

Appendix 1

National Microbiology Framework Agreement
Order Form

FROM

Authority:	Defra on behalf of EA – Environment Agency (the Customer)
Invoice address:	<p>Post: Post:</p> <p>SSCL Environment Agency PO BOX 797 Newport Gwent NP10 8FZ</p> <p>Email: APinvoices-ENV-U@gov.sscl.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:	<div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 180px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 400px; height: 15px;"></div>
Secondary Contact: eg. business operational contact, project manager	N/A
Procurement lead	<div style="background-color: black; width: 180px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 180px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 300px; height: 15px;"></div>
Name and address for notices:	<p>Name: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div></p> <p>Address: NLS Environment Agency Starcross Laboratory Staplake Mount</p>

	Starcross Exeter EX6 8FD
Internal reference (if applicable):	34792 To be quoted on all correspondence relating to this Order Form:

TO

Supplier:	Illumina Cambridge Ltd
Contract Manager:	<div>████████████████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████</div> <div>██████</div> <div>████████████████</div>
Secondary Contact:	Name: Phone: E-mail:
Account Manager:	Name: as above Phone: E-mail:
Name and address for notices:	<div>████████████████</div> Address: Illumina Cambridge Ltd, 19 Granta Park, Great Abington, Cambridge, CB21 6DF, United Kingdom.

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 checked="" 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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>	2. TUPE on exit	<input type="checkbox"/>	3. Different levels and/or types of insurance	<input type="checkbox"/>	4. Induction training for Services	<input type="checkbox"/>	5. Further Authority obligations	<input type="checkbox"/>	(only applicable if one or more boxes are checked)
1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>											
2. TUPE on exit	<input type="checkbox"/>											
3. Different levels and/or types of insurance	<input type="checkbox"/>											
4. Induction training for Services	<input type="checkbox"/>											
5. Further Authority obligations	<input type="checkbox"/>											

	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 checked="" 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:**23rd December 2021**(1.2) Services Commencement Date (if applicable):**

Within one week of delivery date.

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

An individual purchase order will be raised by the EA for:

Catalogue number	Description	Quantity	Discounted Unit price
SY-410-1003	MiSeq System The MiSeq System is an Integrated system for automated generation of DNA clonal clusters by bridge amplification, sequencing, primary and secondary analysis. System includes embedded touchscreen monitor and oninstrument computer, dual surface imaging capability, MiSeq Software Suite, installation kits and standards, installation and training, and 12 months warranty (including parts and labor).	1	£75,142.62

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 23rd December 2021, for a period of twelve (12) months (to cover the warranty period) following delivery of Equipment which is estimated to be 4th March 2022, thereby ending 3rd March 2023.

(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 shall apply for the period from 23rd December 2021 until 3rd March 2023.

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:

No MI required. No review meetings required. Contract Management will be undertaken as and when necessary during the contract period.

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 07/01/22 to 03/03/23.

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%

