

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

Authority:	Defra on behalf of APHA – Animal and Plant Health Agency (the Customer)
Invoice address:	Post: Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. [REDACTED] 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. Invoices not containing the correct Purchase Order number will mean we are unable to process them and they will be returned to you.
Contract Manager:	[REDACTED]
Secondary Contact: eg. business operational contact, project manager	N/A
Customer Lead:	[REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Woodham Lane New Haw Addlestone Surrey, KT15 3BN

Internal reference (if applicable):	37490 to be quoted on all correspondence relating to this Order Form:
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TO

Supplier:	Qiagen Ltd
Contract Manager:	[REDACTED]
Secondary Contact:	N/A
Account Manager:	[REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Citylabs2.0, Hathersage Road, Manchester, M13 0BH

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	☐ (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	☐ (only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	☐ (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	☐ (only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	☐ (only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	☐ (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	(only applicable if one or more boxes are checked)
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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	☐	
	7. Inclusion of a Change Control Process	☒	
	8. Authority step-in rights	☐	
	9. Guarantee	☐	
	10. Termination for convenience	☐	
	11. Pre-Acquisition Questionnaire	☐	
	12. Time of the essence (Goods)	☐	
	13. Time of the essence (Services)	☐	
	14. Specific time periods for inspection	☐	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	☐	
	16. Right to terminate following a specified number of material breaches	☐	
	17. Expert Determination	☐	
	18. Consigned Goods	☐	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	☐	
	20. Management Charges and Information	☐	
	21. COVID-19 related enhanced business continuity provisions	☐	
	22. Buffer stock requirements	☐	
	23. Modern slavery	☒	
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.			☒ (only applicable if this box is checked)

1. CONTRACT DETAILS**(1.1) Commencement Date:**

01/01/2023

(1.2) Services Commencement Date (if applicable):

N/A

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

Purchase Orders will be placed by APHA up to a maximum spend of £ 511,676.04 ex Vat during the initial Contract period. Spend over and above this amount will not be permitted without prior written consent from the Customer.

The pricing is valid for the initial contract term (01/01/2023 to 31/12/2024).

Scheduled Deliveries for APHA Virology from 01/01/2023 to 31/12/2023

Catalogue No.	Product	Price per Kit (ex. VAT)	Annual Volume	Delivery Schedule	Value
210215	QIAGEN OneStep RT-PCR Kit (1000)				
204556	QuantiFast Probe RT-PCR+ROXvial Kit(2000)				
208356	Quantinova Probe RT-PCR kit (2500)				
52904	QIAamp Viral RNA Mini Kit (50)				
TOTAL COST OF SCHEDULED DELIVERIES					

Scheduled Deliveries for APHA Surveillance and Laboratory Services Department (SLSD) from 01/01/2023 to 31/12/2023

Catalogue No.	Product	Price per Kit (ex. VAT)	Annual Volume	Delivery Schedule	Value
210215,	QIAGEN OneStep RT-PCR Kit (1000)				
204556	QuantiFast Probe RT-PCR+ROXvial Kit(2000)				
208356	Quantinova Probe RT-PCR Kit (2500)				
52904	QIAamp Viral RNA Mini Kit (50)				
206243	Type-it Microsatellite PCR Kit (200)				
TOTAL COST OF SCHEDULED DELIVERIES					

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) Term of Contract:

This Call-Off Order to commence on 01/01/2023, for a period of twenty-four (24) months to 31/12/2024 (the initial Contract period).

(1.5) Term extension options:

The Customer may extend the term of the Contract by up to three (3) Years, until 31/12/2027 ("**Extension**"). The terms of the Contract will apply throughout the period of any Extension.

Pricing for any extension is capped at Consumer Price Index (CPI).

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

As detailed in Table at 1.3.

The prices shall apply for the period from 01/01/2023 to 31/12/2024.

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:

As specified on the individual APHA Purchase Order.

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

N/A

(2.4) Performance standards:

KPI's and the Performance Management Framework 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 ("**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 UK Health Security Agency (UK HSA) running from 23/04/2021 to 22/04/2023.

Annex A

Order Specific Key Provisions

1. Introduction

- 1.1 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 Framework (including Key Performance Indicators)

- 2.1 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. 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.

The KPIs for this Contract are set out at Annex A.

3. **Key Performance Indicators (KPI's)**

KPI	Description	Measure	KPI Target
KPI 1 Customer Service	Early indication of any issues that may affect delivery timescales to be notified via email. The Contractor shall respond to queries within one (1) Working Day of contact from the Customer. The responses 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%
KPI 2 Delivery	Goods shall be Delivered in accordance with the Purchase Orders.	Delivery against agreed timescales	100%
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%