



Department  
for Environment  
Food & Rural Affairs

**CONTRACT CHANGE NOTE**

<b>Contract Change Note Number</b>	<b>01</b>
<b>Contract Reference Number and Title</b>	24128 – Supply of Sequencing Reagents and Consumables
<b>Variation Title</b>	Extension of Contract for the provision of Specified Sequencing Reagents and Consumables
<b>Number of Pages</b>	4

Whereas the Contractor (Illumina Cambridge Ltd) and the Authority entered into a Contract for the provision of Specified Sequencing Reagents and Consumables dated 29/09/2017 (the “Original Contract”) and now wish to amend the Original Contract.

It is agreed as follows:

1. With effect from 01/04/2018 the Original Contract shall be amended as set out in this Contract/Framework Change Note:

<b>Change Requestor / Originator</b>	[REDACTED]	
<b>Summary of Change</b>	<p>Four (4) month extension of the current contract from 01/04/18 to 31/07/18</p> <p>Revised pricing as detailed in Annex A</p> <p>Revised Performance Management Framework and KPI's and detailed in Annex B</p>	
<b>Reason for Change</b>	Revisions required to the term and project list as agreed by the Authority and the Contractor.	
<b>Revised Contract Price</b>	Original Contract Value	[REDACTED]
	Previous Contract Changes	£0.00
	Contract Change Note [01]	£112,336.41
	New Contract Value	[REDACTED]
<b>Revised Payment Schedule</b>	As detailed in Annex A	
<b>Revised Specification</b>	N/A	
<b>Revised Contract Period</b>	01/07/17 to 31/07/18	
<b>Change in Contract Manager(s)</b>	N/A	
<b>Other Changes</b>	As detailed in Annex B	

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

Execution of the Contract Change Note is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system (“Bravo”).

## Annex A

The following prices shall apply for the period from 01/04/2018 to 31/07/2018.

Item No	Description	Catalogue Ref	Pack Size	Price (Ex Vat)
1	MiSeq® Reagent Kit v3 (600 cycle)	MS-102-3003	Each	██████
2	Nextera® XT DNA Sample Preparation Kit (96 Samples)	FC-131-1096	Each	██████
3	Nextera® XT Index Kit v 2 Set D (96 indexes, 384 samples)	FC-131-2004	Each	██████
4	NextSeq® 500/550 High Output Kit v2 (300 cycles)	FC-404-2004	Each	██████
5	NextSeq® 500/550 Mid Output Kit v2 (300 cycles)	FC-404-2003	Each	██████
6	Nextera® XT Index Kit v2 Set A (96 indexes, 384 samples)	FC-131-2001	Each	██████
7	Nextera® XT Index Kit v2 Set B (96 indexes, 384 samples)	FC-131-2002	Each	██████
8	Nextera® XT Index Kit v2 Set C (96 indexes, 384 samples)	FC-131-2003	Each	██████
9	MiSeq® Reagent Kit v2 (300 cycle)	MS-102-2002	Each	██████

### NOTE:

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

## Annex B

## **Performance Management Framework (including Key Performance Indicators and Service Credits)**

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.
2. 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.
3. 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.
4. 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.
5. 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. If this does not happen, only then shall service credit principles be applied.
6. The KPIs for this Contract are set out below.

## **Service Credit Principles**

7. The use of service credits is governed by the following principles:
8. Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.
9. The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.
  - KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure
  - KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure
  - The maximum annual service credit to be applied will be no more than 10% of the total annual contract value per Contractor.
10. The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.
11. Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.
12. The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

<b>Key Performance Indicators</b>				
<b>KPI</b>	<b>Description</b>	<b>Measure</b>	<b>KPI Target</b>	<b>Service Credit Rating</b>
KPI 1 Customer Service	Early indication of any issues that may affect delivery timescales to be notified via email. The Contractor 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.	Notification of issues affecting delivery timescales. Responses and resolution timescales are met.	100%	1
KPI 2 Delivery	Goods shall be delivered within five (5) days following receipt of a Purchase Order	Delivery against agreed timescales	100%	1
KPI 3 Quality	The product is accepted as suitable by APHA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the specification	100%	1