

## National Microbiology Framework

## Appendix 1

# National Microbiology Framework Agreement Order Form

## FROM

|  |  |
|--|--|
| <b>Authority:</b>  | The Secretary of State for Health and Social Care as part of the Crown through the <b>UK Health Security Agency</b> with offices at Nobel House, 17 Smith Square, London, SW1P 3JR |
| <b>Invoice address:</b>  | Post: UKHSA Accounts Payable Team<br>Financial Accounting Services<br>Porton Down, Manor Farm Road, Salisbury,<br>Wiltshire, SP4 0JG<br>[REDACTED]                                 |
| <b>Contract Manager:</b>   | Name: [REDACTED]<br>[REDACTED]   |
| <b>Secondary Contact:</b><br>e.g. business<br>operational<br>contact, project<br>manager | Name: [REDACTED]<br>[REDACTED]   |
| <b>Procurement lead</b>  | Name: [REDACTED]<br>[REDACTED]   |
| <b>Name and address<br/>for notices:</b>   | Name: [REDACTED]<br>Address: UK Health Security Agency, Nobel House, 17 Smith Square,<br>London, SW1P 3HX.   |
| <b>Internal reference<br/>(if applicable):</b>   | To be quoted on all correspondence relating to this Order Form:<br>C163944   |

## TO

|                           |             |
|---------------------------|-------------|
| <b>Supplier:</b>          | HOLOGIC LTD |
| <b>Contract Manager:</b>  | [REDACTED]  |
| <b>Secondary Contact:</b> | [REDACTED]  |

National Microbiology Framework

|                               |  |
|-------------------------------|--|
| Account Manager:              | <div></div>  |
| Name and address for notices: | Name: HOLOGIC LTD<br>Address: Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ |

## National Microbiology Framework

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

|                   |  |  |
|-------------------|--|--|
| <b>Appendix A</b> | Call-off Terms and Conditions for the Supply of Goods and the Provision of Services  | <b>Applicable to this Contract</b>   |
| <b>Appendix B</b> | Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services  | <input type="checkbox"/> (only applicable if this box is checked)  |
| <b>Appendix C</b> | Optional Additional Call-off Terms and Conditions for Maintenance Services   | <input checked="" type="checkbox"/> (only applicable if this box is checked)   |
| <b>Appendix D</b> | 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)) |
| <b>Appendix E</b> | Optional Additional Call-off Terms and Conditions for Reagent Rental   | <input type="checkbox"/> (only applicable if this box is checked)  |
| <b>Appendix F</b> | Optional Additional Call-off Terms and Conditions for Managed Equipment Services   | <input type="checkbox"/> (only applicable if this box is checked)  |
| <b>Appendix G</b> | 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)) |
| <b>Appendix H</b> | Further Optional Additional Call-off Terms and Conditions<br>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   |  |
|                   | 2. TUPE on exit  |  |
|                   | 3. Different levels and/or types of insurance  |  |
|                   | 4. Induction training for Services   |  |
|                   | 5. Further Authority obligations   |  |

## National Microbiology Framework

|   |   |                                     |  |
|---|---|-------------------------------------|--|
|   | 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 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"/> |  |
| 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) |

## National Microbiology Framework

**1. CONTRACT DETAILS**

**(1.1) Commencement Date:** As per UKHSA signature on this contract

**(1.2) Services Commencement Date (if applicable):** 1/4/2023

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

The total contract value shall be One Hundred and Eighty Five Thousand Six Hundred and Sixty-Seven Pounds only (£185,667) excluding VAT (the **"Total Contract Value"**).

1.3.2. The contract comprises of service and maintenance on Hologic Panther instruments across three (3) UKHSA laboratories. (the **"Services"**)

| Serial Number | Location   | Cover period                      | Cost per machine | Cost per lab |
|---------------|------------|-----------------------------------|------------------|--------------|
| 2090000344    | Bristol    | 01/04/2023<br>until<br>31/03/2024 |                  |              |
| 2090000608    | Bristol    |                                   |                  |              |
| 2090002945    | Bristol    |                                   |                  |              |
| 2090001302    | Bristol    |                                   |                  |              |
| 1010910324    | Bristol    |                                   |                  |              |
| 2090003714    | Birmingham |                                   |                  |              |
| 2090000512    | Birmingham |                                   |                  |              |
| 2090003984    | Birmingham |                                   |                  |              |
| 2090003264    | Cambridge  | 01/06/2023<br>until<br>31/03/2024 |                  |              |
| 2090002493    | Cambridge  |                                   |                  |              |
| TOTAL         |            |                                   |                  | £185.667     |

1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order(s) for the Total Contract Value (the **"Purchase Order"**). The Purchase Order shall be for the Services specified at section 2.1.

1.3.4 Only orders placed directly by the Authority are binding under this Contract.

1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 3 of Annex A (Order Specific Key Provisions).

1.3.6 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.

1.3.7 The Purchase Order(s) issued by the Authority in respect of this Agreement do not form part of this Agreement.

## National Microbiology Framework

1.3.8 The Supplier shall invoice the Authority for the Services annually during the Term of the Contract.

**(1.4) Term of Contract:**

1.4.1. This Contract shall commence on 1<sup>st</sup> April 2023 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2024 (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 90 days written notice

**(1.5) Term extension options:**

1.5.1 The Authority may give notice of its intention to extend the contract for the period 1 April 2024 to 31 March 2025, or such shorter period as the Authority may specify in the notice, (the “**Extension Period**”) by giving the Supplier written notice no later than 1<sup>st</sup> March 2024.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

**(2.1) Description of the Goods / Services:**

The provision of maintenance and servicing by the Supplier in relation to Hologic equipment held by the Authority and as listed below.

| Serial Number | Location   | Cover period                      |
|---------------|------------|-----------------------------------|
| 2090000344    | Bristol    | 01/04/2023<br>until<br>31/03/2024 |
| 2090000608    | Bristol    |                                   |
| 2090002945    | Bristol    |                                   |
| 2090001302    | Bristol    |                                   |
| 1010910324    | Bristol    |                                   |
| 2090003714    | Birmingham |                                   |
| 2090000512    | Birmingham |                                   |
| 2090003984    | Birmingham |                                   |
| 2090003264    | Cambridge  | 01/06/2023<br>until<br>31/03/2024 |
| 2090002493    | Cambridge  |                                   |

The fully comprehensive service contract includes the following.

1) All service Labour, Travel and Parts Cost.

National Microbiology Framework

- 2) Unlimited engineer on-site the next business working day after an emergency call (Currently Mon - Fri).
- 3) Unlimited application support by Molecular Application Specialists.
- 4) Unlimited technical phone support via Hologic Plus Technical Support department.
- 5) Two Preventative Maintenance Visits per year of service contract.
- 6) Technical Service performed exclusively by official Hologic service professionals.

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

2.2.1 The Supplier shall deliver the services at the following locations:

Bristol UKHSA  
Pathology Building (Phase 2)  
Southmead Hospital  
Bristol  
BS10 5NB

[REDACTED]

Birmingham UKHSA  
Heartlands Hospital  
Bordesley Green East  
Birmingham  
B9 5SS

[REDACTED]

Cambridge UKHSA  
Box 236  
Cambridge University Hospitals NHS Foundation Trust  
Hills Road  
Cambridge  
CB2 0QQ

[REDACTED]

2.2.2. All planned Services delivery shall be pre-advised by the Supplier to the Authority's

## National Microbiology Framework

primary delivery contact stated below (individually or collectively to be known as the “**Delivery Contact**”) at least 48 hours prior to attendance:

2.2.3 Primary delivery contact:

Email: [REDACTED]

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

- Supplier name;
- Authority's Order Number;
- Item reference and description;
- 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 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 signed service record or similar.

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute, or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.

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

[REDACTED]

[REDACTED]



## National Microbiology Framework

**(2.4) Performance standards:**

The Supplier shall provide on-call engineer site visits to carry out repairs and/or planned maintenance as and when requested by the Authority.

**(2.5) Quality standards:**

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

**(2.6) Contract monitoring arrangements:**

Regular review meetings to be organised between the Supplier and the Authority. Management information on the orders and projects will be discussed in this meeting as well as the key performance indicators.

**(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).

2.7.2 Performance and key performance indicators to be reported by the Supplier on an annual basis include:

1. List of current equipment (the "**Asset Register**");
2. Schedule of the equipment for Planned Maintenance in the forthcoming year;
3. Schedule of the completed equipment Planned Maintenance;
4. Number of service call outs received with reference to associated equipment serial number;
5. Equipment performance reviewed including levels of equipment break down;
6. Review of response time and time to fix rate resolution
7. Details of callouts by location, including root cause analysis; and repairs carried out on-site

**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.

National Microbiology Framework

**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 license to the Supplier:**

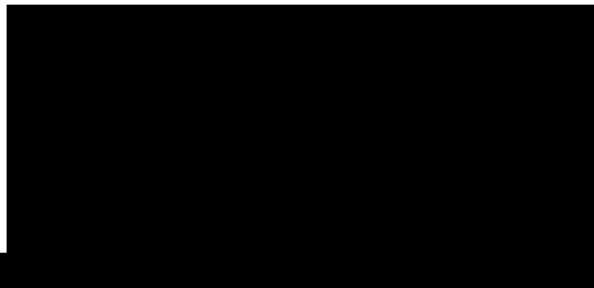
Not applicable

Signed for and on behalf of the Supplier:



Date Signed: 19th April 2023

Signed for and on behalf of the Authority:



Date Signed: 19/04/2023

## National Microbiology Framework

**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.

**2.0. Delivery and Risk:**

2.1. The Supplier shall deliver the services to the locations set out in section 2.3.1 of the Order Form.

2.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, and the Call-Off Terms and Conditions.

**3.0. Invoicing Process:**

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

3.2. 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. The Supplier must be in receipt of a valid PO number before submitting an invoice.

3.3. 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.

3.4. 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.

3.5. To avoid delay in payment it is important that the Supplier provides a compliant invoice 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.

3.6. In support of Goods/Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods/Services at the Authority's nominated Delivery Locations.

3.7. Supplier queries regarding payment must be forwarded to the Authority's Account Payable section by email to: [REDACTED]

**4. Access to Premises and Location**

4.1. Supplier staff shall hold the relevant security clearance for the Premises and Location where the Services shall be performed, where appropriate.

4.2. The Authority's authorised representative at the Premises and Locations shall provide to the Supplier such reasonable access to the Premises and Locations as may be required, in accordance with clause 4 (Operation of the Services) of the Call-Off Terms and Conditions, to provide the Services.