

**National Microbiology Framework Agreement
Order Form
Reference C285958
TECAN UK Limited**

FROM

| | |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authority: | 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, Canary Wharf, London, E14 4PU (the "Authority"). |
| Invoice address: | Post: The UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU Email: [REDACTED] |
| Contract Manager: | Name: [REDACTED] E-mail: [REDACTED] |
| Secondary Contact: business operational contact/project manager | Name: [REDACTED] E-mail: [REDACTED] |
| Procurement lead | Name: [REDACTED] E-mail: [REDACTED] |
| Name and address for notices: | Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU |
| Internal reference (if applicable): | SCI0457 |

TO:

| | |
|--------------------------|----------------------------------------------------------------------------------------------------------------|
| Supplier: | Tecan UK Limited, Theale Court, 11-13 High Street, Theale Reading, Berkshire, RG7 5AH (the "Supplier") |
| Contract Manager: | Name: [REDACTED] Email: [REDACTED] Phone #: [REDACTED] |

| | |
|--------------------------------------|-------------------------------------------------------------------------|
| Secondary Contact: | Name: [REDACTED] Email: [REDACTED] Phone #: [REDACTED] |
| Account Manager: | Name: [REDACTED] Email: [REDACTED] Phone #: [REDACTED] |
| Name and address for notices: | Name: [REDACTED] Address: 11-13 High Street, Theale, Reading RG7 5AH |

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 | Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked: | (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"/> |

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|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--|
| | 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 |
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| <p>(1.1) Commencement Date: As per dated UKHSA counter signature of this document.</p> |
| <p>(1.2) Services Commencement Date (if applicable): A one-year warranty will be included on parts only which will be deemed to have commenced on delivery of the parts. This contract will not include any maintenance services.</p> |
| <p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be eighteen thousand, one hundred and sixty-three pounds and seventy-two pence.(£18,163.72) (Excl. VAT) (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with 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 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 be deemed to have commenced on the date of UKHSA countersignature of this document (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st August 2024 (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 30 days’ written notice.</p> |
| <p>(1.5) Term extension options:</p> <p>N/A</p> |

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the “**Specification**”) as set out by the manufacturer:

2.1.1 This contract covers the purchase and installation of EVOware (General Purpose) software as described below.

This upgrade includes a new PC plus time to program the Application outlined below. Basic operator training will also be provided (this will not come with training certificates but will be tailored to your assay).

Also included is an optional certified training course which will allow the trainee to gain a full understanding of the software and the instrument.

Application

Following the installation of EVOware (General Purpose) on the new PC, a script will be written in order to:

- Read barcodes on sample tubes using POSID module
- Transfer of a variable number of samples from tubes to 96 well Microplates (this will utilise the existing carriers on the system as well as labware that is currently in use).
- Volume to be transferred will be less than 1000ul
- Create an output file with the barcodes of the original sample tubes and the location of the sample in the 96 well MTP.

User of any new labware currently not in use on the existing system, or any new labware requiring extra carriers will require a new quotation. This quotation also assumes that script testing will be done using suitable tips already purchased by UKHSA.

Up to 4 days Applications Time is included with this purchase. One day of this is to be used installing software and writing scripts prior to the site visit. All leftover time will be used for onsite training for users in troubleshooting and basic scriptwriting.

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

2.2.1 The Supplier shall perform the services to the sites listed in Appendix 3.

2.2.2 All planned Services delivery 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:

2.2.3 Primary delivery contact: [REDACTED]

E-mail: [REDACTED]

2.2.4 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;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the Goods/Services 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 suppliers specification and has signed the delivery note to confirm acceptance.

2.2.7 To Deliver no later than 4 weeks from receipt of a purchase order.

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

Name: [REDACTED]

Email: [REDACTED]

Phone #: [REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services in accordance with section 2.5 below.
- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with the invoice.

(2.5) Quality standards:

The Supplier shall provide the Goods/Services detailed at 2.1 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 the Supplier Contract Manager may meet Monthly (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: N/A

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 Authority:

DocuSigned by:


Date Signed: 5th June 2024

Signature for and on behalf of the Supplier:

DocuSigned by:


Date Signed: 5/6/2024

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods to the location set out in Appendix 3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and the Call-Off Terms and Conditions.

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 ("PO") number for each location. 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 received 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 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 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 Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].

Appendix 1 – Description of Goods/ Services

| Item | Material | Description | Quantity | Price | Amount |
|------|----------|---------------------------------------------------------------------------------------|----------|----------------|--------|
| 10 | 10615150 | SOFTWARE EVOWARE STANDARD Freedom EVOware standard for all Freedom EVO instruments | 1 | | |
| 30 | 30001441 | APPLICATION SUPPORT PER DAY | 4 | | |
| 40 | 30063698 | PC TECAN ADVANCED PC Tecan Advanced | 1 | | |
| | | | | List price | |
| | | | | Total | |
| | | | | Tax amount 20% | |
| | | | | Total amount | |

Appendix 2 – Warranty Service

All parts supplied by TECAN UK LTD shall have a 1-year warranty included.

Appendix 3 – Location for Delivery of Goods/ Services

| Site | Address | Point of contact |
|--------------------------------------------|-------------------------------------------------------------------------------------|------------------|
| UK Health Security Agency – Porton Down | Manor Farm Road Porton Down Salisbury, Wiltshire United Kingdom SP4 0JG | |