

**National Microbiology Framework Agreement**  
**Order Form**  
**Reference C254841**  
**Illumina Cambridge Ltd**

**FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the “ <b>Authority</b> ”).
<b>Invoice address:</b>	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
<b>Contract Manager:</b>	[REDACTED] [REDACTED]
<b>Secondary Contacts: Business Owner</b>	[REDACTED] [REDACTED]  [REDACTED] [REDACTED]
<b>Procurement lead</b>	[REDACTED] [REDACTED]
<b>Name and address for notices:</b>	[REDACTED] [REDACTED]  Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	SCI0458

**TO:**

<b>Supplier:</b>	Illumina Cambridge Ltd, 19 Granta Park, Great Abington, Cambridge, CB21 6DF (the “ <b>Supplier</b> ”)
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<b>Contract Manager:</b>	[REDACTED] [REDACTED] [REDACTED]
<b>Secondary Contact:</b>	[REDACTED] [REDACTED] [REDACTED]
<b>Account Managers:</b>	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: Illumina Cambridge UK Ltd, 19 Granta Park, Great Abington, Cambridge. CB21 6DF E-mail: [REDACTED]

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	<b>Call-off Terms and Conditions for the Supply of Goods and the Provision of Services</b>	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	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))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	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))
<b>Appendix H</b>	<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>	(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"/>
	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"/>	
	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"/>	
	24. 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"/>	

**1. CONTRACT DETAILS**

**(1.1) Commencement Date:** As per the date of UKHSA signature within this document.

**(1.2) Services Commencement Date (if applicable):**

The warranty will last for one year from the date of UKHSA's signature within this document.

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

1.3.1 The total contract value shall be Two hundred and thirty-three thousand, nine hundred and forty pounds only (£233,940) (Excl. VAT) (the **"Total Contract Value"**). This contract covers the period from date of UKHSA signature to 31<sup>st</sup> March 2025.

1.3.2 The Total Contract Value is the maximum value of goods and services which can be ordered under this Contract.

1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

**(1.4) Term of Contract:**

1.4.1 This Contract shall be deemed to have commenced on date of UKHSA signature (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2025 (the **"Term"**).

**(1.5) Term extension options:**

N/A

**2. GOODS AND SERVICES REQUIREMENTS**

**(2.1) Description of the Goods and Services:**

The specification of the Goods and Services (the **"Specification"**) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase of two (2) NextSeq 1000 to NextSeq 2000 upgrade options and linked 12 months manufacturer's warranty as per below table.

Catalog Number	Item Description	List Price (GBP)	Discount	Discounted Price (GBP)	Units	Subtotal (GBP)
20047256	<b>NextSeq 1000 to NextSeq 2000 Upgrade</b> The NextSeq 1000 upgrade option enables users to seamlessly upgrade their current NextSeq 1000 instrument to enjoy the benefits of the NextSeq 2000. This includes the ability to run all flow cells currently supported on the NextSeq 2000, including higher output products such as the P3 flow cell.					
Subtotal						
Estimated VAT						
Final Investment (GBP)						

2.1.2 Both upgrades are covered by 12 months manufacturer’s warranty starting from the completion of Installation.

2.1.3 The Supplier shall ensure delivery and invoicing of the services take place after the Contract commencement date and prior to the 28<sup>th</sup> March 2024.

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

2.2.1 The Supplier shall perform the Services at the Premises and Locations set out in Appendix 1 or such other location as advised by the Authority from time to time.

2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary contacts stated below at least 2 (two) Business Days prior to the Services being performed on the Instrument at the relevant Premises and Location:

Primary delivery contacts:

[REDACTED]

[REDACTED] [REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contacts:

- Supplier name;
- Authority's purchase order (PO) number;

2.2.4 The Primary Contacts will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address where the Services shall be performed.

2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**(2.4) Performance standards:**

- The Supplier shall perform the Services in accordance with good industry standards and practices.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of the Services having been performed with invoice.

**(2.5) Quality standards:**

The Supplier shall supply the equipment and perform the services to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and Key Personnel of the Supplier may meet Bimonthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified 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:**

2.7.1 At the Authority's request, 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).

**3. CONFIDENTIAL INFORMATION (if applicable)****(3.1) The following information shall be deemed Confidential Information:**

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives

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

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

**4. DATA PROCESSING (if applicable)**

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

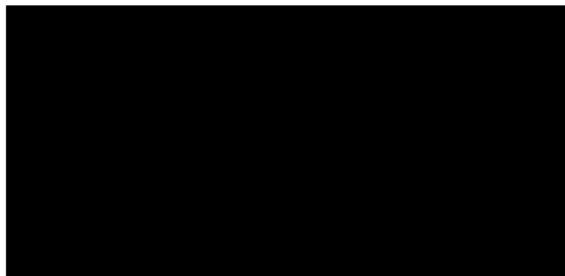
In accordance with the Data Protection Protocol.

**5. LEASE / LICENSE (if applicable)**

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


N/A

**Signature for and on behalf of the Supplier:**



Date Signed: 15 March 2024

**Signature for and on behalf of the Authority:**



Date Signed: 15/3/2024



## **Annex A**

### **Order Specific Key Provisions**

#### **1. Delivery and Risk:**

- 1.1. The Supplier shall perform the Services to the location(s) set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of services are made in accordance with the terms of this Order Form including Appendix 1 hereto, and the Call-Off Terms and Conditions.

#### **2. Invoicing Process:**

- 2.1 Payment terms are net 30 days from receipt of a valid monthly invoice.
- 2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all services performed by the Supplier and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed) before being submitted for payment.
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 The Supplier shall provide compliant invoices that include a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.
- 2.7 In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Location.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:  
[REDACTED]

## **Appendix 1**

### **Contact Details**

#### **Manchester Lab**

**Virology – UK Health Security Agency  
3<sup>rd</sup> Floor Clinical Sciences Building  
Manchester Royal Infirmary  
Oxford Road  
M13 9WL**



#### **Porton Down Lab**

**UK Health Security Agency  
Porton Down  
Salisbury  
SP4 0JG**

