

Appendix 1**National Microbiology Framework Agreement
Order Form – C148964****FROM**

| | |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authority: | UK Health Security Agency |
| Invoice address: | UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom Email: [REDACTED] |
| Contract Manager: | Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] |
| Secondary Contact: eg. business operational contact, project manager | N/A |
| Procurement lead | Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] |
| Name and address for notices: | Name: Ainsley Ritchie Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX |
| Internal reference (if applicable): | To be quoted on all correspondence relating to this Order Form: Contact Code: C148964 (This must be visible/quoted on the Purchase Order) Pipeline ID: [REDACTED] Atamis Project Code: N/A |

TO

| | |
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| Supplier: | Beckman Coulter UK Ltd. Company No: 00640961 Registered Address: |
|------------------|--------------------------------------------------------------------------------|

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

| | |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Oakley Court Kingsmead Business Park London Road High Wycombe Buckinghamshire HP11 1JU |
| Contract Manager: | Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] |
| Secondary Contact: | Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] |
| Account Manager: | Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] |
| Name and address for notices: | Name: Beckman Coulter UK Ltd. Address: Oakley Court Kingsmead Business Park London Road High Wycombe Buckinghamshire HP11 1JU |

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 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)) |

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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| 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"/> | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> <tr> <td>7. Inclusion of a Change Control Process</td><td><input type="checkbox"/></td></tr> <tr> <td>8. Authority step-in rights</td><td><input type="checkbox"/></td></tr> <tr> <td>9. Guarantee</td><td><input type="checkbox"/></td></tr> <tr> <td>10. Termination for convenience</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>11. Pre-Acquisition Questionnaire</td><td><input type="checkbox"/></td></tr> <tr> <td>12. Time of the essence (Goods)</td><td><input type="checkbox"/></td></tr> <tr> <td>13. Time of the essence (Services)</td><td><input type="checkbox"/></td></tr> <tr> <td>14. Specific time periods for inspection</td><td><input type="checkbox"/></td></tr> <tr> <td>15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A</td><td><input type="checkbox"/></td></tr> <tr> <td>16. Right to terminate following a specified number of material breaches</td><td><input type="checkbox"/></td></tr> </table> | 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 checked="" 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"/> | |
| 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 checked="" 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"/> | | | | | | | | | | | | | | | | | | | | | | | |

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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| 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) | |

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

1. CONTRACT DETAILS**(1.1) Commencement Date:**

01/04/2023

(1.2) Services Commencement Date (if applicable):

01/04/2023

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

£503,724 (ex VAT).

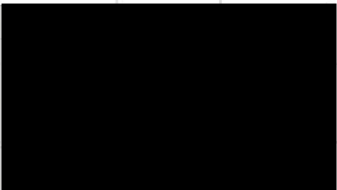
| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Price | Discount % | List Total |
|------|-----------------------------------------------|---------------|-------------|--------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| 1 | Biomek i7 Hybrid (MC + Span-8) with enclosure | B8758521F014 | 81191274 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | FEB 2024 | 01/04/2023 | 31/03/2024 | | | |
| 2 | Biomek i7 Hybrid (MC + Span-8) with enclosure | B8758521F016 | 81198299 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | FEB 2024 | 01/04/2023 | 31/03/2024 | | | |


| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Price | Discount % | List Total |
|------|-----------------------------------------------|---------------|-------------|--------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| 1 | Biomek i7 Hybrid (MC + Span-8) with enclosure | B8758521F019 | 81198300 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | FEB 2024 | 01/04/2023 | 31/03/2024 | | | |

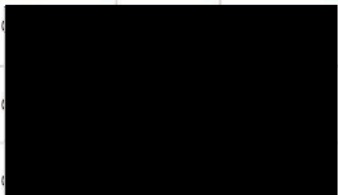
| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Price | Discount % | List Total |
|------|-----------------------------------------------|---------------|-------------|--------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| 1 | Biomek i7 Hybrid (MC + Span-8) with enclosure | B8758521F009 | 81181255 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | JAN 2024 | 01/04/2023 | 31/03/2024 | | | |
| 2 | Biomek i7 Hybrid (MC + Span-8) with enclosure | B8758521E003 | 80981684 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | JAN 2024 | 01/04/2023 | 31/03/2024 | | | |


| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Price | Discount % | List Total |
|------|---------------------------------------------------------|---------------|-------------|--------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| 1 | Biomek NXP Multichannel COLINDALE | A318410492 | 1128766 | PT OQ Biomek NXP MC Service Contract | MAR 2024 | 01/04/2023 | 31/03/2024 | | | |
| 2 | Biomek NXP Span-8 With Gripper COLINDALE | A318400781 | 8056196 | PT OQ Biomek NXP Span8 with Gripper Service Contract | MAR 2024 | 01/04/2023 | 31/03/2024 | | | |
| 3 | Biomek NXP Multichannel COLINDALE | A318410293 | 982873 | PT OQ Biomek NXP MC Service Contract | MAR 2024 | 01/04/2023 | 31/03/2024 | | | |
| 4 | Biomek NXP Multichannel COLINDALE | A318410414 | 1077250 | PT OQ Biomek NXP MC Service Contract | MAR 2024 | 01/04/2023 | 31/03/2024 | | | |
| 5 | Biomek i5 Multichannel with enclosure COLINDALE | B8758322D001 | 82126718 | PT OQ Biomek i5 MC with enclosure Service Contract | OCT 2023 | 01/04/2023 | 31/03/2024 | | | |
| 6 | Biomek i7 Hybrid (MC + Span-8) with enclosure COLINDALE | B8758521E005 | 81049796 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | OCT 2023 | 01/04/2023 | 31/03/2024 | | | |
| 7 | Biomek i5 Multichannel with enclosure COLINDALE | B8758321F001 | 81152298 | PT OQ Biomek i5 MC with enclosure Service Contract | OCT 2023 | 01/04/2023 | 31/03/2024 | | | |
| 8 | Biomek i7 Hybrid (MC + Span-8) | B8758521B014 | 80721905 | PT OQ Biomek i7 Hybrid with | OCT 2023 | 01/04/2023 | 31/03/2024 | | | |

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| | with enclosure COLINDALE | | | enclosure Service Contract | | | | | | |
| 9 | Biomek i7 Hybrid (MC + Span-8) with enclosure COLINDALE | B8758521B013 | 80719669 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | OCT 2023 | 01/04/2023 | 31/03/2024 |  | | |
| 10 | Biomek i5 Span- 8 with enclosure COLINDALE | B8758421F003 | 81177223 | PT OQ Biomek i5 Span-8 with enclosure Service Contract | OCT 2023 | 01/04/2023 | 31/03/2024 | | | |
| 11 | Biomek i5 Multichannel with enclosure COLINDALE | B8758321F002 | 81168281 | PT OQ Biomek i5 MC with enclosure Service Contract | OCT 2023 | 01/04/2023 | 31/03/2024 | | | |

| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Total |
|------|------------------------------------|---------------|-------------|---------------------------------------------------------------|----------|------------|------------|-------------------------------------------------------------------------------------|
| 1 | Biomek i5 Span-8 with enclosure | B8758422C002 | 82021905 | PT OQ Biomek i5 Span- 8 with enclosure Service Contract | OCT 2023 | 01/05/2023 | 31/03/2024 |  |

| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Price | Discount % | List Total |
|------|----------------------------------------------|---------------|-------------|------------------------------------------------------------------|----------|------------|------------|-------------------------------------------------------------------------------------|------------|------------|
| 1 | CytoFLEX S Base Instrument (B-R- V-I). | BA08001 | 36677849 | PT CytoFlex 4 Lasers with Plate Loader Service Contract | JUN 2023 | 01/04/2023 | 31/03/2024 |  | | |
| 2 | CytoFLEX S Base Instrument (B-R- V-I). | AW48001 | 36085744 | PT CytoFlex 4 Lasers with Plate Loader Service Contract | JUN 2023 | 01/04/2023 | 31/03/2024 | | | |
| 3 | CytoFLEX S Base Instrument (B-R- V-I). | AW48002 | 36085745 | PT CytoFlex 4 Lasers with Plate Loader Service Contract | JUN 2023 | 01/04/2023 | 31/03/2024 | | | |

| Pos. | Instrument and Note | Serial Number | Instance No | Contract Type | PM Month | Start Date | End Date | List Price | Discount % | List Total |
|------|-----------------------------------------------------|---------------|-------------|-----------------------------------------------------------------|----------|------------|------------|---------------------------------------------------------------------------------------|------------|------------|
| 1 | Biomek i7 Hybrid (MC + Span-8) with enclosure | B8758521F020 | 81210253 | PT OQ Biomek i7 Hybrid with enclosure Service Contract | FEB 2024 | 01/04/2023 | 31/03/2024 |  | | |

(1.4) Term of contract:

Contract end date: 31/03/2024

(1.5) Term extension options:

Not applicable.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

Services: The maintenance and servicing of Beckman Coulter Genomics Biomek liquid handling i5 and i7 platforms at several UKHSA laboratories, along with Biomek NXP models at Colindale. The contract also covers three CytoFLEX 4 lasers based at Porton Down as listed in section (1.3).

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

UKHSA Birmingham
UKHSA Bristol

UKHSA Colindale
 UKHSA Leeds
 UKHSA Manchester
 UKHSA Porton Down

(2.3) Key personnel of the Supplier to be involved in the Goods / Services:

Name: [REDACTED]
 Phone: [REDACTED]
 E-mail: [REDACTED]

(2.4) Performance standards:

A maintenance schedule will be supplied for each machine, which is to be followed by a maintenance report.

(2.5) Quality standards:

The Supplier shall ensure the accreditations set out in Annex A 2.1 – ISO Certificate shall be maintained throughout the Term.

(2.6) Contract monitoring arrangements:

The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet monthly (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(2.7) Management information and meetings:

Contract management meetings will be set up to monitor the following:

- Delivery of the KPIs covering on time and in full
- Issues – including quality and performance
- Invoicing
- The Supplier shall provide to the Authority, on a monthly basis, 2 (two) Business Days prior to each meeting, a management report in the same or similar format as shown in Annex A '3.1 Example Management Information Report' – together with any other pertinent information such as, but not limited to:
 - Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
 - Issues that may have arisen (where relevant) following PM necessitating reperformance of the required Services.
- Any other relevant business related to the scope of the Services

At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

Not applicable.

(3.2) Duration that the information shall be deemed Confidential Information:

Not applicable.

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

Not applicable.

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

Not applicable.

For and on behalf of the Authority

DocuSigned by:



Full Name:



Job Title/Role: Associate Commercial Specialist

Date Signed: 28/03/2023

For and on behalf of the Supplier

DocuSigned by:



Full Name:



Job Title/Role: Senior Service Manager

Date Signed: 28/03/2023

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. *[Insert further sections as required for the purposes of the specific Order]*

2. **Quality Standard**

2.1. ISO Certificate



ISO9001.pdf

3. Management Information Report

3.1. Example Management Information Report (worked example):

| CONTRACT DETAILS | | | | | | | | | | | | | |
|------------------------------|--------|----------------------------------------------------------------|------------------------------------------------------|---------------|-----------------|--------------------------------------|------------------------|-----------------------|------------------|------------------------|-----------------------|-------------------------|--------------|
| Contract Ref | PO# | Product Description | Qty ordered | Qty Serviced | Qty outstanding | Qty Invoiced in Advance Of Servicing | PO end date | Unit Price | Total Line Value | Outstanding Line Value | Total PO Value | Total Outstanding Value | Percent Used |
| | P00000 | Provision of Preventative Maintenance Services for UKHSA sites | | | | | | | | | | | |
| SERVICED | | | | | | | | | | | | | |
| Contract Ref | PO# | Instrument | Contract Type | Serial Number | Instance Number | Qty Delivered | Service Date | Location | Invoice Number | Invoice Date | Invoice Paid Yes / No | | |
| | P00000 | Biomek NXP Span8 With Gripper | PT OQ Biomek NXP MC Service Contract | | | | | COLINDALE | | | | | |
| PLANNED SERVICES | | | | | | | | | | | | | |
| Contract Ref | PO# | Instrument | Contract Type | Serial Number | Instance Number | Qty Scheduled | Date of Scheduled PM | Location | | | | | |
| | P00000 | Biomek NXP Multichannel | PT OQ Biomek NXP Span8 with Gripper Service Contract | | | | | COLINDALE | | | | | |
| | P00000 | Biomek 17 Hybrid MC Span8 with enclosure | | | | | | COLINDALE | | | | | |
| INVOICED IN ADVANCE SERVICES | | | | | | | | | | | | | |
| Contract Ref | PO# | Instrument | Contract Type | Serial Number | Instance Number | Qty Scheduled | Date of Scheduled PM | Location | | | | | |
| | P00000 | | | | | | | | | | | | |
| AD HOC CALLOUTS | | | | | | | | | | | | | |
| Contract Ref | PO# | Instrument | Contract Type | Serial Number | Instance Number | Qty | Date Callout Requested | Date Calout Completed | Location | Summary of Issue | | | |
| | | | | | | | | | | | | | |