



Appendix 1 PHE Scientific Framework Agreement Order Form**FROM**

Participating Authority:	Defra on behalf of APHA – Animal and Plant Health Agency (the Customer)
Service address:	As specified on the individual APHA Purchase Order. All APHA locations, as detailed on the APHA website: https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about/access-and-opening
Invoice address:	SSCL AP, Defra, PO Box 790, Newport, Gwent NP10 8FZ. Following Delivery of the Goods, the Contractor shall invoice the Customer. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods supplied in the invoice period.
Authorised Representative:	
Order number:	To be quoted on all correspondence relating to this Order: Project 31803
Order date:	On an “as-used” basis

TO

Supplier:	Illumina Cambridge Ltd
For the attention of: E-mail: Telephone number:	
Address:	19 Granta Park, Cambridge, CB21 6DF

1. GOODS AND/OR SERVICES REQUIREMENTS**(1.1) Goods and/or Services [and deliverables] required:**

Individual Purchase Orders will be raised on an “as-used” basis from multiple APHA locations up to a maximum spend of £531,607.68 during the contract period. Spend over and above this amount will not be permitted without prior written consent from the Customer.

Description	Product Code	Unit	Annual Volume	Framework Price	Annual Value
MiSeq® Reagent Kit v3 (600 cycle)	MS-102-3003	Each	█	█	█
Nextera® XT DNA Sample Preparation Kit (96 Samples)	FC-131-1096	Each	█	█	█
Nextera® XT Index Kit v2 Set D (96 indexes, 384 samples)	FC-131-2004	Each	█	█	█
NextSeq 500/550 High Output Kit v2.5 (300 Cycles)	20024908	Each	█	█	█
NextSeq 500/550 Mid Output Kit v2.5 (300 Cycles)	20024905	Each	█	█	█
Nextera® XT Index Kit v2 Set A (96 indexes, 384 samples)	FC-131-2001	Each	█	█	█
Nextera® XT Index Kit v2 Set B (96 indexes, 384 samples)	FC-131-2002	Each	█	█	█
Nextera® XT Index Kit v2 Set C (96 indexes, 384 samples)	FC-131-2003	Each	█	█	█
MiSeq® Reagent Kit v2 (300 cycle)	MS-102-2002	Each	█	█	█
					£531,607.68

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

Payment will be made once delivery has been received by APHA and on the production of valid invoice.

(1.2) Goods delivery date and/or Service Commencement Date:

This Call-Off Order to commence on 20/11/2020.

(1.3) Price payable by Customer and payment profile:

As detailed in Table at 1.1.

The prices shall apply for the period from 20/11/2020 to 19/11/2021.

The prices are taken from the PHE framework (Ref No 2415) which are maximum and shall not be exceeded without prior written agreement from the Customer.

(1.4) Completion date (including any extension period or periods):

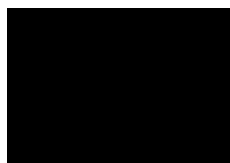
The Customer may extend the term of the Contract until 19/11/2023 ("**Extension**"). The terms of the Contract will apply throughout the period of any Extension.

2 ADDITIONAL REQUIREMENTS**(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:**

N/A

(2.2) Variations to Call-off Terms and Conditions:

The amendments to the PHE Framework Call-off Terms and Conditions for the Supply of Goods as agreed between Illumina Cambridge Ltd and PHE.

**3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]****(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:**

As indicated in Supplier details on Page 2.

(3.2) Performance standards:

The Contractor shall be managed by APHA's Contract Management Team, and, if required, will review and discuss any issues that arise during the contract period.

(3.3) Location(s) at which the Services are to be provided:

As specified on the individual APHA Purchase Order.

All APHA locations, as detailed on the APHA website:

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about/access-and-opening>

(3.4) Quality standards:

Performance Management Framework and KPI's are detailed in Annex A.

(3.5) Contract monitoring arrangements:

For the avoidance of doubt, the service provided under the Order Form will be fed back to PHE to inform performance under PHE Framework 2415- Lots 1 and 2.

(3.6) Management Information and meetings

N/A

4. CONFIDENTIAL INFORMATION**(4.1) The following information shall be deemed Confidential Information:**

N/A

(4.2) Duration that the information shall be deemed Confidential Information:

N/A

Acceptance of the award of this Order Form will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Order Form must be made **within 7 days** from the date of this award and the agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("**Bravo**").

No other form of acknowledgement will be accepted.

BY ACCEPTING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Authority to provide to the Customer the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Contract that are set out in the Framework Agreement entered into by the Contractor and Public Health England (PHE) running from 01/08/2016 to 31/01/2021.

ANNEX A**Performance Management Framework (including Key Performance Indicators and Service Credits)**

- 1.1 As part of the Authority's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.
- 1.2 The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.
- 1.3 Key Performance Indicators (KPIs) are essential in order to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.
- 1.4 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 1.5 The Authority shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Contractor to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.
- 1.6 The KPIs for this Contract are set out at below.

Service Credit Principles

- 1.7 The use of service credits is governed by the following principles:
- 1.8 Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.
- 1.9 The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.
 - KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure
 - KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure
 - The maximum annual service credit to be applied will be no more than 10% of the total annual contract value per Contractor.

- 1.10 The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.

Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.

Key Performance Indicators				
KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Customer Service	Early indication of any issues that may affect delivery timescales to be notified to APHA (Customer) via email. The Supplier shall respond to queries within one (1) Working Day of contact from the Customer. The response shall provide the Customer with either a suitable resolution within two (2) Working Days or agree a timescale for when the issue shall be resolved.	Notification of issues affecting delivery timescales. Responses and resolution timescales are met.	100%	1
KPI 2 Delivery	Contractor delivers Goods to the agreed date on the Purchase Order.	Delivery against agreed timescales.	100%	2
KPI 3 Quality	The product is accepted as suitable by APHA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the specification.	100%	1