affairs for the exercise by the Secretary of State of functions specified in the Scotland Act 1998 (Agency Arrangements) (Specification) Order 2013.
- (e) Identify activities within the areas of animal health and welfare in relation to the provision of devolved scientific laboratory services known as:
  - Surveillance B Zoonoses toxicology, and statutory exotic bacteria.
  - Surveillance F International Trade.
  - Surveillance G Enhancing Surveillance, facilitate, and improve outbreak response, and inform policy development.
  - Surveillance L Tuberculosis (part only).
  - Surveillance T TSE Surveys.
  - OM0190 (FZ2200) Monitoring of Antimicrobial Resistance in Bacteria from Animals and their Environment.

The details of the agreed work to be delivered or services to be supplied under each listed agreement area are detailed in separate individual supplementary documents. These documents shall include agreed delivery for each area of work, together with the service specifications, including key performance measures/indicators.

### **5. MANAGEMENT AND REVIEW**

5.1 Implementation, delivery, and performance of this SLA in Scotland is through the Head of Field Delivery Scotland for field activities, the Head of Central Service Centres (CSC) for activities delivered via the CSC network, and the science leads for the appropriate surveillance contract. Management of the SLA, and Key Performance Indicator (KPI) Plans

including update will be delivered through the APHA Relationship Manager working with Animal Health and Welfare Division of the Scottish Government.

- 5.2 Where issues arise relating to GB activities, which are covered by a separate Service Level Agreement the relevant SG policy team shall liaise with Welsh Government, and or Defra as appropriate. This agreement does not restrict separate direct contact between APHA and Defra on any policy, operational, and/or performance. Defra, and APHA shall liaise with SG on any issues impacting on Scotland and vice versa.
- 5.3 This SLA KPI Plans and Surveillance “Contracts” will be reviewed with SG each year to reflect any changes to the APHA Action Plan with SG business requirements, and other drivers. This annual review shall commence in October working through Animal Health and Welfare Division of the Scottish Government and APHA Relationship Manager. SG Business requirements will be set out in the KPI Plans and agreed with the respective SG Policy Lead. If necessary, in year reviews will be commissioned to cater for changes to SG business requirements and shall be subject to the procedures as set out in section 20 of this SLA.

## **6. PRINCIPLES BEHIND THE SLA**

- a) SG and APHA shall work in partnership based on a common understanding of SG’s objectives, outcomes, and priorities while taking account of the core purpose, service delivery needs, and available resources.
- b) The partnership shall seek continuous improvements in effectiveness, delivery standards, and efficiency. To aid this APHA should be involved from an early stage of policy formulation so that early and appropriate consideration is given to the delivery of the policy. Through the agreed KPI Plans APHA shall consistently and effectively collect, collate, and report to all parties, data required to meet relevant national and retained EU legislation, and regulations.

## **7. ROLES AND RESPONSIBILITIES**

### **7.1 APHA shall:**

- a) Work within the resources allocated to provide agreed public health, and animal health and welfare services to the SG (this includes IT services to support Bee Health). APHA shall play a key part in delivering improvements in animal health, and welfare across Great Britain. Working to prevent, control and eradicate exotic, and endemic notifiable diseases. APHA shall work to minimise the economic impact of animal disease, ensure high standards of welfare in farmed animals, and improve food safety. APHA shall focus on working with others to reduce animal health and welfare related risks;
- b) through the relevant Director or Head of Field Delivery Scotland inform the SG as soon as possible if there is an incident of any known or suspected non-compliance, or failure to meet a statutory duty including those delivered by a third party, which may have significant implications for public health, animal health and welfare or reputation in Scotland;
- c) pursue opportunities for partnership working with the SG through the terms of this SLA, and any other wider opportunities. This includes information sharing (taking into account the provisions of the prevailing data protection legislation) and joint training, technical guidance, sharing of expertise and if appropriate secondments so as to optimise efficiency, and deliver services in ways appropriate to stakeholders;

- d) provide the SG with copies of APHA literature produced in support of operational delivery. When producing literature for use in Scotland APHA will, in liaison with the SG, routinely consider joint branding of the product using both the APHA and Scottish Government brand;
- e) discuss, and agree with the SG controls for monitoring and assuring quality, and delivery of services to ensure consistency in approach;
- f) have regard to the principles of, “Better Regulation” which include:
- a goal to deliver real reductions in burdens on business, to improve the functioning of APHA in regulation, and to help achieve better policy outcomes;
  - to recognise the respective expertise in each organisation, and use this to inform the strategic direction of better regulation initiatives, and optimising opportunities for simplification;
  - ensuring effective co-ordination, and exchange of information, and seeking others point of view;
  - focussing our joint working where it can make a difference;
  - seeking to optimise contacts in both organisations by making sure both parties are informed, and have the opportunity to take part in meetings and events, where appropriate;
- g) have regard for SG priorities and work with SG to secure lasting improvements in the Scottish agricultural sector;
- h) gather evidence and information from operational staff, and other delivery agents to inform performance, and delivery discussions. APHA will promptly communicate issues of immediate concern to SG policy teams and otherwise through regular liaison meetings;
- i) implement policies in ways designed to maximise their chances of delivering the outcomes required by policy customers;
- j) submit proposals, and initiatives to SG to discuss and agree on areas of prioritisation and change when APHA resources constitute a constraint on activities. Proposals will aim to maximise delivery within the available resource;
- k) liaise, and work closely with other animal health and welfare delivery partners, agencies, local, and regional stakeholders (including local authorities) on the implementation of relevant policies. Work with the same groups in gathering feedback, intelligence, and where appropriate co-ordinate their activities to secure improvements in delivery, and enforcement;
- l) liaise, and work closely with Scotland’s rural delivery partners, and participate to improve the delivery of a range of rural services for land managers in Scotland.
- m) report on performance against the agreed KPIs at agreed intervals;
- n) supply information where it can do so to SG to meet directly retained EU obligations. This shall cover all requests for information where APHA have a commitment/EU obligation as identified within a specific SG KPI Plan;
- o) respond appropriately to international requests for UK assistance passed on by the CVO (UK). Implications for the delivery of services shall be discussed with SG as appropriate;

- p) lead on the organisation and logistics of agreed for UK Office for SPS and Trade Assurance (UKOSPSTA) Audits. All parties will work closely to ensure a satisfactory outcome. Further detail on the respective roles of APHA and SG will be agreed separately. Costs of UKOSPSTA audits over and above APHA business as usual (e.g. special hire of government transport, excessive hours of APHA staff, and/or other logistics specific to SG requirements) would need to be discussed and agreed. SG may be required to meet such additional costs, but the expectation would be that extra APHA hours would be provided by redistribution of existing resources if resource is a constraint on delivery;
- q) ensure its staff, and those who work on behalf of APHA, including those on contracts are adequately trained, and retrained to deliver the requirements under this agreement. This includes an audit of this training and skills programme;
- r) follow a programme of audit, and inspection of the services it delivers to provide assurance, and verification of compliance with the requirements set out in the relevant laws, and rules as they apply to the agreed business requirements relative to the attached signed KPI Plans (see also section 11);
- s) plan for and demonstrate effective operational preparedness in the event of any incident, which could potentially impact on business-as-usual delivery. This could range from a national disease outbreak to an incident at an APHA premises;
- t) respect the confidentiality of information received from SG on any policy development or proposals in relation to its delivery functions, and shall not divulge such information to others outside its organisation unless with specific clearance from policy sponsors;
- u) update its operational procedures to reflect policy changes in a timely manner. Actively provide advice, and guidance to end users (animal keepers, plant operators, and food business operators).
- v) provide evidence to SG showing it has fulfilled and discharged its obligations within this SLA. This will be achieved by APHA providing monthly and quarterly updates to SG, and where appropriate explaining the reasons for outcomes not being met to the agreed level. Underpinning this further evidence will be captured in action logs, decision logs and risk / issues registers. The final rolling quarterly report would therefore be the annual certificate.
- w) in order to enable Scottish Ministers to perform their duties, and obligations under the various AH&W, and OFFC legislation the Agency will endeavour to meet the performance measures set out in the various KPI Plans of the SLA. Where they are not met, provide an explanation of the reasons why this was.
- x) provide support for enhancing arrangements APHA post 2015.
- y) APHA will obtain GB corporate services in relation to Human Resources (HR), Communications (Comms), Information Technology (IT), Information Security and Data Protection through Defra and Defra shared services.

- z) provide SG with access to the APHA plant health systems (<sup>2</sup>eDomero and IPAFF), for data sharing purposes to enable plants and plant products entering the UK for post border checking from the 1 January 2021.

## 7.2 The Scottish Government shall:

- (a) liaise as appropriate with APHA on any policy, veterinary, technical, or operational issues in relation to services in Scotland, working through the Head of Field Delivery Scotland and Relationship Manager;
- (b) pursue opportunities for partnership working with APHA through the terms of this SLA, and any other wider opportunities. This will include information sharing (taking into account the provisions of the prevailing data protection legislation), and joint training and technical guidance, so as to optimise efficiency, and at the same time deliver services in ways appropriate to stakeholders;
- (c) ensure that the policy outcomes, outputs, and associated required level of detail are adequately defined to allow APHA to draft agreed relevant instructions, and guidance for staff;
- (d) work with APHA by authorising APHA Inspectors and Veterinary Inspectors in exercise of appropriate statutory functions on behalf of Scottish Ministers for both farm animals and companion animals working or residing on farm. Additionally, where the CVO needs to sign warrant cards for specific animal health, and welfare purposes on behalf of Scottish Ministers they, or a delegated representative, will normally do so within five working days of receipt from APHA;
- (e) work with APHA to ensure that when new legislation is approved, and becomes operational, or following appointment of newly employed Inspectors or Veterinary Inspectors, the CVO will arrange update and sign off, of the Appointment of Inspectors and Veterinary Inspectors Document from APHA as soon as practicable, and no later than within 10 working days;
- (f) ensure that the delivery expertise of APHA is used to appropriately inform policy development, and decisions and that the desired outcomes, and method of delivery of each relevant policy are discussed with APHA at an early stage prior to implementation;
- (g) inform APHA at the earliest possible stage of any potential developments arising through national or international activities, and policy developments that may have the potential to impact on its work;
- (h) discuss any required changes to the content of any agreed Policy KPI Plans with APHA contacts at an early stage. This is to ensure that sufficient discussion, and lead in time is given before changes need be implemented. See Section 20 for arrangements for variations to this main agreement including variation to the Annex and Policy KPI Plans;
- (i) prioritise, and where necessary reprioritise policy initiatives, and business as usual activities when APHA resources constitute a constraint on delivery activities. This will enable impacts

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<sup>2</sup> APHA do not deliver plant inspection activities in Scotland, therefore APHA have provided access to eDomero (and training) to allow SG to see the information to facilitate them carrying out inspections where plant goods have come into England and continued to Scottish PODs. The plant imports are currently supported by eDomero but in the future IPAFFS will be utilised for plants at which point the provision of the same access/information will be implemented to SG to allow those inspections to continue.”

to be minimised. The existing prioritised list of critical business as usual activities required for Business Continuity Management planning will be reviewed as appropriate;

- (j) where applicable ensure or work to agree, arrangements to ensure that the requisite powers are in place to enable the services under this agreement to be delivered;
- (k) plan for and demonstrate effective preparedness in the event of any incident, which could potentially impact on business as usual from a national disease outbreak to an incident at any office APHA operates from in Scotland. Where APHA are based in a SG office SG will have a Disaster Recovery Plan in place to provide suitable alternate premises;
- (l) inform the Agency without delay if there is any deficiency in the quality of the services provided by the Agency under this SLA.
- (m) where appropriate give APHA the opportunity to provide early input into discussions on relevant policy developments in Scotland to ensure operational delivery of policies. Both parties shall exchange strategic, policy, legal and operational information (taking into account the provisions of the prevailing data protection legislation) to enable the effective co-ordination and discharge of their respective responsibilities.
- (n) provide APHA, where appropriate, the opportunity to be consulted upon veterinary policy advice being developed by the Animal Health and Welfare Division of the Scottish Government in relation to Scotland.

### 7.3 Cross Compliance

- 7.3.1 APHA will assist the Scottish Government Rural Payment and Inspections Division (SGRPID) in their capacity as the Competent Control Authority (CCA) by carrying out the controls and checks in relation to Statutory Management Requirements (SMRs) 11, 12 and 13, in line with Article 48(1) of Commission Regulation (EC) No 809/2014<sup>\*3</sup>.
- 7.3.2 SG AH&W Division are the budget holders for this work and SGRPID are the policy lead for cross compliance.
- 7.3.3 SGRPID will provide APHA with the relevant Basic Farm Payment Scheme (BPS), and Scotland Rural Development Plan (SRDP) population data to enable APHA to produce a risk-based selection for SMRs 11, 12 and 13, on-the-spot checks in-line with Articles 68 and 69 of Commission implementing Regulation (EC) No 809/2014\*.
- 7.3.4 APHA will complete a control report for each on-the-spot check in line with Article 72 of Commission Implementing Regulation (EC) No 809/2014\* and will send it to SGRPID within a month of its finalisation.
- 7.3.5 APHA will assist and support SGRPID in dealing with animal welfare related appeals submitted under The Rural Payments (Appeals) (Scotland) Regulations 2015 (SSI 2015 No. 194).
- 7.3.6 SGRPID in exercise of their powers under Regulation 2 (1) of The Common Agricultural Policy Scheme (Cross-Compliance) (Scotland) Regulations 2014 (2014/325) will authorise persons from APHA to act as “authorised persons” in matters arising under the Regulations,

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<sup>3</sup> Note: “\*” Asterisks’ against EU Legislation references in the Cross-Compliance Section denotes that it is implemented as retained EU law as under domestic legislation.

Council Regulation (EC) No 1306/2013\* Commission Delegated Regulation (EC) No 640/2014\* and Commission Implementing Regulations (EC) No 809/2014\* or as subsequently amended or replaced.

7.3.7 Management Agreement which is underpinned by the Scotland Act 1998 section 93 order (SI 2013/3157) has been agreed with SGRPID and is attached at Appendix F.

## 8. ARRANGEMENTS FOR ENGAGEMENT AND REPORTING

8.1 The principal contacts within APHA for all issues relating to services in Scotland are the relevant Director, the Head of Field Delivery, relevant Lead Scientists and the Relationship Manager unless otherwise advised to the CVO (Scotland).

8.2 Arrangements for engagement, including discussion on performance and delivery issues shall follow the agreed framework for meetings as agreed between CVO (Scotland) and APHA. This framework confirms: -

- **6 weekly meetings** to be held focusing on tactical matters including financial & performance information. Attendance to be agreed by CVO (Scotland), APHA Head of Field Delivery Scotland and the Relationship Manager. The timing of these meeting is driven by the invoice cycle and cannot occur before working day 16 of the next month.

**bilateral meetings** to be held focusing on operational matters developing and improving policy delivery plans. Attendance to be agreed by CVO (Scotland), APHA Head of Field Delivery Scotland. The timing of these will be mid-point of the 6 weekly tactical meeting cycle.

- **quarterly meetings** will focus on strategic issues including an overview of APHA corporate matters as well as review of the last quarter and forward look to the next. Attendance to be agreed by CVO (Scotland) and Director for Service Delivery.
- **quarterly meetings** (scheduled as three review meetings per year) to be held focusing on Scientific Surveillance “contracts”, with attendance agreed by CVO (Scotland) and APHA Science Director/Lead Scientists.
- **quarterly finance review meeting** to be held as a central forum for discussion of financial matters that cut across administrations, chaired by the Head of APHA Finance, including Defra, Scottish Government and Welsh Government representatives.

8.3 Formal engagement between Scottish Ministers and APHA shall be through the CVO (Scotland) to the APHA Chief Executive Officer. This also extends to the Scottish Parliament, before which the APHA Chief Executive may be called in addition to other meetings with SG and Scottish Ministers.

8.4 All scientific reports and information requirements to be provided by APHA are specified in the separate individual supplementary documents, although APHA shall comply with any reasonable request made by SG to either provide additional information or amend existing scientific reports.

## 9. COUNTER FRAUD AND COMPLIANCE ACTIVITIES

- 9.1 Both parties will inform each other, and Defra (where appropriate) without delay, about any suspected frauds, irregularities, or breaches of contractual obligations in relation to services delivered.

## **10. POLICY AND LEGAL INTERFACE**

- 10.1 SG working through the CVO (Scotland) will provide guidance, and policy direction in relation to operations in Scotland. Any request for such advice from APHA shall come through the Relationship Manager.
- 10.2 The principal contacts for all policy and operational issues, including specific national policy issues will be the CVO (Scotland) (and/or relevant SG policy delegated representative) on behalf of SG and the Relationship Manager on behalf of the APHA. All requests for guidance relating to operational and delivery matters will come through these central points of contact within APHA for all Scottish issues. The aim of this is to ensure consistency in approach.
- 10.3 The Head of Field Delivery (Scotland), the Lead Scientists and/or the Relationship Manager shall identify specific contacts within APHA to develop and maintain relationships with Scottish policy leads.

## **11. AUDITS**

- 11.1 APHA and the SG will advise each other of any audit missions or findings relevant to operations in Scotland.
- 11.2 Both parties will co-operate with all reasonable requests or demands in relation to respective financial and/or management audits commissioned or authorised by Defra, mandated EU officials, (UK Office for SPS and Trade Assurance (UKOSPSTA), National Audit Office, Audit Scotland, or respective internal auditors. Both parties will cooperate in the planning and implementation of their respective audit missions. UKOSPSTA co-ordinates SPS trade assurance in the UK to ensure trading partners meet import conditions for food and feed safety and standards and for animal health and welfare. It also represents the main point of contact for trading partners wishing to submit SPS-related market access requests.

## **12. DELIVERY STANDARDS**

- 12.1 The policy of APHA is to carry out the services outlined in paragraph 7.1, and as detailed in the agreed KPI Plans attached to this SLA. APHA will seek to maintain high quality in all aspects of its operation and seek to continually satisfy SG in respect of all services offered.
- 12.2 APHA delivery services shall be carried out in line with relevant legislation, and guidance in order to meet the key performance standards, and as far as possible achieve the outcomes sought.
- 12.3 The Laboratory facilities are UKAS accredited to ISO 17025:2017 for an extensive range of tests supported by proficiency testing accredited to ISO 17043:2010. APHA is certified to ISO 9001:2015 for: “the provision of a range of specialist veterinary scientific services and products to the Government and other interested parties worldwide”. Additionally, Good Laboratory Practice (GLP) and Good Clinical Practice (veterinary) (GCP(v)) is held by specific departments in support of licensing of veterinary products, and Good Manufacturing Practice (GMP) approval in specific departments as a supplier of contract Quality Control services. The work carried out under this Agreement will comply, where applicable, with the

Defra Joint Code of Practice for Research projects, Defra Joint Code of Practice for Veterinary Activities (including Surveillance), and GCP(v) quality standards for clinical studies.

- 12.4 APHA is also certified to ISO 14001:2004 for environmental management system.
- 12.5 APHA acts as National Reference Laboratory functions for a number of animal diseases, and in the testing of official control samples.
- 12.6 All significant animal diseases are covered by laboratory tests that are accredited by UKAS to ISO 17025:2017.
- 12.7 The current list of APHA approved tests under ISO 17025:2005 is published on the [UKAS website](#) and is available at this [link](#).
- 12.8 The Plant Health and Seed Inspectorate (PHSI) is accredited to ISO17020 for their plant import, plant passport and surveillance and action inspection activities.
- 12.9 The APHA National Bee Unit is accredited to ISO 17020 for their foulbrood bee health inspection activities.<sup>4</sup>
- 12.10 APHA animal health delivery shall be carried out in accordance with the advice, and guidance detailed within its Operations Manual and relevant Standard Operating Procedures (SOPs) where they apply. There will be occasions when analysis of the evidence indicates an action which departs from this advice and guidance would be most appropriate. A decision to depart from Operations Manual procedures will usually only be taken with the prior agreement of the Veterinary Lead. However, on all occasions the Veterinary Lead and SG will be informed of the decision, the circumstances leading to it being taken and by whom. The decision maker will make and retain a full record of the justification for their decision and any impact on outcomes. Consideration should always be given as to whether or not the instructions need to be amended.
- 12.11 In the lead up to or during a disease emergency it is acknowledged that the CVO(Scotland) may need to issue new or revised instructions to APHA for immediate action via a medium other than the agreed in paragraph 12.3 & 12.8. These changes will be formalised into the appropriate documentation, as in 12.3 & 12.8, as soon as practical to maintain the relevant audit trail. See paragraph 7.1(u) regarding update of these guidance procedures.
- 12.12 APHA shall assure the quality of field services delivered in accordance with the APHA Quality Assurance (QA) framework including systematic checks to provide assurance that staff are acting in accordance with agreed policies and procedures. This will be undertaken against the principles of ISO17020 and include witnessed inspections<sup>5</sup> and internal audits. APHA is in the process of moving field service inspection activities towards accreditation to the ISO 17020 standard which will be achieved in stages, across policy areas.
- 12.13 SG will inform APHA immediately it becomes aware of any deficiency in the quality of agreed services to be delivered under this agreement and APHA will take steps to resolve such problems where it is reasonable and practical to do so. The procedure in Section 21 will be used to resolve any continuing disputes.

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<sup>4</sup> Note: Bee Health in Scotland is delivered by SG RPID, with diagnosis by SASA. SG contributes to Beebase.

<sup>5</sup> Note: Witness Inspections may also be referred to as "Observed Visits".

- 12.14 The APHA Head of Field Delivery (Scotland) shall inform SG immediately if there is any actual or anticipated failure by APHA to maintain any service covered by this SLA where this gives rise to a specific risk or to non-compliance with guidance or statutory obligations and which may:
- have significant implications for public health, animal health, trade, welfare, or species conservation or;
  - put Scotland or wider the UK at risk of infraction proceedings as a result of failing to comply with national and domestic law, including EU legislation retained as a result of the Withdrawal ACT;
  - lead to reputational damage to SG or APHA.

### **13. REPORTS ON EXOTIC NOTIFIABLE ANIMAL DISEASE**

- 13.1 APHA shall ensure that the SG is immediately notified via email or phone by an APHA Veterinary Lead or Veterinary Officer of all report and suspect cases of exotic notifiable animal disease in Scotland. Details of the investigation and further information will be confirmed in the NDI 1 or by SMS message by VENDU.
- 13.2 If scientific work carried out to provide the services specified in the individual agreements listed at paragraph 4e of this Agreement results in testing for any notifiable disease, and a positive (or non-negative) test result is obtained reporting procedures shall be followed as contained in the relevant SOP or Desk Instruction. These instructions shall include informing SG. No significant changes to test methodology, reagents or kits used in testing for notifiable or reportable diseases will be made before gaining approval from the relevant policy areas in SG.
- 13.3 Where applicable SG shall ensure that the requisite legal powers are in place to enable the services specified under this Agreement to proceed.
- 13.4 APHA actions in Scotland shall follow Scotland's Contingency Plans. Information detailed at Appendix B to this agreement will be required by the SG to assist in the handling of such cases.
- 13.5 Arrangements for handling of emergency preparedness and contingency planning are detailed in section 19.

### **14. FINANCIAL ARRANGEMENTS CHARGES AND ACCOUNTS**

- 14.1 The KPI Plan for each individual policy area covered by this overarching agreement will show the high-level activities that SG, and APHA have agreed should be delivered along with key outcomes and reporting needs. Following each Monthly Performance Meeting with SG, APHA will invoice SG, monthly in arrears for the activities, and services delivered in the preceding month against each policy area, with the exception of Core recharges, which will be invoiced quarterly in arrears. An individual invoice (and supporting schedule to reflect associated costs of activities undertaken) will be provided for each policy area, each surveillance contract, and also for Core charges.
- 14.2 In advance of invoicing, APHA will provide no sooner than working day 16 of the new month, additional reconciled documentation to support the invoice, this includes the Customer Board Report, which also forms the invoice backing schedule. This will describe actual spend against meaningful budget YTD profiles, and forecast spend for the full year against

full year budget. Time Recording for Field activities split by Business Classification Framework (BCF), and Field projects, monthly field reports, and agreed Management Information. Reports for cost classification across all activities also to be provided.

- 14.3 Both parties will review this information, which will be presented, and discussed at the monthly meeting. The month review will also be used to inform future forecast, and profiling including early warning on potential under, or overspends by work area, or in totality.
- 14.4 The SG may wish to change the agreed volumes of existing activities, cease some activities altogether or introduce new activities within the year. If activity increases or new work is required then funding will have to be identified through identifying a shortfall in predicted delivery, re-prioritising existing work or provision of extra funding. If there is no available resource and no additional funding is available these changes can only be accommodated by reducing the scope of, or stopping altogether, work already agreed in the SLA. If additional funding is available then new, additional, or changed activities may be added to the SLA as a variation (see Section 20). Activities added in this way would then be invoiced to SG. Where SG requests a reduction in activity in year (resulting for example from a policy decision) or as a result of demand led work where the demand falls in a particular area this could (depending on the flexibility of APHA to redirect the previously committed resource) lead to more funds being available. These may be used to purchase more activity elsewhere and/or cessation of charges to SG for the rest of the year for the activity no longer required (notwithstanding the provisions of paragraph 14.6). APHA and SG will engage in a formal mid-year budget review to ensure that the customer board report for period 7 includes most up-to-date intelligence around the forecast outturn for the year. This will assist the SG meet its internal timetable for providing an accurate forecast as part of any wider required budget revisions in November to provide a robust financial report as part of its wider budget revision work. A further review should also take place based on the customer board report for period 10, during the last quarter of the financial year. Any in-year changes to the budget allocation by project, or Business Classification Framework (BCF) will have to be formerly agreed by APHA, and SG. A Variation Notice will document the agreed changes, and be signed off by both parties, as part of the change control process.
- 14.5 Requests for changes in activity, priorities in year, or new work together with their associated resource impacts will be assessed on a case-by-case basis with full discussion between SG and APHA. If necessary, any dispute would be dealt with under the provisions of Section 21.
- 14.6 All initial charges will be based on full cost recovery with any additional activities charged at marginal cost, which will not attract a core element as that will be recovered through existing activity (unless the new item is being substituted for an existing item in which case the full charge will apply). The charges for changes will be agreed separately to take account of the impact of those changes on both fixed and variable costs. This applies to normal business. Emergencies are dealt with in Section 19.
- 14.7 Approved budgets for the financial year should be set no later than 31 March<sup>6</sup> and where not practically possible draft budgets will be provided, as based on the activity required by each policy area within the SG. In addition, there are overheads, which will be confirmed to SG by the start of the financial year- with a clear rational demonstrated. This includes an element of the “fixed costs” charged by Defra to APHA and is broken down to identify the adjustment in line with the concordat and associated documents (including a list of all

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<sup>6</sup> APHA budget setting is reliant on factors outside of the agencies control.

relevant systems and services). Should APHA be unable to deliver the required activities, and/or policy teams choose to direct budget elsewhere, or they receive an increase in notional charges during the year, which changes the fixed cost element initially included in the price, supplementary charges may be required to recover the higher cost of the notional charges, and/or reduction in policy budget. This additional recovery for additional work may be either through an amendment to routine invoicing or through a separate invoice to Animal Health and Welfare Division (of the Scottish Government) finance team.

- 14.8 APHA and SG will begin the review of the SLA and KPI Plans in October each year for the following financial year. This review will include, but not be limited to, the types of activities to be delivered, targets set, and management information provision. Indicative activity requirements split by each of the policy areas should be provisionally agreed for the following financial year by the end of January each year.
- 14.9 If the customers' requirements are finalised by the end of January, then APHA will provide the finalised budget for each policy area, (based on the discussions in 14.7 above), for the following financial year by the end of March.
- 14.10 If an activity currently within the scope of this SLA becomes chargeable to a commercial customer or industry (i.e. those items covered by the charging project) where applicable, and permitted under legislation, charges to industry will be invoiced and kept by APHA. These will be offset against costs charged under this SLA.
- 14.11 APHA and SG are required to ensure, and demonstrate that value for money is being obtained, and that collaborative work with other delivery agencies, and Government Bodies is undertaken in a cost-effective manner. Any possible efficiencies identified should be effectively managed across the agencies.
- 14.12 All charges from APHA will be grossed up for standard VAT (at the appropriate rate). This VAT element can then be recovered from HMRC by the SG in the normal way. VAT is outside the Spending Review limits (i.e. not included within the quoted prices).
- 14.13 SG will set up the required purchase orders, as agreed between APHA, and SG to enable APHA invoices to be validated no later than 30 April or within 4 working weeks of the budget being agreed. SG will provide details of these purchase orders to APHA by the end of April to ensure that APHA invoices will have the relevant information on which to be processed. Invoices to SG will be sent within 10 working days of the Monthly Performance Meeting.
- 14.14 Payment should be made within 30 days of receipt of the invoice provided satisfactory information is provided.

In the event of a query with any invoice submitted SG should contact Defra Group Finance Business Intelligence, Management Accounts, and Systems (BIMAS) Team in the first instance, copying in the Finance Business Partner responsible for Scotland.

- 14.15 Performance and financial activity will be monitored, and reported against at the monthly meetings, and the strategic financial issues will be discussed at the quarterly meetings as set out in paragraph 8.2

## **15. COMMUNICATIONS, SERVICE STANDARDS AND INFORMATION MANAGEMENT INCLUDING MEDIA HANDLING**

15.1 Both parties are committed to providing a responsive, efficient, high quality service that is valued by their customers.

## 15.2 **Handling of routine communications**

Handling letters, emails, telephone enquiries, visits and appointments will remain the responsibility of each party working in accordance with their own processes, service standards and deadlines.

## 15.3 **Requests for general factual information**

As a general principle, the Head of Field Delivery (Scotland) is responsible for ensuring that requests for information are met with a reasonable response but in the first instance, the Relationship Manager should be the central point of contact. This shall assist the management of information and enable corporate added value to information originating from Scottish APHA offices.

Where the timeframe for specific requests for factual information cannot be achieved or for items of a minor nature the SG may wish to make contact directly with individual APHA Offices working through Lead Veterinarians wherever possible. SG will inform the Relationship Manager of all requests made and information received.

Breaches of the legislation administered under the auspices of the SLA may result in a criminal investigation. If that occurs APHA and the SG will co-operate as far as is possible (within the constraints of relevant legislation) with the appropriate enforcement agencies and prosecution authorities.

Similarly, a breach may result in civil proceedings and if so both APHA and the SG will co-operate as far as is possible (within the constraints of relevant legislation) with enforcement agencies.

15.4 Generally, publication of any data or information generated by the work set out in this SLA requires consent of both SG and APHA. However, this does not affect the obligations of both the SG and APHA under the Freedom of Information Act 2000, Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004, Environment Information (Scotland) Regulations 2004 and Data Protection requirements.

## 15.5 **Freedom of Information (FOI), Environmental Information Regulations (EIR) and Data Protection legislation (DP).**

All FOI, EIR and DP requests relating to the matters covered in this Agreement may be received by either or both of the Parties. Each Party shall deal with these requests in accordance with the different Acts or Regulations (Freedom of Information Act 2000, Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004, Environment Information (Scotland) Regulations 2004), Data Protection Act 2018 and the **UK GDPR** to which they are subject. In general, identifying information about a requester should not be shared by one Party with the other, without the consent of that requester. Where a request relates to the matters covered in this Agreement, as far as possible the Parties will invite comment from the other on issues affecting the interests of the other Party. It is recognised that the Parties may properly come to different decisions on the release or withholding of information, especially as they are subject to different legislation. Any need to inform, or consult with, the other Party about an information request must not lead to a breach

of the relevant statutory deadline for responding to it. APHA will provide the Scottish Government with quarterly statistical information on all FOI and EIR requests received and if required, on an ad-hoc basis.

Contact details for the teams are:

APHA ([enquiries@apha.gov.uk](mailto:enquiries@apha.gov.uk)) for the attention of the Access to Information enquiries manager;

Scottish Government ([AREinformationgovernance@gov.scot](mailto:AREinformationgovernance@gov.scot)).

#### 15.6 **SG, Ministers' Correspondence, "Treat Officially" correspondence.**

This applies to correspondence relating to operational and delivery issues. All such information should be referred initially to the Corporate Correspondence APHA mailbox ([apha.corporateCorrespondence@apha.gov.uk](mailto:apha.corporateCorrespondence@apha.gov.uk)) for the information of APHA Executive Support, and Correspondence Management Team. APHA shall record receipt and liaise with colleagues to make appropriate drafting arrangements. They shall be responsible for monitoring of turnaround times of all requests as well as consistency of approach, quality assurance and reference to the most appropriate person to provide a contribution, or for draft response. APHA HQ are required to report quarterly on all such correspondence where responses are provided by them. A copy of the response will be sent to the CVO (Scotland) for information.

15.7 Any other correspondence (i.e. non-operational, and delivery e.g. of a contentious, policy or legal nature) in respect of services covered by this SLA, received directly, or indirectly by APHA, including any such correspondence received from the SG (excluding that coming from the CVO Scotland) or Member of Scottish Parliament, will be referred to the CVO (Scotland) who will co-ordinate a response. The SG may seek advice and/or information from APHA to assist with the provision of an appropriate response. A copy of the response will be sent to APHA Executive Support, and Correspondence Management Team for information.

#### 15.8 **Publicity / media**

The Defra Group Communications Team provides communications services on behalf of APHA. References to APHA communications activity includes communications delivered by the Defra Group on behalf of APHA.

Day to day media handling and publicity in respect of any of the services covered by this SLA is the responsibility of each respective organisation. However, both parties will liaise and exchange information on issuing of all media, and other communications relating to Scotland, including press releases, interviews, and publications to ensure the effective co-ordination and discharge of their respective responsibilities. Both parties will at the request of either party provide trained staff to support the media engagement role.

#### 15.9 **Communication response to exotic disease outbreaks**

In the event of an exotic disease outbreak the SG will lead on developing, and implementing a communication strategy, which will include media engagement. A SG Communications Directorate press officer will be deployed to the Forward Operating Base (FOB) or Central Disease Control Centre (CDCC). The SG Communications Directorate may consider

establishing a media centre around the suspect / infected premises if this is deemed the most effective way of liaising with the media. Any decision to establish a media centre will be taken by the SG Directorate of Communications' Head of News. The Head of News will also seek support from APHA and SCGs in resourcing the media centre.

Communications with the local media will be led by the SG's Directorate of Communications. The SG press officer within the FOB/CDCC will coordinate a local press response from there. Where appropriate FOB/CDCC staff will telephone animal keepers directly affected by area movement controls to tell them about the requirements they must observe and give bio-security advice. There may also be scope for the CDCC Director to become involved in media briefings at the FOB/CDCC, supported by the local SG press officer. This, however, is only likely to occur after 72 hours into the disease response. In the early stages the CDCC Director and other FOB/CDCC staff will be fully occupied with disease control duties and the CVO Scotland will have covered all the salient points as national spokesperson.

APHA will lead on messaging livestock premises under government restrictions, including the delivery of information packs within restricted zones. APHA may also message other livestock keepers, Official Veterinarians, and Disease Alert subscribers. APHA shall not utilise its mass messaging system without agreement of SG.

#### **15.10 Information Campaigns**

Responsibility for communicating changes to animal health and welfare policy is primarily the responsibility of the SG. APHA shall support in developing and delivering communication strategies as appropriate.

#### **15.11 Target audience analysis**

Both parties shall seek to co-ordinate target audience research including customer insight, and stakeholder analysis and to share research findings.

#### **15.12 Image libraries**

Both parties shall allow access to their respective image libraries.

#### **15.13 Complaints**

The SG will be responsible for handling complaints relating principally or exclusively to the development of policy, interpretation of legislation in relation to the policy, and other matters not related to standards of service in Scotland. Complaints about standards of service and interpretation of legislation in relation to delivery will be handled in accordance with the processes outlined in the APHA Customer Service Standards booklet, and SG made aware. If any complaint needs to be escalated to APHA Corporate Services, the SG will be advised of the outcome.

#### **15.14 Sharing Information**

Appendix A details Data Processing arrangements. Both parties will pursue opportunities for partnership working through the terms of this SLA, and any wider opportunities including information sharing (taking into account the provisions of the prevailing data protection legislation), and joint training and technical guidance, so as to optimise efficiency and at the

same time deliver services in ways appropriate to stakeholders. Confidentiality of information will be respected.

### **15.15 Intellectual Property**

Foreground intellectual property rights (IPR) are unlikely to be generated from the work being carried out under scientific laboratory services listed at paragraph 4(e) of this Agreement.

However, subject to any third-party rights other than by virtue of this Agreement, any foreground IPR, including but not limited to any patentable discovery, generated in any scientific laboratory service covered by this Agreement, or any subsidiary contract to this Agreement shall belong to the APHA.

APHA will grant to the other Funders a non-exclusive, Royalty-free licence in perpetuity to any foreground IPR being all reports including Progress Reports, documents, specifications, instructions, plans, drawings, patents, models, designs, software, source codes, or other materials whether in writing, or in electronic, or other media produced and/or supplied in the provision of this Agreement.

APHA will, upon request not to be unreasonably withheld, grant to the other Funders the power to allow them to extend their licence, on the same terms, to any Public Body.

APHA shall be responsible for the appropriate commercial exploitation of such IPR. The income from such exploitation activities, less allowable deductions for costs associated with the protection and licensing of the IPR, shall be divided on a 90:10 APHA: Funder basis.

## **16. ESTATE MANAGEMENT AND ACCOMMODATION ISSUES**

- 16.1 APHA will set out its estate needs to deliver the agreed activities contained in this SLA.
- 16.2 Acting reasonably, the SG will continue to provide appropriate routinely required accommodation. In the event of a notifiable disease outbreak (see paragraph 19). SG will provide assistance to help find any such required additional accommodation. If as a result of this expansion additional CDCC/FOB infrastructure is required SG, and APHA will jointly be responsible for making this happen. Prior approval to commit expenditure on CDCC/FOB infrastructure will be through normal outbreak governance. Costs incurred by APHA will be charged to the outbreak and recovered from the SG through normal finance governance.
- 16.3 SG and APHA shall meet quarterly to discuss accommodation issues. SG will consult APHA where required on any refurbishment/capital works which may affect their occupation in the Core Scottish Government Estate. Work will be undertaken via the Scottish Government Facilities Management Contract. APHA'S onsite contact will be provided with the name of the relevant project manager inside the Scottish Government Workplace Division who will ensure appropriate engagement and timeframes will be discussed and agreed. APHA will undertake their own comms and engagement with the staff affected by any moves, this includes HR and Union engagement. APHA will provide information timeously to permit any property changes, including any design for specialist packing area.
- 16.4 SG, will manage lease renewals, lease terminations, sales and acquisitions. SG will fund dilapidations on accommodation, with the exception of specific Animal Health packing/drying facilities. SG will liaise with the named APHA contact who will provide data on new ways of working for APHA colleagues and advise on headcount numbers. Under

normal (i.e. not in the event of a notifiable outbreak) circumstances APHA will be required to adopt SG post-covid new ways of hybrid working. .

- 16.5 Acting reasonably, the SG will provide Facilities Management services, ensuring that buildings are maintained to a standard that complies with building standards, and statutory requirements, including Health and Safety. APHA is responsible for adhering to all health and safety practices including COSHH and should immediately advise the SG of changes in storing, holding or keeping any substances, which are hazardous to the health of wider colleagues, occupiers and other civil servants. This includes the storage of tools retained for the humane culling of farmed livestock.
- 16.6 Office furniture provided by the SG but used principally or exclusively by APHA staff in Scotland will not formally transfer to APHA. However, APHA will retain the right to continue using any such items without charge unless formally agreed. Replacement furniture or other purchased items will be paid for, and owned by APHA unless separately agreed between the SG and APHA. APHA will comply with local recycling regimes and waste management requirements for the building.
- 16.7 APHA will comply with waste management regulations for all waste types (inc. confidential, general, recycling, hazardous, chemical, electrical) ensuring staff segregate waste at source in line with local recycling regimes. APHA will be recharged by The Scottish Government for any ad hoc waste collections requested.
- 16.8 Cleaning – APHA will ensure employees adopt a personal responsibility for keeping the workplace clean. APHA will report any cleaning related issues via the relevant channel. APHA will ensure employees adhere to a clear desk policy to allow workstations to be cleaned appropriately. Where buildings are cleaned by The Scottish Government FM contract they will be cleaned to the appropriate BICS standard.
- 16.9 APHA must comply with local energy reduction and sustainability initiatives.
- 16.10 APHA must abide with all Scottish Government's Security and Business Continuity Arrangements on the Scottish Government Estate.
- 16.11 APHA must comply with any levels of alert and/or incidents at specific buildings. All incidents that may affect an SG building fabric or service provision will be reported promptly via SG's incident management procedures.
- 16.12 APHA offices in Scotland use Scottish Government franking facilities, APHA will be recharged by the Scottish Government for their appropriate share of the postage cost..
- 16.13 Where APHA offices in Scotland use the local Scottish Government telephony system there will be a quarterly invoice from the Scottish Government to APHA for their share of the telephony cost. As APHA rolls out the MS Teams telephony system and removes fixed lines this will change.

## **17. IT**

- 17.1 Both parties will agree on IT Requirements and systems required to carry out the services to be delivered under this agreement, including any variation to it. Requests for the provision of new or changed support, and/or system Requirements will be considered on their own

merit and shall include discussion and agreement on responsibilities for the required funding and any considered information security implication.

- 17.2 The training room within Saughton House will stay in situ for the duration of this SLA. APHA shall be responsible for ensuring the room is appropriately equipped to deliver training.

## **18. STAKEHOLDER MANAGEMENT**

- 18.1 Day-to-day stakeholder management will remain the individual responsibility of each party. Stakeholder engagement in respect of the delivery of services under this SLA will be through the Head of Field Delivery (Scotland) or the Relationship Manager responsible for Scotland working in liaison with APHA corporate centre and SG as appropriate.
- 18.2 In determining their respective service goals, and objectives both parties will take account of the many interest groups, individuals and organisations that constitute their customers, operational partners, and stakeholders.
- 18.3 Both parties will aim for consistency in approach and quality of service in all stakeholder interests.

## **19. EMERGENCY PREPAREDNESS AND CONTINGENCY PLANNING**

- 19.1 The SG and APHA will co-operate to ensure that appropriate animal disease preparedness is in place. The SG will lead in the production of the Scottish contingency planning arrangements, which will incorporate APHA local/operational arrangements. In doing so both will continue to work closely together and ensure that all such arrangements are compatible. The SG contingency plans complement the plans for England, and Wales and form part of an overall GB & NI Plan.
- 19.2 APHA shall liaise with other elements of the Emergency Planning infrastructure e.g. Local Readiness and Resilience Panels and Scottish Emergency Co-ordinating Committee Exercises Sub-Group and will maintain a programme of local and regional exercises in GB to include England, Scotland, and Wales. Where these exercises impact on Scotland, they will be developed in consultation and with the participation of the SG. APHA will liaise with local delivery partners and stakeholders in the planning and delivery. APHA also conduct UK national exercises, which would include Northern Ireland.

### **Responding to Exotic Disease Outbreaks.**

- 19.3 In the event of an outbreak of exotic notifiable disease impacting Scotland the SG will establish a Disease Strategy Group (DSG) to direct the response. A Veterinary Lead will be APHA's embedded representative on the DSG and will liaise as necessary with APHA staff within the CDCC(s)/FOB(s) to ensure the delivery of animal health and welfare policy in both business as usual and in an exotic disease outbreak situation and provide information to the CVO (Scotland) to inform disease control policy. With SG agreement the Veterinary Lead may invite other APHA representatives to attend some of the DSG meetings to provide briefing and advice.
- 19.4 Strategic decisions affecting the whole of GB will be discussed at the Animal Disease Policy Group at which the SG will be represented and put to Ministers as appropriate.

- 19.5 The Outbreak Co-ordination Centre (OCC) in the National Disease Control Centre (NDCC) at which the SG, other devolved administrations, operational partners, and key stakeholders are represented will provide tactical, logistical, and operational support to the disease control operation. All operational instructions relating to SG policy issued to the CDCC(s)/FOB(s) in Scotland will first be agreed in draft with the SG prior to being issued through the APHA Operations Manual.
- 19.6 APHA shall be responsible for supplying staff to augment FOB(s) during disease emergencies and for calling on assistance from the SG, and other Government Departments for additional staff to undertake administrative, and field tasks. The SG has a responsibility to support APHA in its role.
- 19.7 APHA retains the right to redeploy its staff from Scotland to support exotic disease outbreaks elsewhere in GB. APHA will have regard to the need to maintain a state of readiness in Scotland and if such deployment could or is likely to affect this adversely will consult with and agree proposals with CVO (Scotland). The prioritisation of Laboratory resources across GB will be taken by the Chief Executive Officer, and the Director for Scientific Services of the Agency taking into account priorities and resource constraints in each Administration.
- 19.8 The SG has published its Contingency Plans for dealing with an outbreak of exotic notifiable animal disease, which can be found at <https://www.gov.scot/publications/exotic-animal-disease-contingency-framework-plan-august-2022/>

These set out the roles, responsibilities and resource infrastructure that will be put in place in a disease response and how these relate to the GB systems put in place by Defra, Scottish Government and APHA.

### **Emergency Situations' costs**

- 19.9 Although APHA's planning includes preparation and readiness for outbreaks, and emergencies no allowance has been made in the SLA for the actual occurrence of an outbreak or the emergency. The SLA has been designed for an outbreak free year.
- 19.10 If as a result of a national or other emergency APHA resources are diverted away from the delivery of the activities in the budget APHA will follow the Principles for Outbreak Management current at the time. In addition, either APHA, or the SG may seek to suspend the activity-based SLA, and to restructure the way in which services are paid for in order to ensure that the financial impact of the outbreak including the effect of any income from the EU or replacement following EU Exit is fairly reflected in the payments made to APHA. Any suspension of the SLA or restructuring of payments requires the mutual consent of both parties.
- 19.11 Where additional costs are incurred as a result of the outbreak/emergency (over and above the value of the combined policy budget) these will be charged to SG based upon the overtime and T&S hours recorded (for internal costs) within Scotland and based on actual expenditure for external costs. These invoices when submitted will be separate to the monthly activity-based invoices.
- 19.12 APHA shall assist SG in the recovery of relevant and allowable outbreak costs as appropriate.

- 19.13 Any decision by APHA to redeploy manpower or resources that will have impact on volumes of business-as-usual work covered by this SLA as a result of an outbreak or emergency will be recorded and communicated to SG in writing, highlighting any impact (costs or savings) on likely outputs and timescales for the work i.e. an agreement to divert from BAU for x duration.
- 19.14 In the event of an outbreak of exotic animal disease SG and APHA shall follow the requirements of the relevant Contingency Plan. APHA shall report on the impact on the delivery of services under this SLA to the APHA the relevant Governance boards.
- 19.15 Agreement on funding in emergency situations will be documented in the Principles for Outbreaks Management paper.

## **20. CHANGE AND VARIATION TO THE SLA**

- 20.1 Either party may seek variations to this SLA working through the managers of the SLA i.e. the CVO (Scotland) and APHA Relationship Manager. Requests must be submitted in writing with a full statement of the requirement, using the appropriate change request documentation.
- 20.2 All requests for change/variation will be assessed through the APHA Business Change Process for impacts and a response provided back to the customer indicating the costs, timescales, and a proposed way forward for implementation. Where APHA considers that the change requires formal project management then the cost of this additional resource will be clearly identified and included within the response, taking into account any reduction in other activity that the variation may allow for.
- 20.3 Any proposals on how to implement the variation shall need to be considered and agreed by both parties and no work will be undertaken until agreement is reached on how the work will be funded. Where legislative, urgent, or major changes are required each party will do its utmost to give the other reasonable notice, and to respond as quickly as possible but this will depend on resource availability. Where APHA is unable to deliver as requested further discussions will take place to try to find an alternative approach. Ultimately, either or both parties may conclude it is not possible for APHA to deliver the request.
- 20.4 Charges for new and changed activity in the SLA will be provided in a funding document as covered under clause 14.5 above. The funding document will be agreed by both parties, and a copy attached to the relevant Policy area to this SLA. The relevant Policy Requirement Plan/Science Surveillance “contract” summary will be subsequently updated and signed off as a replacement document to this SLA on annual review of the SLA.
- 20.5 Any mutually agreed “minor” in-year changes or amendments will be dealt with through normal means of communications with the Relationship Manager who will co-ordinate discussions between interested parties for agreement.
- 20.6 APHA and SG will implement any agreed delivery, and/or operational changes covered by the SLA at the earliest opportunity working through the appropriate channels.

## **21. ESCALATION AND DISPUTES**

- 21.1 Where there is a difference of opinion between the SG and APHA on the interpretation of the terms and conditions of the SLA, the matter will be referred to the signatories of the SLA

(or their successors) for their views. Thereafter, issues that arise, which cannot be resolved should be escalated via the routes shown in the table below.

Escalation Level	Scottish Government	APHA
1	Scottish Government Policy	Head of Field Delivery or Lead Scientist
2		Relevant Director
3	Chief Veterinary Officer	APHA Chief Executives
4	SG Permanent Secretary	Defra Director General for the Food, Biosecurity and Trade.

21.2 If the issue or dispute remains unresolved Scottish Ministers will have the final decision in consultation with Defra (where there is an impact on GB delivery).

## 22. SIGNATORIES TO THE SLA

Signed:

Signed:

Name: REDACTED

Name: REDACTED

Status: Head of Field Delivery Scotland

Status: CVO Scotland

Date: 25 November 2025

Date: 22 November 2024

For and on behalf of APHA

For and on behalf of SG

## APPENDIX A: Data processing agreement (joint controllers) UK (GDPR).

This Appendix A is currently subject to review between the Parties; however, the existing data processing agreement will remain in place until replacement.

## **PARTIES**

- (1) Scottish Government (SG)
- (2) Animal and Plant Health Agency (APHA)

## **BACKGROUND**

- (A) On 25 May 2018, the **UK GDPR** came into effect in the United Kingdom.
- (B) In accordance with the **UK GDPR**, the parties have agreed that they are joint controllers as defined in Article 26 of the **UK GDPR**, in respect of the data processed, and shared for the service delivered under the Service Level Agreement (SLA).
- (C) As joint Controllers, the parties are required to determine their respective responsibilities for compliance with the obligations under the **UK GDPR**.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions, and rules of interpretation apply in this Annex.

#### **1.1. Definitions:**

- 1.1.1. **Agreed Purpose:** has the meaning given to it in clause 2 of this Annex.
- 1.1.2. **Agreement:** this Annex incorporates the terms of the corresponding **SLA**.
- 1.1.3. **Commencement Date:** 1 April 2024.
- 1.1.4. **Data Sharing Code:** the Information Commissioner's Data Sharing Code of Practice of May 2011.
- 1.1.5. **Data Protection Legislation:** (i) the Data Protection Act 2018 (as amended); (the **UK GDPR**); (ii) The Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and (iv) any other laws and regulations relating to the processing of personal data, and privacy, which apply to a party, and if applicable, the guidance, and codes of practice issued by the relevant data protection or supervisory authority.
- 1.1.6. **Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data.
- 1.1.7. **Personal Data:** the personal data to be shared between the parties under clause 4 of this Agreement.
- 1.1.8. **Subject Access Request:** the exercise by a data subject of his or her rights under Article 15 of the **UK GDPR**.

- 1.1.9. **Supervisory Authority:** the relevant supervisory authority in the territories where the parties to this Agreement are established.
- 1.1.10. **Term:** 1 April 2024 to 31 March 2025.
- 1.1.11. **Controller, Processor, Data Subject, and Personal Data, Special Categories of Personal Data, Processing,** and "appropriate technical, and organisational measures" shall have the meanings given to them in the Data Protection Legislation.
- 1.1.12. **UK GDPR:** the UK General Data Protection Regulation, as defined in Part 1, section 3, paragraph 10 of the Data Protection Act 2018 (as amended).

## 2. Purpose

- 2.1. This agreement sets out the framework for the processing of **Personal Data**. It defines the principles, and procedures that the parties shall adhere to, and the responsibilities the parties owe to each other. The Parties each acknowledge and agree that they have allocated responsibility between themselves for compliance with certain aspects of the Data Protection Legislation as set out in this Agreement, and in Schedule 2 (Data Processing Responsibilities).
- 2.2. The purpose of the data processing is to deliver the services under this SLA, such activities should be limited to Animal and Plant Health, and Animal Welfare work as these are the original collection purposes.
- 2.3. The parties agree to only process Personal Data as described in clause 3.1, and clause 3.2 and set out in Schedule 1, for the activities limited to Animal and Plant Health, and Animal Welfare work as these are the original collection purposes.
- 2.4. The parties shall not process Personal Data in a way that is incompatible with the purposes described in this clause (**Agreed Purpose**).
- 2.5. Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data processing, and to actively improve the effectiveness of the data processing/sharing initiative. The points of contact for each of the parties are:
- 2.5.1. Scottish Government Head of Information Assurance & Data Protection: REDACTED.  
Email: REDACTED
- 2.5.2. APHA Data Protection Manager:  
Email: [data.protection@defra.gov.uk](mailto:data.protection@defra.gov.uk)

## 3. Personal Data

- 3.1. The following types of Personal Data will be processed by the parties during the Term of this agreement:
- 3.1.1. Names, addresses, and contact details of customers.

3.1.2. Special categories of Personal Data (as defined in the **UK GDPR**) will if necessary be shared between the parties.

3.2. Further detail on the Personal Data as described in clause 3.1 and clause 3.2 is set out in Schedule 1, as agreed and established by the parties.

3.3. The Personal Data must not be irrelevant, or excessive with regard to the Agreed Purposes.

#### **4. Lawful, fair, and transparent processing**

4.1. Each party shall ensure that it processes the Personal Data fairly and lawfully in accordance with Article 6 of the **UK GDPR**, and clause 4.2 during the Term of this agreement.

4.2. Each party shall ensure that the Personal Data is:

- (i) Adequate, relevant, and limited to what is necessary in relation to the purposes for which the personal data is processed under this Agreement; and(ii) Accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate personal data (having regard to the purposes for which the personal data is processed under this Agreement) has been erased or rectified.

4.3. Each party shall, in respect of the Personal Data, ensure they provide clear, and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which they will process their personal data, the legal basis for such purposes, and such other information as is required by Articles 13 (and where relevant Article 14) of the **UK GDPR** including:

4.4. if Personal Data will be transferred to a third party, that fact, and sufficient information about such transfer, and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer.

4.5. This shall be done through a privacy notice.

#### **5. Data subjects' rights**

5.1. The parties each agree to provide such assistance as is reasonably required, to enable the other party to comply with requests from Data Subjects, to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

#### **6. Data retention and deletion**

6.1. The parties shall not retain, or process Personal Data for longer than is necessary to carry out the Agreed Purposes.

6.2. Notwithstanding clause 6.1, parties shall continue to retain Personal Data in accordance with any statutory retention periods applicable in their respective countries.

#### **7. Transfers**

7.1. For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by APHA with a third party, and shall include, but is not limited to, the following:

- 7.1.1. subcontracting the processing of Personal Data;

7.1.2. granting a third party controller access to the Personal Data.

7.2. If APHA appoints a third-party processor to process the Personal Data, it shall comply with Article 28 and Article 30 of the **UK GDPR** and shall remain liable to Scottish Government for the acts and/or omissions of the processor.

7.3. APHA may not transfer Personal Data to a third party who do not process personal data within the UK or in any country deemed adequate for data protection purposes by the UK without prior agreement of the Scottish Government.

## **8. Security and training**

8.1. The parties undertake to have in place throughout the Term, appropriate technical, and organisational security measures to:

8.1.1. prevent:

8.1.1.1. unauthorised or unlawful processing of the Personal Data;

8.1.1.2. and the accidental loss or destruction of, or damage to, the Personal Data;

8.1.2. ensure a level of security appropriate to Official / Official Sensitive classification:

8.1.2.1. the harm that might result from such unauthorised, or unlawful processing, or accidental loss, destruction, or damage; and

8.1.2.2. the nature of the Personal Data to be protected.

8.2. The level of technical, and organisational measures agreed by the parties as appropriate, as at the Commencement Date having regard to the state of technological development, and the cost of implementing such measures is set out in Schedule 6. The parties shall keep such security measures under review, and shall carry out such updates, as they agree are appropriate throughout the Term.

8.3. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Personal Data in accordance with the technical and organisational security measures.

8.4. The level, content and regularity of training referred to in clause 8.3 shall be proportionate to the staff members' role, responsibility, and frequency with respect to their handling, and processing of the Personal Data.

## **9. Personal data breaches and reporting procedures**

9.1. The parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority, and (where applicable) data subjects under Article 33 of the **UK GDPR** and shall each inform the other party without undue delay of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority, or data subject(s).

9.2. The parties agree to provide reasonable assistance as is necessary to each other, to facilitate the handling of any Personal Data Breach in an expeditious, and compliant manner.

## **10. Review and termination of agreement**

10.1. Parties shall review the effectiveness of this data processing initiative annually, having consideration to the aims, and purposes set out in clause 2.2, and clause 2.3.

10.2. The review of the effectiveness of the data processing initiative will involve:

10.2.1. assessing whether the purposes for which the Personal Data is being processed are still the ones listed in clause 2 of this Agreement;

10.2.2. assessing whether the Personal Data is still as listed in clause 3 of this Agreement;

10.2.3. assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and assessing whether personal data breaches involving the Personal Data have been handled in accordance with this Agreement and the applicable legal framework.

10.3. Each party reserves its rights to inspect the other party's arrangements for the processing of Personal Data, and to terminate the Agreement where it considers that the other party is not processing the Personal Data in accordance with this agreement.

## **11. Resolution of disputes with data subjects or the Supervisory Authority**

11.1. In the event of a dispute, or claim brought by a data subject, or the Supervisory Authority concerning the processing of Personal Data against either, or both parties, the parties will inform each other about any such disputes, or claims, and will cooperate with a view to settling them amicably in a timely fashion.

11.2. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject, or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

11.3. Each party shall abide by a decision of a competent court in England and Scotland. or of that Supervisory Authority.

## **Schedule 1 - Details of processing**

Description	Details
Subject matter of the processing	The purpose of the data processing is to deliver the services under this SLA and delivery plan annexes. Such activities should be limited to Animal and Plant Health, and Animal Welfare work as these are the original collection purposes.
Duration of the processing	Personal Data will be processed for the duration of this agreement, and further process stored in line with the parties retention policies.
Nature and purposes of the processing	<p><i>The nature of the processing means any operation such as 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) etc.</i></p> <p>The processing of data will incorporate all elements as described in the above example.</p>
Type of Personal Data	Names, addresses, and contact details of customers. APHA email and business communications, reports and management information required to deliver statutory and non-statutory services for the Scottish Government.
Categories of Data Subject	Customer Data

## Schedule 2 - Data Processing Responsibilities

### Data Processing Responsibilities

Activity	Responsibility for making policy and decisions	Responsibility for implementing policy and decisions
<p>Lawful basis for processing of personal data [and of special categories of personal data] (Article[s] 6, 9 and 10)</p>	<p>Each party will be responsible for ensuring that the data in relation to this SLA are processing in a manner compatible with a lawful bases under Article 6 of the <b>UK GDPR</b>. For the purposes of this agreement the data will largely be processed under Articles 6 (c and e) of the <b>UK GDPR</b>:</p> <p>Respectively:</p> <p><i>6 (c) processing is necessary for the compliance with a legal obligation to which the controller is subject</i></p> <p><i>6 (e) processing is necessary for the performance of task carried out in the public interest or in the exercise of official authority vested in the controller</i></p>	<p><b>E.g. Each party will be responsible for ensuring they only process personal data for the agreed purpose.</b></p>
<p>Purposes for which personal data may be collected (Article 5(1)(b))</p>	<p>Each party will be responsible for ensuring that data in relation to this SLA will only be used for the purposes specifically outlined within the SLA</p>	
<p>Data minimisation (Article 5(1)(c))</p>	<p>Each party will be responsible for ensuring the only <i>necessary</i> data will be processed in relation to the purposes of fulfilling this SLA.</p>	
<p>Data accuracy (Article 5(1)(d))</p>	<p>Each party will be responsible for ensuring the data in relation this SLA is accurate and kept up to date.</p>	
<p>Data storage limitation (Article 5(1)(e))</p>	<p>Each party will be responsible for ensuring the data in relation to this SLA is retained in line with that party's retention policy.</p>	
<p>Integrity and confidentiality (Article 5(1)(f))</p>	<p>Each party will ensure that appropriate technical and organisational measures are in place to ensure the integrity and confidentiality of the data relating</p>	

	to this SLA.	
Accountability (Article 5(2))	Each party will ensure that the relevant accountability requirements are met in relation to the data being processed to fulfil the requirements of this SLA.	
Information notices (Articles 13 and 14)	Each party will ensure that relevant information notices are available to the data subjects relating to this data within this SLA.	
Data subject rights (Articles 15 to 22)	Each party will ensure that there is a process in place to ensure that data subjects are able to access their rights.	
Data protection by design and default (Article 25)	Each party will ensure that data protection by design or default is embedded within that party's data protection processes.	
Appointment of processor (Article 28)	Each party will ensure that additional parties acting as data processors within the scope of the data pertaining to this SLA will be held accountable and responsible for ensuring the relevant standard of data protection compliance.	
Records of processing activities (Article 30)	Each party will ensure that these requirements are met.	
Co-operation with supervisory authority (Article 31)	Each party will ensure that these requirements are met.	
Security of processing (Article 32)	Each party will ensure that these requirements are met.	
Notification of data breach (Articles 33 and 34)	These requirements are outlined within the scope of this SLA. In addition to this each party will ensure that relevant processes are in place to meet these requirements.	

## **APPENDIX B: INFORMATION REQUIRED TO ASSIST IN HANDLING OF CASES OF REPORTS ON EXOTIC NOTIFIABLE ANIMAL DISEASE**

- Immediate notification of report or suspect cases of notifiable and reportable diseases;
- Prompt and comprehensive documentation relating to report or consultations or confirmed cases of notifiable and reportable diseases;
- Prompt provision of test results to the CVO in respect of samples taken as part of a suspect animal disease investigation
- Feedback relating to any difficulties or successes of individual policies;
- Provision of statistical information as requested;
- Notification of any operational incidents or local events that might have implications for Scottish policy colleagues, political implications for Scottish Ministers, or cases likely to generate significant media interest;
- Where “APHA ” become aware, notification of any cases where non notifiable diseases may be causing significant mortality/morbidity;

## APPENDIX C: EMERGENCY OUTBREAK AND CONTINGENCY PLANNING

### Emergency Preparedness:

UK Emergency Preparedness for Animal Disease outbreaks is overseen by the Outbreak Readiness Board (ORB).

### Outbreak Readiness Board Terms of Reference

#### Purpose

- Strategic oversight of policy and operational preparedness for outbreaks of exotic notifiable diseases of animals in the UK.
- To assess the current position, review progress in developing readiness and resilience for responding to outbreaks of exotic notifiable animal disease in the Animal and Plant Health Agency (APHA), Food and Farming Group (FFG) and other parts of Defra, in Scotland, Wales & Northern Ireland and in other delivery bodies such as IAH Pirbright and Local Authorities.
- Consider emerging risks and horizon scanning in context of future preparedness.
- Set the strategic direction and priorities for further work to improve capabilities.

#### Composition

The Chair and members of the Board will be: -

Director for Service Delivery, APHA (Chair)
Head of Contingency Planning, APHA
CVO(UK)
Deputy Director, Strategic Animal Health Policy Programme, Defra
CVO Wales, Welsh Government (WG)
Head of Contingency Planning, Welsh Government (WG)
CVO Scotland, Scottish Government (SG)
Head of Exotic Disease Branch, Scottish Government (SG)
Exotic Disease Policy Lead, Scottish Government (SG)
CVO (NI)
Head of Contingency Planning (DARD)
Chair of the Disease Emergency Response Committee, APHA.
APHA, Contingency Planning Division (Secretariat)

The Board will call on others from APHA, Defra, Scottish Government, Welsh Assembly Government, Department of Agriculture and Rural Development, Northern Ireland and elsewhere to report activity write papers and attend meetings as appropriate and as the subjects to be discussed indicate.

The Board will meet quarterly and will report on an exception basis to the CVO UK and relevant Ministers on any areas of intractable and material concern.

### Scottish Contingency Steering Group

Within Scotland Contingency Planning is co-ordinated through the Scottish Contingency Planning Group.

Within APHA the Head of Field Delivery is responsible to the Director Service Delivery for ensuring that their area remains prepared for an outbreak of notifiable disease.

The Head of Field Delivery Scotland will liaise with local Readiness and Resilience Panels in maintaining links with other local operational partners.

## **Outbreak Management**

In the event of an outbreak, the CVO (UK) establishes a National Disease Control Centre (NDCC); the Outbreak Coordination Centre (part of the NDCC) is based in London.

Strategic control of UK issues resides with the National Security Council – Threats, Hazards, Resilience and Contingencies Sub Committee based in COBR, with tactical command remaining within the DSG and NDCC.

Within the NDCC, there are a number of UK bodies that assist in the management of the outbreak:

- National Experts Group (NEG)
- Animal Disease Policy Group (ADPG)
- National Epidemiology Emergency Group
- Outbreak Advisory Group (OAG)
- Disease Emergency Response Committee (DERC)
- Science Advisory Group for Emergencies (SAGE)
- Outbreak Co-ordination Centre (OCC)

APHA maintains the readiness of the OCC and establishes it in the event of an emergency. Within Scotland, strategic direction to the outbreak resides in the Disease Strategy Group (DSG), established by Scottish Government.

A Veterinary Lead is a member of the DSG and represents the operational aspects of the response.

The Head of Field Delivery will establish a control room (NDCC Annex) embedded with Scottish Government to co-ordinate the response. This will act as a virtual part of the NDCC with the following functions:

- Head of Field Delivery
- Scottish Veterinary and Technical Operations
- OCC – Scottish Contingency Planning Business Partner

## APPENDIX D: KEY CONTACT POINTS

### Key Contacts APHA

Chief Executive Officer:

REDACTED Email: REDACTED

PS: REDACTED

Email: REDACTED Tele: REDACTED

Director for Service Delivery

REDACTED Email: REDACTED

PS: REDACTED

Email: REDACTED Tel: REDACTED

Director for Strategy Planning and Innovation: REDACTED

Email: REDACTED

Tel: REDACTED

Veterinary Head of Animal Health and Welfare Advice Services: - REDACTED

Email:

Tel:

Veterinary Director: REDACTED

Email REDACTED

PS: REDACTED

Email: REDACTED

Tel: REDACTED

Director for Scientific Services: REDACTED)

Email: REDACTED

PS: REDACTED

Email REDACTED

Tel: REDACTED

Head of Field Delivery Scotland: REDACTED

E mail REDACTED

Tel: REDACTED

Veterinary Leads Scotland: REDACTED.

E mail [a](#) REDACTED

Head of Central Service Centres (CSC): REDACTED

E mail: REDACTED

Tel: REDACTED

Relationship Manager: REDACTED

Email: REDACTED

Tel: REDACTED

### Science Leads

Name	Portfolio	Office	Mobile
	TB		
REDACTED	TSE & Animal By-Products	02084152232	REDACTED
REDACTED	Viral Disease	0208 415 2169 0208 026 9476	REDACTED
REDACTED	Wildlife	0208 026 2435	REDACTED
REDACTED	Bacterial Diseases & Food Safety	0208 415 2152	REDACTED
REDACTED	New & Emerging/Endemic Disease	0208 026 3132	REDACTED
REDACTED	International Trade	0208 026 4762	REDACTED

APHA Communications, Customer and Business Strategy Team (for complaints/correspondence, PQs, Ministerial Correspondence, Official Correspondence)  
 Email: [APHA.CorporateCorrespondence@apha.gov.uk](mailto:APHA.CorporateCorrespondence@apha.gov.uk)

Data Sharing Agreement  
 Email: [data.protection@defra.gov.uk](mailto:data.protection@defra.gov.uk)

APHA REDACTED  
 Email REDACTED

Communications  
 Email: [Corporate.Communications@apha.gov.uk](mailto:Corporate.Communications@apha.gov.uk)

APHA Access to Information Requests Manager (for FOIA/EIR requests)  
 Email: [enquiries@apha.gov.uk](mailto:enquiries@apha.gov.uk)

## **Key Contacts in Scottish Government:**

Chief Veterinary Officer (Scotland): REDACTED

Email: REDACTED

Alternative key contact in CVO's absence

Deputy Chief Veterinary Officer (Scotland): REDACTED

Email: REDACTED

Veterinary Advisor with responsibility on APHA governance: REDACTED

Email: REDACTED

Freedom of Information Requests

Email: REDACTED

Finance

Email: REDACTED

Communications Officer

Email: [CommunicationsGreener@gov.scot](mailto:CommunicationsGreener@gov.scot)

## **APPENDIX E: ROLES AND RESPONSIBILITIES**

### **Head of Field Delivery Scotland – REDACTED**

The Head of Field Delivery Scotland has responsibility of delivering operational APHA services to the appropriate standard and to budget as set out with the SLA. They are responsible for reporting performance to SG. They have line management responsibility for field staff and are the budget holder for APHA.

### **Relationship Manager - REDACTED**

The Scottish Relationship Manger leads on matters concerning the SLA with Scottish Government, provides engagement with Scottish Government's veterinary and policy teams, and maintains an overview of their policies across APHA areas of field operation.

### **For colleagues in SG who to contact in APHA Scotland:**

The first point of contact for discussing new or emerging policies should be the Relationship Manager. They will ensure that as the policy develops APHA remain engaged and will bring the appropriate skills and competences into the discussion. Where an existing policy is being amended then, as above, colleagues should in the first instance approach the Relationship Manager. For BAU and other queries Scottish Government should continue to deal with operational or corporate teams as normal and where they are unsure of the appropriate contact the Relationship Manager will be able to assist them in signposting the correct person within APHA.

Where operational information is sought, queries or concerns about operational performance, resourcing, or the delivery of current policies SG should direct enquiries in the first instance to the Head of Field Delivery Scotland who can ensure that such queries are directed to the appropriate source.

In the case of an Exotic Disease Emergency the Head of Field Delivery is the first point of contact for operational performance issues. A Veterinary Lead will be based at a location convenient for SG (usually Saughton House) and they are the APHA's representative on the Disease Strategy Group.

### **For colleagues in APHA who to contact in SG**

For operational queries and decisions, colleagues should first refer to the Animal Health Operations Manual, discuss with the lead Senior Veterinary Inspector (SVI) and where necessary their Veterinary Lead (VL). Wherever possible, decisions should be taken in line with these instructions at a local level. Where necessary queries can be escalated through the Network of Expertise. The Head of Field Delivery Scotland remains the accountable individual for the management of all casework within Scotland. Where a query raises concerns over the current policy or provides information that needs to be escalated to policy colleagues for their information the Veterinary Lead shall discuss with colleagues in Scottish Government. Throughout this process the Veterinary Lead remains a key contact to support the Head of Field Delivery Scotland with the current policy direction in Scottish Government.

For matters relating to staffing, resources, and general line management the Head of Field Delivery Scotland is the point of contact.

Where APHA staff in Scotland come across information or incidents that have political sensitivity, the potential for widespread public interest or contention these should be discussed with the

Veterinary Lead or Head of Field Delivery. The Veterinary Lead or Head of Field Delivery Scotland will where appropriate forward such information to Scottish Government colleagues. Where neither a Veterinary Lead nor the Head of Field Delivery Scotland is available information of a time critical nature should be passed direct but copied to the Veterinary Lead and the Head of Field Delivery Scotland.

Written reports of specific incidents should normally be sent via the Veterinary Lead to the relevant contact in Scottish Government.

Incidents of Notifiable, Reportable or Exotic disease must continue to be reported to Scottish Government in the appropriate manner as directed by the Operations Manual.

## APPENDIX F: AGENCY ARRANGEMENTS

The attached doc sets out the Agency Arrangements which is under pinned by the section 93 Order (SI 2013/3157)

**REDACTED**

## APPENDIX G: BUILDINGS USED BY APHA

Location
Cotgreen Road: <b>Tweedbank</b>
Cadzow Court: <b>Hamilton</b>
Stathearn House: <b>Perth</b>
Russell House: <b>Ayr</b>
Longman House: <b>Inverness</b>
Thainstone Court: <b>Inverurie</b>
Brooms Road <b>Dumfries:</b>
<b>Thurso</b>
<b>Stranraer</b>
Saughton House, <b>Edinburgh</b>

**PART 2 POLICY KEY PERFORMANCE INDICATOR AND DELIVERY PLANS 2024/25**

<b>Document</b>	<b>Subject</b>	<b>SRO (Scotland)</b>
	Contract G Enhancing Surveillance	REDACTED
	Exotics and CPD	REDACTED
	TB	REDACTED
	Contract L TB Surveillance	REDACTED
	Protecting the Food Chain TSE	REDACTED
	Contract T TSE Surveys	REDACTED
	ABC	REDACTED
	Animal ID and Gatherings	REDACTED
	International Trade (Border Controls)	REDACTED
	Contract F International Trade Surveillance	REDACTED
	Welfare	REDACTED
	ABP Disease Risk Reduction	REDACTED
	Reportable Disease and other Zoonoses)	REDACTED
	Contract B Zoonosis Surveillance Contract, and OM0190 AMR	REDACTED
	Enforcement Capability	REDACTED
	WLRS Bird Registration / Ivory Enforcement	REDACTED

## Scotland: Welfare

### Animal Health and Welfare in the Livestock Industry Strategy supporting themes: welfare and skills and training.

Policy outcomes	What APHA have been asked to do?	How will APHA deliver it?	Key Performance Indicator
<p>To ensure compliance with retained EU and domestic legislation.</p>	<p>To provide a quality service to Scottish Government (SG) and the wider community to ensure the highest standards of farm animal welfare are maintained.</p> <p><b>This will involve:</b></p> <ul style="list-style-type: none"> <li>• providing support and advice to the development of new policy and feedback on existing policy and implementation.</li> <li>• being a key contact for regulatory advice relating to animal welfare.</li> <li>• the timely management of registration, approvals, cross compliance visits and risk-based inspection processes for welfare.</li> <li>• investigate and take the appropriate action where non-compliance is identified.</li> <li>• refer cases for prosecution to the PF (Procurator Fiscal) where necessary.</li> <li>• where necessary respond timeously to novel or non-standard requests on an ad hoc basis.</li> <li>• work with stakeholders.</li> <li>• develop and maintain veterinary expertise in specialised areas including farmed fish, gamebirds, intensive pig and poultry production, welfare at slaughter out with abattoirs, during transport and at markets.</li> </ul>	<p>APHA will amend the Operations Manual (OM) in accordance with policy for the SG and deliver the work accordingly.</p>	<p><u>Quality:</u> APHA will deliver a consistent quality service which will give SG a high degree of confidence that there are effective and proportionate controls in place for welfare.</p> <p><u>Cross compliance:</u> APHA will support the payment agencies by ensuring that by 30 November 100% of cross compliance inspection reports are returned to the payment agency.</p> <p><u>Notifications:</u> APHA will ensure animals are protected from unnecessary suffering by visiting reports assessed as high priority, via a veterinary risk assessment, within one calendar day of notification.</p>

### **Management Information & data required:**

- Verbal field and written reports on request or where appropriate pro-actively provided.
- Monthly finance pack consisting of: Invoice; Time Recording Report; invoice breakdown; YTD expenditure vs budget, and full year forecast, and budget delivered on the 16th working day. *The exception being Core Invoices, which are quarterly.*
- Monthly KPI delivery report as part of HoFD report pack to SG to be circulated by end of week 3 of each month.
- Quarterly report against the KPI. Reports to be circulated for Qtr 1 by 31 July, Qtr 2 by 31 Oct 2024, Qtr 3 by 31 Jan 2025 and Qtr 4 by 30 April.
- 6 monthly quality reports. Reports to be circulated for Qtr 1 and 2 by 31 Oct 2024 and Qtr 3 and 4 by 30 April 2025).
- Current annual welfare statistics report.
- Annual report with results of game bird welfare visits. Report to be finalised by 30 April 2025.
- Annual report on farmed fish welfare visits. Report to be finalised by 30 April 2025.
- Annual report on seasonal poultry slaughter visits. Report to be finalised by 30 April 2025.

<u>Metric Reference</u>	<u>Key Performance Indicators</u>	<u>Target</u>	<b>Red</b> <	<b>Amber</b> >=	<b>Green</b> >=
	APHA will deliver a consistent quality service which will give SG a high degree of confidence that there is effective and proportionate controls in place for welfare.	Include narrative in 6 month report			
XC	We will support the payment agencies by ensuring that by 30 November 100% of cross compliance inspection reports are returned to the payment agency.	100%	<100		100
AW-06	We will ensure animals are protected from unnecessary pain and unnecessary suffering by visiting reports assessed as high priority, via a veterinary risk assessment (VRA), within one calendar day of notification.	within 1 calendar day of notification	80		90

**Resources 2024/25:**

	<b>Forecast</b>
Total Value	£641,177

**Agreement:**

The activities as detailed in this Requirement Plan have been agreed between the parties. Variations to the Requirements Plan will follow the process as set out in the overarching Part 1 to this agreement.

Signed on behalf of APHA.		Name REDACTED	Date 26/09/2024
Signed on behalf of SG.		Name REDACTED	Date 10/10/2024

## DOCUMENT CHANGE CONTROL

Draft	DATE ISSUED	REASON FOR CHANGE
0.1	25/10/2023	Initial draft created.
0.2	20/11/2023	APHA Internal Review.
0.3	11/03/2024	Scottish Government Internal Review. Confirmation of contentment. Final Draft v0.3 created prior to inclusion of agreed financial information.
1.0	25/09/2024	Scottish Government budget approved. Financial information inserted and final version created.