National Rota Virus Update
UPDATE 6TH AUGUST 2018
A review on the progress of the Rota virus vaccine and the performance of the ANRPB.

Dr Colin Walker

Fanciers will have noted that in the first half of 2017 I was keen to involve the ANRPB (the Board) in the diagnostics associated with Rota virus and then later the development of a Rota virus vaccine. I thought it would be to the sports advantage to have a national body to represent it. Since then my opinion has changed. I no longer support the Board – at least under the current system. I have attempted to disassociate myself from the Board and do not wish to be connected with decisions that it has made. In my opinion information has been either held back or misrepresented to the pigeon fanciers of Australia by the Board. I feel that it is important that the fanciers of Australia understand the progress of events since mid 2017.

Rota Contracts and their Implication for Australian Fanciers.

The contract between the Board and Latrobe University (LTU)

After much negotiation about the ownership of intellectual property (IP) , linkage grants ,lump sum versus annual payments and other issues, a contract between LTU and the Board was ready for signing in the first half of 2017. Essentially the contract was an invoice for $167,000 and was a bill for services rendered by LTU for the research and development of the Rota vaccine to the Board. In this contract the $167,000 owed by the Board would be paid in 3 approximately equal annual instalments. The first payment of $60,000 was already available having been raised through donation. A levy would be placed on the sale of the vaccine. This income would flow to the Board and be used to make the other two payments to LTU. If insufficient sums were accumulated I would act as guarantor. Once these payments had been met and the years rolled by, additional funds as they accumulated would initially be made available for research into Rota virus and later for activities to promote and support pigeon racing.

LTU would own the intellectual property (IP), ie the technology used to make the vaccine. The Board would own the vaccine. The Board would hire a vaccine company to make and distribute the vaccine. The Australian pigeon community therefore found itself in a unique situation. Thanks to the work of its supporters, the Board now owned a potentially valuable asset that would generate an income stream that in the short term could be used, after LTU had been paid, to fund Rota research and in the longer term could be used to fund activities that benefited and promoted pigeon racing. The opportunities were endless.
However, the Board did not sign the contract.

Why did the Board not sign the contract?

On 1 November 2017, the Board released the following statement,

“In August, the ANRPB learned that it was being required to meet the full cost for stage one of the vaccine development ($169,185 not $60,000) prior to releasing the trial vaccine to Treidlia Biovet Pty Ltd (Dr Mark White) for commercial production. Additionally, Latrobe were proposing further research and development in stage two (a 3-year $450k project). However, this also required a significant forward looking financial contribution by the ANRPB.”

The Board believed that it could be liable for $450,000 or more and advised the Australian pigeon community that it was “not able to take on the significant contractual and financial liability” and for this

reason could not sign the contract with LTU. The Board advised that a new contract arrangement would need to be reached.

This information however does not reflect the actual situation. There were two proposals involved. Confusion seems to have developed within the Board between these two. The first was a simple invoice for services rendered by LTU for the research and development of the vaccine for $167,000. A copy of the itemised invoice is below.

The second proposal was a research project proposed by Prof Mike Stear on 31August 2017. My wife Meredith (who has a PhD and is an adjunct senior research fellow at Monash Uni and therefore has a good understanding of research proposals) and I had attended a meeting at Agribio that was also attended by seven AgriBio researchers several days earlier.

Prof Stear's email correspondence received after this meeting is below.

"Dear Colin,

Thank you to you and your wife for coming to AgriBio on Monday.
We have the potential to be a very good team together.
As promised, we've put our heads together and come up with a formal proposal for you.

La Trobe University proposes a PhD position to provide focussed time to help within a LTU/Ag Victoria professional team that has grown around this issue.

A full PhD position (stipend and operating costs) will cost about $50k per year for 3 years.
However, a good student has been identified who will very likely be eligible for a Commonwealth scholarship which reduces the cost to $25k per year. Such industry cash will also be able to be used to leverage further Commonwealth funds along with the current Linkage grant around vaccine development.

We are seeking industry support for such a position to the total of $25k per year for 3 years plus 3 months stipend ($2.5 k per month) until the full Commonwealth stipend comes on stream in October.

Please contact us if you have any questions or queries.
We look forward to working with you.

Best wishes,

Mike"

In these copies of the original documents the financial amounts involved are clearly detailed.
The invoice from LTU for services rendered was for a total of $167,000 payable in three amounts over 3 years (approximately $55,000 per year for 3 years) . This was the full amount owing. There were no other monies due or owing.

In his proposal, Dr Stear clearly states that if the Board would like LTU to do the required Rota virus research, then LTU would be looking for industry support of $25,000/year. This proposal was presented to the Board. The Board could then decide whether it wanted to take up this offer or not. I personally thought that the offer was generous, good value for money and would serve the pigeon fanciers of Australia well. As it turned out, however, the Board decided not to take up the offer.

This meant the Board owed a fixed sum total of $167,000 of which the first payment of $60,000 had already been donated by the pigeon fanciers of Australia. (As explained in earlier Updates the other two payments were to paid for with a levy placed on vaccine sales with me acting as guarantor)

Had the Board decided in addition to take up the offer made by Dr Stear they would need to find an additional $25,000 for 3 years.

So how did the Board think that it could be liable for $450,000 or more?

Confusion within the Board seems to have arisen over the contracts and particularly the funding of ARC linkage grants. In this system, operated by The Australian Research Council (ARC) within the Australian government, industry (in this case, the Australian pigeon industry) is "linked" with research organisations (in this case LTU). Researchers get research opportunities that directly benefit industry while industry gets the direct benefit of that research. The government is keen to develop these relationships as both parties benefit and will match every $1 that the industry can raise with about $2. Initially , as explained in previous updates, I thought that this type of grant would apply to the LTU invoice for $167,000 but this turned out not to be the case. This is because this work was classed as a "proof of concept" rather than actual research. The Board was notified of this immediately. The Board would therefore have to pay the whole $167,000. The proposal suggested by Dr Stear, as he explains, would be eligible for a grant. Of course, had the Board decided to proceed with this proposal, it would only have done so once a grant had in fact been secured.

The Board received the following legal advice

"That $167,000 formed the one third to enable a Linkage grant of approx $300,000 - a total of approx $450,000 on the whole project."

This legal advice is obviously not correct. Either the solicitors simply gave wrong advice or alternatively were not given the correct information by the Board on which to base that advice. Either way, it was this advice and also uncertainty within the Board that led to the fateful decision by the Board not to sign the contract with LTU. It can be pretty hard for a lay person to go against a solicitor's advice but what surprises me is that all Board members actually had direct access to the contracts themselves and could read them for themselves. Both contracts I feel are pretty straight forward. One is a simple bill for services rendered and the other was never taken up

As late as April this year, a Board member sent me the email below:

"The ANRPB wanted to ensure the board members were not exposed to contract obligations that could be as high as $450K"

I replied "The Board members were not exposed. I am sure you have seen the initial contract for the research and development for making the vaccine from LTU and also Prof Stear's research contract. The amounts involved are clearly detailed. $167,000 and $25,000 per year (if we decided to proceed) respectively.

Clearly some Board members either did not read the contract that they voted against signing or, if they did, they did not understand it.

In my opinion the Board not signing the initial contract with LTU was an extremely bad decision that has impacted the entire pigeon racing community of Australia. The decision not to sign was particularly disappointing because it appears to have been based on a failure to understand the contracts.

So what were the ramifications of the Board not signing?

The Board not signing the contract had four immediate effects
1/ Delay – a new contract had to be negotiated. This took several months and delayed work on the vaccine by over 6 months. Effectively the decision by the Board not to sign robbed the pigeon fanciers of Australia any opportunity of having the vaccine available for racing and showing in 2018.
2/ The vaccine was given to the vaccine manufacturer, Treidlia Biovet. – In the new contract effective ownership of the vaccine was relinquished by the Board and given (for no charge) to Treidlia.
3/ The decision strained the Board's relationship with LTU. LTU had done the work and wanted to be paid. In one meeting in the middle of the year attended by Dr Travis Beddoe (developer of the vaccine), Caroline Bathje (commercialisation officer at LTU), Charles Hider (solicitor) and myself, Caroline expressed concern that LTU had done all of this work, was considerably "out of pocket" and it now appeared that they may not be paid. Charles assured her "don't worry you will get paid". Also at the same meeting Caroline reminded Travis that he was not to do any further work on the Rota vaccine until the payment issue had been resolved.
4/ The decision placed in jeopardy the granting of an emergency permit by the APVMA for the Rota vaccine despite letters of support from two state chief veterinary officers. Emergency permits can be granted in about 9 weeks. Full vaccine APVMA registrations prior to vaccinerelease take years.

The new or second contract.

Because the Board would not sign the initial contract, new contract arrangements had to be made. A new contract was agreed upon by the Board chairman at the time and Dan Grant (LTU staff member , one of LTU's seven pro vice chancellors). Board members that I was in contact with and I were notified of this by an email after the event. Board members later supported the chairman's decision.

In the new contract the Board would give the $60,000 of fanciers' donated money as an interest free loan to Tredlia. Treidlia, rather than the Board , would then enter into a contract with LTU. In this contract, LTU would license the vaccine IP to Treidlia for $60,000 plus a royalty of 2% on sales. Treidlia would make and sell the vaccine. Treidlia would repay the $60,000 to the Board at the rate of 2% of nett sales of vaccine per year. The royalties to LTU were to cover the research debt incurred by the Board during the development of the trial vaccine.

After all of the advantages to Australian pigeon fanciers that the initial contract offered, I was extremely disappointed with the second contract. **Essentially the Board had given effective ownership of the vaccine, as well as $60,000 of donated fancier funds as an interest-free loan, to a private company for that company to develop a new product. That product would then be sold with 100% of the profits going to that company.** The vaccine had become another Treidlia Biovet product.

Under the initial contract, after LTU was paid for the development of the vaccine and Treidlia was paid for making the vaccine, a profit would have flowed to the Board. Working on 2000 fanciers vaccinating 200 birds (I realise that there could be fewer fanciers or more birds etc but just using these numbers as a guide) and a levy of 10 cents per dose and remembering that each bird is likely to need two doses, this would generate an income to the Board of $ 80,000 annually. This represents a cost of $40 per year for a fancier with 200 birds – cheap I feel for the amount of useful information that could be gained . Using the same figures a levy of 5 cents per dose would have cost a fancier with 200 birds $20 per year and generated $40,000.
Under the new or second contract however the Board will make no money but simply be paid back its $60,000 at a rate of 2% of sales until the money is repaid. Using the same figures as above (ie 2000 fanciers with 200 birds vaccinated twice) and the vaccine being sold for 40 cents a dose, this would mean the total value of sales would be $320,000 per year. 2% of this is $6,400. This would mean it would take

about 10 years just for the Board to get its money back Treidlia does have the option of paying the money back more quickly but is not obligated to do so.

Under this contract the Board no longer owns the vaccine and is no longer the primary decision maker regarding the vaccine. In the contract there is no provision for the Board to be involved in any decision making process involving the vaccine. All decisions regarding manufacture, distribution and manufacture are Treidlia's. Also there is no requirement for Treidlia to actually make a vaccine. To fulfil the contract requirements Treidlia is to make a reasonable effort to commercialise the vaccine but does not guarantee to do so.

The Board has in effect become superfluous to matters regarding the vaccine. The vaccine has simply become another Treidlia product. The final state of play is that LTU owns the IP. This IP has been licenced to Treidlia to make the vaccine which now owns the vaccine. The Board simply gets its money back slowly over years.

Like many fanciers who donated money through their federation for the vaccine, I was keen for the Board to release a statement explaining how that money had been spent. I asked the Board chairman if he was going to release details of what the Board had arranged in regard to the Rota virus vaccine to the pigeon fanciers of Australia. The Board chairman replied that he had spoken to several pigeon fanciers who had experience in business and banking and that they had advised him that the details should not be released, and that the contract should be commercially confidential . Another Board member emailed me and stated that the Board would not release details in order to "protect" the Board, Mark White and Treidlia!

I strongly disagreed with this decision. As the president of one of Victoria's largest federations said to me, "all of this secrecy is no good". In my opinion, the Board needs to be open and transparent when representing the pigeon fanciers of Australia. One fancier, I spoke to recently, personally donated $1500. He wanted to know how his money has been spent. Not an unreasonable request I think. I personally think it was a big mistake by the Board not to have released details of the agreement and I feel that this will make it very difficult in future for the Board to raise further funds if required. The contract has a clause stating that the Board is not to release details of the contract. I feel that the Board should not have agreed to this. The Board was entrusted with the money by the pigeon fanciers of Australia who have a right to know what is being done with that money. Was it the Boards money to give away? Fanciers have a right to know how their money has been spent particularly since the contract does not ensure that the vaccine will be produced. The contract also specifically states that the Board cannot claim the money back. Why is there a need for such a confidentiality clause in such a simple contract? To me this suggests that one or either party is trying to hide something. There is nothing in the contract that reveals anything about Tredlia's financial situation. The only sum mentioned is $60,000 of fancier's money.

To my knowledge, the late Graham Wark, was the only Board member who argued against agreeing to the second contract. He was advised by the Board chairman that all Board members should stick together and that Graham should reconsider his position on the Board! I was cc'ed into one email from Graham to the Board where he rather succinctly, attempted to explain the situation as he saw it to other Board members. The chairman suggested to Graham that he had not written the email and should not take credit for something that someone else had written. Graham humbly explained that he had, in fact, written the email.

One Board member advised me that the Board could not be involved with vaccine ownership and sales as it was a non-profit organisation. I wondered how such large organisations as Medecin sans Frontiers and some insurance companies are not for profit. Inquiries have revealed that the Board could have retained its "not for profit" status, provided any funds generated were churned back into the activities of the Board and not taken as profit. It is possible to be a "not for profit" and receive an income stream provided any profits are not taken but redirected back into the organisation to support its aims and activities. Given the

current situation, using any vaccine levy funds for Rota research would have been an ideal use of those funds.

Another Board member advised me recently that the Board relies on donations for funding. I personally believe that most fanciers and federations would be hesitant to donate money to the Board ever again.

Even today there seems to be some confusion within the Board about this whole issue.. About 3 months ago a board member said to me “Who said the Board would own the vaccine?” This was after he had voted to sign the second contract. It seems that some board members did not realise what they were actually voting about and its consequences and precisely what they were giving away. In the contract, the Board engaged LTU to research and develop the making of a pigeon Rota virus vaccine. LTU did this and issued an invoice to the Board. Did the Board member in question think that the Board was paying LTU to make a vaccine for somebody else?

Another Board member explained to me in an email several months ago, “My decision making in the recent process was based on to(sic) ensure the vaccine gets produced as quickly as possible”. Ironic seeing that the board decision not to sign delayed the whole process by months.

The activities of the Board should be to promote the hobby. I can’t see how this can be served by giving assets away, particularly when the assets have been acquired through the voluntary work of fanciers to develop that asset and through funds donated by fanciers.

I have been fortunate enough to have attended and spoken at several American Union (AU) conventions in America. The AU has an income stream that is used to promote the sport. The AU pays a full time salary to an individual whose specific job is to promote the sport of pigeon racing.AU conventions are conducted in large city hotels. Uniformed staff hand out brochures in the hotel foyer to members of the public promoting “Thoroughbreds of the Sky”. A scholarship is created that pays for the education of an underprivileged student. The sport in America is then able to promote the fact that someone was able to become a doctor or lawyer for example, because of pigeon racing.

With an income stream from the vaccine, the Australian Board could have done all of these things and more. Certainly it is good for the ANRPB to award prizes to successful fanciers, as it now does, and it is nice also for it to acknowledge the contribution of pigeons in the world wars but the Second World War is already two generations ago. What is the Boards plan for the future? Is there a vision? The best thing that any national board can do for its members is to actually promote the sport in the wider community for without new members any organisation just gets smaller and smaller.

The Board no longer owns the vaccine, has no rights associated with it and makes no money from it. All that happens is that the Board simply gets its money back at 2% of sales over many years. An asset, an income stream, a research plan and long term funding for the sport---all gone.

The Aussie Vaccine Overseas.

At the recent International Veterinary Convention on pigeons in Poland I was approached by a member of the “International Committee of Experts” in The Chinese Racing Pigeon Federation. He wanted to place an order of 2 million doses of Rota vaccine with me. I explained that the vaccine had been given to Treidlia Biovet and that I would pass the order on. Currently China has 300,000 pigeon fanciers. 20 million young pigeons are bred each year. There are 800 one loft races. In 500 of these there are over 4000 pigeons. The Rota virus in Europe is not the same but very similar to the one we have in Australia. The two are sufficiently similar that the Australian vaccine could be used to immunise European birds. With time a European company would be expected to make a vaccine but this is likely to take several years. The Australian vaccine could be used in the mean time.

There are regulatory hurdles to address when sending vaccine to overseas markets but given the size of the markets. I believe, that they are worth addressing. Certainly there is potential for the vaccine owner.

Well at least we have a vaccine

A Rota vaccine was always going to be available eventually. To me, it is just a shame that the only people to make money from the vaccine are Treidlia and LTU rather than the pigeon fanciers of Australia. It is not, so much, that pigeon fanciers want the money, but rather what that money could have been used for to promote the sport. It was the pigeon racing community that donated the money to get things rolling in the first place and all of the initial work was done on their behalf. To me, it is a shame that the Board decided to give this away.

Distribution of the vaccine.

On March 16, the Board released a statement suggesting a plan for distribution of the vaccine. In this proposal fanciers and clubs that had donated money for the development of the Rota vaccine would, in the case of the vaccine being in limited supply, receive access to the vaccine first. Vaccine would be made available to other fanciers as more vaccine became available. Many fanciers regarded this as a good initiative and felt that it was right that fanciers who had donated money should receive priority. Others however disagreed. There were heated discussions in some federation meetings. One Melbourne federation hastily wrote off to the Board stating that they had been one of the first to donate and wanted to ensure that they got access to the vaccine as soon as it was available. Many fanciers gained the impression that the Board, in some way, had at least some control over vaccine distribution.

All of this however was simply a discussion that we did not need to have. Unnecessary angst between fanciers over this issue was created. What the Board did not realise was that it could have no say in how the vaccine would be distributed.

The vaccine is a new vaccine and is not registered. It is made for a new disease. No vaccine for Rota virus had ever been made for, or used in birds before. The idea that the vaccine would be an open seller was , to say the least, extremely unlikely. The APVMA has never in the past allowed such a product to be supplied except through veterinarians. More often than not such products have also to be given under veterinary supervision or in fact by vets themselves. There was no evidence that there would be an exception here. Vets are used, in such situations, as a buffer by the APVMA between the vaccine supplier and end user to ensure that such products are used correctly.

In such instances the vaccine manufacturer can supply the vaccine only to veterinarians and veterinarians in turn can only supply the vaccine to their bone fide clients. The Board cannot tell the manufacturer which vets to supply and also, in turn, cannot tell a vet which of their clients to supply. The Board is in fact superfluous to the vaccines distribution.

Even if the vaccine was an open seller, in the contract that the Board signed with the vaccine manufacturer there is no provision for the Board to have any control over the vaccine's distribution, manufacture, pricing or indeed anything to do with the vaccine. The Board signed a contract that gives it no contractual rights. This means that the best the Board could do in this unlikely situation is simply make suggestions to the manufacturer as to how it might like the vaccine distributed etc. Taking any such advice is purely at the manufacturer's discretion.

The way the vaccine will be distributed will be determined by the APVMA and the manufacturer, Treidlia Biovet and not by the Board.

Future of the Board.
In several states there are large federations that do not support the Board. Does the Board have the confidence of Australian pigeon fanciers? Does the Board represent the majority of Australian pigeon fanciers? I would suggest that the majority of fanciers do not even know who their state Board member is. Were these representatives democratically elected? What will the Board do with the 2% of the vaccine sales money each year? Will it decide to keep this secret too? What is the future of the Board? There are many questions to be answered.

There are several national issues currently facing Australian pigeon fanciers that a national board should be involving itself with proactively. Veterinary issues include-
1/ Investigating the "swollen eye" problem affecting race birds in all states.
2/ Reporting on the sub -unit vaccine for Circo virus currently being worked on in Poland
3/ Investigating the increasing significance of the bacterium, Pelistega as a cause of respiratory infection in pigeons
4/ Ongoing Rota research- Because Australia no longer has funding the focus of Rota research has now shifted from Australia to Europe. We need to keep abreast of this and assist where we can.
5/ Educating Australian fanciers about the risk their birds pose to other parts of the world if they are exported , for example, to international one loft races. Who wants to be the Australian fancier who gives the Australian Rota virus to South Africa or China? How would the international pigeon community view this if the Board failed to make fanciers aware of this risk?

The Board should be the ultimate source of factual information. Only recently however we had the debacle over how long it would take for pigeons to become immune after vaccination against Rota virus. The Board insisted that the vaccine would be maximally effective 5 weeks after inoculation. No vaccine like this has been made against this virus and used in birds before. No immune curve studies have been done. How could anyone know? The trial study results were presented to the Board but these were discounted. The end result was that a member of the Board had to release a separate statement warning fanciers that a recent Board release may not be correct.

What say do federations or fanciers have in the decisions of the Board? Will the Board join the Federation Columbophile International (FCI) ? Is this a good use of fanciers' funds? Are there advantages to us to join the international pigeon community? Disappointingly, I think that many fanciers have lost confidence in the Board and I feel that if another truly important national issue appeared , the tendency of many fanciers and federations would be to deliberately not involve the current Board.

We need a pro-active, forward thinking, funded Board that has been democratically elected , has the confidence of pigeon fanciers and is referred to as an authority. Does the current Board fulfil any of these criteria?

The role of Dr Mark White.
I want to stress that I am in no way critical of Dr Mark White at Treidlia Biovet. In the initial contract he would have been invited, along with other vaccine companies to quote for the production of the vaccine. Because, however, he has been involved in discussions right from the beginning when making a vaccine was being initially mooted, he was the logical choice. The decision by the Board not to sign the initial contract was totally independent of him. He found himself in the challenging position of having to move an experimental vaccine that had been made to a budget in ultra-short time and with minimal testing to commercial production. Many would have walked away. He has remained committed to the task and professional throughout.

Strawberry fields for ever

"Living is easy with eyes closed, misunderstanding all you see, strawberry fields forever" Lyric from the song Strawberry Fields" by the Beatles .

During the course of events there were inaccuracies that were disseminated as fact by some Board members to other Board members. Why this happened is unclear but it was confusing for all concerned. How could board members be expected to make good decisions if they were not supplied with correct information?
An example is below and just makes no sense on many levels. This email was sent to Board members

- *"For the owners of the cell line there is a flat fee to be paid over 3 years. The owner of the cell line is a Research Company in the USA. This fact perhaps explains why the vice Chancellor of LTU informed Stephen Eggleton that the first contract (as Graham has referred to it as) was "dead and buried." It is now clear that LTU did not own the cell line for the trial vaccine and therefore could not sell ownership of same to the ANRPB, Dr Walker, or Dr White. LTU was only in a position to market the Intellectual Property for the trial vaccine. It appears that this is why LTU called a halt to the previous contract process.*

I believe that the Board can take some comfort in the knowledge that there were matters beyond our control (ownership of the cell line) that stalled the process."

An E. coli bacteria cell line was one of many materials used by LTU to make the vaccine.(This has been described in detail in earlier Rota virus updates- a section of Rota DNA that codes for the highly antigenic VP8 protein on the surface of the virus was inserted into an E.Coli to make a genetically modified E,coli. As E.coli grow easily this is a good way of making the VP8 protein that is the base of the vaccine).

It makes no sense that LTU would stall the contract because they did not own that cell line. A cell line was simply one of the materials bought in to make the Rota vaccine To explain ----various scientific companies develop and maintain cell lines and make these available to researchers and scientists for a fee. The fee payable to the USA company, Biomeer (which has a branch in Melbourne) which owns it, was included in the cost of vaccine manufacture in the initial contract. The same amount of money is being paid to them but instead of a lump sum (as in the first contract) it is now being paid as a royalty stream over time . LTU never owned this cell line. It was just one of the materials bought in to make the vaccine. It is common to pay royalties for technology like a cell line. It is a bit like a patent – if you want to use a cell line, in this case a strain of E. coli, you need to pay the owner of the cell line to use it. LTU owned the method (the technology or IP) to make the vaccine using this cell line. LTU would not halt the contract because they did not own one of the materials used to make the vaccine such as a cell line. LTU owns the method (the technology or IP) to make the vaccine using this cell line. Sale of the IP was never part of the contract.

Also LTU did not call a halt to the contract process. Why would they? They wanted Stephen Eggleton (chairman at the time) to sign and the Board to pay them. I was in all of the face to face meetings where the contract terms were agreed upon. The repeated wish of LTU was for the Board to sign the contract and pay them. One simply has to ask oneself- why would anyone, including LTU. draw up a contract that they did not want the other party to sign. It just makes no sense.

What this self- congratulatory but totally incorrect and illogical email is suggesting is that LTU drew up a contract but then did not want anyone to sign it because the university did not own one of the materials used. I drew all of this to the attention of the Board member in question but he refused to accept it. He seemed to be trying to justify to various other Board members why the Board had not signed the contract.

Conclusion.
It has given me no pleasure to write this and I am sure that there will be people who will be openly critical of me and what I have written. In particular I expect some Board members to defend their position. I suspect however that some would make different decisions if they could have the time again and in their

heart of hearts would make different decisions away from the flurry of activity that accompanied some of those decisions. I have endeavoured to simply present the situation as I understand it. I feel, as the only person involved with the whole process right from the start that this has enabled me to perhaps comment on matters that others could not. The whole Rota affair has presented and continues to present an extremely challenging task for all of us. I guess however that the scientist in me insisted on presenting the facts and I felt obligated to let the fanciers of Australia know the full story.