Pigeon Rota Virus

**National Rota Virus Update**

**26st January 2018.**

**When will the Rota vaccine be available?**

The question everyone is asking is “When will the Rota vaccine be available?” Everything is explained below but it is principally Dr Mark White of Treidlia Biovet (who is making the vaccine ) who can answer this question most accurately. In correspondence with Mark dated the 24th January he advised that once the vaccine contracts have been signed and the final manufacturing details have been released by Latrobe University to him it will then take 3 to 4 months to have a vaccine available, if everything goes smoothly. He, however, goes on to explain that things may not run smoothly and there is the potential for delays. This means that although the exact time that a  vaccine will be available is unclear, it will be at least 3 to 4 months from now. This means that the absolute earliest a Rota vaccine will be available is May or June and it certainly has the potential to be later. Once the vaccine is available the birds will then need to be vaccinated and develop an immunity. A time line can be found at the end of this Update

My personal involvement with vaccine availability finished with the completion of the ( successful ) vaccination trials at the end of August. The matter was then in the hands of the Australian National Racing Pigeon Board (ANRPB) , Latrobe University ( LTU) and  more recently a vaccine manufacturing company, Treidlia Biovet (owned and run by Dr Mark White). In early September we were on the cusp of going to commercial production and were well on track to have a vaccine available by late 2017 or at the latest March/ April  2018. The urgent need for a vaccine was supported by the issuing of letters supporting the granting of an emergency permit by the APVMA by both the Victorian and NSW Chief Veterinary Officers.  Unfortunately it was in September that matters were derailed. How did this happen? How have we found ourselves in this situation? How has the opportunity of having a vaccine almost certainly available before racing this year apparently just disappeared?

 **What has been happening since last September?**

1/ In the 9 months from December 2016 until September 2017,  the cause of mass pigeon mortalities in Australia was diagnosed in Melbourne as a G18P Rota virus . The virus was sequenced, this sequence was compared for potential cross immunity with existing Reo and Rota vaccines both here and overseas, and it was realised that a new vaccine had to be made. LTU was engaged to do the research and development of this vaccine.  The vaccine was made and vaccine trials were successfully completed . A contract was  prepared  by LTU to the ANRPB for this work. The contract was ready for signing mid- September. It had been a busy 9 months. Once the contract was signed and payment made, the final manufacturing details would be released by LTU to Treidlia who would then make the vaccine commercially.

2/In the initial contract ready for signing in September with LTU for doing the research and development work for the vaccine, the invoice total was for $174K to be made as a single payment.  $7K was deducted from this amount because I had done the pigeon management(ie cared for the birds, drawn blood, vaccinated the birds etc ) for the vaccine trial rather than LTU staff .  This meant the amount payable was $167K. I mistakenly developed the understanding during the meetings at LTU that the Board would need to fund 1/3rd of this. The rest would be met by a linkage grant that we were “almost certain to get”. Grant Paterson organised the collection of approx. $ 60,000 in donated funds from Australian pigeon fanciers. At the completion of the vaccine trial , Caroline Bathje , a commercialisation officer at LTU advised that the initial work covered by the contract was actually “a proof of concept” and it was only subsequent research that would be eligible for consideration for a grant.

3/  I explained to Caroline that the ANRPB only had $60,000 currently available.  She asked if it would help us if the payments for $167K could be made over 3 years in 3 instalments. I thought it was a good suggestion of Caroline’s and generous of LTU. We would pay the same amount (i.e. $167K) but have longer to pay and it would make it easier for us to establish an ongoing relationship with LTU ( ie between industry and research ) for an ARC  linkage grant. Linkage grants are available to “link” research and industry where the direct results of research can be used to meet an industry’s needs. If successful, a grant from the Commonwealth government will match $2 for every $1 supplied by industry.

4/ The $60K collected by donation would be used to make the first payment. An income stream in the form of a levy  placed on vaccine sales would be generated to accrue money for the second and third payments. If insufficient money was available then  I would act as guarantor for these two annual payments  and  therefore be responsible for covering any shortfall. Once the 3 payments had been met,  money  from the levy could be made available for a linkage grant if our application was successful for further Rota research and also be available if ever there was another national issue that required funding. The annual payments would  demonstrate an ongoing relationship between LTU and the pigeon industry, which would assist in getting  a linkage grant for future Rota research.

5/ The initial contract was made out between LTU and the ANRPB. Because the Board would be paying for the research and development of the vaccine, it was anticipated that it would essentially own the vaccine. LTU, would own the technology used to make the vaccine ( ie the intellectual property or IP ). As mentioned above, once the contract had been signed and the first payment made, LTU would release the final manufacturing details to the Board. These would be passed to Mark White at Treidlia who would then commence commercial production of the vaccine on behalf of the Board.

6/ Finalising details of the contract became involved and ran on into August and threatened to stall the development of the vaccine . Dr Caroline Bathje was our contact within the commercialisation department at LTU and had been helping with contract negotiations since LTU was first approached to do the work by myself.  At this time I became frustrated  and felt that all of our expeditious work to get the vaccine project through to the commercial stage so quickly was being wasted as the weeks on contract negotiations slipped away. I spoke to Caroline Bathje and offered to pay , as an interim measure, the whole invoice for the vaccine. I saw this as a lifeline to the pigeon industry and did not want to see the process delayed through concern over money. The hope was that, with LTU being paid, they would then release the final manufacturing details to Mark so that he could commence vaccine production. I would be repaid later when the vaccine was available. Frustratingly, she explained that this was not possible.

7/Contract negotiations continued.  Stephen  Eggleton ( ANRPB chair ) would not sign the contract on behalf of the Board. This was on advice from his solicitor. Apparently there were concerns regarding the legality of the Board entering into the agreement as well as possible financial exposure. I have asked Stephen to elaborate on this.

8/  I then agreed to sign the contract on behalf of the Board to stop the impasse. The contract would be entered into with my company.  My company would make no money from this contract but, by signing, any delays associated with further contract negotiations would be avoided. The $60K would be transferred to my company and then immediately on to LTU to make the first payment. Other aspects of the contract would remain unaltered.

9/ I spoke to Caroline Bathje several times through September as contract negotiations continued. On Friday, 22 September 2017 I explained to her that I was again frustrated with delays over various matters and  advised her  that I was happy to sign the contract as proposed by LTU “as is”. In my mind there was no point in further delaying progress over matters that were comparatively quite small. On the following Monday, 25 September, Caroline emailed me and stated that the contract was being finalised. We spoke that afternoon and she was hopeful that the contract would be available for signing the next day. She stated that she was pleased that we had reached an agreement that everyone was happy with.  She also advised that I would not need to come to LTU to sign but that it could be done electronically.  So after much discussion, we had a contract that Dr Caroline Bathje (Latrobe commercialisation department), the ANRPB  and I were happy with on 25 September 2017.

10/ The contract was not ready the next day but after 3 days we were told that Caroline had been advised by her supervisor , Dr Dan Grant, that LTU’s preference was to sign with  the ANRPB being a national body and not a private company. Over the coming 4 weeks,  Stephen Eggleton repeatedly advised Dan Grant that he, on behalf of the Board did not want to sign the contract , that I was their endorsed representative and that they wanted me to sign on their behalf.

In an email   on 4 October, Stephen Eggleton  wrote,

“I had a good chat with Caroline an hour or so ago.

She is now going back to her Manager, confirming the position of the ANRPB, confirming the agreement be in the name of your entity, and to proceed (with signature) as an immediate priority.

I'm heading to the bank tomorrow to get the letter of authority arranged from myside so we can raise the Bank cheque once we have a green light.”

In a further email on 10 October, Stephen wrote

“ Dear Caroline,

We are quite perplexed over this matter. As I shared with you last week, the ANRPB Inc. is in its infancy. Recently formed with a welfare centric mandate – created specifically to develop a National Code of Practice as requested by Animal Health Australia. The ANRPB Inc has no assets, has no income stream and the Board is not in a position to accept liabilities into the future (as is required under the current contract, ~$90k).

To provide a solution – Dr Colin Walker – as a leading pigeon industry figure and industry representative has kindly stepped in to undertake the contract. The rota vaccine is urgently required. The science is done. The CVO’s are awaiting, the pigeon industry is waiting, the production house is poised, Dr Walker is ready to sign the contract, ANRPB is ready to pay the first payment (from donations from fanciers and federations) – so it’s LaTrobe now in my opinion that needs to respond here quickly. There is a duty of care on all of us now to deliver this vaccine. Many thousands of racing and fancy pigeons are at risk with the new breeding season upon us. “

Stephen was doing all he could to get the contract signed. Dan Grant repeatedly stated that it was the University’s preference to sign with a national Board rather than a private company. In his one phone call to me he explained how it would be “more prestigious”  for LTU to sign with a national board rather than a private company

11/  On 14 October, Stephen Eggleton sent out an email . He had been in negotiations with Dan Grant. He explained that the current contract was now “null and void” and that Dan Grant  had advised that “LTU was happy to explore licensing the IP to  Tredlia for a fee ($60,000 excl GST) and defined royalty steam to be negotiated.” The ANRPB would lend the donated $60,000 to Treidlia. Despite Stephen’s perseverance Dan insisted that LTU would only sign with ANRPB or failing that with Treidlia . Acting in good faith and in order to escape an apparent bottleneck in negotiations and again to get vaccine availability back on track, Stephen agreed. A new contract would be drawn up

12/At the next bi monthly Board meeting, the Board was asked to vote about the initial and the new alternative second contract. There seems to be some uncertainty between some Board members about this issue. One Board member I spoke to said that the second contract was presented as a “done deal” and Board members were asked to vote whether or not they supported Stephen Eggleton’s  and Greg Kakoschke’s ( vice chair ) decision. Another Board member however told me that that was not the case and members were asked to vote for one or other of the contracts. Either way the Board voted in support of the second contract and the next day Dan Grant was informed that there had been unanimous support within the Board for Stephen’s decision and the second contract.

13/ Stephen had always stated that he was prepared to act as Chaiman of the ANRPB for 2 years. This 2 years was now up and at the next Board meeting, Stephen Eggleton stood down. Greg Kakoschke was elected as Chairman.

14/ What no one could have predicted, including Stephen, was how long it would take to negotiate the new contract. In effect we had “gone back to square one”. Stephen and Greg  repeatedly contacted LTU as the weeks slipped by and were told by Dr Craig Patch (also an employee within the commercialization department) and Dan Grant that Rota was top priority. Mark White did not receive the draft of the new contract until 20 November. I personally wondered how long low priority matters would take. The contract outlined an initial payment of $66,000 plus 50% of all profits. A more usual figure in such contracts is 5%. Mark made some recommendations and returned the contract to LTU promptly.

15/ The new contract was not returned to Mark until 12 January 2018. Four months had been lost from September to January and with this 4 months lost (so far), the opportunity of having the vaccine available by early 2018 was gone. I will leave fanciers to imagine how I felt after all our hard work up until September. The returned contract was reviewed by Mark. LTU had agreed to most of Mark’s recommendation.

16/  As of the 26th January, contract negotiations between Dr Mark White (Treidlia Biovet Pty Ltd) and Latrobe University (LTU) have been completed and it is envisaged that contracts will soon be signed by both parties. Before this can occur the side agreement between the ANRPB and Treidlia must be organised. Once the contracts have been signed and payment made, LTU will release the  last of its manufacturing details to Mark . It remains unclear , however, whether LTU has completed the necessary work on the research and development of the manufacturing details required by Mark to commence commercial manufacture. Quite reasonably, It may be that LTU did not want to spend more money and resources on Rota while the contract negotiations were underway and no payment to them had been made. If this work has not proceeded, it may take some months to have these details available. Hopefully this work has been done and the information Mark requires is available and ready. Once Mark receives this information he can then begin the process of commercial manufacture. As advised at the start of this Update once he gets to this stage if everything goes smoothly the vaccine will be available in 3 to 4 months. During this time he will need to do his own research and development to make sure that the process works well in his hands. As, also mentioned above, there is the potential for problems and delays. My personal feeling ( and I hope that I am wrong ) is that we will be lucky, and Mark will have done an exceptional job, if the vaccine is available before the middle of the year.

17/ There are a number of ongoing contract issues. For example it remains unclear who will own the vaccine. Early on in this process, in May, on behalf of the ANRPB solicitor Charles Hider negotiated with LTU on behalf of the Board about the vaccine. These early discussions did not cover ownership of the vaccine itself but rather the ownership of the IP ( ie the technology used to make the vaccine) . Charles suggested that the Board should own part of the IP. Latrobe did not agree to Charles suggestions and insisted on owning(fully ) the IP. Just who owns the vaccine ( either the Board or Treidlia ) is still not clear. My personal feeling however Is that it should be the Board as they paid for the vaccine to be developed and organised ( through me ) its manufacture. Also the actual percentage of the royalty to be paid to the Board by Treidlia and also for how long have not been resolved. These matters are important because it will be this source of money that subsequently becomes available for Rota research and other potential national pigeon issues and as such has the potential to affect pigeon racing in Australia for certainly years and maybe decades. These matters need to be resolved before the side agreement between the Board and Treidlia can be signed. And of course the agreement in turn between Treidlia and LTU cannot be signed until this side agreement is signed. The next Board meeting is on the 6th Feb. The Board will have much to discuss. No doubt all Board members will have their input.

And so in summary the loss of 4 months  ( and with it the time we had “up our sleave’ to have a vaccine available before racing this year) centres around the logical reluctance of Stephen Eggleton to sign the first contract based on legal advice  from his solicitor and then when I offered to sign on behalf of the Board, Dr Dan Grant on behalf of LTU not signing with me ( for reasons outlined below ).

It has been very hard to sit still for 4 months and watch the likely hood of having  a vaccine available for this year’s racing just evaporate. At one point I contacted another university to see if they could do the work for us that LTU had done and, when we found they could, considered  just simply walking away from LTU, such was our frustration.  I personally don’t think that I could have done much more. I advanced the whole thing from diagnosis to  completion of the vaccine trial and preparation of the first contract,  then offered to pay for the whole thing and, when this was declined, was then happy to sign the completed contract and accept any risks associated with this on behalf of the ANRPB.

Who is Dan Grant?

Dan Grant is a pro-vice chancellor at La Latrobe University. The university’s website provides the following information. He started work there in March 2016. Latrobe has 7 pro vice chancellors and each has his/her particular area of expertise and involvement. Being a pro vice chancellor  is a bit like being the head of a department in a commercial business. Dan is the pro vice chancellor for industry engagement. His role is to engage and develop partnerships with industry. He has lectured at conferences on how to establish and maintain successful  partnerships and the importance to institutions like universities on aligning with the right industry partner. He also advises on what is the best approach for universities to take when proposing a partnership and how  university research departments can better understand the needs of industry.

With this in mind, it gives an insight into why Dan would prefer to enter into a contract with a national board and, with this not being possible, later agreed to sign with Treidlia. In Dan’s words, signing with a national board would appear more “prestigious”. Treidlia is an established vaccine manufacturing company that may offer further business opportunities. Being a retired veterinary clinician, I had little to offer LTU as a long-term partner and quite simply was not good enough (in Dan’s eyes).

In my opinion, however, when one is dealing with a highly infectious disease with a high mortality rate that is causing a painful death in a vertebrate animal at a national level and has already killed tens of thousands of birds in the last 10 months and is severely compromising the industry involved with that animal, I think other things need to be considered than whether or not the organisation that is signing the contract is the best one for the university’s interests. Anything that would delay the release of a vaccine that would solve this problem should be avoided. Obviously Dan cannot be expected to understand the pigeon industry but it was explained to him and there is no doubt that he understood the effect of his decision to not sign and insist on re- negotiation for a second contract.

The end result of what, I think, was a rather blinkered decision by Dan is that the industry that engaged Latrobe University has, in fact, been damaged.

My personal opinion is that the first contract was better. It clearly set out the amount that we had to pay, we were already in the process of applying for a linkage grant, and I feel that we could more easily budget and have money available for funding. However, by far the main advantage of the first contract was that it was done and ready for signing.

These delays will lead to the plethora of issues as set out below. Obviously Dan could not be expected to have a good understanding of the pigeon industry but as it is his job to develop and maintain relationships with industry he should be expected to have some rudimentary understanding. Unfortunately his decision not to proceed with signing the existing contract in early September just so a partner that he regarded as more suitable would sign has been very frustrating and disappointing for everyone directly involved and also the wider pigeon community. To my mind, it demonstrates  a failure to understand the industry’s needs and the nature of the situation and  has considerably damaged the industry that actually engaged LTU.

Any attempt by Latrobe to garner prestige by signing the contract with a national board has been countered by the loss of its reputation within the pigeon community. Pigeon fanciers were impressed by the rapid diagnosis and progress with  vaccine development by Latrobe researchers. However any good will has long since evaporated after dealing with the commercialisation department.

Mark White and I have discussed the ongoing research into Rota virus and feel that some other institution apart from LTU may now be better suited to do this work for us.

The impact of Dan’s decision **a**nd the resultant delays mean that-

1/More pigeons will die

2/ More birds will be permanently damaged and have their subsequent race competitiveness compromised

3/ It is now looking less likely that the vaccine will be available before racing this year  with all the issues that that entails

4/ No ANPA National show again this year?

5/People’s income compromised  -   Loss of income for squab producers as abattoirs will not process birds from lofts that have previously had Rota

* Pigeon sales by studs compromised

6/ Club incomes compromised  - ability to have squeaker sales  and one-loft races compromised

7/ The same issues that saw the Victoria Cup, Australia richest race with first prize of $100,000 abandoned last year may apply again

8/ Exporting birds- although fanciers have been asked not to export birds, there is nothing legally in place to stop them. Even though vaccinated birds may have the potential to still carry the virus, unvaccinated birds that are exported are more likely to be carrying the virus and therefore spread Rota to the world!!

9/ Commercially and genetically valuable birds imported into Australia will not be able to be protected from Rota virus

10/ Declining membership as members cannot race or show their birds

 11/ The altered royalty arrangements may result in the vaccine being more expensive for fanciers.

Fanciers’ reactions to being told that it is a possibility that a vaccine will not be available before racing have ranged from being speechless to surprise and disappointment through to frustration, annoyance right through to anger.

During the negotiations,  some other issues have come up .

A/ Apparently the Board is registered with NSW Fair Trading as a “Not for Profit” organisation and there were concerns that the proposed contract would contravene NSW Fair Trading Laws and Regulations for Not for Profit Organisations. David Walker ( ANRPB secy ) has made some enquiries  and the repayment of the $60,000 and ongoing royalties by Treidlia to the ANRPB does not contravene any requirement here.

However, the ANRPB being a “Not for profit “  makes no sense to me. The ANRPB will need ongoing cash for research  and other initiatives. This, however , is a discussion for another day.

 B/ Frustratingly it may be some time before any research can be done under the new contract. Research money has to become available primarily from royalties on vaccine sales. With no vaccine there can be no sales.  Mark White  and I have developed a list of our colleagues who run diagnostic and vaccine companies. Although they may not be able to donate money they may be able to give time and facilities. I have asked Greg to look into this. Once a vaccine does become available the amount of money generated will depend on the amount of vaccine sold, the price of the vaccine and importantly the royalty rate on sales paid to the Board.  Once money does become available there will be a time delay in applying for and getting a linkage grant . And, of course, the research work will then have to be done. We still don’t know basic things like, how long does passive immunity passed from parents to babies last, and when should those babies be vaccinated, how long does immunity last after vaccination, is there really a low pathogenic strain or is it all the same virus that is modified by local loft factors such as geographical location, temperature and humidity, loft genetics and loft health, why does the virus cause no disease in some birds and stay in the bowel and yet in others it penetrates the bowel wall and kills them? We don’t want theories here but rather facts supported by scientific results produced by evidence based research.

Through the whole of this, Dr Mark White has shown himself to be professional, reasoned and informed. I would like to thank him for his advice and guidance.

**So without a vaccine what can we expect?**

There is no reason to expect that our experience this year on the east coast will be any different from what was experienced last year on the west coast. As soon as young pigeons that have not developed their own immunity  and old birds whose immunity has waned start mixing with birds from other lofts, they will be exposed to the virus. Presumably the source will be long-term carriers that are still shedding the virus. In the west last year, approximately 40 % of flyers caught the disease in the first few weeks of racing, causing considerable disruption to the racing season.

Most of us have bred from recovered Rota virus birds this year. It is likely that some immunity from these stock birds will pass to the babies. However, typically, this passively acquired immunity tends to be very transient. We don’t know exactly how long it lasts with Rota but, as an example, with PMV we know passive immunity lasts about 6 weeks. As the youngsters’ passive immunity fades, they will become more and more vulnerable to infection. The answer, of course, was going to be to then vaccinate them. With this now not being a certainty, the only other (unpalatable) option is going to be for fanciers to again expose their birds to a low pathogenic strain of Rota when the birds are otherwise well  (so they can mount a good immune response) and the temperature and humidity are low (which seems to minimise the severity of Rota induced disease).This is of course is subject to local and state laws and regulations.

**Approximate Time Line**

Just to clarify the time line

1/ Mark advises vaccine available 3-4 months after   1/ the contracts are signed  - first the contract between ANRPB and Mark has to be signed , then the contract between Mark and LTU has to be signed, then the money has to be paid and 2/  LTU releases the final manufacturing details – we don’t even know if all this has been done . Let’s say optimistically that all this takes just 4 weeks then we have 1 month plus 3 – 4 months

In an email dated the 24th January, Dr Mark White explains

“Hi Colin. When we get the materials we would have to do our own R&D to make sure it’s all working smoothly in our hands. Hard to say how long that will take. Could be smooth, might not be. If smooth could have vaccine in 3-4 months.”

2/ In the vaccine trial we vaccinated the birds , waited a month and vaccinated again, waited another month  and drew blood which showed the birds were immune. We had drawn blood about 4 weeks earlier which showed they were not yet immune. So this means it will take 2 months after the first vaccination ( and also only after a second vaccination )before we can , with any certainty, say the birds are immune and therefore can safely mix with birds in race units from other lofts

This means it will be 3-4 months plus 1 month plus 2 months   = 6-7 months before birds are immune if everything goes well. This is July or August. The VHA starts racing in June

**Locally speaking**

On a more local level 2 fanciers within 2 km of my loft have had Rota in their lofts in the last 2 weeks. One lost 60 of 156 birds.  The other has had about half of his 80 stock birds die and deaths have just started in the racing loft. This fancier was 4th in his fed averages the last year he raced. Neither used “Poovac” last year.

Pigeon Rota Virus

**National Rota Virus Update**

**26st January 2018.**

**When will the Rota vaccine be available?**

The question everyone is asking is “When will the Rota vaccine be available?” Everything is explained below but it is principally Dr Mark White of Treidlia Biovet (who is making the vaccine ) who can answer this question most accurately. In correspondence with Mark dated the 24th January he advised that once the vaccine contracts have been signed and the final manufacturing details have been released by Latrobe University to him it will then take 3 to 4 months to have a vaccine available, if everything goes smoothly. He, however, goes on to explain that things may not run smoothly and there is the potential for delays. This means that although the exact time that a  vaccine will be available is unclear, it will be at least 3 to 4 months from now. This means that the absolute earliest a Rota vaccine will be available is May or June and it certainly has the potential to be later. Once the vaccine is available the birds will then need to be vaccinated and develop an immunity. A time line can be found at the end of this Update

My personal involvement with vaccine availability finished with the completion of the ( successful ) vaccination trials at the end of August. The matter was then in the hands of the Australian National Racing Pigeon Board (ANRPB) , Latrobe University ( LTU) and  more recently a vaccine manufacturing company, Treidlia Biovet (owned and run by Dr Mark White). In early September we were on the cusp of going to commercial production and were well on track to have a vaccine available by late 2017 or at the latest March/ April  2018. The urgent need for a vaccine was supported by the issuing of letters supporting the granting of an emergency permit by the APVMA by both the Victorian and NSW Chief Veterinary Officers.  Unfortunately it was in September that matters were derailed. How did this happen? How have we found ourselves in this situation? How has the opportunity of having a vaccine almost certainly available before racing this year apparently just disappeared?

 **What has been happening since last September?**

1/ In the 9 months from December 2016 until September 2017,  the cause of mass pigeon mortalities in Australia was diagnosed in Melbourne as a G18P Rota virus . The virus was sequenced, this sequence was compared for potential cross immunity with existing Reo and Rota vaccines both here and overseas, and it was realised that a new vaccine had to be made. LTU was engaged to do the research and development of this vaccine.  The vaccine was made and vaccine trials were successfully completed . A contract was  prepared  by LTU to the ANRPB for this work. The contract was ready for signing mid- September. It had been a busy 9 months. Once the contract was signed and payment made, the final manufacturing details would be released by LTU to Treidlia who would then make the vaccine commercially.

2/In the initial contract ready for signing in September with LTU for doing the research and development work for the vaccine, the invoice total was for $174K to be made as a single payment.  $7K was deducted from this amount because I had done the pigeon management(ie cared for the birds, drawn blood, vaccinated the birds etc ) for the vaccine trial rather than LTU staff .  This meant the amount payable was $167K. I mistakenly developed the understanding during the meetings at LTU that the Board would need to fund 1/3rd of this. The rest would be met by a linkage grant that we were “almost certain to get”. Grant Paterson organised the collection of approx. $ 60,000 in donated funds from Australian pigeon fanciers. At the completion of the vaccine trial , Caroline Bathje , a commercialisation officer at LTU advised that the initial work covered by the contract was actually “a proof of concept” and it was only subsequent research that would be eligible for consideration for a grant.

3/  I explained to Caroline that the ANRPB only had $60,000 currently available.  She asked if it would help us if the payments for $167K could be made over 3 years in 3 instalments. I thought it was a good suggestion of Caroline’s and generous of LTU. We would pay the same amount (i.e. $167K) but have longer to pay and it would make it easier for us to establish an ongoing relationship with LTU ( ie between industry and research ) for an ARC  linkage grant. Linkage grants are available to “link” research and industry where the direct results of research can be used to meet an industry’s needs. If successful, a grant from the Commonwealth government will match $2 for every $1 supplied by industry.

4/ The $60K collected by donation would be used to make the first payment. An income stream in the form of a levy  placed on vaccine sales would be generated to accrue money for the second and third payments. If insufficient money was available then  I would act as guarantor for these two annual payments  and  therefore be responsible for covering any shortfall. Once the 3 payments had been met,  money  from the levy could be made available for a linkage grant if our application was successful for further Rota research and also be available if ever there was another national issue that required funding. The annual payments would  demonstrate an ongoing relationship between LTU and the pigeon industry, which would assist in getting  a linkage grant for future Rota research.

5/ The initial contract was made out between LTU and the ANRPB. Because the Board would be paying for the research and development of the vaccine, it was anticipated that it would essentially own the vaccine. LTU, would own the technology used to make the vaccine ( ie the intellectual property or IP ). As mentioned above, once the contract had been signed and the first payment made, LTU would release the final manufacturing details to the Board. These would be passed to Mark White at Treidlia who would then commence commercial production of the vaccine on behalf of the Board.

6/ Finalising details of the contract became involved and ran on into August and threatened to stall the development of the vaccine . Dr Caroline Bathje was our contact within the commercialisation department at LTU and had been helping with contract negotiations since LTU was first approached to do the work by myself.  At this time I became frustrated  and felt that all of our expeditious work to get the vaccine project through to the commercial stage so quickly was being wasted as the weeks on contract negotiations slipped away. I spoke to Caroline Bathje and offered to pay , as an interim measure, the whole invoice for the vaccine. I saw this as a lifeline to the pigeon industry and did not want to see the process delayed through concern over money. The hope was that, with LTU being paid, they would then release the final manufacturing details to Mark so that he could commence vaccine production. I would be repaid later when the vaccine was available. Frustratingly, she explained that this was not possible.

7/Contract negotiations continued.  Stephen  Eggleton ( ANRPB chair ) would not sign the contract on behalf of the Board. This was on advice from his solicitor. Apparently there were concerns regarding the legality of the Board entering into the agreement as well as possible financial exposure. I have asked Stephen to elaborate on this.

8/  I then agreed to sign the contract on behalf of the Board to stop the impasse. The contract would be entered into with my company.  My company would make no money from this contract but, by signing, any delays associated with further contract negotiations would be avoided. The $60K would be transferred to my company and then immediately on to LTU to make the first payment. Other aspects of the contract would remain unaltered.

9/ I spoke to Caroline Bathje several times through September as contract negotiations continued. On Friday, 22 September 2017 I explained to her that I was again frustrated with delays over various matters and  advised her  that I was happy to sign the contract as proposed by LTU “as is”. In my mind there was no point in further delaying progress over matters that were comparatively quite small. On the following Monday, 25 September, Caroline emailed me and stated that the contract was being finalised. We spoke that afternoon and she was hopeful that the contract would be available for signing the next day. She stated that she was pleased that we had reached an agreement that everyone was happy with.  She also advised that I would not need to come to LTU to sign but that it could be done electronically.  So after much discussion, we had a contract that Dr Caroline Bathje (Latrobe commercialisation department), the ANRPB  and I were happy with on 25 September 2017.

10/ The contract was not ready the next day but after 3 days we were told that Caroline had been advised by her supervisor , Dr Dan Grant, that LTU’s preference was to sign with  the ANRPB being a national body and not a private company. Over the coming 4 weeks,  Stephen Eggleton repeatedly advised Dan Grant that he, on behalf of the Board did not want to sign the contract , that I was their endorsed representative and that they wanted me to sign on their behalf.

In an email   on 4 October, Stephen Eggleton  wrote,

“I had a good chat with Caroline an hour or so ago.

She is now going back to her Manager, confirming the position of the ANRPB, confirming the agreement be in the name of your entity, and to proceed (with signature) as an immediate priority.

I'm heading to the bank tomorrow to get the letter of authority arranged from myside so we can raise the Bank cheque once we have a green light.”

In a further email on 10 October, Stephen wrote

“ Dear Caroline,

We are quite perplexed over this matter. As I shared with you last week, the ANRPB Inc. is in its infancy. Recently formed with a welfare centric mandate – created specifically to develop a National Code of Practice as requested by Animal Health Australia. The ANRPB Inc has no assets, has no income stream and the Board is not in a position to accept liabilities into the future (as is required under the current contract, ~$90k).

To provide a solution – Dr Colin Walker – as a leading pigeon industry figure and industry representative has kindly stepped in to undertake the contract. The rota vaccine is urgently required. The science is done. The CVO’s are awaiting, the pigeon industry is waiting, the production house is poised, Dr Walker is ready to sign the contract, ANRPB is ready to pay the first payment (from donations from fanciers and federations) – so it’s LaTrobe now in my opinion that needs to respond here quickly. There is a duty of care on all of us now to deliver this vaccine. Many thousands of racing and fancy pigeons are at risk with the new breeding season upon us. “

Stephen was doing all he could to get the contract signed. Dan Grant repeatedly stated that it was the University’s preference to sign with a national Board rather than a private company. In his one phone call to me he explained how it would be “more prestigious”  for LTU to sign with a national board rather than a private company

11/  On 14 October, Stephen Eggleton sent out an email . He had been in negotiations with Dan Grant. He explained that the current contract was now “null and void” and that Dan Grant  had advised that “LTU was happy to explore licensing the IP to  Tredlia for a fee ($60,000 excl GST) and defined royalty steam to be negotiated.” The ANRPB would lend the donated $60,000 to Treidlia. Despite Stephen’s perseverance Dan insisted that LTU would only sign with ANRPB or failing that with Treidlia . Acting in good faith and in order to escape an apparent bottleneck in negotiations and again to get vaccine availability back on track, Stephen agreed. A new contract would be drawn up

12/At the next bi monthly Board meeting, the Board was asked to vote about the initial and the new alternative second contract. There seems to be some uncertainty between some Board members about this issue. One Board member I spoke to said that the second contract was presented as a “done deal” and Board members were asked to vote whether or not they supported Stephen Eggleton’s  and Greg Kakoschke’s ( vice chair ) decision. Another Board member however told me that that was not the case and members were asked to vote for one or other of the contracts. Either way the Board voted in support of the second contract and the next day Dan Grant was informed that there had been unanimous support within the Board for Stephen’s decision and the second contract.

13/ Stephen had always stated that he was prepared to act as Chaiman of the ANRPB for 2 years. This 2 years was now up and at the next Board meeting, Stephen Eggleton stood down. Greg Kakoschke was elected as Chairman.

14/ What no one could have predicted, including Stephen, was how long it would take to negotiate the new contract. In effect we had “gone back to square one”. Stephen and Greg  repeatedly contacted LTU as the weeks slipped by and were told by Dr Craig Patch (also an employee within the commercialization department) and Dan Grant that Rota was top priority. Mark White did not receive the draft of the new contract until 20 November. I personally wondered how long low priority matters would take. The contract outlined an initial payment of $66,000 plus 50% of all profits. A more usual figure in such contracts is 5%. Mark made some recommendations and returned the contract to LTU promptly.

15/ The new contract was not returned to Mark until 12 January 2018. Four months had been lost from September to January and with this 4 months lost (so far), the opportunity of having the vaccine available by early 2018 was gone. I will leave fanciers to imagine how I felt after all our hard work up until September. The returned contract was reviewed by Mark. LTU had agreed to most of Mark’s recommendation.

16/  As of the 26th January, contract negotiations between Dr Mark White (Treidlia Biovet Pty Ltd) and Latrobe University (LTU) have been completed and it is envisaged that contracts will soon be signed by both parties. Before this can occur the side agreement between the ANRPB and Treidlia must be organised. Once the contracts have been signed and payment made, LTU will release the  last of its manufacturing details to Mark . It remains unclear , however, whether LTU has completed the necessary work on the research and development of the manufacturing details required by Mark to commence commercial manufacture. Quite reasonably, It may be that LTU did not want to spend more money and resources on Rota while the contract negotiations were underway and no payment to them had been made. If this work has not proceeded, it may take some months to have these details available. Hopefully this work has been done and the information Mark requires is available and ready. Once Mark receives this information he can then begin the process of commercial manufacture. As advised at the start of this Update once he gets to this stage if everything goes smoothly the vaccine will be available in 3 to 4 months. During this time he will need to do his own research and development to make sure that the process works well in his hands. As, also mentioned above, there is the potential for problems and delays. My personal feeling ( and I hope that I am wrong ) is that we will be lucky, and Mark will have done an exceptional job, if the vaccine is available before the middle of the year.

17/ There are a number of ongoing contract issues. For example it remains unclear who will own the vaccine. Early on in this process, in May, on behalf of the ANRPB solicitor Charles Hider negotiated with LTU on behalf of the Board about the vaccine. These early discussions did not cover ownership of the vaccine itself but rather the ownership of the IP ( ie the technology used to make the vaccine) . Charles suggested that the Board should own part of the IP. Latrobe did not agree to Charles suggestions and insisted on owning(fully ) the IP. Just who owns the vaccine ( either the Board or Treidlia ) is still not clear. My personal feeling however Is that it should be the Board as they paid for the vaccine to be developed and organised ( through me ) its manufacture. Also the actual percentage of the royalty to be paid to the Board by Treidlia and also for how long have not been resolved. These matters are important because it will be this source of money that subsequently becomes available for Rota research and other potential national pigeon issues and as such has the potential to affect pigeon racing in Australia for certainly years and maybe decades. These matters need to be resolved before the side agreement between the Board and Treidlia can be signed. And of course the agreement in turn between Treidlia and LTU cannot be signed until this side agreement is signed. The next Board meeting is on the 6th Feb. The Board will have much to discuss. No doubt all Board members will have their input.

And so in summary the loss of 4 months  ( and with it the time we had “up our sleave’ to have a vaccine available before racing this year) centres around the logical reluctance of Stephen Eggleton to sign the first contract based on legal advice  from his solicitor and then when I offered to sign on behalf of the Board, Dr Dan Grant on behalf of LTU not signing with me ( for reasons outlined below ).

It has been very hard to sit still for 4 months and watch the likely hood of having  a vaccine available for this year’s racing just evaporate. At one point I contacted another university to see if they could do the work for us that LTU had done and, when we found they could, considered  just simply walking away from LTU, such was our frustration.  I personally don’t think that I could have done much more. I advanced the whole thing from diagnosis to  completion of the vaccine trial and preparation of the first contract,  then offered to pay for the whole thing and, when this was declined, was then happy to sign the completed contract and accept any risks associated with this on behalf of the ANRPB.

Who is Dan Grant?

Dan Grant is a pro-vice chancellor at La Latrobe University. The university’s website provides the following information. He started work there in March 2016. Latrobe has 7 pro vice chancellors and each has his/her particular area of expertise and involvement. Being a pro vice chancellor  is a bit like being the head of a department in a commercial business. Dan is the pro vice chancellor for industry engagement. His role is to engage and develop partnerships with industry. He has lectured at conferences on how to establish and maintain successful  partnerships and the importance to institutions like universities on aligning with the right industry partner. He also advises on what is the best approach for universities to take when proposing a partnership and how  university research departments can better understand the needs of industry.

With this in mind, it gives an insight into why Dan would prefer to enter into a contract with a national board and, with this not being possible, later agreed to sign with Treidlia. In Dan’s words, signing with a national board would appear more “prestigious”. Treidlia is an established vaccine manufacturing company that may offer further business opportunities. Being a retired veterinary clinician, I had little to offer LTU as a long-term partner and quite simply was not good enough (in Dan’s eyes).

In my opinion, however, when one is dealing with a highly infectious disease with a high mortality rate that is causing a painful death in a vertebrate animal at a national level and has already killed tens of thousands of birds in the last 10 months and is severely compromising the industry involved with that animal, I think other things need to be considered than whether or not the organisation that is signing the contract is the best one for the university’s interests. Anything that would delay the release of a vaccine that would solve this problem should be avoided. Obviously Dan cannot be expected to understand the pigeon industry but it was explained to him and there is no doubt that he understood the effect of his decision to not sign and insist on re- negotiation for a second contract.

The end result of what, I think, was a rather blinkered decision by Dan is that the industry that engaged Latrobe University has, in fact, been damaged.

My personal opinion is that the first contract was better. It clearly set out the amount that we had to pay, we were already in the process of applying for a linkage grant, and I feel that we could more easily budget and have money available for funding. However, by far the main advantage of the first contract was that it was done and ready for signing.

These delays will lead to the plethora of issues as set out below. Obviously Dan could not be expected to have a good understanding of the pigeon industry but as it is his job to develop and maintain relationships with industry he should be expected to have some rudimentary understanding. Unfortunately his decision not to proceed with signing the existing contract in early September just so a partner that he regarded as more suitable would sign has been very frustrating and disappointing for everyone directly involved and also the wider pigeon community. To my mind, it demonstrates  a failure to understand the industry’s needs and the nature of the situation and  has considerably damaged the industry that actually engaged LTU.

Any attempt by Latrobe to garner prestige by signing the contract with a national board has been countered by the loss of its reputation within the pigeon community. Pigeon fanciers were impressed by the rapid diagnosis and progress with  vaccine development by Latrobe researchers. However any good will has long since evaporated after dealing with the commercialisation department.

Mark White and I have discussed the ongoing research into Rota virus and feel that some other institution apart from LTU may now be better suited to do this work for us.

The impact of Dan’s decision **a**nd the resultant delays mean that-

1/More pigeons will die

2/ More birds will be permanently damaged and have their subsequent race competitiveness compromised

3/ It is now looking less likely that the vaccine will be available before racing this year  with all the issues that that entails

4/ No ANPA National show again this year?

5/People’s income compromised  -   Loss of income for squab producers as abattoirs will not process birds from lofts that have previously had Rota

* Pigeon sales by studs compromised

6/ Club incomes compromised  - ability to have squeaker sales  and one-loft races compromised

7/ The same issues that saw the Victoria Cup, Australia richest race with first prize of $100,000 abandoned last year may apply again

8/ Exporting birds- although fanciers have been asked not to export birds, there is nothing legally in place to stop them. Even though vaccinated birds may have the potential to still carry the virus, unvaccinated birds that are exported are more likely to be carrying the virus and therefore spread Rota to the world!!

9/ Commercially and genetically valuable birds imported into Australia will not be able to be protected from Rota virus

10/ Declining membership as members cannot race or show their birds

 11/ The altered royalty arrangements may result in the vaccine being more expensive for fanciers.

Fanciers’ reactions to being told that it is a possibility that a vaccine will not be available before racing have ranged from being speechless to surprise and disappointment through to frustration, annoyance right through to anger.

During the negotiations,  some other issues have come up .

A/ Apparently the Board is registered with NSW Fair Trading as a “Not for Profit” organisation and there were concerns that the proposed contract would contravene NSW Fair Trading Laws and Regulations for Not for Profit Organisations. David Walker ( ANRPB secy ) has made some enquiries  and the repayment of the $60,000 and ongoing royalties by Treidlia to the ANRPB does not contravene any requirement here.

However, the ANRPB being a “Not for profit “  makes no sense to me. The ANRPB will need ongoing cash for research  and other initiatives. This, however , is a discussion for another day.

 B/ Frustratingly it may be some time before any research can be done under the new contract. Research money has to become available primarily from royalties on vaccine sales. With no vaccine there can be no sales.  Mark White  and I have developed a list of our colleagues who run diagnostic and vaccine companies. Although they may not be able to donate money they may be able to give time and facilities. I have asked Greg to look into this. Once a vaccine does become available the amount of money generated will depend on the amount of vaccine sold, the price of the vaccine and importantly the royalty rate on sales paid to the Board.  Once money does become available there will be a time delay in applying for and getting a linkage grant . And, of course, the research work will then have to be done. We still don’t know basic things like, how long does passive immunity passed from parents to babies last, and when should those babies be vaccinated, how long does immunity last after vaccination, is there really a low pathogenic strain or is it all the same virus that is modified by local loft factors such as geographical location, temperature and humidity, loft genetics and loft health, why does the virus cause no disease in some birds and stay in the bowel and yet in others it penetrates the bowel wall and kills them? We don’t want theories here but rather facts supported by scientific results produced by evidence based research.

Through the whole of this, Dr Mark White has shown himself to be professional, reasoned and informed. I would like to thank him for his advice and guidance.

**So without a vaccine what can we expect?**

There is no reason to expect that our experience this year on the east coast will be any different from what was experienced last year on the west coast. As soon as young pigeons that have not developed their own immunity  and old birds whose immunity has waned start mixing with birds from other lofts, they will be exposed to the virus. Presumably the source will be long-term carriers that are still shedding the virus. In the west last year, approximately 40 % of flyers caught the disease in the first few weeks of racing, causing considerable disruption to the racing season.

Most of us have bred from recovered Rota virus birds this year. It is likely that some immunity from these stock birds will pass to the babies. However, typically, this passively acquired immunity tends to be very transient. We don’t know exactly how long it lasts with Rota but, as an example, with PMV we know passive immunity lasts about 6 weeks. As the youngsters’ passive immunity fades, they will become more and more vulnerable to infection. The answer, of course, was going to be to then vaccinate them. With this now not being a certainty, the only other (unpalatable) option is going to be for fanciers to again expose their birds to a low pathogenic strain of Rota when the birds are otherwise well  (so they can mount a good immune response) and the temperature and humidity are low (which seems to minimise the severity of Rota induced disease).This is of course is subject to local and state laws and regulations.

**Approximate Time Line**

Just to clarify the time line

1/ Mark advises vaccine available 3-4 months after   1/ the contracts are signed  - first the contract between ANRPB and Mark has to be signed , then the contract between Mark and LTU has to be signed, then the money has to be paid and 2/  LTU releases the final manufacturing details – we don’t even know if all this has been done . Let’s say optimistically that all this takes just 4 weeks then we have 1 month plus 3 – 4 months

In an email dated the 24th January, Dr Mark White explains

“Hi Colin. When we get the materials we would have to do our own R&D to make sure it’s all working smoothly in our hands. Hard to say how long that will take. Could be smooth, might not be. If smooth could have vaccine in 3-4 months.”

2/ In the vaccine trial we vaccinated the birds , waited a month and vaccinated again, waited another month  and drew blood which showed the birds were immune. We had drawn blood about 4 weeks earlier which showed they were not yet immune. So this means it will take 2 months after the first vaccination ( and also only after a second vaccination )before we can , with any certainty, say the birds are immune and therefore can safely mix with birds in race units from other lofts

This means it will be 3-4 months plus 1 month plus 2 months   = 6-7 months before birds are immune if everything goes well. This is July or August. The VHA starts racing in June

**Locally speaking**

On a more local level 2 fanciers within 2 km of my loft have had Rota in their lofts in the last 2 weeks. One lost 60 of 156 birds.  The other has had about half of his 80 stock birds die and deaths have just started in the racing loft. This fancier was 4th in his fed averages the last year he raced. Neither used “Poovac” last year.