



- Appendix 1

National Microbiology Framework Agreement Order Form

FROM

Authority:	Defra on behalf of EA – Environment Agency (the Customer)
Invoice address:	<p>Post:</p> <p>SSCL Environment Agency PO BOX 797 Newport Gwent NP10 8FZ</p> <p>Email: APinvoices-ENV-U@gov.ssd.com</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> <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:	
Secondary Contact: eg. business operational contact, project manager	N/A
Procurement lead	
Name and address for notices:	 Address: NLS Environment Agency Starcross Laboratory

	Staplake Mount Starcross Exeter EX6 8FD
Internal reference (if applicable):	33642 to be quoted on all correspondence relating to this Order Form:

TO

Supplier:	ThermoFisher Scientific (Life Technologies)
Contract Manager:	[REDACTED]
Secondary Contact:	Name: Phone: E-mail:
Account Manager:	Name: Phone: E-mail:
Name and address for notices:	[REDACTED] Address: 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF

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	(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	<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 checked="" 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 checked="" 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:**

10/08/2021

(1.2) Services Commencement Date (if applicable):

N/A

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

Individual Purchase Orders will be raised on an “as-used” basis from multiple EA locations up to a maximum spend of £800,000.00 during the contract period. Spend over and above this amount will not be permitted without prior written consent from the Customer.

Product Code	Product	Pack size	PHE Price	Estimated Annual Usage	Estimated Annual Value
4305719	Taqman Mastermix	10 x5ml	██████	120	██████
95040470	Plate Thermo Scientific Deep Well for Kingfisher Flex	50	██████	1260	██████
97002610	Kingfisher Flex 24 Deep Well tip comb an	50	██████	180	██████
4343370	Microamp optical 384 Well reaction plate.	1000	██████	12	██████
4311971	Microamp Optical Adhesive Film	100	██████	120	██████
4316032	Taqman MgB Probe 50,000 picomoles	50000pmoles	██████	200	██████
AB0558	Abgene Adhesive PCR Plate Seals	100	██████	720	██████
					██████

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

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

(1.4) Term of Contract:

This Call-Off Order to commence on 10/08/2021, for a period of twelve (12) months to 09/08/2022.

(1.5) Term extension options:

The Customer may extend the term of the Contract by up to twelve (12) months, until 09/08/2023 ("**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 shall apply for the period from 10/08/2021 to 09/08/2022.

The prices are taken from the PHE National Microbiology Framework Lot 2 (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 EA Purchase Order.

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

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

(2.4) Performance standards:

KPI's are detailed in Annex A.

(2.5) Quality standards:

The product is accepted as suitable by EA 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 PHE to inform performance under PHE Framework 5657- Lot 2.

(2.7) Management information and meetings:

Quarterly Contract Performance review meeting will be required in accordance with clause 8 of the Call-off Terms and Conditions for the Supply of Goods and the Provision of Services (as detailed below).

Two weeks prior to each review meeting the Supplier shall provide a written contract management report to the Authority regarding the supply of Goods, the provision of the Services

and the operation of this Framework Agreement.

The Contract Management report shall contain:

- details of the performance of the Supplier under this Framework Agreement and any Contracts when assessed in accordance with the KPIs, as relevant to the Framework Agreement and any Contracts, since the last such performance report;
- details of any complaints by Participating Authorities in relation to the supply of Goods or the provision of the Services, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;
- the information specified in the Specification and Tender Response Document as being relevant to the operation of this Framework Agreement;
- a status report in relation to the implementation of any current Remedial Proposals by either Party; and
- such other information as reasonably required by the Authority.

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 Public Health England (PHE) 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.

Key Performance Indicators

KPI	Description	Measure	KPI Target
KPI 1 Customer Service	<p>Early indication of any issues that may affect delivery timescales to be notified to EA (Customer) via email.</p> <p>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.</p>	<p>Notification of issues affecting delivery timescales.</p> <p>Responses and resolution timescales are met.</p>	100%
KPI 2 Delivery	Contractor delivers Goods to the agreed date on the Purchase Order.	Delivery against agreed timescales.	100%
KPI 3 Quality	The product is accepted as suitable by EA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the specification.	100%