

PHE Scientific Framework Agreement Order Form

FROM

Participating Authority:	Defra on behalf of APHA – Animal and Plant Health Agency (the Customer)
Service address:	APHA Woodham Lane New Haw, Addlestone Surrey KT15 3NB
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:	[REDACTED]
Order number:	To be quoted on all correspondence relating to this Order: Project 27158
Order date:	29/08/19

TO

Supplier:	Illumina Cambridge Ltd
For the attention of: E-mail: Telephone number:	[REDACTED]
Address:	19 Granta Park Great Abington Cambridge Cambridgeshire CB21 6DF United Kingdom

1. GOODS AND/OR SERVICES REQUIREMENTS

(1.1) Goods required:

One (1) Illumina NextSeq 550 Sequencing System

(1.2) Goods delivery date:

APHA requires the Goods to be delivered (to the address detail at section 3.3) within one (1) month from receipt of an official APHA purchase order.

(1.3) Price payable by Customer and payment profile:

Catalogue Number	Product Description	Quantity	Total Price
SY-415-1002	NextSeq 550 Sequencing System 	1	£196,529.41

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.

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

This call-off order will expire on delivery of the Goods.

2 ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:

The Goods supplied by the Contractor shall have a one (1) year warranty period from the date of delivery. This includes all parts, labour, breakdown call-outs and servicing.

(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 on 27/09/2017.



Illumina Addendum
FINAL - 27 Sept 2017

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:

All deliveries shall be made to Central Stores:

Attn: [REDACTED]
Central Stores
APHA Weybridge
Woodham Lane
New Haw
Surrey
KT15 3NB

Authority Representative (Contact name on site): [REDACTED]

Contact number on site: [REDACTED]

(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- Lot 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 31/07/2020.

Annex A

Performance Management Framework (including Key Performance Indicators (KPIs 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.
- 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 Rating	Credit
KPI 1 Delivery	Equipment shall be delivered to APHA within one (1) month of receipt of an official purchase order.	Delivery against agreed timescales	100%	1	
KPI 2 Quality	The Equipment is accepted as suitable by APHA and performs to the manufacturer's specifications.	The Equipment meets the required standards as stated in the manufacturer's specification.	100%	1	