

SERVICE LEVEL AGREEMENT 2025/26

BETWEEN

THE ANIMAL AND PLANT HEALTH AGENCY

AND

THE WELSH GOVERNMENT

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PART 2

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1. PARTIES TO THE SLA

1.1 This Service Level Agreement (SLA) documents the arrangements in place between the Welsh Government (WG), and the Animal and Plant Health Agency (APHA) for the purpose of commissioning, delivering, monitoring enforcement, and charging of services. These relate to reducing the risk, and impacts of animal disease, animal health and welfare, public health, international trade, wildlife licensing / registration, egg, and poultry meat marketing, and bee health. APHA is an Executive Agency of the Department for Environment, Food and Rural Affairs (Defra). This SLA replaces, and supersedes all previous Service Level Agreements, or Memoranda of Understanding between APHA, and WG for the provision of the services set out in this SLA.

1.2 The SLA should be read in conjunction with:

- (a) the current version of APHA Priorities¹ that contributes to the wider Defra Outcome Delivery Plan, the APHA Framework Document with Defra, which covers APHA governance arrangements, and governing boards, and key roles, and responsibilities including that of the Defra Corporate Owner and Customer functions, UK Chief Veterinary Officer (CVO) and APHA Chief Executive Officer (CEO);
- (b) the Business Plans² on animal health and welfare produced by the Office of the Chief Veterinary Officer of the Welsh Government (OCVO);
- (c) the Wales Animal Health and Welfare Framework Plan including the implementation plans, and Animal Welfare Plan for Wales 2021 - 2026, the current Welsh Government Contingency Plan for Exotic Animal Diseases, the Welsh Government TB Eradication Programme and associated Delivery Plans;
- (d) the Well-being and Future Generations (Wales) Act 2015: The Well-being of Future Generations (Wales) Act 2015 came into force in April 2016. The Act requires public bodies, including the Welsh Government, to think more about the long-term, to work better with people, communities, and each other, look to prevent problems and take a more joined-up approach – helping us to create a Wales that we all want to live in, now, and in the future;
- (e) any current APHA, and WG leaflets, instructions or notes that may be issued, and relevant to either performance standards or service delivery;
- (f) the Concordat, and Ministerial letter on budget devolution agreed in 2011, and associated documents;

¹ APHA Priorities are developed as part of the APHA internal business planning within the Defra Group and is not an outwardly facing document.

² Welsh Government Business Plans are developed as part of the Welsh Government internal business planning process and is not an outwardly facing document.

- (g) any revised Concordat that is agreed by all GB Administrations, and the principles, and financial arrangements contained within;
- (h) 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;
- (i) the concordat covering Plant Health;

1.3 APHA shall be responsible to the Quarterly Performance Review (QPR) meeting, and the Customer Board, which both include WG representation (or any future governance structures that may replace these). The roles of the current Defra Corporate Owner, and Customer function do not, in any way, preclude APHA from having independent engagement, and interface with WG on matters of performance monitoring, operational, and delivery matters, financial, and managerial control, and regularity, policy, and customer requirement.

1.4 The CVO (Wales) is responsible for providing independent veterinary advice to Welsh Ministers, and promoting the policies of the WG. The CVO (Wales) also maintains effective liaison with the UK, Scotland, and Northern Ireland CVOs to ensure that international obligations are met, and there are, where practical, and appropriate, consistent animal health, and welfare policies across the UK. The CVO (Wales) will be the WG 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 the 1 April 2025 or the date of signature as soon as possible thereafter, and remain in force until 31 March 2026, subject to paragraph 2.1. It shall be reviewed at regular intervals, and may be varied by agreement of both parties at any time during the term of the agreement by working through the arrangements detailed in Section 21.

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

4.1 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 WG for the provision, operation, delivery, and assurance / monitoring of services detailed in the APHAs' priorities, as they apply in Wales;

(c) record the details of the work to be delivered through separate Key Performance Indicator (KPI) Plans attached at Part 2 to this Agreement, for the delivery, and enforcement of services relating to reducing the risk, and impacts of notifiable animal disease, other animal diseases with zoonotic, or animal welfare implications, animal health and welfare, egg marketing, poultry meat marketing, and wildlife licensing, and registration, and bee health as they apply in Wales. Note – the KPI Plans contain a high-level outline of work to be undertaken with greater detail provided in the relevant Chapters of the APHA Operations Manual.

(d) 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.

(e) complement the agency arrangements (see appendix B) between the Welsh Ministers, and APHA relating to the approval of Veterinary Surgeons as Official Veterinarians, the approval of Veterinary Surgeons for the purposes of Tuberculosis controls, and the appointment of Veterinary Inspectors during disease outbreaks, all pursuant to Section 83 of the Government of Wales Act 2006.

5. MANAGEMENT AND REVIEW

5.1 The APHA Head of Field Delivery Wales shall lead implementation, delivery, and performance of this SLA for field activities and lead Scientists for their respective areas. Day to day management of this agreement shall be through the APHA Relationship Manager responsible for Wales, working in liaison with WG officials. Management of the SLA and KPI Plans, including updates, will be co-ordinated through the APHA Relationship Manager responsible for Wales working with OCVO.

5.2 Where issues arise relating to GB activities, which are covered by a separate Service Level Agreement the relevant WG policy team shall liaise with Defra, and Scottish Government as appropriate. This agreement does not restrict separate or direct contact between APHA, and Defra on any policy, operational, and/or performance issues working through individual agreements between APHA, and other policy customers. Defra, and APHA shall liaise with WG on

any issues impacting on Wales taking into account any arrangements agreed through the current Concordat, on animal health and welfare matters.

5.3 This SLA, KPI Plans, and Surveillance “Contracts” will be reviewed annually to reflect any changes to the APHAs’ Priorities, and in discussion with WG on business requirements. This annual review will commence in October working through OCVO, and the APHA Relationship Manager responsible for Wales. WG business requirements shall be set out in the KPI Plan templates and agreed with the respective WG Policy lead. If necessary, in year reviews will be commissioned to cater for changes to WG business requirements and shall be subject to the procedures as set out in Section 21 of this agreement.

6. PRINCIPLES BEHIND THE SLA

6.1 WG, and APHA shall work in partnership based on a common understanding of WG’s objectives, outcomes and priorities while taking account of the core purpose, service delivery needs and resources of APHA.

6.2 The partnership shall seek continuous improvements in effectiveness, delivery standards and efficiency. To aid this, APHA should proactively engage with WG 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 (including bee) health, and welfare services to the WG. APHA shall play a key part in delivering the Wales Animal Health and Welfare Framework www.wales.gov.uk/ahwframework, and improvements in animal health and welfare across Great Britain, working to prevent, control, and eradicate exotic, and endemic notifiable diseases. Where WG require APHA evidence or advice in support of policy development, the mechanisms to achieve this are detailed in specific KPI Plans. APHA shall work to minimise the economic impact of animal, and bee disease, ensure high standards of welfare in farmed animals, and improve food safety. APHA shall focus on working with others to reduce animal (including bee) health, and welfare related risks;

(b) through the relevant Director, Head of Field Delivery Wales, or Lead Scientist, inform WG as soon as possible if there is an incident of any known or suspected non-compliance or failure to meet a statutory duty by a third party, which may have significant implications for public health or animal health and welfare in Wales;

(c) pursue opportunities for partnership working with WG 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), joint training, and 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 WG with copies of APHA literature produced in support of operational delivery. All advice, and guidance material issued by APHA for use in Wales to be in line with the agreed Advice and Guidance Strategy. Literature to be available bilingually, where appropriate, and in accordance with the Welsh Language Standards. When producing literature for use in Wales, APHA will, in liaison with the WG, routinely consider joint branding of the product using both the APHA and WG brand;
- (e) discuss, and agree with the WG controls for monitoring, and assuring quality, and delivery of services to ensure consistency in approach;
- (f) have regard for WG priorities, and work with the WG in supporting their strategic objective to secure lasting improvements in the Welsh agricultural sector;
- (g) gather evidence and information from operational staff and other delivery agents to inform performance and delivery discussions. APHA will communicate issues of immediate concern, in a timely way to WG policy teams, and otherwise through regular liaison meetings;
- (h) implement policies in ways designed to maximise the chances of the delivery of the outcomes required by policy customers;
- (i) when APHA resources constitute a constraint on activities, submit proposals, and initiatives to WG to discuss and agree on areas of prioritisation and change. Proposals will aim to maximise delivery within the available resource;
- (j) liaise, and work closely with other animal (including bee) health, and welfare delivery partners, agencies, and local, and regional stakeholders (including local authorities) on the implementation of relevant policies, and in gathering feedback, and intelligence. Where appropriate, to co-ordinate their activities to secure improvements in delivery, and enforcement. APHA will apply the principles of the Wales Animal Health and Welfare Framework, and contribute to delivery of its strategic outcomes;
- (k) report on performance against the agreed KPI at agreed intervals;
- (l) supply information, where it is able to do so, to WG to meet obligations, for directly retained EU regulations. This will cover all requests for information where APHA have a commitment/EU obligation as identified within a specific Policy Requirement Plan;
- (m) respond positively to international requests for UK assistance passed on by the CVO (UK). Any implications for the delivery of services will be discussed with WG as appropriate;

- (n) lead on the organisation, and logistics as 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 WG, and discussions on charging 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 WG requirements), would need to be discussed, and agreed. WG may be required to meet such additional costs;
- (o) ensure APHA staff, and those who work on its behalf, including its contractors, are adequately trained, and retrained to deliver the requirements under this agreement. This includes an audit of this training, and skills programme;
- (p) 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);
- (q) ensure that APHA Business Continuity Plans are in place to 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;
- (r) respect the confidentiality of information received from WG on any policy developments, or proposals in relation to its delivery functions, and will not divulge such information to others outside APHA unless with specific clearance from policy sponsors;
- (s) update its operational procedures to reflect policy changes in a timely manner, actively provide advice and guidance to end users (Animal Keepers, Bee keepers, Plant Operators and Food Business Operators);
- (t) provide clear transparent financial evidence, and reports to WG showing it has fulfilled, and discharged its obligations within this SLA. This will be achieved by APHA providing monthly, and quarterly updates to WG, including reporting year to date actual results, and providing a robust full year profiled financial forecast. Where appropriate explaining the reasons for requirements not being met to the agreed level. The individual outcome based KPI templates set this out in more detail. The final rolling quarterly report would therefore be the annual certificate;
- (u) share with WG APHA's priorities and APHA delivery requirements, which will inform the APHA 2025/26 Annual Report;
- (v) inform WG of any internal corporate operational changes that might impact on APHA's organisational structure;
- (w) inform WG of any implications of wider external emergencies outside of their control (such as a public health pandemic) that will impact on APHA resources and capability to meet their operational objectives;

- (x) deliver, in line with the Welsh Government Welsh Language Standards, services required to be provided bilingually when commissioned (i.e. outside of the SLA) by OCVO (e.g. literature, face-to-face services). In general, to support the Government of Wales Act (2006) duty to promote, and facilitate the use of the Welsh language,
- (y) to enable Welsh Ministers to perform their duties and obligations under the various AH&W and Official Feed and Food Controls (OFFC) legislation, endeavour to meet the performance measures set out in the KPI Plans, and where they are not met, provide an explanation of the reasons why this was;
- (z) provide support for amended concordat arrangements if necessary. Any additional work required to support work on the future delivery, and operational arrangements, will be separately commissioned and agreed;
- (aa) provide an out of hours 24/7 emergency service via a duty vet for Wales;
- (bb) 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.

7.2 The Welsh Government shall:

- (a) liaise as appropriate with APHA on any policy, veterinary, technical, or operational issues in relation to services in Wales, working through the Head of Field Delivery Wales and Relationship Manager responsible for Wales;
- (b) pursue opportunities for partnership working with APHA through the terms of this SLA, and any other 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;
- (c) ensure that policy outcomes, outputs, and associated required level of detail are adequately defined to allow APHA to draft 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 Welsh Ministers, for both farm animals, and companion animals working or residing on farm. Additionally, where the suitable senior representative as agreed by Welsh Government need to sign warrant cards for specific animal health, and welfare purposes, on behalf of Welsh Ministers, they 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, OCVO will arrange the 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 inform policy development and decisions and that the desired outcomes and method of delivery of each policy are discussed and agreed with APHA at an early stage prior to implementation;
- (g) inform APHA at the earliest possible stage of any potential developments arising through UK or international activities and policy developments or priorities that may have the potential to impact on its work, including emergencies, such as a public health pandemic;
- (h) discuss any required changes to the content of any agreed KPI Plan with respective APHA contacts at an early stage, to ensure that sufficient discussion, and lead in time is given before changes need be implemented. See Section 21 for arrangements for variations to this main agreement including variation to the Annex and 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 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 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. The cause may be a national animal disease outbreak, a public health pandemic or an incident at any WG office (including WG IT networks). Where APHA are based in a WG office, WG will have a Disaster Recovery Plan in place to provide suitable alternate premises;
- (l) inform the Director for Service Delivery without delay if there is any deficiency in the quality of the services provided by the Agency under this SLA;
- (m) where appropriate, afford APHA the opportunity to provide early input into discussions on any policy developments in Wales to ensure operational delivery of policies are achievable. Both parties will exchange strategic, policy, financial, 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; and
- (n) where appropriate, consult APHA on veterinary policy advice being developed by OCVO in relation to Wales.

8. ARRANGEMENTS FOR ENGAGEMENT AND REPORTING

- 8.1 The principal contacts within APHA for all issues relating to services in Wales are the relevant Director, The Head of Field Delivery Wales, the relevant Lead Scientist and Relationship Manager responsible for Wales unless otherwise notified to OCVO.
- 8.2 Arrangements for engagement, including discussion on performance, and delivery issues, shall follow the framework for meetings as agreed between OCVO and APHA. This includes:
 - (a) **monthly meetings** to be held focusing on operational, and financial information, with attendance to be agreed by CVO (Wales), Head of Field Delivery Wales and the Relationship Manager responsible for Wales.
 - (b) **quarterly meetings**, with attendance agreed by CVO (Wales), and the Director for Service Delivery. These meetings will concentrate on strategic corporate issues including updates from the relevant APHA Directors.
 - (c) **quarterly meetings** (scheduled as three review meetings per year), to be held focusing on Scientific Surveillance “contracts,” with attendance agreed by CVO (Wales), and APHA Science Director/Lead Scientists.
 - (d) **quarterly finance review meeting** to be held as 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 Welsh Ministers, and APHA shall be through the CVO (Wales) to the APHA Chief Executive Officer; this also extends to meetings with WG Ministers. Quarterly meetings will take place between the APHA Chief Executive Officer, Welsh Ministers, and the CVO Wales.
- 8.4 All scientific reports, and information requirements to be provided by APHA are specified in the separate individual supplementary documents, although APHA shall take account of any reasonable request made by WG 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 The WG (working through OCVO), will provide legal services for such policy direction in relation to operations in Wales. Any request for such advice from APHA shall come through the Relationship Manager responsible for Wales.
- 10.2 The principal contacts for all policy / operational issues, including specific national policy issues, will be the CVO (Wales) (and / or relevant WG policy or

veterinary delegated representatives) on behalf of WG, and the Relationship Manager responsible for Wales on behalf of the APHA. All requests for legal advice relating to operational and delivery matters will come through these central points of contact within APHA for all Welsh issues. The aim of this is to ensure consistency in approach.

- 10.3 The Head of Field Delivery Wales, the Lead Scientists, and the Relationship Manager responsible for Wales shall identify specific contacts within APHA to develop, and maintain relationships with Welsh policy, and veterinary leads.
- 10.4 As a general principle the Head of Field Delivery Wales will be the central point of contact for WG requests for field information.
- 10.5 Requests for science information should be directed to the Lead Scientist. In their absence, requests should be directed through the Relationship Manager responsible for Wales. This will assist the management of information and enable corporate added value to information originating from Welsh APHA offices.
- 10.6 Where the timeframe for specific requests for factual information cannot be achieved under paragraph 10.4 or for items of a minor nature, the WG may wish to make contact directly with individual APHA Offices in Wales;
- 10.7 APHA will monitor the number and scope of “exceptional information requests” from WG to determine the level of information requirements of its policy customers. Ad hoc requests for information outside of normal performance standard reporting may be charged for, following discussion, and agreement between both parties.
- 10.8 APHA, and WG will provide, as appropriate, witness statements, and any other relevant information (in accordance with the prevailing data protection legislation) to support any criminal investigations, or civil proceedings taken against anyone operating under delivery services covered by this SLA.

11. AUDITS

- 11.1 APHA, and the WG will advise each other of any audit missions, or findings relevant to Wales.
- 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, Wales Audit Office, or respective internal auditors. Both parties will co-operate in the planning, and implementation of their respective audit missions, where appropriate. 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 aim to continually satisfy WG in respect of all services offered.
- 12.2 APHA delivery services will 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 (United Kingdom Accreditation Service (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 9001:2008 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 by 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 the UK Reference Laboratory for a number of animal diseases and in the testing of official control samples.
- 12.6 All significant animal health diseases are covered by tests carried out under accreditation 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.
- 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 veterinary judgment, and an understanding of policy intent suggest an action, which departs from this advice and guidance would be appropriate. A decision to depart from Operations Manual procedures will usually only be taken with the

prior agreement of a Veterinary Lead (VL), or in the case of Bees, then Scientific Adviser (SA). However, on all occasions the VL/SA 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. In the lead up to or during a disease emergency, it is acknowledged that the CVO (Wales) may need to issue letters of comfort, new or revised instructions to APHA for immediate action via a medium other than that agreed in paragraph 12.10. These changes will be formalised into the appropriate documentation, as soon as practical to maintain the relevant audit trail. See paragraph 7.1 (t) regarding update of these guidance procedures.

12.11 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 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.

12.12 WG 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 22 will be used to resolve any continuing disputes.

12.13 The Director for Service Delivery and or the Head of Field Delivery, Wales, shall inform WG immediately when there is any actual or anticipated failure by APHA to maintain any service covered by this SLA where this generates a specific risk or to non-compliance with statutory obligations and may:

- have significant implications for public health, animal health or welfare, bee health or species conservation;
- put Wales, or the wider 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 WG and APHA.

12.14 APHA will also inform the WG of the action it will take to mitigate any such anticipated failure.

13. REPORTS ON EXOTIC NOTIFIABLE ANIMAL DISEASE (see also section 19)

13.1 APHA shall ensure that the WG is immediately notified (by NDI1), of all reported, and suspect cases of exotic notifiable animal disease. An APHA Veterinary Officer, or Lead must also inform the CVO (Wales), or a nominated representative, at the same time as the report case is reported from the premises to VENDU. The CVO (Wales) or a nominated representative will be

phoned or e-mailed at the start of and throughout the investigation into the case by APHA, and information confirmed in the NDI1 by VENDU.

- 13.2 If scientific work is carried out to provide the services specified in the individual agreements listed at 4.1d 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 Standard Operating Procedure or Desk Instruction. These instructions shall include informing WG. 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 WG.
- 13.3 Where applicable, WG shall ensure that the requisite legal powers are in place to enable the services specified under this Agreement to proceed.
- 13.4 In the event of a notifiable disease event, APHA actions shall follow the Welsh Government Contingency Plan for Exotic Animal Diseases. Information detailed at Appendix A to this agreement will be required by the WG 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 WG will communicate the budget allocation prior to the start of the financial year. Identified pressures or opportunities will be discussed by WG and APHA to agree the budget profile. APHA will provide the budget profile based on the agreed allocation.
- 14.2 The KPI, and Delivery Plan for each individual policy area covered by this agreement will show the high-level activities that the WG, and APHA have agreed should be delivered along with key outcomes and reporting needs. Following each Monthly Performance Meeting with WG, APHA will invoice the WG, monthly in arrears, for the activities, and services delivered in the preceding month, against each policy area, with the exception of;
 - 14.2.1 Bee work will be invoiced at three points in the year covering the periods April-July; August-December and January-March.
 - 14.2.2 Contract L, and some specific TB projects will be invoiced quarterly in arrears in line with submission timelines.
 - 14.2.3 Core recharges will be invoiced quarterly in arrears.

- 14.3 In advance of invoicing, APHA will provide, on working day 16 of the new month, additional documentation to support the invoice, this includes, the Customer Board Report, which also forms the invoice backing schedule. This will describe actual spend against budget YTD, and forecast spend for the full financial year against full year budget. Time Recording Reports for Field activities, split by

Business Classification Framework (BCF), and Field projects, monthly field reports, and agreed Management Information.

- 14.4 Both parties will review this information, which will be presented and discussed at the monthly meeting. The monthly 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.
- 14.5 The WG may wish to change the agreed existing activities, cease some activities altogether or introduce new activities within the year. If activity increases or new work is required this will be invoiced for, and additional funding will have to be provided, unless it can be offset from the reduction of other activities. If 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 21). Activities added in this way would then be invoiced to the WG with the standard invoice. Where WG 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 to purchase more activity elsewhere, and/or cessation of charges to WG for the rest of the year for the activity no longer required (notwithstanding the provisions of paragraph 14.6). Any in-year changes to the budget allocation by project, or Business Classification Framework (BCF) will have to be formerly agreed by APHA, and WG. A Variation Notice will document the agreed changes, and be signed off by both parties, as part of the change control process.
- 14.6 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 the WG, and APHA. If necessary, any dispute here would be dealt with under the provisions of Section 22.
- 14.7 Charges for new and changed activity for inclusion in the SLA will be provided in a funding document to the appropriate WG policy lead. All initial charges will be based on full cost recovery with any additional activities charged at marginal cost. If funding above the Defra/APHA Spending Review (SR) is found after the commencement of the year the charge will not include a core element, as this will be recovered through the existing activity. This will specifically exclude work completed under Emergency situations, which will be dealt with under Section 19.
- 14.8 Initial budgets are based on the review of historical activity and known future demands required by each policy area within the WG. These include an element of the “fixed costs” charged to APHA and are based upon delivery of these activities. Additionally, the budget for bee work will include an element of cost relating to diagnostics via Fera Science Ltd under the Specialist Science and Contingency Services (SSCS) contract made between Defra, and Fera Science Ltd. Further information on the apportionment of cost is set out at Appendix C.

Should APHA be unable to deliver the required activities, 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 policy teams choose to direct budget elsewhere, subject to agreement. This recovery for additional work may be either through an amendment to routine invoices, or through a separate invoice to the WG.

- 14.9 APHA and the WG 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.
- 14.10 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 as soon as practically possible.
- 14.11 If an activity currently within the scope of this SLA becomes chargeable to a commercial customer or industry (i.e. items covered by the charging project), where applicable, and permitted under legislation, charges to industry will be invoiced, and kept by APHA, and will be offset against costs charged to under this SLA.
- 14.12 APHA, and the WG are required to ensure 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 efficiency identified should be effectively managed across the agencies.
- 14.13 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 WG in the normal way. VAT is outside the Spending Review limits (i.e. not included within quoted prices).
- 14.14 WG will agree to set up the required purchase orders, based upon the individual KPI Plans and Science Surveillance Contracts to enable APHA invoices to be processed. WG will provide details of this purchase order to APHA within 6 working weeks of the budget being agreed, to ensure that APHA invoices will have the relevant information on which to be processed. Invoices for the WG will be sent within 10 working days of the Monthly Performance meeting.
- 14.15 Payment should be made within 30 days of receipt of a correctly presented final invoice, and agreed supporting data, unless a query, relating to the invoice and/or delivery, is raised by the WG.
- 14.16 In the event of a query with any invoice submitted, WG should contact Defra Group Finance Business Intelligence, Management Accounts, and Systems (BIMAS) Team in the first instance, copying in the Relationship Manager responsible for Wales.

14.17 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, 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 As a general principle, requests for field information should be directed to the Head of Field Delivery Wales, all other requests to the Relationship Manager responsible for Wales. This will assist the management of information and enable corporate added value to information originating from Welsh APHA offices.

15.4 Where the timeframe for specific requests for factual information cannot be achieved or for items of a minor nature, WG may make contact directly with individual APHA Offices; WG will retrospectively inform the Head of Field Delivery Wales of all requests made, and information received.

15.5 APHA and WG will provide, as appropriate, witness statements, and any other relevant information (in accordance with the prevailing data protection legislation) to support any criminal investigations, or civil proceedings taken against anyone operating under delivery services covered by this SLA.

15.6 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 (FOIA 2000, EIR 2004, Data Protection Act 2018) and the UK GDPR. In general, identifying information about a requestor should not be shared by one party with the other, without consent of that requestor. Where a request relates to the matters covered in this Agreement, as far as possible, the parties will invite comment from the other on the application of any exemptions or exceptions and any other handling issues if applicable. It is recognised that the parties may properly come to different decisions on the release or withholding of information or regimes used. APHA will provide WG with quarterly statistical information on FOI and EIR requests received and if required, on an ad hoc basis.

Contact details for the teams are:

APHA enquiries@apha.gov.uk for the attention of the Leading Case Adviser.

- 15.7 All WG and Senedd Questions, Ministers' Correspondence, and "Treat Officially" correspondence requests (relating to operational, and delivery issues) should be referred initially to the Corporate Correspondence APHA mailbox for the information of Executive Support, and Correspondence Management Team. There may be exception cases where the timetable does not allow for this, and in such cases the Welsh Government reserves the right to refer their query direct to the Head of Field Delivery Wales. 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 are required to report quarterly on all such correspondence where responses are provided by them. A copy of the response will be sent to OCVO for information, as it is relevant to WG policy. The National Assembly for Wales has a 3 days return for First Minister Questions and 5 days for Cabinet Members, so APHA should aim to provide at least an initial response within 24 hours of a request by WG. Further information may need to follow to WG as it becomes available.
- 15.8 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 WG (excluding that coming from the OCVO), an Assembly Member or Member of Parliament, will be referred to the OCVO who will co-ordinate a response. The WG 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. 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.
- 15.9 Corporate communications for APHA are delivered through the Defra Group Communications team. Day to day media handling, and/or publicity in respect of any of the services covered by this SLA is the responsibility of each respective organisation. But both parties will liaise and exchange information on issuing of all media, and other communications relating to Wales. This includes press releases, interviews, and publications, ensuring the effective co-ordination, and discharge of their respective responsibilities.
- 15.10 In the event of an exotic disease outbreak, WG will lead on developing, and implementing a media engagement strategy. WG Departmental Head of Strategic Communications will, depending on the circumstances, provide necessary local assistance. An APHA approved corporate spokesperson will be responsible for briefing the media at the Central Disease Control Centre CDCC, under the direction of the WG press office. Both parties will, at the request of either party, provide trained staff to support the media engagement role.

- 15.11 Responsibility for communicating changes to animal health and welfare policy, including bee health are primarily the responsibility of the WG. APHA will support in developing, and delivering communication strategies, as appropriate, working through the Defra Group Communications team.
- 15.12 Both parties will seek to co-ordinate target audience research, including customer insight, and stakeholder analysis, and to share research findings.
- 15.13 Both parties shall allow access to their respective image libraries.
- 15.14 WG will be responsible for handling complaints relating principally, or exclusively to the development of policy, interpretation of legislation, and other matters not related to standards of service in Wales. Complaints about standards of service will be handled in accordance with the processes outlined in the APHA Customer Service Standards booklet. If any complaint needs to be escalated to APHA Corporate Services, WG will be advised of the outcome.
- 15.15 A separate Data Sharing Agreement is attached to this agreement for signature. 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.
- 15.16 Foreground intellectual property rights (IPR) are unlikely to be generated from the work being carried out under scientific laboratory services listed at paragraph 4(d) of this Agreement.
- 15.17 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.
- 15.18 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.
- 15.19 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.
- 15.20 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

16.1 APHA will liaise with WG at the initial stage in the development of any APHA proposals for changes to office (or other premises) locations or refurbishments in Wales or those outside Wales that may impact on Wales. Both parties will liaise closely over emergency, and longer-term accommodation requirements.

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.

18. STAKEHOLDER MANAGEMENT

18.1 Day-to-day stakeholder management will remain the individual responsibility of each party. Stakeholder engagement in respect of services being delivered under this SLA will be through the Head of Field Delivery Wales or Relationship Manager responsible for Wales working in liaison with APHA Corporate centre as appropriate.

18.2 In determining their respective service goals, and objectives, both parties shall take account of the many interest groups, individuals, and organisations that constitute their customers, operational partners, and stakeholders.

18.3 Both parties should aim for consistency in approach, and quality of service in all stakeholder interests.

19. EMERGENCY PREPAREDNESS AND CONTINGENCY PLANNING (see also section 13)

19.1 WG and APHA will co-operate to ensure that appropriate animal, and bee disease/pest preparedness is in place. The WG will lead in the production of the Welsh Government Contingency Plan for Exotic Animal Diseases, 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 WG contingency plan complements the plans for England and Scotland and is fully compatible with the UK Contingency Plan for Exotic Notifiable Diseases of Animals.

19.2 APHA will liaise with other elements of the emergency planning infrastructure, e.g. Local Resilience Fora, and shall maintain a GB and Northern Ireland programme of local and regional exercises. Where these exercises impact on Wales, they shall be developed in consultation with and participation of the WG. APHA will liaise with local delivery partners and stakeholders in the planning, and delivery.

Responding to Exotic Disease Outbreaks.

- 19.3 In the event of an outbreak of exotic notifiable animal disease in Wales, the WG will co-ordinate the response, which may require the setting up of an Emergency Team (e.g., ECCW (Emergency Co-ordination Centre Wales), or WERT (Wales Emergency Response Team)). APHA and WG outbreak leaders will work in parallel to ensure clear direction for the response, with regular touchpoints to reinforce the key messages and actions. These regular touchpoints will allow two-way communication, and discussion on key areas, and resolution of issues. Meetings can be conducted virtually, or where physical presence is required, the WG may appoint policy advisers to be embedded in the Central Control Disease Centre (CCDC's). APHA may also wish to embed a senior leader in the WG emergency response structure. The embedded policy adviser, and APHA senior leader will provide advice to the CVO (Wales) and Outbreak Director Wales to inform disease control policy. This will be flexible based on outbreak picture and demands.
- 19.4 Strategic decisions will be considered at the Animal Disease Policy Group, at which the WG 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 WG, other policy 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 WG policy issued to the CDCCs in Wales will first be agreed in draft with the WG prior to being issued by the NDCC.
- 19.6 APHA will be responsible for supplying staff to augment CDCCs during disease emergencies and for calling on assistance from the WG, and other Government Departments for additional staff to undertake administrative, and field tasks. The WG has the responsibility to support APHA in its role.
- 19.7 APHA retains the right to redeploy its staff, and laboratory capacity in Wales to support exotic animal disease outbreaks elsewhere in GB. APHA will have regard to the need to maintain business as usual activities, and a state of readiness in Wales, and will consult with, and agree proposals with CVO (Wales). 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 WG has published its Contingency Plans for dealing with an outbreak of exotic notifiable animal disease, which can be found at:
<https://beta.gov.wales/exotic-animal-diseases-contingency-plan>

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 GB, UK, or other emergency, APHA resources are diverted away from the delivery of the activities in the SLA, APHA shall follow the Principles for Outbreak Management current at the time. In addition, APHA may seek to suspend the activity-based SLA and re-evaluate to recover such costs made unrecoverable as a result of the outbreak. The situation to be reviewed on a regular basis by APHA's policy customers.
- 19.11 Where additional costs are incurred as a result of the outbreak/emergency (over and above the value of the combined policy SLA's) these shall be charged to WG based upon the overtime and T&S hours recorded (for internal costs) within Wales 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 WG 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 should be recorded, and communicated to WG in writing, highlighting any impact on likely outputs and timescales for the work i.e. an agreement to divert from BAU for the required/necessary duration.
- 19.14 In the event of an outbreak of exotic animal disease, WG, 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 relevant Governance boards.
- 19.15 Agreement on funding in emergency situations to be documented in the Principles for Outbreaks Management paper (to be agreed).

20. The Welsh Language

- 20.1 APHA will have due regard to the provisions of the Welsh Language (Wales) Measure 2011 ("the 2011 Measure") which makes provision for the specification of standards of conduct in relation to the Welsh language ("standards"). Section 26 of the 2011 Measure enables the Welsh Ministers to specify standards, and section 39 enables them to provide that a standard is specifically applicable to a person by authorising the Welsh Language Commissioner ("the Commissioner") to give a notice to that person requiring compliance with the standard (a "compliance notice").
- 20.2 The Welsh Language Standards (No. 1) Regulations 2015 ("the 2015 Regulations") specify standards in relation to the conduct of the Welsh

Ministers, county and county borough councils and National Park authorities and the Commissioner has issued a compliance notice to the Welsh Ministers. The compliance notice, which may be amended by the Commissioner, sets out which standards and by when the Welsh Ministers have to comply with. The 2015 Regulations provide that, unless the compliance notice provides to the contrary, the standards that apply to an activity or service provided by Welsh Ministers apply to the activity or service undertaken by a body on the Welsh Ministers behalf. Further details of the Welsh Language Standards Regulations can be found at:

<http://gov.wales/about/welshlanguagestandards/?lang=en>

For activities or services provided outside the scope of that which is undertaken on the Welsh Ministers behalf APHA has committed to delivering in accordance with its own Welsh Language Scheme, which can be found on the APHA's GOV.UK pages

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about/welsh-language-scheme>

21. VARIATION TO THE SLA

- 21.1 Either party may seek variations to this SLA working through the managers of the SLA (WG OCVO and APHA Relationship Manager responsible for Wales). Requests must be submitted in writing, with a full statement of the requirement, using the appropriate change request documentation.
- 21.2 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.
- 21.3 Any proposals on how to implement the variation will need to be considered, and agreed by both parties and no work will be undertaken until agreement is reached by both 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, but APHA retains the right to decline a request.
- 21.4 Should WG wish to increase expected volumes of activities described in the SLA, or as a result of policy changes, increased incidents are generated, which causes an increase in demand and/or resource, then as confirmed in section 14, additional funding will have to be provided. If no additional funding is available these changes can only be accommodated by reducing the scope of, or stopping altogether, work already agreed in the baseline KPI Plan, with consideration being given to potential areas of underspend that APHA become

aware of. If additional funding is available, then additional or changed activities may be added to the SLA as a variation to the relevant KPI Plan. Related activity would then be invoiced to WG at the agreed prices together with the standard monthly invoice.

- 21.5 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 Annex 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.
- 21.6 Any mutually agreed “minor” in-year changes or amendments shall be dealt with through normal means of communication with the Relationship Manager responsible for Wales who will co-ordinate discussions between interested parties for agreement.
- 21.7 APHA, and WG will implement any agreed delivery, and/or operational changes covered by the SLA at the earliest opportunity, working through the appropriate channels.
- 21.8 On receipt of any request for variation, the APHA shall provide an estimate of the cost of providing the additional or changed services. The APHA shall also provide an assessment of the timeline for implementing the additions or changes and will highlight the impact on the delivery of other services of any shift of resources needed to meet these additions or changes.

22. ESCALATION AND DISPUTES

- 22.1 Where there is a difference of opinion between the WG, 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 arise which cannot be resolved should be escalate via the routes shown in the table below.

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

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

23. SIGNATORIES TO THE SLA



Signed:

Name: Nicola Hirst

Status: Service Delivery Director

Date: 27/08/2025

For and on behalf of APHA.

Signed³: R. Irvine

Name: Richard Irvine

Status: CVO Wales

Date: 11/08/2025

For and on behalf of the Welsh Government

³ Welsh Government Email confirmation of CVO sign-off.

Data processing agreement (joint controllers) UK (GDPR).

PARTIES

1. Welsh Government (WG)
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 Welsh Government and APHA 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 Welsh Government and APHA 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 2025.
- 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); (ii) the **UK GDPR**; (iii) 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 Welsh Government and APHA under clause 4 of this Agreement.

- 1.1.8 **Data 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 Welsh Government and APHA to this Agreement are established.
- 1.1.10 **Term:** 1 April 2025 to 31 March 2026.
- 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 Welsh Government and APHA shall adhere to, and the responsibilities they owe to each other. The Welsh Government and APHA 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 (including bees), and Animal Welfare work as these are the original collection purposes.
- 2.3 The Welsh Government and APHA 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 (including bees), and Animal Welfare work as these are the original collection purposes.
- 2.4 The Welsh Government and APHA 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 Welsh Government: DAHB@gov.wales

2.5.2 Data Protection Manager:
Email: data.protection@defra.gov.uk

3. Personal Data

- 3.1 The following types of Personal Data will be processed by the Welsh Government and APHA 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 Welsh Government and APHA.
- 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 Welsh Government and APHA.
- 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 The Welsh Government and APHA shall ensure that it processes the Personal Data fairly and lawfully in accordance with Article 6 of **UK GDPR**, and clause 4.2 during the Term of this agreement.
- 4.2 The Welsh Government and APHA 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 The Welsh Government and APHA 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.

Data subjects' rights

- 4.6 The Welsh Government and APHA 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.
- 4.7 In respect of the personal data under joint control, the Welsh Government and APHA shall notify each other as soon as reasonably practicable after becoming aware if they:
 - 4.7.1 receive a Data Subject Access Request (or purported Data Subject Access Request);
 - 4.7.2 receive a request to rectify, block, or erase any Personal Data;
 - 4.7.3 receive any other request, complaint or communication relating to the Welsh Government or APHA'S obligations under the Data Protection Legislation;
- 4.8 receive any communication from the Information Commissioner, or any other regulatory authority in connection with Personal Data processed under this Agreement
 - 4.8.1 receives a request from any third Party for disclosure of Personal Data, where compliance with such request is required, or purported to be required by Law;
 - 4.8.2 or becomes aware of a Data Loss Event.
- 4.9 In the event the data subject requests further information from either the Welsh Government and APHA about how their personal data is being processed, the recipient party shall notify the other party, and seek to agree on the content of the response to the data subject.
- 4.10 The Welsh Government and APHA obligations to notify under clause 5.2 and 5.3 shall include the provision of further information in phases, as details become available
- 4.11 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for the Welsh Government and APHA are detailed in clause 2.5.

5. Data retention and deletion

- 5.1 The Welsh Government and APHA shall not retain, or process Personal Data for longer than is necessary to carry out the Agreed Purposes.

5.2 Notwithstanding clause 6.1, the Welsh Government and APHA shall continue to retain Personal Data in accordance with any statutory retention periods applicable in their respective countries.

6. Transfers

6.1 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:

- 6.1.1 subcontracting the processing of Personal Data;
- 6.1.2 granting a third-party controller access to the Personal Data.

6.2 If APHA appoints a processor to process the Personal Data, it shall comply with Article 28 and Article 30 of the **UK GDPR** and will require the processor to comply with the agreed standards set out in this agreement.

6.3 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 the prior agreement of the Welsh Government.

7. Security and training

8.1 The Welsh Government and APHA undertake to have in place throughout the Term, appropriate technical, and organisational security measures to:

- 7.1.1 prevent:
 - 7.1.1.1 unauthorised or unlawful processing of the Personal Data;
 - 7.1.1.2 and the accidental loss or destruction of, or damage to, the Personal Data;
- 7.1.2 ensure a level of security appropriate to Official / Official Sensitive classification:
 - 7.1.2.1 the harm that might result from such unauthorised, or unlawful processing, or accidental loss, destruction, or damage; and
 - 7.1.2.2 the nature of the Personal Data to be protected.

7.2 The level of technical, and organisational measures agreed by the Welsh Government and APHA 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 Welsh Government and APHA shall keep such security measures under review, and shall carry out such updates, as they agree are appropriate throughout the Term.

- 7.3 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 set out in Schedule 6.
- 7.4 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.

8. Personal data breaches and reporting procedures

- 8.1 The Welsh Government and APHA 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 without undue delay of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority, or data subject(s).
- 8.2 The Welsh Government and APHA 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.

9. Review and termination of agreement

- 9.1 The Welsh Government and APHA 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. The Welsh Government and APHA shall continue, amend, or terminate the Agreement depending on the outcome of this review.
- 9.2 The review of the effectiveness of the data processing initiative will involve:
 - 9.2.1 assessing whether the purposes for which the Personal Data is being processed are still the ones listed in clause 2 of this Agreement;
 - 9.2.2 assessing whether the Personal Data is still as listed in clause 3 of this Agreement;
 - 9.2.3 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.
- 9.3 The Welsh Government and APHA reserves its rights to inspect each other'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.

10. Resolution of disputes with data subjects or the Supervisory Authority

- 10.1 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 Welsh Government and APHA will inform each other about any such disputes, or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 10.2 The Welsh Government and APHA 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 Welsh Government and APHA may elect to do so remotely (such as by telephone or other electronic means). The Welsh Government and APHA also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 10.3 The Welsh Government and APHA shall abide by a decision of a competent court in England and Wales, or of that Supervisory Authority.

11. Warranties

- 11.1 The Welsh Government and APHA warrants and undertakes that it will:
 - 11.1.1 Process the Personal Data, which it processes in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments that apply to its personal data processing operations.
 - 11.1.2 Make available on request to the data subjects who are third party beneficiaries a copy of this Agreement unless the Clause contains confidential information.
 - 11.1.3 Respond within 72 hours in the event of a breach, and, unless exceptional circumstances apply, respond to requests made by the data subject (excluding subject access requests) within 1 calendar month, and to enquiries from the relevant Supervisory Authority in relation to the Personal Data.
 - 11.1.4 Respond to Subject Access Requests in accordance with the Data Protection Legislation.
 - 11.1.5 Take all appropriate steps to ensure compliance with the security measures set out in clause 8 above.
- 11.2 The Welsh Government warrants, and undertakes that it is entitled to share the Personal Data it holds, listed in clause 3, with APHA for the purposes of the SLA, and it will ensure that the Personal Data are accurate.
- 11.3 APHA warrants, and undertakes that it will not disclose, or transfer Personal Data outside the EEA without prior agreement between the parties, and in compliance with Data Protection Legislation.

11.4 Except as expressly stated in this Agreement, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

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 Welsh 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
Lawful basis for processing of personal data [and of special categories of personal data] (Article[s] 6, 9 and 10)	<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 basis under Article 6 of the UK GDPR.</p> <p>For the purposes of this agreement the data will largely be processed under Articles 6 (c and e) of the UK GDPR:</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>	E.g. Each party will be responsible for ensuring they only process personal data for the agreed purpose.
Purposes for which personal data may be collected (Article 5(1)(b))	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	
Data minimisation (Article 5(1)(c))	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.	

Data accuracy (Article 5(1)(d))	Each party will be responsible for ensuring the data in relation to this SLA is accurate and kept up to date (this being a two-way responsibility with the data subject).	
Data storage limitation (Article 5(1)(e))	Each party will be responsible for ensuring the data in relation to this SLA is retained in line with that party's retention policy.	
Integrity and confidentiality (Article 5(1)(f))	Each party will ensure that appropriate technical and organisational measures are in place to ensure the integrity and confidentiality of the data relating 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 A: 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 suspect or confirmed cases of notifiable and reportable diseases;
- Prompt provision of test results to the CVO Wales in respect of samples taken as part of a suspect animal disease investigation, with appropriate explanation as required;
- Copies of restriction notices served/lifted relating to notifiable diseases;
- 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 Welsh policy colleagues, political implications for Welsh Ministers, or cases likely to generate significant media interest; and
- Notification where APHA become aware of any cases where non notifiable diseases may be causing significant mortality/morbidity.

APPENDIX B: The Agency Arrangements

The attached document sets out the Agency Arrangements made under Section 83 of the Government of Wales Act 2006.

Agency Arrangement Date	Title	Attachment
31 October 2014	The Approval of Veterinary Surgeons As Official Veterinarians, The Approval of Veterinary Surgeons for the Purposes of Tuberculosis Controls, and the Appointment of Veterinary Inspectors During Disease Outbreaks.	 OCVO - TB - Section 83 Arrangement - OV

APPENDIX C: Calculation methodology used to determine the WG component of diagnostic cost under the SSCS between Defra and FERA Science Ltd

Under the SSCS there are 3 elements of cost:

1. Facilities (Lab and Apiary)
2. Cross cutting staff (staff who work on England and Welsh work)
3. Core Staff which currently represents 2.6 FTE which is subdivided
 - a. Diagnostic element
 - b. Capability element

In determining the appropriate metric for cost apportionment 2 drivers have been identified:

1. The % of samples received (split England/Wales).
2. The % of FTE inspectors (split England /Wales).

The methodology will use the following calculation method:

Element	Calculation method
Facilities	WG will be charged based on the % of Welsh bee inspectors.
Cross Cutting Staff	WG will be charged based on the % of Welsh bee inspectors.
Core Staff (Diagnostics)	WG will be charged based on the % of Welsh samples received.
Core Staff (Capability)	WG will be charged based on the % of Welsh bee inspectors.

Therefore, the total Welsh element for bee health work undertaken by Fera Science Ltd will be:

Facilities + Cross Cutting + Core Diagnostics + Core Capability.

The actual value will be set out in a paper at the point the invoice is raised.

PART 2

Wales Key Performance Indicator and Delivery Plans 2025/26

Annex number	Subject
1	ABP
2	Animal ID and Gatherings
3	Disease Mitigation and Control (Reportable Disease and other Zoonoses)
4	Egg marketing
5	Exotics (includes Contingency Planning)
6	International Trade (Border Controls) (includes Imports, Exports and ABC)
7	Poultry Meat Marketing
8	TB (covers all Wales TB delivery)
9	TSE
10	Welfare
11	WLRS
12	Bee Health