

Appendix 1**National Microbiology Framework Agreement
Order Form - C147954****FROM**

Authority:	UK Health Security Agency
Invoice address:	<p>UKHSA Billing Address: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes, as a minimum:</p> <ul style="list-style-type: none"> • a valid PO number; • PO line item number (if applicable); • the details (name and telephone number) of the Contract Manager (named below) for this Order Form together with confirmation from the Authority of acceptance. <p>Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note and a copy of the signed installation form confirming receipt and satisfactory installation of the Goods at the Authority's nominated Premises.</p>
Contract Manager:	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Secondary Contact: eg. business operational contact, project manager	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p> <p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Procurement lead	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Name and address	Name: [REDACTED]

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for notices:	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: Pipeline Code: CREID3992 Atamis Project Code: C136171 Contract Code (quote on PO): C147954

TO

Supplier:	ILLUMINA CAMBRIDGE LIMITED Company Number: 03625145 Registered Address: 19 Granta Park, Great Abington, Cambridge, Cambridgeshire, England, CB21 6DF
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: N/A E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Illumina Centre 19 Granta Park Great Abington Cambridge CB21 6DF [REDACTED]

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 checked="" type="checkbox"/> (only applicable if this box is checked)	
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" 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))	
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	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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"/>	

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	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"/>	
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 type="checkbox"/> (only applicable if this box is checked)

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1. CONTRACT DETAILS

(1.1) Commencement Date: Date this Order Form is signed by both Parties (Supplier and Authority)

(1.2) Services Commencement Date (if applicable): TBC – date of installation

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

Catalog Number	Item Description	List Price (GBP)	Discounted Price (GBP)	Units	Term (years)	Subtotal (GBP)
SY-410-1003	MiSeq System The MiSeq System is an Integrated system for automated generation of DNA clonal clusters by bridge amplification, sequencing, primary and secondary analysis. System includes embedded touchscreen monitor and on-instrument computer, dual surface imaging capability, MiSeq Software Suite, installation kits and standards, installation and training, and 12 months warranty (including parts and labor).			1	0.00	
20019983	MiSeq Silver Support Plan Includes full coverage for parts, labor, and travel; Reagent replacement upon HW failures; 1 PM; Remote Technical Support 18x5; 2 business day on-site response target*; control SW and HW updates; on-site applications support; discounts on advanced training; remote monitoring available. This is the most popular full-service plan balancing performance, productivity, and cost to deliver confidence and peace of mind. *select geographies. Contract Term: 12.00 months Billing Frequency: In-Full Advance Invoicing			1	1.00	
Subtotal						
Final Investment (GBP)						84,720.38

(1.4) Term of Contract:

12 months, or expiry on 31 March 2024 (whichever is sooner)

(1.5) Term extension options:

Not applicable

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services:****Goods as per Quote:**

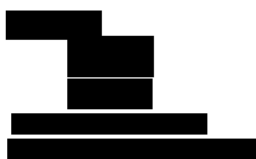
- MiSeq System

Services:

Delivery to Piarco International Airport (IATA: POS, ICAO: TTPP).

Installation at laboratory (site address TBC)

Training delivered to minimum of 2 on-site staff at respective laboratories

**Installation and training provision (from Supplier's tender submission)**

Training is 1.5 days in total. Timeline for providing training can be arranged with customer but usually commences 1-2 weeks maximum post successful install.

Training will be provided by a fully trained engineer for up to 4 persons per instrument at a time to suit the customer. Training can include system familiarisation, operation, maintenance, software, troubleshooting, monitoring of system performance, data analysis and advanced aspects of data acquisition and analysis and will be bespoke to meet the needs of the customer. This training can be delivered in one visit or over multiple visits.

During a period of 1 year after the installation, while the equipment is under warranty, Capris Medica will provide support to any requests. The support can be online troubleshooting or in person engineer visit if needed.

Original specifications**(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:**Shipping Terms

Delivered at Place Unloaded (DPU) to Piarco International Airport (IATA: POS, ICAO: TTPP)., using Incoterms® 2020

OR

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Delivered at Place Unloaded (DPU) to CARPHA, 16-18 Jamaica Blvd, Federation Park Port of Spain, Trinidad and Tobago, using Incoterms® 2020

An alternative delivery addresses may be required by the Authority. If this is required, the location and premises will be agreed by both Parties in writing and confirmed in the Purchase Order. All shipping terms will remain as DPU, using Incoterms® 2020 unless otherwise explicitly stated in writing by the Authority.

(If applicable) please note due to the confidentiality of the laboratory location required, the exact address will not be recorded in this Order Form.

The precise location of the laboratory will be communicated to the Supplier as soon as reasonably possible once the Order Form has been signed by both parties.

This information is strictly confidential and the Supplier may not share this with any sub-contractors or third-parties unless given express written permission by the Authority.

(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:

N/A

(2.5) Quality standards:

N/A

(2.6) Contract monitoring arrangements:

KPI - In the event that the Goods malfunction in any way that is valid under the Supplier's warranty, the Supplier shall ensure that the Goods do not experience operational downtime for no longer than 10 calendar days

(2.7) Management information and meetings:

N/A

3. CONFIDENTIAL INFORMATION (if applicable)

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

Project [REDACTED]

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]*