

Appendix 1

National Microbiology Framework Agreement Order Form - [REDACTED]

FROM

Authority:	UK Health Security Agency (UKHSA)
Invoice address:	All invoices must be sent, quoting a valid purchase order number (PO Number), to: payables@ukhsa.gov.uk UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	Name: UKHSA Address: 10 South Colonnade London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference C423110

TO

Supplier:	Illumina Cambridge Limited
Contract Manager:	[REDACTED]

Secondary Contact:	
Account Manager:	
Name and address for notices:	Illumina Centre 19 Granta Park, Great Abington Cambridge, Cambridgeshire CB21 6DF, United Kingdom

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		<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 checked="" 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 checked="" 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. Our commitment to the environment is deeply rooted in our Mission. By championing a healthy planet that sustains human health and natural resources, we can contribute to a promising future for generations to come. Through our culture of continuous improvement, we manage risks, reduce adverse impacts and unlock opportunities through collaborations that help our customers achieve their environmental sustainability goals.	<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: Click or tap to enter a date.

(1.2) Services Commencement Date (if applicable): N/A

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

1.3.1 The maximum value of the instruments stated in clause 2.1 (**the “Instruments”**) of this Order Form, that can be ordered under this Contract is £ 323,929.84 (three hundred and twenty-three thousand, nine hundred and twenty nine pounds and eighty four pence) only (excluding VAT). (**the “Contract Price”**). Full details of the Contract Price per annum are contained in Annex 2- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.2 The Contract Price is exclusive of VAT at the applicable rate but is inclusive of travel, expenses including subsistence, replacement parts and labour expenses.

(1.4) Term of Contract:

1.4.1 The Contract shall commence on the Services Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 25th September 2029 (**the “Term”**).

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 3 (three) months written notice.

(1.5) Term extension options:

None

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1 The Supplier shall provide the following products (**the “Goods”**) in accordance with Annex 3 (**the “Specifications”**) of this Contract for the equipment contained within Annex 2 – Contract Price Breakdown in clause 1.3 above.

2.1.2 The Supplier shall at the earliest opportunity after the Commencement Date arrange, in accordance with clause 2.2.4, to perform the preventative maintenance services stated in Annex

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

2.2.1 The Supplier shall perform the service at all sites listed in annex 5 or such other location within the UK as advised by the Authority from time to time.

2.2.2 The Authority may at any time remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority the Supplier shall immediately suspend all costs related to, or arising from, such Instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such Instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommissioning which is necessary to confirm the status of any instruments which are moved between laboratory sites.

2.2.3 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary delivery contact (**“Delivery Contact”**) stated below at least 2 (two) Business Days prior to the Services being performed on any or all the Instruments at the relevant Premises and Locations:

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

- a Supplier name;
- b Authority's PO Number.

2.2.5 The Delivery Contact will confirm:

- a) Booking reference number;
- b) Date and time of Supplier attending the relevant Premises and Locations;
- c) Premises and Locations address where the Services shall be performed.
- d) Any relevant policies, site guidelines/instructions in advance of the Supplier attending site

2.2.6 The Authority may refuse unscheduled performance of Services. In such event, the

Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.7 The Authority reserves the right to immediately remove from the Authority's site any Personnel who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.

 be involved in the Goods / Services:

(2.4) Performance standards:

- 2.4.1 The Supplier shall deliver the Services in accordance with Good Industry Practice.
- 2.4.2 Timely delivery of the Services in accordance with section 2.6 below.
- 2.4.3 Quality of Services i.e., Services performed in accordance with the Specification as stated in Annex 3a of this Order Form.

(2.5) Quality standards:

2.5.1 The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

(2.7) Management information and meetings:

2.7.1 Contract management meetings will be set up to monitor, but not limited to, the following

- a Delivery of the KPIs and preventative maintenance activities as set out in Annex 3a – Specifications of Preventative Maintenance Activities -N/A
- b Issues – including quality and performance
- c Invoicing
- d Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
- e Issues that may have arisen (where relevant) following PM necessitating reperformance of the required Services.
- f Any other relevant business related to the scope of the Services

2.7.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional 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).

2.7.3 The Supplier shall submit the completed Management Information template (see Annex 6) 5 (five) Business Days prior to Contract management meetings.

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 Staff.
- 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:

Personal Data will be processed in line with Illumina's Data Processing Addendum which can be found at <https://www.illumina.com/content/dam/illumina-marketing/documents/documentation/Illumina-Tech-Support-DPA.pdf>

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

N/A

Signature 1:

Signature 2:



For and on behalf of the Authority

For and on behalf of the Supplier



Annex 1

Order Specific Key Provisions

1. Introduction

- 1.1. Upon receipt of your countersigned copy of this letter, the Authority will send you a unique PO Number per site. You must be in receipt of a valid PO Number before submitting an invoice.
- 1.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Business Days.

2. **Acceptance of the Services**

- 2.1 The Services shall be performed by the Supplier at the Premises and Location as agreed by the Parties in accordance with clause 2.2.3 of this Order Form.
- 2.2 The Authority shall ensure Staff shall have access to Premises and Location in accordance with clause 4 of the Call-Off Terms and Conditions.
- 2.3 The Authority shall (where relevant) provide Policies, site guidelines/instructions in advance of the Supplier attending site including the provision of any protective material such as PPE.
- 2.4 The Authority reserves the right to immediately remove from the Authority's site any Staff who do not conform to the reasonable instructions, policies, rules, and regulations of the Authority.
- 2.5 Performance of the goods shall be considered to have occurred when the Delivery Contact at the Authority's Premises and Location has signed the Acceptance of the goods form, an example of which is contained within Annex 4, thus confirming acceptance of the goods ("Acceptance"). In the event that the Services are not accepted by the Authority the Supplier shall reperform the Services at their own cost.
- 2.6 In the event that the Staff attend the Premises and Location, and the Equipment is unavailable for the Services to be performed on the date agreed between the Parties, the Parties will agree a revised date for the Services to be performed. The Supplier shall be able to request the reimbursement of the costs from the Authority in such an event and for the associated costs for a revisit i.e., calibration and labour time including travel.
- 2.7 Risk in and ownership of the Goods shall pass to the Authority when the Goods are delivered as specified in this Contract.



Annex 3 Specification

Instrument	Output (per run)	Turnaround	Footprint	Chemistry	Key Benefit
MiSeq i100 Plus	Up to 15 Gb	<24 hrs	Small (benchtop)	XLEAP-SBS	Rapid low-throughput sequencing, useful for outbreak sequencing
NextSeq 2000	Up to 540 Gb	<36 hrs	Compact - Medium	XLEAP-SBS	High-throughput, cost-effective, reduced consumable use, compatible with existing automated workflows, pan prep, metagenomics

