




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

Authority:	Defra on behalf of EA – Environment 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: APinvoices-DEF-U@gov.sscl.com</p> <p>Alternatively, you may post to: Environment Agency PO Box 797 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:	
Secondary Contact: eg. business operational contact, project manager	
Name and address for notices:	<p>Name: </p> <p>Address: Environment Agency Staplake Mount, Starcross, Exeter, EX6 8FD</p>

Internal reference (if applicable):	36187 to be quoted on all correspondence relating to this Order Form:
--	---

TO

Supplier:	Promega UK Ltd
Contract Manager:	[REDACTED]
Secondary Contact:	N/A
Account Manager:	[REDACTED]
Name and address for notices:	<p>Name: [REDACTED]</p> <p>Address: Promega UK Ltd 2 Benham Road, Southampton Science Park, Chilworth, Hampshire, SO16 7QJ</p>

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 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):

Catalogue No.	Product	Price (ex. VAT)	Annual Volume	Value
CE1304	Spectrum Compact CE System, 4-Capillary	██████████	1	██████████
CE1307	Spectrum Compact Starter Kit	██████████	1	██████████
S3111	Spectrum Compact Instrument Training	██████████	1	██████████
Total Cost				██████████

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

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

(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 31st March 2024.

(1.5) Term extension options:

N/A

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:

As specified on the individual EA Purchase Order.

(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 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 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.

Authority Signature:

Supplier Signature:

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. Key Performance Indicators (KPI's)

KPI	Description	Measure	KPI Target
KPI 1 Delivery	The Equipment is to be Delivered by 31/03/2023.	Delivery against agreed timescales	100%
KPI 2 Quality	The Equipment is accepted as suitable by the EA and performs to the manufacturer's specification.	The Equipment meets the required standards.	100%
KPI 3 Training	The training is provided.	Training is provided to EA staff by the date agreed with the EA.	100%