

orig. in centr.  
archive

## Framework Agreement for Calamity Support

*Between CoVetLab partners and including IAH-Pirbright.*

*June 2010*

This document describes the Framework Agreement entered into between members of the CoVetLab group of laboratories and including the IAH-Pirbright to provide mutual support services regarding the diagnosis of notifiable animal diseases.

### **1. Subject**

CoVetLab partners and the Pirbright-IAH (see appendix 1), in their capacity as National Reference Laboratories (NRLs), have worked out a "Framework Agreement for calamity support" for taking over diagnostic laboratory investigations dealing with notifiable animal diseases: the detection of agents or antibodies in sample material that has been sent to the laboratory and that has to be investigated for the presence of one or more of the animal diseases listed under point 6.

### **2. Situation**

All six NRLs, together forming a diagnostic network, normally perform laboratory tests on materials sent to them when notifiable animal diseases are suspected. This service is carried out at the request of their national government.

In general, such diagnostic tests need to be carried out quickly. If, due to unseen circumstances, the signatory (client) is not able to carry out this service for their government (or to do it quickly enough), this Framework Agreement can become activated. In that case, any signatory may ask for the help of any of the other signatory/ laboratories as a "service provider". The service provider carries out the relevant laboratory investigations and reports back promptly to the "client" laboratory according to the principles outlined in this agreement.

If a service provider is called upon by a client to provide the services described within this Framework Agreement, a contract between provider and client for the provision of the services will be drawn up and agreed, based on the principles of this Framework Agreement. Actual details of the services to be provided, e.g. specific details of assays, result formats and testing capacity on offer as well as the cost of tests and other technical details will be detailed in the contract between the two parties which will be entered into at the time of signature.

Notwithstanding this, the parties to this Framework Agreement will undertake to establish services and activities in accordance with the principles described in this document and subsequent appendices.

### **3. Aim**

This Framework Agreement for calamity support aims:

- (a) To set up a network in which parties can ask each other for assistance in case of a calamity related to their performances as National Reference Laboratory (NRL).
- (b) A service provider should provide examples of the conditions under which it is willing to give such assistance.
- (c) A client will undertake to abide by the principles outlined with respect to dealing with a service provider, e.g. regarding preparation and submission of samples, etc.

- 4. Commencement**

This Framework Agreement will come into effect once signed by two or more parties.
- 5. Calamity**

Any circumstances will be considered a Calamity under this Framework Agreement if and when it disables a party's capacity to perform its tasks as a National Reference Laboratory.

A service provider requested to give service as outlined in this Framework Agreement will endeavour to honour requests from other parties. However, a service provider does not have to honour a request if and when it can demonstrate force majeure on their part e.g. have no capacity to spare because of an outbreak of a notifiable disease in the country of the service provider or because of other unforeseen tasks for their national government. In such a situation of force majeure the service provider warns the client to use another of the signatories to this agreement (appendix 1).
- 6. Samples for diagnostic testing.**

The biological samples submitted for testing for suspected notifiable animal diseases will be tested for the presence of agents or antibodies, or other diagnostic markers, to be defined at the time of entering into a contract.
- 7. Diagnostics**

Examples of the approximate diagnostic capacities for the various diagnostic tests at the laboratories offering to act as "service providers" will be made available by each partner. The service provider will provide the client with all relevant SOPs of diagnostic test methodologies on request.

The service provider, working under their quality assurance system, national regulations and according to the OIE guidelines, cannot accept responsibility for the consequences of the diagnostic results, unless there is gross negligence on the part of the service provider.
- 8. Costs**

The organisation and financing of the shipment and clearance of the samples is the responsibility of the client. The service provider invoices the costs of implementation and of reporting the diagnostic tests and storage of the samples to the client according to their authorized price list, or alternatively, according to an agreement made separately as part of a contract entered into by the parties at the time. To prevent financial risk for the service provider because of currency exchange effects, the client will pay the service provider in the currency of the service provider.
- 9. Management of samples**

With the agreement of the client, after the laboratory has completed its diagnostics and the agreed period of storage has come to an end, the service provider is entitled to destroy the samples or, to return them to the client at the client's cost, or, alternatively, to render them anonymous so that they can be used for research purposes in such a way that the results cannot be traced back to

the origin of the samples. This will be specified in the contract between client and service provider.

**10. Rights to results**

- (a) Any and all information, data, results generated as a result of the performance of this agreement will become the property of the requesting party (client).
- (b) The service provider may ask the client for permission to use the results for scientific purposes under the condition that the results or its use thereof can not be traced to an individual person, organisation, location.

**11. Confidentiality in reporting of results**

- (a) Results will be considered as confidential information of the client. The service provider will treat this information as such.
- (b) Reporting of positive results: The client has to report positive results in a manner conforming to agreements made with their national government and EC rules.

**12. Liability**

A service provider will not be liable for any damages of the client which are the result of the performance of tests carried out under this Framework Agreement unless such damages can be shown to have been caused by the wilful act or gross negligence of the service providing party.

**13. Indemnification**

The client will ensure that the service provider is protected from any and all claims of third parties related to the performance of this Framework Agreement unless such damages can be shown to have been caused by the wilful act or gross negligence of the aiding party.

**14. Exceptions**

Exceptions, if needed, will be specified in the contract between client and service provider at the time of service provision.


**15. Disputes settlement**

Parties shall endeavour to settle disputes amicably. If the parties concerned can not reach a settlement the dispute will be settled exclusively by arbitration in accordance with the Rules of Arbitration of the ICC as then in force. The place of arbitration shall be Brussels and the language shall be English.

**16. Duration and termination**

This Framework Agreement is valid for a period of one year, starting on the date on which it is signed by the two or more parties. The Framework Agreement will automatically be extended for one year with a limit of two renewals. Each year suggestions for amendments or for the termination of the Framework agreement may be presented at least two months before changes are to be introduced or two months before the required date of termination.

**Signatures**

For ANSES	AGENCE NATIONALE DE SÉCURITÉ SANITAIRE Alimentation, environnement, travail 27-31, av. du Général Leclerc 94701 MAISONS ALFORT CEDEX République Française
Signed:	
Date:	19 JUL. 2010
Name:	Le Directeur Général
Position:	Marc MORTUREUX

For SVA	
Signed:	_____
Date:	_____
Name:	_____
Position:	_____

For DTU	
Signed:	_____
Date:	_____
Name:	_____
Position:	_____



## Signatures

**For ANSES**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**For SVA**


Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**For DTU**

Signed: 

Date: 12 July 2010

Name: Kristian Møller

Position: Director

For CVI

Signed: AMM Vanni

Date: 18-08-2010

Name: Dr. A.T.J. Bianchi

Position: director

For VLA

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For IAH

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_



For CVI

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For VLA

Signed: Chris Thorns

Date: 19/07/10

Name: CHRIS THORNS

Position: SCIENCE DIRECTOR

For IAH

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For CVI

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For VLA

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For IAH

Signed:  \_\_\_\_\_

Date: 22/3/2010

Name: R SHAW

Position: Director of Operations  
and Company Secretary

## **Appendix 1.**

Potential parties\* in the role of service provider or client:

**1. l'Agence nationale de sécurité sanitaire de l'alimentation, de l'environnement et du travail (ANSES).**  
27-31 avenue e Général Leclerc  
BP19-94701 Maisons-Alfort Cedex  
France

**2. Statens Veterinärmedicinska Anstalt (SVA)**  
SE-751 89 Uppsala  
Sweden

**3. DTU Veterinærinstituttet (DTU)**  
Bülowsjev 27  
DK-1790 Copenhagen V  
Denmark

**4. DLO Foundation, more specific its Central Veterinary Institute (CVI)**  
Houtribweg 39  
821 RA Lelystad  
The Netherlands

**5. The Veterinary Laboratories Agency (VLA)**  
New Haw, Addlestone  
Surrey KT15 3NB  
United Kingdom

**6. Institute for Animal Health (IAH)**  
Pirbright Laboratory  
Ash Road  
Pirbright  
Surrey GU24 0NF  
United Kingdom

