

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

Authority:	Defra on behalf of APAH – Animal and Plant Health Agency (the Customer)
Invoice address:	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Defra [REDACTED]</p> <p>Alternatively, you may post to:</p> <p>Shared Services Connected Limited</p> <p>PO Box 790, Phoenix House Celtic Springs Business Park, Newport, Gwent, NP10 8FZ.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</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.</p> <p>Invoices not containing the correct Purchase Order number will mean we are unable to process them and they will be returned to you.</p>
Contract Manager:	[REDACTED]
Secondary Contact: eg. business operational contact, project manager	[REDACTED]
Name and address for notices:	<p>[REDACTED]</p> <p>Address: APHA Woodham Lane</p>

	New Haw, Addlestone Surrey KT15 3NB
Internal reference (if applicable):	P29896 to be quoted on all correspondence relating to this Order Form:

TO

Supplier:	Oxford Nanopore Technologies plc
Contract Manager:	[REDACTED]
Secondary Contact:	N/A
Account Manager:	[REDACTED]
Name and address for notices:	[REDACTED] Address: Oxford Nanopore Technologies plc Gosling Building Edmund Halley Road Oxford Science Park OX4 4DQ

Applicable terms and conditions

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

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix D	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))
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix G	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))
Appendix H	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	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

	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:**

Delivery of the Goods is required by 31st March 2023.

(1.2) Services Commencement Date (if applicable):

N/A

(1.3) Contract Price ((i) breakdown and (ii) payment profile):

The pricing is valid for the initial purchase as detailed in the table below:

Product	Description	Unit Price (£)
GridION Sequencer	<div> <div></div> Flow Cell Wash Kit; EXP-WSH004 <div></div> Control Expansion; EXP-CTL001 <div></div> GridION Mk1 Sequencing Device - Loan Device (12 months); GRD-X5B003LOAN <div></div> Assurance; ASSURANCE Software Licence & Device warranty - GridION; SLW12MG <div></div> Flow Cell (R10.4.1); FLO-MIN114.001 <div></div> Native Barcoding Kit 24 V14; SQK-NBD114.24 </div>	

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

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

Subject to funding approval, the purchase of additional consumables (flow cells and native barcoding kits) and/or optional extension for the provision of an annual service and maintenance agreement may be exercised to meet business requirement. Any additional Goods and/or Services purchased will be made under UK HSA Microbiology Framework (reference 5657) and apply with the pricing arrangements as set out in the Framework.

(1.4) Term of Contract:

This call-off contract will run from the Award Date (this is the date both parties have confirmed agreement to these Contract Particulars via Defra's e-sourcing system, Atamis) to 23/02/2024

(1.5) Term extension options:

The contract will commence on the day it is accepted by both parties on Atamis and The Customer may extend the term of the Contract by up to three (3) Years until 23/02/2027 ("Extension"). The terms of the Contract will apply throughout the period of any Extension.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

As detailed in Table at 1.3.

The prices are taken from the UK HSA National Microbiology Framework (Ref No 5657) which are maximum and shall not be exceeded without prior written agreement from the Customer.

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

APHA
Woodham Lane
New Haw, Addlestone
Surrey
KT15 3NB

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

N/A

(2.4) Performance standards:

KPI's are detailed in Annex A.

(2.5) Quality standards:

The product is accepted as suitable by APHA and performs to the manufacturer's specifications.

(2.6) Contract monitoring arrangements:

For the avoidance of doubt, the service provided under the Order Form will be fed back to UK HSA to inform performance under UK HSA Framework 5657.

(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:

In accordance with the Data Protection Protocol.

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 (UK HSA) running from 23/04/2021 to 22/04/2023.

Annex A

Order Specific Key Provisions

1. Introduction

This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form.

2. Performance Management

2.1 Key Performance Indicators (KPI's)

2.1.1 As part of the Authority's continuous drive to improve the performance of all Contracts, the Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the contractor's performance of contract responsibilities. 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.

2.1.2 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.

2.1.3 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.

2.1.4 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.

2.1.5 The KPIs for this Contract are set out at Table 1.

2.2 Service Credit Principles

The use of service credits is governed by the following principles:

2.2.1 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.

2.2.2 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.

2.2.3 The maximum annual service credit to be applied will be no more than 10% of the total annual contract value.

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

2.2.5 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.

2.2.6 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.

TABLE 1

Key Performance Indicators

KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Delivery	The Equipment is to be Delivered by 31/03/2023.	Delivery against agreed timescales	100%	1
KPI 2 Quality	The Goods are accepted as suitable by APHA and performs to the manufacturer's specification.	The Equipment meets the required standards as stated in the Specification of Requirements	100%	1
KPI 3 (ONLY APPLICABLE IF SERVICE OPTION IS ACCEPTED BY THE AUTHORITY FOLLOWING WARRANTY PERIOD) Service Delivery	The Contractor shall: 1. Provide a helpline telephone number and email for use during working hours. 2. Schedule (with agreement from the Customer) annual servicing of Equipment. 3. Provide all Repair Parts.	The Contractor shall meet the requirements as detailed in the Specification of Requirements.	100%	1

	4. Provide service reports/certificates within two (2) Working Days of service. 5. Provide essential Equipment modifications as determined by the Contractor at no additional charge.			
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--

Authority Signature:

Supplier Signature: