
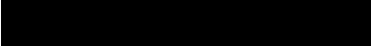


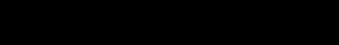

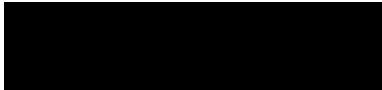


**Appendix 1****National Microbiology Framework Agreement  
Order Form****FROM**

<b>Authority:</b>	Defra on behalf of APHA – Animal and Plant Health Agency (the Customer)
<b>Invoice address:</b>	<p>SSCL, Defra Procure to Pay, PO Box 790, Newport, Gwent NP10 8FZ.  <a href="mailto:apinvoices-aph-u@gov.sscl.com">apinvoices-aph-u@gov.sscl.com</a></p> <p>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.</p>
<b>Contract Manager:</b>	Name:  Phone:  E-mail: 
<b>Procurement lead</b>	Name:  Phone:  E-mail: 
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: C26606

**TO**

<b>Supplier:</b>	Thermo Fisher Diagnostics Ltd
<b>Contract Manager:</b>	
<b>Name and address for notices:</b>	Thermo Fisher Scientific, Wade Road, Basingstoke, Hampshire, RG24 8PW, United Kingdom

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	(only applicable if one or more boxes are checked)
	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>
	2. TUPE on exit	<input type="checkbox"/>
	3. Different levels and/or types of insurance	<input type="checkbox"/>
	4. Induction training for Services	<input type="checkbox"/>
	5. Further Authority obligations	<input type="checkbox"/>
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>
	7. Inclusion of a Change Control Process	<input checked="" type="checkbox"/>
	8. Authority step-in rights	<input type="checkbox"/>
	9. Guarantee	<input type="checkbox"/>

	10. Termination for convenience	<input type="checkbox"/>
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>
	12. Time of the essence (Goods)	<input type="checkbox"/>
	13. Time of the essence (Services)	<input type="checkbox"/>
	14. Specific time periods for inspection	<input type="checkbox"/>
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>
	17. Expert Determination	<input type="checkbox"/>
	18. Consigned Goods	<input type="checkbox"/>
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>
	20. Management Charges and Information	<input type="checkbox"/>
	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>
	22. Buffer stock requirements	<input type="checkbox"/>
	23. Modern slavery	<input checked="" type="checkbox"/>
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.		<input checked="" type="checkbox"/> (only applicable if this box is checked)

**1. CONTRACT DETAILS****(1.1) Commencement Date:** 08/10/2024**(1.2) Services Commencement Date (if applicable):** n/a**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

£31,545.07

**(1.4) Term of Contract:**

One (1) year contract from 08 October 2024 – 08 October 2025

**(1.5) Term extension options:**

None

**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

The requirement is for the supply of Sensititre Minimum Inhibitory Concentration (MIC) equipment to APHA (shown below)

Item	Item Description	UOM	Pack Size	Tender Lot	Expected Qty		UOM Price	Total Price
YV3011	NEPHELOMETER	EA	1 STÜCK		1			
YV3020	SENSITITRE AIM	EA			1			
YV2021	VIZION	EA			1			
YSW4000GBL	SWIN PC Global Kit	EA			1			
Y6100310SR	SWIN PC With 3.4.7 PC Replacement	EA			1			
							<b>Total</b>	<b>£31,545.07</b>

Fisher Scientific UK Limited have agreed for a FAS (Field application specialist) to assist with installation. Warranty is for (12) twelve months from installation.

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.

**(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:**

As specified on the individual APHA Purchase Order. Delivery is to be made to APHA Starcross, Staplake Mt, Starcross, Exeter EX6 8PE.

**(2.3) Key personnel of the Supplier to be involved in the Goods / Services:**

As indicated in Supplier details on Page 1.

**(2.4) 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.

**(2.5) Quality standards:**

Performance Management Framework and KPIs are detailed in Annex A.

**(2.6) Contract monitoring arrangements:**

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

**(2.7) Management information and meetings:**

N/A

**3. CONFIDENTIAL INFORMATION (if applicable)**

**(3.1) The following information shall be deemed Confidential Information:**

N/A

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

N/A

**4. DATA PROCESSING (if applicable)**

**(4.1) Personal Data to be processed by the Supplier:**

N/A

**5. LEASE / LICENSE (if applicable)**

**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

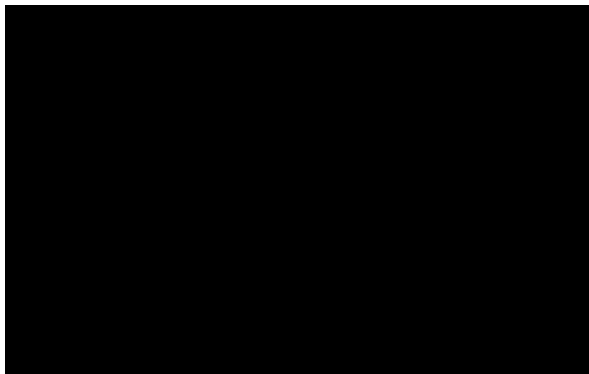
Acceptance of the award of this Order Form will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

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 ("Atamis").

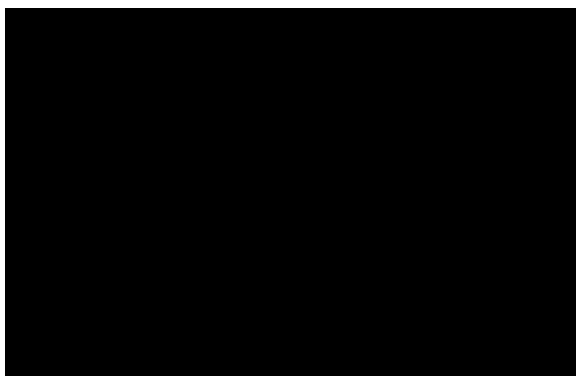
No other form of acknowledgement will be accepted.

**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 UK Health Security Agency (UKHSA) running from 01/08/24 – 31/01/26.

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## **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 KPIs 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 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 three per cent (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 five per cent (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 ten per cent (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.

- 1.11 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.
- 1.12 The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

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	Delivery to be made within Two (2) weeks of receipt of PO?	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