NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Order Form

Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services Framework.

OJEU REF - 2019/S 212-519575

Contract number/reference/date: C104320/C3284/28 October 2022

The Parties:

(1) Abbott Rapid Diagnostic Limited registered in United Kingdom no 01716581 and having its registered office at Pepper Road, Hazel Grove, Stockport, Cheshire, SK7 5BW (the "**Supplier**"); and

(2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, Smith Square, London, SW10 3HX (the "**Authority**").

Whereas:

(A) The Parties hereto have entered into the Contract.

(B) This Schedule is entered into pursuant to the Contract.

It is agreed:

1 Contract

The Contract shall comprise the following terms in the following order of precedence:

1. This Order Form and its appendices
2. The terms set out at the front end of this Contract
3. The Call-off Terms and Conditions which are appended to the Framework Agreement (Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services. OJEU REF - 2019/S 212-519575) (including its Schedules) as Appendix 3a
4. The Specification; and
5. The Framework Agreement (including its Schedules).

Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

2 The Goods

2.1 The Authority shall be entitled to buy the goods as set out below (the **"Goods"**) subject to ordering of Goods as set out in Section 7 of this Order Form.

Product Code	Product Description
191000	ID NOW Covid-19 Test Kit 24 Tests (OUS)
193000	ID NOW COVID-19 2.0 Test kit 24 tests (OUS)
SB0195	ID NOW COVID-19 2.0 Test Kit 24 tests (OUS) **including transport tubes**
26333	Universal Printer Labels - 59mm (400 roll)

2.2 The Goods shall be supplied in accordance with their respective specifications set out below (**"Supplier Specifications"**).

ID NOW Covid-19 Test Kit 24 Tests (OUS) Specification

ID NOW COVID-19 2.0

For use with the ID NOW Instrument

For use with nasal or nasopharyngeal specimens

For *in vitro* Use Only

INTENDED USE

ID NOW COVID-19 2.0 assay performed on the ID NOW Instrument is a rapid molecular *in vitro* diagnostic test utilizing an isothermal nucleic acid amplification technology (NAAT) intended for the qualitative detection of nucleic acid from SARS-CoV-2 viral RNA in direct nasal or nasopharyngeal swabs from individuals who are suspected of COVID-19.

Results are for the identification of SARS-CoV-2 RNA. The SARS-CoV-2 RNA is generally detectable in respiratory samples during the acute phase of infection. Positive results are indicative of the presence of SARS-CoV-2 RNA; clinical correlation with patient history and other diagnostic information is necessary to determine patient infection status. Positive results do not rule out bacterial infection or co-infection with other viruses.

If inconsistent with clinical signs and symptoms or necessary for patient management, negative results may be treated as presumptive and should be tested with different authorized or cleared molecular tests. Negative results do not preclude SARS-CoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results should be considered in the context of a patient's recent exposures, history and the presence of clinical signs and symptoms consistent with COVID-19.

ID NOW COVID-19 2.0 is intended for use by trained operators who are proficient in performing tests using the ID NOW Instrument.

SUMMARY AND EXPLANATION OF THE TEST

Coronaviruses are a large family of viruses which may cause illness in animals or humans. SARS-CoV-2 is an enveloped, single-stranded RNA virus of the β genus. The virus can cause mild to severe respiratory illness and has spread globally .

ID NOW COVID-19 2.0 is a rapid (positive results as early as 6 minutes, negative results in 12 minutes), instrument-based molecular isothermal nucleic acid amplification technology (NAAT) test for the qualitative detection and diagnosis of SARS-CoV-2 from nasal and nasopharyngeal swabs. The ID NOW Instrument has a small footprint and easy to use graphical user interface to allow convenience and ease of use. The ID NOW instrument enables timely diagnostic and actionable treatment decisions for rapid disposition in a variety of traditional diagnostic and decentralized near-patient environments. The ID NOW COVID-19 2.0 kit contains all components required to carry out an assay for SARS-CoV-2 on the ID NOW Instrument.

PRINCIPLES OF THE PROCEDURE

ID NOW COVID-19 2.0 is an automated assay that utilizes molecular isothermal nucleic acid amplification technology (NAAT) for the qualitative detection of SARS-CoV-2 viral nucleic acids. It is comprised of a Sample Receiver, containing elution/lysis buffer, a Test Base, comprising two sealed reaction tubes, each containing a lyophilized pellet, a Transfer Cartridge for transfer of the eluted sample to the Test Base, and the ID NOW Instrument.

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The reaction tubes in the Test Base contain the reagents required for amplification of SARS-CoV-2, as well as an internal control. The templates (similar to primers) designed to target SARS-CoV-2 RNA amplify a unique region of the RdRp segment. Fluorescently-labeled molecular beacons are used to specifically identify each of the amplified RNA targets.

To perform the assay, the Sample Receiver and Test Base are inserted into the ID NOW Instrument. The sample is added to the Sample Receiver and transferred via the Transfer Cartridge to the Test Base, initiating target amplification. Heating, mixing and detection are provided by the instrument.

REAGENTS AND MATERIALS

Materials Provided

BASE **Test Bases:** Orange plastic components containing two reaction tubes of lyophilized reagents for the targeted amplification of SARS-CoV-2 viral RNA and an internal control.

RCVR **Sample Receivers:** Blue plastic components containing 2.5 mL of elution buffer.

CARTRDG **Transfer Cartridges:** White plastic components used to transfer 2 x 100 µL of sample extract from the Sample Receiver to the Test Base.

Patient Swabs: Sterile swabs (foam) for use with the ID NOW COVID-19 2.0 Test.

Positive Control Swab: The positive control swab is coated with inactivated SARS-CoV-2 virus.

Negative Control Swab: The use of a sterile patient swab ensures appropriate negative results are obtained.

Package Insert

Quick Reference Instructions

Materials Required but not Provided

ID NOW Instrument
Nasopharyngeal Swabs

Materials Available as an Optional Accessory

COVID-19 Swab Transport Tube Accessory Pack

PRECAUTIONS

1. For *in vitro* diagnostic use.
2. To be used in conjunction with the ID NOW Instrument.
3. Treat all specimens as potentially infectious. Follow universal precautions when handling samples, this kit and its contents.
4. Proper sample collection, storage and transport are essential for correct results.
5. Leave test pieces sealed in their foil pouches until just before use.
6. Do not tamper with test pieces prior to or after use.
7. Do not use kit past its expiration date.
8. Do not mix ID NOW COVID-19 2.0 components from different kit lots.
9. Solutions used to make the positive control swab are inactivated using standard methods. However, patient samples, controls, and test pieces should be handled as though they could transmit disease. Observe established precautions against microbial hazards during use and disposal.
10. Wear clean personal protection equipment and gloves when running each test. Change gloves between the handling of specimens suspected of COVID-19.

11. **If any assay components are dropped, cracked, found to be damaged or opened when received, DO NOT USE and discard. Do not use scissors or sharp objects to open foil pouches as damage to test pieces can occur.**
12. Do not open the Sample Receiver before placing in the instrument. It will prohibit the Elution Buffer from reaching temperature and may impact test performance.
13. If the Sample Receiver is spilled while opening, clean the instrument per instructions provided in the instrument User Manual and cancel test. Repeat test with a new Sample Receiver.
14. All test pieces must be removed from the instrument according to removal instructions displayed on the instrument and disposed of according to country and local requirements. **Pieces must not be separated once they are assembled.**
15. All test pieces are single use items. Do not use with multiple specimens.
16. Once reacted, the Test Base contains large amounts of amplified target (Amplicon). **Do not disassemble the Test Base and Transfer Cartridge.** In the case of a positive sample, this could lead to amplicon leakage and potential ID NOW COVID-19 2.0 false positive test results.
17. At a low frequency, clinical samples can contain inhibitors that may generate invalid results. Site to site invalid rates may vary.
18. Due to the high sensitivity of the assays run on the instrument, contamination of the work area with previous positive samples may cause false positive results. Handle samples according to standard laboratory practices. Clean instruments and surrounding surfaces according to instructions provided in the cleaning section of the instrument User Manual. Refer to Section 1.6, Maintenance & Cleaning, for further information.

STORAGE AND STABILITY

Store kit at 2-30°C. The ID NOW COVID-19 2.0 kit is stable until the expiration date marked on the outer packaging and containers. Ensure all test components are at room temperature before use.

QUALITY CONTROL

ID NOW COVID-19 2.0 has built-in procedural controls. The result of the Procedural Control is displayed on the screen and is automatically stored in the instrument with each test result. This can be reviewed later by selecting Review Memory on the instrument.

Procedural Controls:

ID NOW COVID-19 2.0 contains an internal control that has been designed to control for sample inhibition and assay reagent function. In positive samples where target amplification is strong, the internal control is ignored, and the target amplification serves as the 'control' to confirm that the clinical sample was not inhibitory, and that assay reagent performance was robust. At a very low frequency, clinical samples can contain inhibitors that may generate invalid results.

Procedural Control Valid displayed on the instrument screen indicates that the assay reagents maintained their functional integrity and the sample did not significantly inhibit assay performance.

External Positive and Negative Controls:

Good laboratory practice suggests the use of positive and negative controls to ensure that test reagents are working and that the test is correctly performed. ID NOW COVID-19 2.0 kits contain a Positive Control Swab and Sterile Swabs that can be used as a Negative Control Swab. These swabs will monitor the entire assay. It is recommended to test these swabs once with each new shipment received and once for each untrained operator. Further controls may be tested in order to conform with local, state and/or federal regulations, accrediting groups, or your lab's standard Quality Control procedures.

CONTROL SWAB PROCEDURE

Positive and Negative Controls should be tested following the Run QC Test instructions on the ID NOW Instrument. A Positive Control Swab is included in the kit. Use a sterile swab provided in the kit as the

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Negative Control Swab. Refer to Quality Control Swab Test Procedure or Instrument User Manual for further details.

Note: *The ID NOW Instrument reports QC results as Pass or Fail.*

If the correct control results are not obtained, do not perform patient tests or report patient results. Contact Technical Support during normal business hours before testing patient specimens.

SPECIMEN COLLECTION AND HANDLING

Use freshly collected specimens for optimal test performance. Inadequate specimen collection or improper sample handling/storage/transport may yield erroneous results. Nasal swab samples may be collected by trained test administrators or by patients under supervision of test administrators. Refer to the CDC Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens from Persons for Coronavirus Disease 2019 (COVID-19) https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html

ID NOW COVID-19 2.0 is intended for testing a swab directly without elution in viral transport media as dilution will result in decreased detection of low positive samples that are near the limit of detection of the test.

Follow Standard Precautions when handling clinical specimens, all of which may contain potentially infectious materials. Standard Precautions include hand hygiene and the use of personal protective equipment (PPE), such as laboratory coats or gowns, gloves, and eye protection.

To minimize risk of contamination of PPE and swab package during sample collection, it is recommended to widely open the package by pulling from the top down. Carefully remove the swab and perform sample collection.

Nasal Swab

For optimal test performance, use the swabs provided in the test kit. Alternatively, rayon, foam, and HydraFlock® Flocked swab (standard tip) swabs can be used to collect nasal swab samples.

Puritan PurFlock Standard Tip Ultra Flocked Swabs are not suitable for use in this assay.

To collect a nasal swab sample, carefully insert the swab into the nostril exhibiting the most visible drainage, or the nostril that is most congested if drainage is not visible. Using gentle rotation, push the swab until resistance is met at the level of the turbinates (1 to 1.5 cm into the nostril). Rotate the swab several times against the nasal wall then slowly remove from the nostril. Using the same swab, repeat sample collection in the other nostril.

Nasopharyngeal Swab

Use sterile, rayon, foam, HydraFlock® Flocked swab (mini tip) or Copan Mini Tip Flocked Swabs to collect nasopharyngeal swab samples.

Puritan Mini Rayon Tip, Puritan PurFlock Mini Tip Ultra Flocked Swabs are not suitable for use in this assay.

To collect a nasopharyngeal swab sample, carefully insert the swab into the nostril exhibiting the most visible drainage, or the nostril that is most congested if drainage is not visible. Pass the swab directly backwards without tipping the swab head up or down. The nasal passage runs parallel to the floor, not parallel to the bridge of the nose. Using gentle rotation, insert the swab into the anterior nare parallel to the palate advancing the swab into the nasopharynx, leave in place for a few seconds, and then slowly rotate the swab as it is being withdrawn.

To ensure proper collection, the swab should be passed a distance that is halfway of that from the nose to the tip of the ear. This is about half the length of the swab. **DO NOT USE FORCE** while inserting the swab. The swab should travel smoothly with minimal resistance; if resistance is encountered, withdraw the swab a little bit without taking it out of the nostril. Then elevate the back of the swab and move it forward into the nasopharynx.

SPECIMEN TRANSPORT AND STORAGE

For best performance, direct nasal or nasopharyngeal swabs should be tested as soon as possible after collection. If immediate testing is not possible, and to maintain best performance, it is highly recommended that the nasal or nasopharyngeal swab is placed in a clean, unused tube labeled with patient information and capped tightly at room temperature (15-30°C) for up to one (1) hour prior to testing. Ensure the swab fits securely within the tube and the cap is tightly closed. If greater than one (1) hour delay occurs, dispose of sample. A new sample must be collected for testing. **DO NOT RETURN THE SWAB TO ITS ORIGINAL PACKAGING.**

OPTIONAL WORKFLOW - SEQUENTIAL ID NOW COVID-19 2.0 and INFLUENZA A & B 2.0 TESTING UTILIZING a SINGLE PATIENT SAMPLE and SAMPLE RECEIVER

A single patient sample can be used to run both an ID NOW COVID-19 2.0 assay and an ID NOW Influenza A & B 2 assay by reusing the Sample Receiver.

- The ID NOW COVID-19 2.0 assay must be run BEFORE the ID NOW Influenza A & B 2 assay.
- Direct (no VTM storage) Nasal or Nasopharyngeal swabs are the ONLY appropriate sample types for sequential testing.
- Sequential ID NOW COVID-19 2.0 and Influenza A & B 2 testing requires an ID NOW Influenza A & B 2 test kit.
- No more than 30 minutes should be allowed to elapse following the conclusion of the ID NOW COVID-19 2.0 assay before initiating the ID NOW Influenza A & B 2 assay.
- Up to three tests can be performed during sequential testing. If two invalid results are obtained, the Sample Receiver MUST be discarded, and testing repeated using a new patient sample.

After performing the ID NOW COVID-19 2.0 Test Procedure beginning on page 6, proceed to page 13 for the ID NOW Influenza A & B 2 Test Procedure.

TEST PROCEDURE – ID NOW COVID-19 2.0

Please refer to the ID NOW Instrument User Manual for full instructions.

If a sequential ID NOW COVID-19 2.0 followed by an ID NOW Influenza A & B 2 test is desired, follow the testing procedure as described below for the ID NOW COVID-19 2.0 assay prior to beginning testing with the ID NOW Influenza A & B 2 assay. **DO NOT dispose of the ID NOW COVID-19 2.0 Sample Receiver.** Retain it for use in the ID NOW Influenza A & B 2 portion of the testing procedure. See **TEST PROCEDURE - Workflow for Sequential ID NOW COVID-19 2.0 and ID NOW Influenza A & B 2 Assays** on page 13.

Before testing with ID NOW COVID-19 2.0:

- **Put on a clean pair of gloves.**
- Allow all samples to reach room temperature.
- Allow all test pieces to reach room temperature.
- Check that a reagent pellet is visible at the bottom of each of the reaction tubes prior to inserting the Test Base in the ID NOW Instrument. Do not use the Test Base if a pellet is not visible at the bottom of each reaction tube.

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3 Contract Period and Termination

3.1 This Contract shall be deemed to have commenced on 31 October 2022 (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2023 (the **"Term"**).

3.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than four (4) weeks' notice in writing.

3.3 The Authority shall be entitled to extend the Term in accordance with Clause 15.2 of the Call-off Terms and Conditions on one or more occasions by giving the Supplier written notice no less than four (4) weeks' notice prior to the date on which this Contract would otherwise have expired.

4 Price of Goods

4.1 Subject to Clause 7 of this Order Form, the maximum value of the Goods that can be ordered under this Contract is twenty-seven million, eight hundred thousand pounds and no pence (£27,800,000.00) (the **"Contract Price"**). Full details of the Contract Price are contained in Appendix A of this Order Form. For the avoidance of doubt the Authority is not committed to pay the Contract Price.

4.2 The Contract Price excludes VAT at the applicable rate but is inclusive of freight and delivery charges.

5 Delivery and Risk:

5.1 The Supplier shall deliver agreed quantities of the Goods to locations as direct by the Authority (the **"Delivery Locations"**). Initial forecast list of Delivery Locations is at Appendix 2.

5.2 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact and the additional delivery contact stated below (individually or collectively being known as the **"Delivery Contact"**) not less than 48 hours prior to shipping:

5.2.1 Primary delivery contact: [redacted]

5.2.2 Additional delivery contact [redacted]

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

5.3.1 Supplier name

5.3.2 Authority's PO number

5.3.3 Item reference, Supplier's part code, description and quantity

5.3.4 Item / pallet / carton reference for multi-pallet / carton shipments; and

5.3.5 Full detailed dispatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

5.4 The Delivery Contact will confirm:

5.4.1 Booking reference number

5.4.2 Date and time of delivery slot (where applicable); and

5.4.3 Delivery address.

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

5.6 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 signed the delivery note confirming receipt.

5.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

5.8 Time is of the essence as to any delivery dates under the Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4 of the Call-Off Terms and Conditions.

5.9 The Supplier shall carry out deliveries within the ordinary working hours of the delivery location on the delivery date specified.

6 Return Conditions

The Return Conditions shall be as follows:

6.1 The Supplier is responsible for collecting the Goods.

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

6.3 Return Conditions shall be in accordance with Schedule 2 - clause 4 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions.

7 Supplementary Conditions and Key Provisions

7.1 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to the Supplier in accordance with Schedule 2, clause 4.7 of the Call-Off Terms and Conditions.

7.2 Ordering Procedures:

7.2.1 Following execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of (£27,800,000 Excl. VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the **"Purchase Order"**). Thereafter, the Goods shall be called off by the Authority against the Purchase Order in accordance with the ordering process in this Clause 7.2.

7.2.2 The Authority may, but shall not be obliged to, provide the Supplier with call off orders for the Goods up to, but not exceeding cumulatively the Contract Price.

7.2.3 The Parties agree that orders are placed on a weekly basis for delivery the following week and this is the level of the commitment given.

7.2.4 Where the Authority provides the Supplier with a call off order pursuant to clause 7.2.2. above with notice that is not less than the period specified in clause 7.2.3 above then the Supplier shall fulfil such call off order.

7.2.5 Where the Authority provides the Supplier with a call off order pursuant to clause 7.2.2. above with notice that is less than the period specified in clause 7.2.3 above then the Supplier shall use its reasonable endeavours to fulfil such call off order in whole, and where the Supplier is not able to fulfil in whole in part, in the timeframe specified by the Authority.

7.2.6 Where the Authority's call off order made pursuant to clause 7.2.5. has been in the Supplier's possession for a period not less than that set out in clause 7.2.3. above the Supplier shall treat such call off order as if the Authority had submitted it pursuant to clause 7.2.4. accordingly.

7.2.7 The Supplier shall, as per the Authority's request, deliver the allocated amount to the relevant designated laboratory or laboratories on the specified Delivery Date(s).

7.2.8 The Supplier shall provide [redacted] with the delivery notes on dispatch of each allocated amount with unique reference numbers.

7.2.9 The Supplier shall provide [redacted] with a consolidated summary of the delivered allocated amounts on a monthly basis to allow verification of invoices and proof of delivery at each Delivery Location.

7.2.10 The Supplier shall not accept any requests under this Contract, made directly to the Supplier, by the Delivery Locations, including but not limited to any variance to the weekly delivery.

7.2.11 The Supplier shall provide monthly delivery information, as defined by the Authority, of all Delivery Sites via

spreadsheet and, in line with the Authority's requirement of all Suppliers.

7.2.12 In the event of an error of the system that results in the loss of Goods that is not a result of Authority operator negligence the Supplier shall replace lost materials free of charge.

7.2.13 Subject to Clauses of this Order Form, the Authority shall be entitled to order the Goods, and the Supplier shall provide the Goods. The Supplier shall deliver to such call off requirements unless otherwise agreed with the Authority.

7.2.14 At the Contract Management meeting organised by the Authority every week, the Parties shall hold a call to determine the Authority's current demand for the Goods and delivery schedule. At such meetings, the Parties shall:
(i) review the volume of Goods to be delivered for the following week
(ii) review current inventory levels for Goods and
(iii) discuss such other matters as the Parties may consider appropriate.

7.2.15 If the Authority requires additional Goods the total number of Goods set out in this order form, under the same terms set out in this Contract, the Authority will do this by submitting a new order form. The Supplier shall use its best endeavors to fulfil any Authority orders for such additional Goods in the timescales required.

7.2.16 The Supplier shall ensure that Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location

7.2.17 In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number of Assays and Consumables to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and inform the Authority of when such missing Goods will be delivered. The Supplier shall, using its best endeavors, deliver such missing Goods at the earliest possible time;

7.2.18 The Supplier shall provide [redacted] with the delivery notes on dispatch of the Goods with unique reference numbers;

7.2.19 The Supplier shall provide [redacted] with a summary of the delivered Goods on a monthly basis to allow verification of invoices and proof of delivery at each Delivery Location.

7.2.20 The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the weekly delivery to: [redacted] who will approve or reject such requests.

7.2.21 The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

7.2.22 In the event of the Contract's expiry or earlier termination for whatever reason, the Supplier shall only invoice for the stock that has been shipped and not previously invoiced.

7.2.23 The Parties agree that notwithstanding submission of the Purchase Order to the Supplier, but subject to Clause 7.2 of this Order Form, the Authority is only committed to purchasing the quantities of the Goods that have been agreed by the Authority as part of this order form.

7.3 **Authority Obligations**:

7.3.1 The Authority shall accept or reject such Goods promptly following the Supplier's delivery to the Authority.

7.4 **Invoicing Terms**

7.4.1 Payment terms are net 30 days from receipt of a valid invoice.

7.4.2 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.

7.4.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods delivered to and accepted by the Authority each month.

7.4.4 All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail [redacted] and their agreed representative before being submitted for payment.

7.4.5 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.

7.4.6 The Supplier shall provide compliant invoices that include, 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.

7.4.7 In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations by email to [redacted]

7.4.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [redacted]

7.4.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

8. Contract Managers

The Supplier's Contract Managers are:

[redacted]

The Authority's Contract Manager is:

[redacted]

9. Frequency of meetings

9.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet weekly (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

9.2 At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

9.3 Contract management meeting will be set up to monitor the following:

9.3.1 Delivery on time and in full;

9.3.2 Stock Level held by the Supplier at the Authority's request;

9.3.3 Issues;

9.3.4 Invoicing; and

9.3.5 Discuss such other matters as the Parties may consider appropriate including but not limited to the below KPIs:

KPI's

9.4 The Supplier agrees to conform to the following key performance indicators **("KPIs**") during the Term of this Contract

9.4.1 Quantity of deliveries correct against the relevant Order (including deliveries in excess and shortfall of the Order quantity)

9.4.2 Quality of delivery in accordance with the Framework Agreement and this Contract (including delivery presentation in accordance with the Framework Agreement and this Contract (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration the Framework Agreement and this Contract requirements) and damaged Goods (the Goods must be in a condition that is new and ready to use)

9.4.3 Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Framework Agreement and Contracts)

9.4.4 On a monthly basis (unless otherwise notified by the Authority) the Supplier shall provide a management information report that shall include evidence of compliance against KPIs per this clause 9.4.

9.4.5 The Supplier shall ensure that the Goods shall perform to the standards detailed within Appendix B of this Order Form.

10. Quality Assurance Standards for the Goods

10.1 The quality assurance standards set out in the Supplier's Specification set out Clause 2 of this Order Form shall apply to the manufacture and supply of the Goods.

11. Requirements for Use by Dates

11.1 The Supplier shall ensure that the Goods have an expiry date of at least six (6) months following the date of delivery by the Supplier.

12. Data Protection Protocol

12.1 The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

This Contract has been entered into on the day and date given below:

Signed
[redacted]or and on behalf of the Supplier

[redacted]

Date Signed: 28/10/2022

Signed
for and on behalf of the Authority

[redacted]

Date Signed: 28/10/2022

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Appendix A

Goods Information and Pricing

Goods Information and Pricing		
Product Code	**Product Description**	**Price Each**
191000	ID NOW Covid-19-1.0 Test Kit 24 Tests (OUS)	[redacted]
192080	ID NOW COVID-19 2.0 CNTRLS 24 SWABS (EUA)	[redacted]
193000	ID NOW Covid-19-2.0 Test Kit 24 Tests (OUS)	[redacted]
SB0195	ID NOW COVID-19 2.0 Test Kit 24 tests (OUS) **including transport tubes** (190010)	[redacted]
26333	Universal Printer Labels - 59mm (400 roll)	[redacted]

Appendix B
Delivery Locations

To be advised at time of order placement as per clause 5.1.