**PROVISION OF BOVINE TUBERCULOSIS TESTING, ITS ASSOCIATED SERVICES AND BIO-SECURITY ADVICE ON BEHALF OF THE DEPARTMENT OF AGRICULTURE, ENVIRONMENT AND RURAL AFFAIRS, NORTHERN IRELAND**

**March 2024**

**SECTION 1**

**FORM OF CONTRACT**

THIS CONTRACT is made on the [13 ] day of [ March 2024 ]

BETWEEN:

1. THE DEPARTMENT OF AGRICULTURE, ENVIRONMENT AND RURAL AFFAIRS of Jubilee House, 111 Ballykelly Road, Ballykelly, Limavady, BT49 9HP (“the Authority");

AND

1. [ ] a person, firm, partnership or company limited by guarantee whose registered office is situated at [ ] (“the Contractor”)

**WHEREAS**

1. Pursuant to its strategy for the Provision of Bovine Tuberculosis Testing, its Associated Services and Bio-security Advice, the Authority advertised the requirement and appointed approved Contractors to provide such services in Northern Ireland.
2. The Contractor hereby agrees to provide those Services in accordance with the terms set out below.

**NOW IT IS HEREBY AGREED as follows: TERMS OF CONTRACT**

1.1 The Contractor shall provide the Authority with the Services in accordance with the terms and conditions of this Contract which shall comprise of all of the documents set out below in paragraph 1.2 (as the same may be supplemented or varied from time to time).

1.2 This Contract comprises of the following Sections and Schedules:

Section 1: Form of Contract

Section 2: General Conditions of Contract

Schedule 1: Specification

Schedule 2: Pricing Profile

Schedule 3: Change Control

Schedule 4: Performance Management Framework

Schedule 5: Contract Governance

Schedule 6: Exit Plan

Schedule 7: AVS Approval Processes

Schedule 8: Data Sharing Agreement

Schedule 9: Use of the APHIS

Schedule 10: VAT Self-Billing Agreement

Schedule 11: Tuberculosis Testing Procedural Instructions

Schedule 12: Veterinary Service Field General Model Risk Assessment

Schedule 13: Contractors Key Personnel

Schedule 14: Health and Safety at Work Policy

 (“the Contract Documents”)

together with any additional documents referred to in the Contract Documents, which expressly or by necessary implication are intended to have contractual effect and (unless expressly indicated otherwise) any inconsistency in the Contract Documents shall be resolved by reference to the descending order of priority in which they are listed above.

1.3 The Contract shall take effect on the date of signing the Contract by both parties (“the Commencement Date”). Services shall commence on 11th April 2024 (“the Service Commencement Date”) and shall expire automatically on 10th October 2024, unless it is terminated sooner in accordance with the provisions of this Contract or with the common law or statute. The period from the Commencement Date to 10th October 2024 shall be known as the “Initial Contract Period”.

AS WITNESS whereof the hands of the duly authorised representatives of the Parties the day and year first herein written.

**SIGNED** for and on behalf of AUTHORITY

SIGNATURE

NAME

Position

**SIGNED** for and on behalf of CONTRACTOR

SIGNATURE

NAME

Position