

Appendix 1
National Microbiology Framework Agreement
Order Form – Reference C233098
Revvity LAS (UK) Ltd

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:	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR 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] E-mail: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	SCI0364

TO

Supplier:	Revvity LAS (UK) Llantrisant Business Park, Llantrisant, Pontyclun, Rhondda, Cynon Taff, CF72 8YW
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: [REDACTED], Revvity LAS (UK) Ltd, Llantrisant Business Park, Llantrisant, Pontyclun, Rhondda, Cynon Taff, CF72 8YW

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 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"/>
	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 checked="" 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 checked="" type="checkbox"/>

1. CONTRACT DETAILS
(1.1) Commencement Date: Date of UKHSA signature
(1.2) Services Commencement Date (if applicable): Per above
(1.3) Contract Price ((i) breakdown and (ii) payment profile): 1.3.1 The total contract value shall be twenty-five thousand, five hundred and seventy pounds zero pence (£25,570) (Excl. VAT) (the "Total Contract Value"). 1.3.2 The Total Contract value comprises of repairs and inspections across ex Perkin Elmer equipment located within UKHSA sites. 1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a number of purchase orders not in excess of the Total Contract Value (the "Purchase Order"). 1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value. 1.3.5 Only orders placed directly by the Authority are binding under this Contract. 1.3.6 See Annex 1 - Pricing Information for the price of the Services. 1.3.7 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of quarterly consolidated invoices. 1.3.8 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract. 1.3.9 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.
(1.4) Term of Contract: 1.4.1 This Contract shall be deemed to have commenced on the date of signature by UKHSA (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 st March 2024 (the "Term").
(1.5) Term extension options: 1.5.1 N/A
2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Service: 2.1.1 This contract covers the repair and inspection of equipment utilised for testing, installed as part of the Authority's program of equipment installations. The equipment serial numbers are detailed at Annex 2. 2.1.2 The Supplier shall provide the Services for such equipment from the service commencement date until the end of the Term.

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

- 2.2.1 The supplier shall deliver the Services at the Premises and Location(s) as the Authority will specify on call to repair equipment.
- 2.2.2 All planned visits 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: Business Operational Contact
- E-mail: [REDACTED]

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

Contact Name: [REDACTED]

Email: [REDACTED]

Tel: [REDACTED]

(2.4) Performance standards:

- 2.4.1 The Supplier shall ensure the services conform and perform to the level of the Supplier's manufactured specifications.
- 2.4.2 Performance of the delivery of the Services shall be monitored in accordance with section 2.6 below.
- 2.4.3 Proof of delivery of the Services are to be supplied with each invoice.

(2.5) Quality Standards & Warranty:

The Supplier shall repair the Instruments to the level of OEM manufacture or, where applicable, the upgraded and latest specifications as sold/upgraded by the Supplier to the Authority.

(2.5.1) Return Conditions:

N/A

(2.6) Contract monitoring arrangements:

- 2.6.1 The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall 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:

- 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:

- 3.1.1 Supplier pricing.
- 3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives
- 3.1.3 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:

- 3.2.1 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: 21st December 2023

Signature:

For and on behalf of the Supplier

DocuSigned by:


Date Signed: 21/12/2023

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Services to the locations set out in Annex 2 of this order form and such other locations as the Authority specifies from time to time.
- 1.2. The Supplier will ensure that the provision of the Services is made in accordance with the terms of this Order Form including all Annexes, Appendices the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid quarterly invoice.
- 2.2 As soon as possible after the countersignature of the Contract, the Authority will send unique purchase order ("PO") numbers. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 Notwithstanding submission of the Purchase Order to the Supplier, the Authority is only committed to purchasing such quantities of the Services as it orders in accordance with this paragraph 2; and submission of the Purchase Order to the Supplier shall not constitute commitment on behalf of the Authority to purchase Services up to the full Contract Price.
- 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 quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 To avoid delay in payment the Supplier shall provide compliant invoices 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]

Annex 1

Pricing of Repairs & Inspections

Lab	Asset	Serial Number		Quotation Ref
AVU	Perkin Elmer Zephyr G3 NGS robotic workstation	ZY1839N0711		WO-02595314
Genomics	ASSY-SCICLONE, G3 NGS, HV HEAD, L GRIP	SS1305N1625		WO-02618785 WO-02592171
Genomics	Labchip	GT2152N1788		WO-02615526
RVU	JANUS 8TIP (8 channel pipetting head)	DG08061327		WO-02593375
RVU	Chemagic 360	20241345		WO-02593368
	Inspection Costs			
		Total		

Annex 2
Equipment Information

Lab	Machine	Serial	UKHSA Cost Centre	
AVU	Perkin Elmer Janus G3 IVD robotic workstation	JA2028N3295	EU1	
AVU	Perkin Elmer Sciclone G3 NGSx robotic workstation	SS1932N2760	EU1	
AVU	Perkin Elmer Zephyr G3 NGS robotic workstation	ZY1839N0711	EU1	
AVU	SCICLONE G3 NGS	SS1733N2298	EU1	
CSL	ASSY-SCICLONE	SS1236N1541	FFD3	
CSL	ASSY-SCICLONE	SS1305N1625	FFD3	
CSL	ASSY-SCICLONE	SS1502N1988	FFD3	
CSL	Labchip	GT2152N1788	FFD3	
CSL	Labchip	GT2203N1806	FFD3	
Leeds	Janus PCR Workstation	JA2042N3585	PSL8	
Leeds	Janus Reformatter	JA2048N3772	PSL8	
RVU	JANUS 8TIP (8 channel pipetting head)	DG08061327	FFD3	
RVU	PLATESTAK SINGLE DIVING BOARD PSS21	DS08061279	FFD3	
NCTC	Chemagic 360-D	20240256	JNM4	
NCTC	Chemagic 360 24 Rod Head	PKIH24-185	JNM4	
NCTC	96 head NA Extractor	PKIH96-654	JNM4	
NCTC	Chemagic 360	20240306	JNM4	
NCTC	12 head NA Extractor	PK1H12-063	JNM4	
RVU	JANUS G3 qPCR Workstation	JA2042N3610	EU1	
RVU	Chemagic 360	20241345	EU1	
RVU	Chemagic 360	20241405	EU1	
RVU	Chemagic 360	20241588	EU1	
RVU	96 head NA Extractor	PKIH96-1406	EU1	
RVU	96 head NA Extractor	PKIH96-1616	EU1	
RVU	96 head NA Extractor	PKIH96-1447	EU1	
RVU	Janus G3 PCR workstation	JA2046N3726	EU1	
RVU	Janus G3 reformatter	JA2047N3747	EU1	
RVU	Janus PCR Workstation	JA2048N3773	EU1	