

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>Shared Services Connected Limited (For EA SSCL): PO Box 797, Newport, Gwent, NP10 8FZ.</p> <p>Email: [REDACTED]</p> <p>Following satisfactory delivery and installation (and training where required by the customer) of the Goods, the Contractor shall issue separate invoices for individual Purchase Order(s).</p> <p>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:	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Secondary Contact: e.g. business operational contact, project manager	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Customer Lead (National Monitoring Laboratory, Starcross):	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Customer Lead (National Fisheries Laboratory, Brampton):	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>

Name and address for notices:	Name: [REDACTED] Address: National Monitoring – Monitoring Laboratories, Environment Agency, Starcross Laboratory, Staplake Mount, Starcross, Exeter EX6 8FD
Internal reference (if applicable):	C23013 to be quoted on all correspondence relating to this Order Form.

TO

Supplier:	Illumina Cambridge Ltd
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager (Starcross Laboratory):	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager (Brampton Laboratory):	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: 19, Granta Park, Illumina Centre, Cambridge, CB21 6DF

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	Applicable to this Contract
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:**

14th February 2024.

(1.2) Services Commencement Date (if applicable):

Delivery and installation of equipment is required on 13th March 2024, when the 12-month warranty shall commence.

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

Purchase Orders will be placed by EA up to a maximum spend of £[REDACTED] ex Vat during the initial Contract term.

The supplier pricing on the Framework Agreement is fixed for 12 months from 23rd April 2023 to 22nd April 2024. The Framework duration is from 23 April 2021 – 22 April 2023, with a 24-month optional extension, expiring 22 April 2025.

Goods to be supplied:

Item No.	Catalogue Number	Product Description	Qty	Warranty Period	Framework Price
1	20038898	NextSeq 1000 Sequencing System	1	12	£[REDACTED]
2	SY-410-1003	MiSeq® System	1	12	£[REDACTED]
Total Cost					£[REDACTED]

These prices are taken from the UK HSA National Microbiology Framework (Ref No 5657).
All prices are exclusive of VAT.
All prices are shown in £ Sterling (GBP).

On acceptance of this Order Form, the Customer will raise individual Purchase Orders (POs) for the Goods detailed in Section 1.3. Following satisfactory delivery and installation (and training where required by the customer) of the Goods, the Contractor shall issue separate invoices for individual Purchase Order(s).

(1.4) Term of Contract:

This Call-Off Order to commence on 14th February 2024, for a period of one (1) year and one (1) month to 13th March 2025 (the initial Contract period).

(1.5) Term extension options:

The Customer reserves the right to apply an Optional 2-year extension period from 14th March 2025 to 13th March 2027 ("**Extension**") for up to £[REDACTED] worth of related equipment on the sole basis that the Contractor continues to provide related equipment on Lot 2 of this Framework and that direct award justification can be provided as per the terms of this framework.

The extension period shall be subject to budget availability, governance approvals, and agreement to Consumer Price Increase ("CPI") controls in line with inflation but no more than a [REDACTED]% increase.

Any extension period shall be made at the agreement of both parties, and shall be subject to the above terms and conditions being met.

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:****1.1 Goods to be delivered and installed on 13th March 2024:**

Item No.	Catalogue Number	Product Description	Qty	Warranty Period	Framework Price
1	20038898	NextSeq 1000 Sequencing System	1	12	£[REDACTED]
2	SY-410-1003	MiSeq® System	1	12	£[REDACTED]

1.2 Deliveries shall be made to the following locations for the following goods:

Item 1: National Monitoring – Monitoring Laboratories

Environment Agency
Starcross Laboratory
Staplake Mount
Starcross
Exeter
EX6 8FD
Tel: [REDACTED]

Equipment to be delivered and installed: One (1) NextSeq 1000 Sequencing System

Item 2: National Monitoring – Monitoring Laboratories

Environment Agency
National Fisheries Laboratory
Bromholme Lane
Brampton
PE28 4NE

Tel: [REDACTED]

Equipment to be delivered and installed: One (1) MiSeq® System.

All deliveries shall be made within the Working Hours of 10am – 4pm Monday to Friday (excluding Public Holidays).

All deliveries shall require five (5) working days' notice to the respective site, prior to delivery, such that suitably qualified staff are available to take delivery and move the Goods to safe intermediate storage prior to installation. Failure to do so will result in rejection of delivery, and re-delivery shall be at the expense of the Contractor.

The Contractor shall provide Pallet Numbers and the details of the consignment to the Authority's relevant delivery site prior to delivery i.e., the number of items that are palletized, including their dimensions, weight and the number of boxes within each pallet.

The Contractor shall ensure the Goods are packaged securely and shall ensure all items are delivered undamaged up to the point of delivery and acceptance of the Goods by the Authority.

The Contractor shall use commercially reasonable efforts to deliver the goods required to the two sites using a single transport vehicle to reduce carbon footprint.

All freight costs, door-to-door, shall be met by the Contractor.

All costs to be able to deliver under Delivered Duty Paid incoterms, shall be met by the Contractor.

Upon installation, all packaging shall be removed by the Contractor and recycled/reused where possible. Disposal of waste must comply with all relevant legislation.

1.3 Warranty

A fully comprehensive 12-month base warranty shall be provided with purchase of goods. The warranty period shall be a minimum of twelve (12) months and shall cover all parts and labour during that period.

1.4 Installation

Following Delivery, the Customer shall require installation and commissioning of the Goods by the Contractor, to include initial assembly, calibration and programme set-up. Installation shall be completed on the delivery date, unless otherwise agreed between the Customer and the Contractor.

1.5 Training

Instrument training is provided with purchase of goods. Each equipment purchase includes two (2) days of user training, delivered by a qualified Illumina engineer at the Customer's site. This training shall commence from the agreed installation date.

The Contractor shall ensure that the Customer is aware of any communications or safety alerts applicable to the Goods at any time.

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

As detailed in section 2.1.

(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 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 license to the Supplier:**

N/A

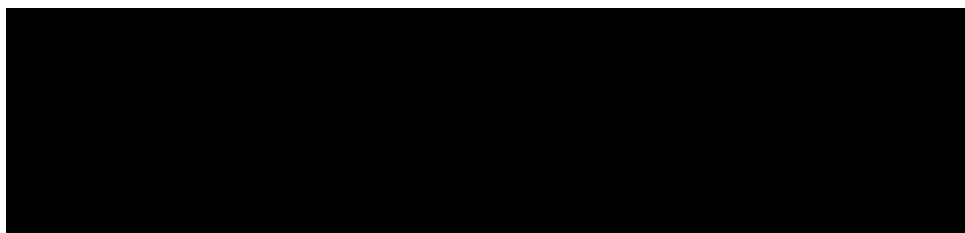
Acceptance of the award of this Order Form will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

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**").

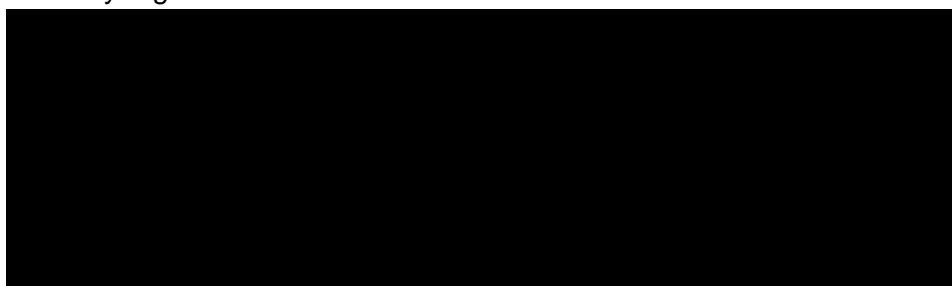
No other form of acknowledgement will be accepted.

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.

Contractor Signature:

A large black rectangular box redacting the Contractor's signature.

Authority Signature:

A large black rectangular box redacting the Authority's 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. 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 in Section 3.

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

KPI	Measure	Target	Data Source	Calculation Method
KPI 1 Service	Delivery (in full). To ensure that all orders placed are delivered in full	98%	No. of shortages reported	$1 - (\text{no. of inaccurate deliveries} / \text{total number of deliveries}) \times 100$
KPI 2 Service	Delivery (on time). To ensure that all deliveries are made on time.	98%	No. of deliveries missed	$1 - (\text{no. of missed deliveries} / \text{total no. of deliveries}) \times 100$
KPI 3 Quality	Products supplied to meet agreed standards.	99%	No. of unacceptable items delivered	$1 - (\text{no. of unacceptable items} / \text{total no. of products ordered}) \times 100$
KPI 4 Service	Invoice Accuracy	95%	No. if mis-matches reported	$1 - (\text{no. of mis-matches reported between Invoice and Purchase Order} / \text{total no. of items ordered}) \times 100$