

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

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the “ Authority ”)
Invoice address:	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: e.g. business operational contact, project manager	Name: [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	C104658

TO

Supplier:	Luminex Corporation
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact:	[REDACTED]
Account Manager:	Name: [REDACTED] [REDACTED]

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

Name and address for notices:	Name: Luminex Corporation Address: 12212 Technology Boulevard, Suite 130, Austin, Texas, TXT78727, USA
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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 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	<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"/>											

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

1. CONTRACT DETAILS
(1.1) Commencement Date: 13 October 2022
(1.2) Services Commencement Date (if applicable): Not applicable
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The total contract value shall be sixteen thousand and thirty six pounds and thirty one pence only) (£16,036.31 Excl. VAT) (the "Total Contract Value")</p> <p>1.3.2. This comprises of the purchase and installation of one Guava Muse cell analyser to be installed at the Porton Down laboratory.</p> <p>1.3.3. Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for the Total Contract Value (the "Purchase Order"). The Purchase Order shall be for the Goods specified in section 2.2 and for the values specified in Annex 1 ("Supplier quotation"):</p> <p>1.3.4 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.6 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.7 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall commence on 13th October 2022 (the "Commencement Date") and shall, subject to clause 1.5 and unless terminated earlier in accordance with its terms, expire on 31st March 2023 (the "Term").</p> <p>1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 90 days' written notice.</p>
<p>(1.5) Term extension options:</p> <p>1.5.1 None</p>

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods and Installation:**

This Contract covers the purchase and installation of one Guava Muse cell analyser to be installed at the Porton Down laboratory. Location of equipment is set out in Section 2.2

2.1.1 The Equipment shall be supplied in accordance with the following specification (the "Specification") as set out by the manufacturer:

- Guava Muse Cell Analyser. The instrument contains: 1 laser: Green 532 nm (50 mW) with 2 fluorescent detection channels, and forward scatter. This system is the single tube sampling system for 1.5 mL tubes. Includes: Printed User Guide, Muse USB (1), Flow Cell (2), Flow Cell Removal Tool (1), System Check Kit (50 tests), ICF (Instrument Cleaning Fluid) (100 mL). Fluorescence Detection Channels: 532nm Laser: Yellow (583/26 nm), Red (695/50 nm)
- One year (12 months) manufacturer's warranty
- Muse open module software
- Muse Onsite instrument installation & application review (0600-0450)

Instruments and Accessories

Part Number	Product Name
0500-3115	Muse [®] Cell Analyzer
CN-0454-01	Muse [®] Replacement Flow Cell
4200-0140	Instrument Cleaning Fluid (100 mL)
MCH100101	Muse [®] System Check Kit
0110-8617	Muse [®] Yellow and Red Open Modules

Muse[®] Product Specifications

Input Cell Numbers	User selected; Cell concentration range of 10,000-500,000/mL
Sample Format	Single loader; <2 minutes per sample Sample volume and number of cells counted can be specified Absolute cell counts
Cell Types	Homogeneous or heterogeneous, suspension or adherent, primary cells or cell lines
Cell Size	2-60 microns (µm) in diameter
Data Handling	Data analyzed on system, with USB export of graphs, CSV files, and raw data files

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

The Supplier shall deliver the equipment to the Laboratory as detailed in the specification above at 2.1.1 and location below:

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.

2.2.3 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.4 Primary delivery contact [REDACTED]

2.2.5 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Delivery address.

2.2.7 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the delivery, installation and any validation work has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

- The Supplier shall ensure that all Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location;
- The Supplier shall ensure that all Goods are labelled with the product description, part number, volume, batch number, storage requirements and barcode.
- The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.8 The Supplier shall carry out delivery and installation within the ordinary working hours at the delivery location on the date specified.

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

Name: [REDACTED]
[REDACTED]

(2.4) Performance standards:

2.4.1 The Supplier shall ensure the goods conform and perform to the Specification.

2.4.2 Timely delivery of the Goods in accordance with section 2.6 below.

2.4.3 Proof of delivery of the Goods to be supplied with each invoice.

(2.5) Quality standards:

2.5.1 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, clause 3.6 of the Call-Off Terms and Conditions.

2.5.2 The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods. The Supplier shall ensure that all Goods comply with CE IVD (or any replacement organisation) and carry the CE IVD marking.

(2.5.5) Return Conditions:

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

2.5.5.1 The Supplier is responsible for collecting the Goods.

2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.

2.5.5.3 Return Conditions shall be in accordance with Schedule 2 - clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and Supplier Contract Manager shall meet quarterly and no less than bi-annually (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

(2.7) Management information and meetings:

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') 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 request for management information may include:

- Schedule of the equipment for Planned Maintenance;
- Schedule of the completed equipment Planned Maintenance;
- Number of service call outs received with reference to associated equipment serial number;
- Parts replaced including cost of parts and associated equipment serial number
- Downtime Notice requests received;
- Details of callouts by laboratory, including root cause analysis.

The Contract Managers shall meet no less than bi-annually to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority).

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

Pricing and individual contact details.

(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:**

Not applicable.

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<div><div></div><div>For and on behalf of the Authority</div><div></div></div> <div><div>Date Signed:</div><div>25th Oct 2022</div></div>	<div><div>Signature</div><div></div></div> <div><div>Date Signed:</div><div>25/10/2022</div></div>
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Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the equipment and complete the installation to the location set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex 1 and the Call-Off Terms and Conditions, except that any contractual terms included in any quotations included in Annex 1 does not form part of this contract.

2. Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid 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 ("the **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 Goods received and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) 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 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, 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 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to [REDACTED]

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Annex 1 – Supplier Quotation

The authority shall be purchasing items 1, 2 and 3 from the below quotation under this contract. The quotation also provides agreed pricing for consumables (items 4 and 5) and service agreement products (item 6). Should these be required, these will be ordered through separate purchase orders at the prices provided below.

QUOTATION INFORMATION for: UK Health Security Agency Created Date: 06 Jun 22	PRIMARY CONTACT INFORMATION [Redacted]
LUMINEX BUSINESS MANAGER [Redacted]	CUSTOMER LOCATION MANOR FARM ROAD PORTON DOWN SALISBURY, SP4 0JG United Kingdom

INSTRUMENTATION & OTHER PRODUCTS

#	PART NO.	QTY	DESCRIPTION	LIST PRICE (GBP)	ADJUSTED AMOUNT (GBP)	UNIT SELLING PRICE (GBP)	EXTENDED PRICE (GBP)
1.	0500-3115	1	Guava Muse Cell Analyzer; The instrument contains 1 laser: Green 532 nm (50 mW) with 2 fluorescent detection channels, and forward scatter. This system is the single tube sampling system for 1.5 mL tubes. Includes: Printed User Guide, Muse USB (1), Flow Cell (2), Flow Cell Removal Tool (1), System Check Kit (50 tests), ICF (Instrument Cleaning Fluid) (100 mL). Fluorescence Detection Channels: 532nm Laser: Yellow (583/26 nm), Red (695/50 nm) One year (12 months) manufacturer's warranty. Made in the USA.				
2.	0110-8617	1	Muse Open Module Software				
3.	CN-0472-01	1	Muse Onsite instrument installation & application review (0600-0450)				
4.	MCH600103	1	Muse Count & Viability Assay Kit (240 mL)				
5.	MCH100111	1	Muse Oxidative Stress Kit				
Subtotal							16,889.70

SERVICE AGREEMENT PRODUCTS

#	PART NO.	QTY	DESCRIPTION	LIST PRICE (GBP)	ADJUSTED AMOUNT (GBP)	UNIT SELLING PRICE (GBP)	EXTENDED PRICE (GBP)
6.	SLA-MUSE-COMPLETE	4	Muse Complete Maintenance and Service plan				