



PFCC SIGNATURE SUMMARY

		TICK/DELETE
AUTHORITY:	OPFCC NCFRA NORTHAMPTONSHIRE POLICE VICTIMS VOICE	X
ITEM FOR DECISION/SIGNATURE:	SINGLE TENDER AUTHORISATION (STA) STATEMENT OF REQUIREMENTS (SOR) (TAR) CONTRACT VARIATION TO CONTRACT OTHER (PLEASE SPECIFY BELOW):	X
REVIEWED BY:	COMMENTS FOR PFCC CONSIDERATION:	SUPPORT: Y/N
PROCUREMENT	For OPFCC and CC signing of a variation to the Forensic Services contract with Cellmark – a regional contract. All have been previously notified and are aware of the need to sign this document.	Y
ESTATES		
MONITORING OFFICER/DEPUTY MONITORING OFFICER		
S151 OFFICER/FORCE S51 OFFICER	<i>Discussed in depth by OPFCCB</i>	X
SUPPLEMENTARY INFORMATION/ADVICE NOTES ATTACHED AS APPROPRIATE		

DECISION RECORD REQUIRED YES/NO

BETWEEN

(1) The Police and Crime Commissioner for Derbyshire, Police Headquarters, Butterley Hall Ripley, Derbyshire, DE5 3RS; The Police and Crime Commissioner for Leicestershire, St John's Enderby Leicestershire LE19 2BX; The Police and Crime Commissioner for Lincolnshire, Police Headquarters, Deepdale Lane, Nettleham, Lincoln, Lincolnshire, LN2 2LT; The Police Fire and Crime Commissioner for Northamptonshire acting in his capacity as the Police and Crime Commissioner for Northamptonshire, Wootton Hall, Northampton, NN4 0JQ; The Police and Crime Commissioner for Nottinghamshire, Arnot Hill House, Arnot Hill Park, Arnold, Nottingham, NG5 6LU; The Chief Constable of Derbyshire Constabulary, Police Headquarters, Butterley Hall, Ripley, Derbyshire, DE5 3RS; The Chief Constable of Leicestershire Police, Force Headquarters, St Johns, Enderby, Leicester, LE19 2BX; The Chief Constable of Lincolnshire Police, Police Headquarters, Deepdale Lane, Nettleham, Lincoln, Lincolnshire, LN2 2LT; The Chief Constable of Northamptonshire Police, Wootton Hall, Northampton, NN4 0JQ; and The Chief Constable of Nottinghamshire Police, Force Headquarters, Sherwood Lodge, Arnold, Nottingham, NG5 8PP ("**East Midlands Region**" or "**EMR**"); and

(2) Orchid Cellmark Ltd a company registered in United Kingdom under company number 4045527 and whose registered office is at 16 Blacklands Way, Abingdon Business Park, Abingdon, Oxfordshire, OX14 1DY ("**Cellmark**");

(each of the above being a "Party" and together the "Parties").

BACKGROUND

- (A) Cellmark entered into an agreement dated 1 January 2017 with EMR to provide forensics services (the "**Agreement**").
- (B) Laboratory Corporation of America Holdings, the then parent company of Cellmark, provided EMR with a Parent Company Guarantee (the '**Guarantee**').
- (C) Cellmark have advised EMR to advise that they are sustaining losses as a result of honouring their obligations under the Agreement and this would shortly impact upon the continued viability of Cellmark as a company. EMR are aware that similar concerns are being expressed about the viability of other forensic service providers.
- (D) The EMR recognises that the collapse of Cellmark would lead to a significant loss in forensic services which would undermine public confidence in policing and the wider criminal justice system.
- (E) EMR and Cellmark wish to avoid the collapse of Cellmark and provide a period of time to allow EMR to explore with Cellmark proposals to ensure the continued delivery of the forensic services.
- (F) This Variation Agreement (the '**Variation**') sets out the proposals by the Parties to record :-
 - a. the measures that EMR propose to make to the Agreement by temporarily waiving certain rights under the Agreement and paying for additional services required by the EMR (the '**Measures**'); and
 - b. the agreement of Cellmark to the Measures proposed by EMR and the right of EMR to unilaterally withdraw the Measures on providing three months' written

notice to Cellmark or immediately on notice if certain events arise as detailed in clause 4.2 below.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1. Unless the context otherwise requires, expressions defined in the Agreement and used in this Variation shall have the meaning set out in the Agreement.
- 1.2. Headings are for convenience only and shall not affect the interpretation of the Variation.

2. Temporary Restriction of Submissions and Waiver of Rights

- 2.1. With effect from the date of the Variation and until such time as EMR provides Cellmark with three months written notice that it wishes to revert to the terms and conditions of the Agreement entered into on 1 January 2017, EMR agrees to the following temporary variations to the Agreement:
 - 2.1.1 notwithstanding clauses 19.5, 19.6 and 19.8 (in respect of Contract Year 3 only), and clauses 19.9 and 19.11 (only in so far as Contract Year 4) of the Agreement, EMR will voluntarily restrict case/submission value levels and case number levels to 100% with an annual tolerance of 5%, which will be monitored on a monthly basis, to assist in meeting any fluctuations in operational need (using 2015/2016 actual figures as the base level)
 - 2.1.2 notwithstanding reference to digital capabilities within Schedules 1 and 2 of the Agreement, EMR will waive the right to require Cellmark to facilitate access to specialist digital capabilities to support EMR
 - 2.1.3 notwithstanding reference to complex drugs within Schedule 1 of the Agreement, EMR will waive the right to require Cellmark to provide analysis of Simple Drugs (01DR/02DR)
 - 2.1.4 notwithstanding the pricing section of the Contract Particulars in so far as Contract Years 3 and 4 and reference to the cashable savings in Schedules 1 & 2 of the Agreement, EMR will waive the right to require Cellmark to deliver further cashable efficiencies savings

3. Additional Services

- 3.1 Cellmark will provide the EMR with an additional volume of alcohol and drug testing/toxicology services, to include complex cases, for the new section 5A of the Road Traffic Act 1988 ('Section 5A') use of limits offence (inserted by section 56 of the Crime and Courts Act 2013). The drugs covered by the new offence, and the limits for each, were established by the Drug Driving (Specified Limits) (England and Wales) Regulations 2014. The EMR will pay Cellmark £155,000 for services provided from 1 April 2019 – 31 March 2020 in respect of the additional volume of Section 5A alcohol and drug testing/toxicology services, to include complex cases, required by the EMR, which shall be invoiced in 10 equal monthly instalments from the date of this Variation. (For clarity, the volume originally envisaged by the Agreement for the Section 5A toxicology testing was much lower than the volume now required by the EMR, due to the fact the legislation and police force use of it was still in its infancy.) For clarity the Agreement shall be varied for the duration of the term so that there is an annual increase of £155,000 to the Contract Price for the services described in this clause 3.1.

The volume increases required for Section 5A offences are as follows:

Area	the Agreement volume	the total Variation volume
RTA alcohol	287 cases	476 cases
RTA drugs	300 cases	1038 cases

- 3.2 Cellmark will provide the EMR with complex mixture interpretation services to the value of £35,000 which shall be invoiced in 10 (ten) equal monthly instalments from the date of this Variation in respect of services provided from 1 April 2019 to 31 March 2020. The Forensic Science Regulator has recently introduced new mandatory requirements for the use of complex mixture analysis software and reporting of some DNA profiles. This additional sum represents the cost of the expected increased level of work associated with reporting EMR profiles of this type, and is in line with the additional costs that other UK police forces are experiencing as a result of this change in requirements (which were not possible to anticipate at the time of the EMR tender). For clarity the Agreement shall be varied for the duration of the term so that there is annual increase of £35,000 to the Contract Price for the services described in this clause 3.2.

Cellmark shall provide probabilistic calculations in DNA mixture analysis that meets the newly introduced requirements of the Forensic Science Regulator. Consequently, Cellmark shall analyse an average of 7.5 additional complex analysis calculation cases per month above the volume specified within the Agreement.

- 3.3 The EMR will provide Cellmark with £145,000 as additional funding to supplement the impact of the redirected drug and digital funding which collectively represented an approximate 10% overall increase in the underlying price. Cellmark shall invoice the EMR in 10 (ten) equal monthly instalments from the date of this Variation in respect of services provided from 1 April 2019 to 31 March 2020.

4. Termination of Measures

- 4.1 EMR may at any time provide Cellmark with three months' written notice that it wishes to revert to the original unvaried terms and conditions of the Agreement.

4.2 EMR may immediately provide Cellmark with written notice that it wishes:

- (a) To revert to the original unvaried terms and conditions of the Agreement and/or if
- (i) Cellmark fails to comply with any term, condition, covenant or provision of, or perform any of his obligations or liabilities under the Agreement or any associated or collateral security;
 - (ii) any representation on its financial situation given by Cellmark to EMR is or becomes incorrect;
 - (iii) any judgment or order made against Cellmark by any court is not complied with within 14 days;
 - (iv) the property of Cellmark becomes subject to any forfeiture or execution, distress, sequestration or procedure for the taking of control of its goods by another or other form of process;

- (v) a mortgagee takes possession of any of the property of Cellmark, or exercises or seeks to exercise any power of sale or appointment of a receiver in relation to such property;
- (vi) Cellmark ceases or threatens to cease to carry on its business or a material part of its business, or disposes or threatens to dispose of it;
- (vii) Cellmark makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part;
- (viii) Cellmark becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Cellmark entering into administration;
- (ix) an administrative receiver is appointed in respect of the whole or any part of the undertaking of Cellmark; or
- (x) a petition is presented in any court, or a meeting is convened to consider a resolution, for the winding up of Cellmark, except in the case of a reconstruction or amalgamation that has the previous approval in writing of the EMR.

5. Review

- 5.1 This Variation shall remain in force until terminated in accordance with clause 4 above. ACC Gibson as NPCC Lead for the Forensic Marketplace shall be undertaking further financial due diligence reviews of all forensic service suppliers, including Cellmark by the end of August 2019; to determine the impact of the Measures.
- 5.2 The Variation shall be reviewed again by the EMR prior to the end of March 2020 and again at the end of March 2021, needless to say the Variation and performance of Cellmark shall continually be under review by the EMR.
- 5.3 For the avoidance of doubt the EMR shall reserve the right to revert to the original unvaried terms and conditions of the Agreement at any time.

6. Costs

Each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Variation.

7. Announcements

No Party shall make, or permit any person to make, any public announcement concerning this Variation without the prior written consent of the other Parties except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

8. Counterparts

- 8.1. This Variation may be executed in counterparts of duplicates, each of which, when executed and delivered, shall constitute an original of this Variation and such counterparts or duplicates together shall constitute one and the same instrument.
- 8.2. No counterpart or duplicate shall be effective until each Party has executed and delivered at least one counterpart or duplicate.

9. Parent Company Guarantee

This Variation shall in no way, shape or form effect the validity of the Guarantee. The Guarantee shall remain in full force for the entirety of the Agreement and Variation.

10. Dispute Resolution and Governing Law and Jurisdiction

The provisions of clauses 73 and 74 (governing law, jurisdiction and disputes) shall apply also to this Variation as if expressly set out in this Variation.

11. Order of Precedence

In case of any ambiguity or discrepancy the contract documents shall have the following order of priority:-

- (1) the Agreement dated 1 January 2017 between Cellmark and the EMR to provide forensics services; and
- (2) this Variation.

IN WITNESS of which this document has been agreed and delivered on the date stated at the beginning of this document.

Signed by the Duly Authorised
Representative of the Police and
Crime Commissioner for Derbyshire

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Date.....

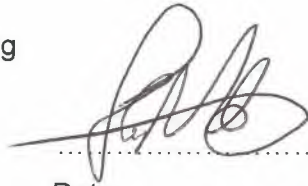
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representative of Orchid Cellmark Ltd)

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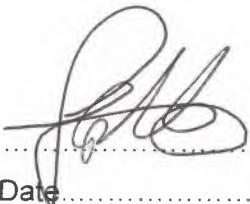
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representative of Orchid Cellmark Ltd)

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Director
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