

Appendix 1

National Microbiology Framework Agreement
Order Form

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency with offices at UK Health Security Agency, 5th floor, 10 South Colonnade, London, E14 4PU
Invoice address:	Post: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG Email: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact: e.g. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency with offices at UK Health Security Agency, 5th floor, 10 South Colonnade, London, E14 4PU E-mail: [REDACTED]
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Ref:

TO

Supplier:	
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	Name: [REDACTED]

for notices:	Address: <div></div>
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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 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	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	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

	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 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 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)

1. CONTRACT DETAILS**(1.1) Commencement Date:** 27/11/2023**(1.2) Services Commencement Date (if applicable):** 27/11/2023**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

	Part Number	Qty	Description	List Price	Extended Price
1	171SCRT01				
Total:					£29,775.90

(1.4) Term of Contract: 12 months**(1.5) Term extension options:** N/A**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

X3 Bio-Plex Manager 6.2 Security Software Desktop license for upgrading standard software to security version 6.2, for use with the Bio-Plex system, allows 21 CFR Part 11 compliance; does not support instrument control and data acquisition.

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

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

(2.4) Performance standards: The Supplier warrants that it will carry out the services with reasonable care and skill and that all services supplied hereunder shall be of satisfactory quality and fit for the purpose for which they are supplied with reference to the Authority's requirements.

(2.5) Quality standards:

Bio-Rad Laboratories is the sole manufacturer and distributor of the above the offered products. Bio-Rad Laboratories AG is certified according to the standard for quality (ISO 9001) and environmental management systems (ISO 14001).

(2.6) Contract monitoring arrangements:

N/A

(2.7) Management information and meetings:

N/A

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

Supplier pricing and Supplier IPR

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

Duration of the contract

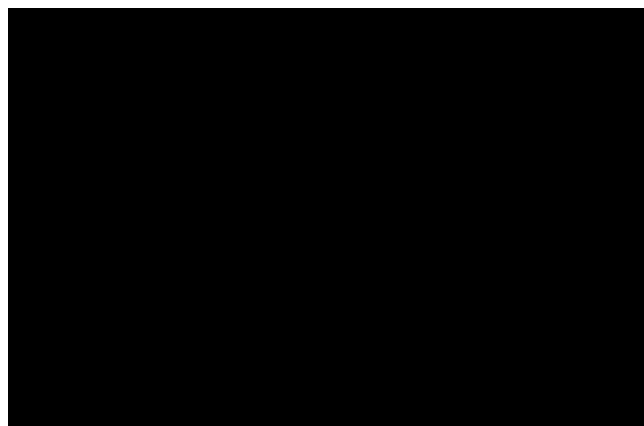
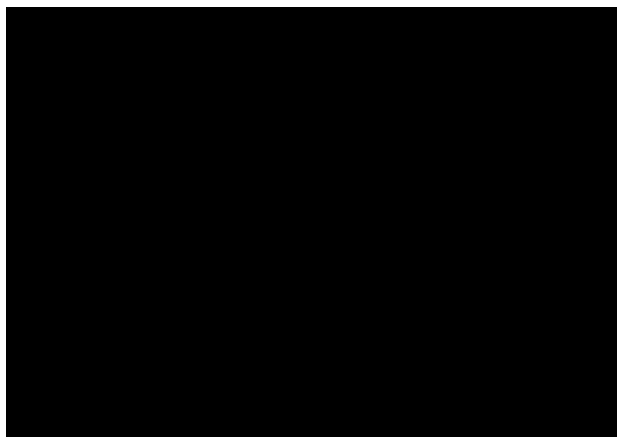
4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

In accordance with the Data Protection Protocol.

N/A

5. LEASE / LICENSE (if applicable)**(5.1) The Authority is granting the following lease or licence to the Supplier:**

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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.

Please note Bio-Rad Laboratories Ltd enclosed terms and conditions.



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