

## Appendix 1 PHE Public Health Microbiology Framework Agreement Order Form

(in accordance with NHS Framework Agreement for the Supply of Goods (August 2014) – Appendix  
A – Call-off Terms and Conditions for the Supply of Goods / Services)

FROM

<b>Participating Authority:</b>	Public Health England
<b>Service address:</b>	As per PHE official purchase order
<b>Invoice address:</b>	PHE Accounts Payable Team Financial Accounting Services PHE Porton Down, Manor Farm Road Salisbury, Wiltshire SP4 0JG United Kingdom Email: payables@phe.gov.uk
<b>PHE Procurement Lead:</b>	Name: [REDACTED] Phone: E-mail: [REDACTED]
<b>PHE Internal Reference (if applicable)</b>	To be quoted on all correspondence relating to this Order: ECM_8187

TO

<b>Supplier Name:</b>	Illumina Cambridge LTD, 19 Granta Park, Great Abington, Cambridge, Cambridgeshire, England, CB21 6DF
<b>Contact Name:</b>	[REDACTED]
<b>E-mail:</b>	[REDACTED]
<b>Telephone number:</b>	[REDACTED]

### 1. CONTRACT DETAILS

#### (1.1) Goods and/or Services [and deliverables] required:

Purchase of Services for Maintenance and Servicing of Illumina Equipment.

Details of the order are as **below** detailing:

- List of Products with Product Descriptions for the business requirements
- Type of cover
- Current price for the full duration of the contract

These products are the specific requirements, agreed on a full year consumption basis for both the locations namely Colindale and Birmingham for the next three years.

Equipment	Serial Number	Service Level	Location	Service Cost	3 Year Cost
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\*24.10months

Any new equipment purchased & commissioned within the duration of the contract will form a part of this existing contract for maintenance.

For Colindale: 21 March 2021  
For Birmingham: 22 May 2021

Purchase order for the first year:

For Colindale: 20 March 2024  
For Birmingham: 21 May 2024

## 2 ADDITIONAL REQUIREMENTS

**(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:**

1. The pricing of the products supplied under this agreement shall be fixed until the date provided in 1.4 above and no annual RPI adjustments will be applied.

2. Illumina agree to the below termination clause:

Early Termination of Service Contract: Either Purchaser or Seller may, each in their sole discretion, terminate the Service Contract at any time without cause (i) in the case of Purchaser upon providing 90 days prior written notice to Seller and (ii) in the case of Seller upon providing 180 days prior written notice to Purchaser. Upon any such termination under this clause, Seller will credit Purchaser's account with Seller with an amount equal to the unused portion of the Service Contract provided that Purchaser has pre-paid for the Service Contract in full and provided further that the amount of such credit will be reduced by the amount of any discount Seller provided Purchaser as a result of Seller purchasing a multi-year Service Contract ("Unearned Discount"). In the event Purchaser's Unearned Discount exceeds the amount of credit that Seller would provide under this provision, Seller will invoice Purchaser the difference and such invoice shall be paid within 30 days.

3. The Contract is made up of the following documents:

- a) This Form of Contract for PHE\_Scientific\_ Maintenance Contract for Illumina Equipment
- b) Schedule 1: Public Health Microbiology Framework Agreement Call off Terms and Conditions for Provision of Service with modifications as set out in Annex 1.
- c) Schedule 2: Public Health Microbiology Framework Agreement Terms and Conditions
- d) Schedule 3: Specification for project 2415 itt 2151 PHE Scientific Framework Lot 1
- e) Schedule 4: Contractor's proposal, clarifications, and charges.

(All of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract").

4. If there is an inconsistency between any of the documents listed above, a higher listed document shall prevail over a lower listed document, i.e. Order of precedence of document will be as follow (a) shall prevail over all other documents; document (b) shall prevail over documents (c) shall prevail over documents (e) and then (d).

#### **(2.2) Variations to Call-off Terms and Conditions:**

The variations/changes agreed to the PHE Public Health Microbiology Framework Agreement Call-off Terms and Conditions for Provision of Service are set out in Annex 1

### **3. GOODS AND/OR SERVICES REQUIREMENTS (fill in if applicable)**

#### **(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:**

[REDACTED]

<b>(3.2) Performance standards:</b>  As agreed between supplier and PHE.
<b>(3.3) Location(s) at which the Services are to be provided:</b>  Colindale and Birmingham or as stated on Purchase Orders.
<b>(3.4) Quality standards:</b>  As agreed between the parties.
<b>(3.5) Contract monitoring arrangements:</b>  Quarterly review meetings to be organised between the Supplier and PHE, Key account manager (or deputy) from Illumina to attend the meetings
<b>(3.6) Management Information and meetings</b>  Quarterly review meeting to be organised between the Supplier and PHE Management information on the orders and projects will be discussed in this meeting as well as the key performance indicators.
<b>4. CONFIDENTIAL INFORMATION (if applicable)</b>
<b>(4.1) The following information shall be deemed Confidential Information:</b>  N/A.
<b>(4.2) Duration that the information shall be deemed Confidential Information:</b>  N/A.

## Annex 1

Where PHE is acting as a Participating Authority and Illumina is acting as the Supplier, the parties agree the following amendments to the PHE Framework Call-off Terms and Conditions for the Provision of Services:

I.	<p>Clause 1.11 amended to read as follows:</p>	<p>The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to:</p> <p>1.11.1 any acts, omissions or defaults of the Authority;</p> <p>1.11.2 the goods having been subject to abuse, misuse, neglect, negligence, accident, improper testing improper installation other than installation performed by Supplier's authorised personnel, improper storage improper handling. or use contrary to any instructions issued by Supplier or have been used in any manner inconsistent with their documentation,</p> <p>1.11.3 the goods having been repaired, altered, disassembled reassembled, or damaged as a result of modifications made to the hardware that were not either performed by the Supplier or authorised in writing in advance by the Supplier;</p> <p>1.11.4 the goods having been damaged by environmental conditions at the Authority's premises;</p> <p>1.11.5 the goods not having been installed. operated. repaired and maintained in accordance with their documentation (unless such installation. operation, repair or maintenance was performed by the Supplier) or the goods having been damaged due to the operators failing to perform standard operating procedures or routine maintenance as prescribed in the applicable documentation;</p> <p>1.11.6 the goods being moved from their original installation location except where such removal was either performed by the Supplier or authorised in writing in advance by the Supplier;</p> <p>1.11.7 the goods having been used with any third party software, hardware, or item (excluding any third party library preparation kit but including, without limitation, reagent) which has not been previously approved in writing by the Supplier or which is not otherwise approved for use in conjunction with the goods in accordance with the applicable documentation relating to such goods;</p> <p>1.11.8 the goods having been exposed to Hazard Group 3 or 4</p>
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		<p>agents (as defined by the Health and Safety Executive);</p> <p>1.11.9 the goods having been exposed to radioactivity, which presents a risk to the health and safety of personnel</p> <p>1.11.10 the goods having been damaged due to an act of force majeure.</p> <p>To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days of it becoming aware of the same) in writing with appropriate evidence of the circumstances and occurrence of such event together with the potential impact on the Supplier's obligations.</p>
	<p>Clause 9.3 amended to read follows:</p>	<p>Unless stated otherwise in the Framework Agreement and/or the Order Form:</p> <p>the payment profile for this Contract is annually in advance. Therefore, the Supplier shall invoice the Authority for the relevant upcoming twelve month period ("the Annual Amount") on or around the Actual Services Commencement Date and, where applicable, each anniversary thereof,</p> <p>Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time</p>
III.	<p>New Clause 9.9 inserted after Clause 9.8 to read as follows:</p>	<p>Where this Contract is terminated early in accordance with Clause 15 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall reimburse the Authority with an amount equal to the unused portion of the Annual Amount in respect of the relevant 12 month period; provided that the Authority has paid the Annual Amount in full. In the event that the Authority has not paid the Annual Amount, the Supplier shall instead issue an invoice which relates solely to the used portion of the Annual Amount in respect of the relevant 12 month period.</p>

**Signature:**

[Redacted Signature]

**Signature:**

[Redacted Signature]

**For and on behalf of the Authority**

**Name:** [Redacted Name]

**Job Title:** [Redacted Job Title]

**Date:** 9<sup>th</sup> April 2021

**For and on behalf of the Contractor**

**Name:** [Redacted Name]

**Job Title:** [Redacted Job Title]

**Date:** 08-Apr-2021