

SERVICE AND MAINTENANCE AGREEMENT

Service agreement for Transmission Electron Microscope in Colindale (Contract ref: 148834)

This agreement is made between:

The **Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency** (the "Authority")

and **JEOL (UK) Ltd** of JEOL House 1-2 Silver Court, Watchmead, Welwyn Garden City, Hertfordshire, England, AL7 1LT (the "Supplier")

The agreement is made up of the following documents:


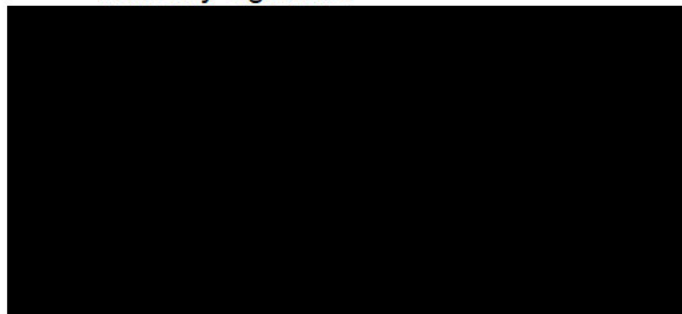
- (a) Commercial Schedule (contained within this document)
- (b) The Specification (contained within this document)
- (c) Appendixes
 - a. Appendix 1 – Maintenance checklist TEM
 - b. Appendix 2 – UKHSA Purchase Order T&Cs

The term of this agreement is 12 months, starting from 1st of March 2023 to 28^h February 2024. After this period, the term of the Agreement shall be extended if the Parties have mutual written consent.

The terms and conditions outlined in this agreement shall be subject to and subordinate to any conflicting or inconsistent terms and conditions contained in the Purchase Order T&Cs attached in Appendix 2 – UKHSA Purchase Order T&Cs, which shall prevail and be applied in the event of any such conflict or inconsistency.

Authority Signature:

Supplier Signature:



Date Signed: 7/3/23

Job Title:

Date:

Date Signed: 7/3/23

Job Title:

Date:

SERVICE AND MAINTENANCE AGREEMENT**COMMERCIAL SCHEDULE****1 – Agreement Scope: Maintenance and repair service for Transmission Electron Microscope (TEM)**

The UKHSA, is procuring a maintenance and repair service for a **Transmission Electron Microscope (TEM)** and ancillary equipment (digital camera, microscope chiller, UPS and ultramicrotome). This kit is used to provide a routine diagnostic service, research EM as well as emergency response.

The repair and maintenance service will cover the **Instruments** for a period of 12 months.

The Supplier shall supply to the Authority the services detailed in ‘**Standard Service Agreement**’ Specification for the following equipment (“**Instruments**”).

Instruments	Serial Number	Start Date	Duration	Agreement terms	Fee
1400	EM27010 EM184700822	01/03/2023	12 months	Standard	
Chiller	CHLTHP00500	01/03/2023		Standard	
UPS	Borri B5006kVA	01/03/2023		Standard	
Ultra Microtome	UC7	01/03/2023		Standard	
Deben Camera	AMT Nanosprint 12	01/03/2023		Standard	
					Total (exc. VAT) £20,328.54
Engineering Daily Charge:					

SERVICE AND MAINTENANCE AGREEMENT**2 – Standard engineering fee for exclusions to the services**

In the event that Limitations and Exclusions apply as set out in this schedule then Staff shall work with the Authority to correct such an issue. The Engineering Daily Charge stated in the table above shall apply.

Supplier will provide Authority with a quotation for any such work and obtain Authority agreement in advance.

3 – Premises and Locations

The Premises and Locations for the performance of this Contract by the Supplier are:

Virus Reference Department

UK Health Security Agency

61 Colindale Avenue London

NW9 5EQ

4 – Instrument damage by staff

In the event that Staff damages any of the Instruments stated in the Agreement Scope in the Commercial Schedule while at the Premises and Locations, Supplier shall, reimburse the Authority for the repair. Supplier shall ensure that all Staff providing the Service shall be suitably qualified and experienced to ensure that the Service shall be provided with all reasonable skill and care and with the diligence, prudence, foresight and judgement that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances and in accordance with all laws and regulations in force.

5 – Instrument waste and WEEE

Waste generated by the Instrument is the responsibility of the Authority. For Instruments placed into the field after 1st July 2007, Supplier shall take full responsibility for the end-of-life environmental disposal under the WEEE 2006 (Statutory Instrument No. 3289, amended 2007) regulations. Supplier's responsibility transferred to B2B Compliance ref: WEEE/MP3338PT/SCH in accordance with Part 4 and Schedule 5 – 7 of the Regulations as stated in part IV Section 17.

SERVICE AND MAINTENANCE AGREEMENT**6 – Limitations and Exclusions**

Supplier shall supply the Service as described in this Agreement. The Authority shall use reasonable endeavours to ensure that the Instruments that are to be serviced under this Agreement are used in an appropriate manner. In the event where a failure has occurred the Supplier shall not be deemed liable for the following exclusions:

- a) Failure is subsequent to an accidental damage, human error or facilities failure (e.g. power, fluids, air conditioner).
- b) The Instrument has been modified or repaired without Supplier's written permission.
- c) Failure is due to any natural disaster, environmental changes that are not within the Authority's reasonable control or acts of God
- d) Authority shall take reasonable steps to ensure that the Authority's obligations are met for Access and Working conditions as stated below and that the Authority has complied with their responsibilities as stated in Movement of Instrument below.
- e) Failure is due to any third party accessory not covered by this Contract.
- f) The Instrument and any associated peripheral control systems, computers, etc. have deliberately or accidentally become infected with any virus, Trojan horse, worm or any other malicious software other than by Supplier. This condition applies even if it cannot be clearly demonstrated that the malicious software is the cause of the failure or if the malicious software has been removed.
- g) Supplier cannot guarantee a repair where the sub-system or component is supplied by a third party who is unable to provide support or parts to Supplier. e.g. where a component is no longer manufactured. In such case, Supplier will attempt the repair on a best endeavour basis.
- h) Return Goods Policy for components supplied by a third-party supplier is exclusively based on the third party supplier's original packing conditions as notified by Supplier to Authority.
- i) The repair of excluded failures as defined in this section shall be subject to the full standard (no discount) rate for such work. Supplier will provide Authority with a quotation for any such work and obtain Authority agreement in advance. Such agreement shall not be unreasonably withheld or delayed.
- j) The Supplier shall provide a factory issued software update that will provide fixes for bugs ("Factory Update"), The Supplier shall not be responsible for the provision of any software upgrade that will provide increased functionality unless it is part and parcel of the Factory Update.
- k) Components and subsystems covered by this Agreement, but which are possibly subject to radioactive or other contamination, will only be repaired or replaced if certified to be decontaminated in accordance with Authority's standard operating procedures.
- l) Supplier cannot be held responsible for Instrument performance issues caused by 3rd party filaments (Tungsten SEM)- these are not covered by the service agreement. Visits

SERVICE AND MAINTENANCE AGREEMENT

by Supplier personnel to correct these issues will be chargeable. Standard engineering fee daily rate+ expenses will apply. Supplier will provide Authority with a quotation for any such work and obtain Authority agreement in advance.

7 – Access and working conditions

- The Authority shall provide to Staff any necessary and easy access to the Instrument.
- The Staff shall be granted sufficient space to work in normal conditions. The working place shall be well lit and have AC power sockets. The Authority shall provide to Staff cleaning material and solvents, fluids, gases, chemicals, etc. which are standard in a laboratory such as the Authority's.
- For existing Instruments installed in a controlled area (radioactive area, clean room, etc.), the Authority shall supply necessary regulation documentation, safety devices, protective clothing and training as required.
- The Authority shall provide, where practical, Staff a parking space for one vehicle at a reasonable distance from the normal entrance where it is necessary for Staff to bring goods to site >20kg. (on a best effort basis) or provide a goods drop-off point.
- The Authority shall provide a safe working environment in compliance with HSE or equivalent standard for Staff.
- Staff will follow all Authority site safety rules, regulations, instructions and Policies, where provided by the Authority, as stated in clause 7.2 of Schedule 2, together with all reasonable instructions of the Authority. The Authority reserves the right to immediately remove from the Authority's site any Staff who do not conform to the aforementioned reasonable instructions, policies, rules and regulations of the Authority.

8 – Movement of Instrument

- This Agreement does not include any relocation of the Instruments.
- The Authority shall inform Supplier, at least 60 calendar days in advance, of any proposed relocation of the Instrument.
- Any relocation of the Instruments stated within this Agreement shall be carried out only under the control and supervision of a Supplier qualified engineer or Supplier appointed agent otherwise the Agreement shall be invalidated.
- Fees involved for site checking, packing, transport and relocation shall be invoiced additional to the Agreement, and shall be based on a discounted tariff. A quotation shall be provided for such a case before any visit.

SERVICE AND MAINTENANCE AGREEMENT

9– System responsibility

- Supplier reserves the right not to provide total system responsibility where third party attachments are supplied and installed without reference to Supplier. Where equipment from third party companies is included within the Agreement, Supplier will assume total system responsibility only in regard to the administration of this third-party equipment.

SERVICE AND MAINTENANCE AGREEMENT**'Standard Service Agreement' Specification ("The Service")****1400, Chiller, UPS and Ultra Microtome**

- All Supplier labour included for annual preventative maintenance as stated in Preventative Maintenance visit summary below ("**Preventative Maintenance**").
- All Supplier labour for breakdowns included. The Supplier shall attend all breakdown calls within 72 hours of notification. Notification can be made by telephone or by email.
- Unlimited telephone and email support
- UK and Ireland travel costs included (excluding flights/taxis)
- [REDACTED]
- [REDACTED]
- Access to master debugging software platform (Supplier access only) (includes master re-alignment tables) where applicable
- X-ray leakage checks and certificate (Legal requirement)
- Environmental recycling of SF6 Gases taken care of (Legal requirement)
- Scheduled service reminders and planning
- Discounted applications training
- Discounted Instrument relocations
- Discounted site surveys

Deben Camera

- Unlimited telephone and e-mail support.
- Installation & support of a backup hard disk in the AMT camera system for quick and easy system recovery in case of disk failure
- Annual preventative maintenance visit and software upgrad
- Emergency service visits in case of system breakdown (5 working day response, under normal circumstances)
- Priority response to breakdowns and support
- System parts included are the Camera & TEM interface, computer system and software.

SERVICE AND MAINTENANCE AGREEMENT

- Priority access to loan equipment in case of breakdown.
- Software upgrades for the AMT acquisition software.
- Any additional days over and above those stated will be charged at the [REDACTED].

Preventative Maintenance Visit Summary

The Supplier shall perform the following, as a minimum and where appropriate, during Preventative Maintenance in accordance with **Appendix 1 – Maintenance Checklist TEM**:

- Cleaning of the Instrument
 - Replacement of end-of-life consumables
 - Calibrations to restore factory specifications
 - HT (High Tension) system measurements, observations & corrections
 - Vacuum system check / leak tests and repair (when required)
 - Column aperture check / calibration
 - Camera function checks
 - Lens & deflector alignment
 - Compressor/pneumatic system checks, oil replacement and repairs (when required)
 - Cooling system checks
 - X-ray leakage checks and certificate 'critical examination' (RPA (Radiation protection adviser) certified Engineer) (Legal requirement)
-
- Identify and solve existing problems before they escalate and become costly
 - Catch potential issues before they develop into serious faults
 - Increase Instrument reliability to enable you to focus on your research
 - Calibration documentation and service report

During the Contract lifetime, the Supplier shall be responsible for maintaining the standard as laid down in the Instrument's Maintenance Check List form provided (See Appendix 1)

Supplier's Working Days are between 08:30 and 17:30 from Monday to Friday in the UK, excluding Public Holidays, unless otherwise stated.

SERVICE AND MAINTENANCE AGREEMENT**Repair Service**

Supplier shall supply necessary remote support, qualified staff and test equipment to service and repair, either at Authority's site or at the Supplier's workshop. Supplier will make reasonable efforts to ship replacement parts or components required for service or repair, identifying the requirement for the part or component.

On completion, Supplier shall prepare a service report which shall be presented to the Authority for approval (see Appendix 1 – Maintenance Checklist TEM). This report will detail the work undertaken, parts used and the job reference number, together with the hours on site and travel time for each day ("Service Report"). The Authority shall retain a copy of the approved Service Report.

Labour is provided by UK based staff only. Additional labour that is deemed necessary for repairs/installs/technical support for instruments that are not covered by this agreement is not included in this agreement.

SERVICE AND MAINTENANCE AGREEMENT

Appendix 1 – Maintenance checklist TEM

JEOLP.M. report for TEM

TEC: [REDACTED] :

Date	Call Number										
Customer	CHK : Check, Confirmed function ADJ: Readjust, Cleaning, Greased up REP : Repaired, Renewed part(s) NB: For items not applicable mark as N/A										
Model											
Ref. No.											
	CHK	ADJ	REP						CHK	ADJ	REP
High Voltage				Lens & deflectors							
Ripple (HR type) mV at				Gun A							
Stability (HR type)				C..L.A							
Dark current uA at kv				C.L. stig							
Cable				O.L. stig							
Gas pressure				I.S							
Filament / Wehnelt				I.L.Stig							
Anode(s)				P.L.A							
Vacuum				Focus point							
Gun uA/hour											
Column uA/hour				Air / Water 'Power							
Camera uA/hour				Compressor drain							
				Compressor oil							
SPC				Air leak							
PEG				Water temperature							
SIP (1)				Water flow							
SIP (2) pa				Water hoses							

SERVICE AND MAINTENANCE AGREEMENT

Valve function / pumping sequence				Integrity check of incoming power			
R.P Oil				Misc.			

R.P V Belt				Lamps			
R. p. Filter				Switches			
R.p. Motor				Potentiometers			
Diffusion pump				Encoders			
Diffusion pump Thermostat				Critical Examination			
				Final check			
Rubber hoses				Alignment			
Airlock valves				Image			
Column							
C.C. Pole piece							
C.L. fixed aperture							
C.C. movable aperture							
O.L. Pole piece & stigmator cap							
O.L. movable aperture							
1.1- movable aperture							
Cooling fin							
ACD grounding				The incoming power line should be visually inspected and the earth continuity checked.			
Goniometer							
Specimen holder							
Camera							
Screen movement				REMARKS			
Shutter							
Plate advance							
Exposure meter							

SERVICE AND MAINTENANCE AGREEMENT

Customer signature

Engineer signature

Top copy for customer. second copy for office
MSF063 Issue 9 Nov 2012**SERVICE REPORT/DELIVERY NOTE**

EMAIL: uk.svc@jeoluk.com

CAL

L NO:

CUSTOMER:ENGINEER:

DATE:

REF NO:

Breakdown:		Training		Demo:		Training U Re-install: CI Install:		O Office: O Customer Engineer		Site_chk: <input type="checkbox"/>		O	
Contract status		C]		Type (No_S/C: C]		Extra_S/C:					
		C]		C]									
AB C]				SPA C]		RUssIA <input type="checkbox"/>		ASIA <input type="checkbox"/>		JAPAN <input type="checkbox"/>			
ENGINEER TIME						ENGINEER REPORT							
DATE	START TIME ON SITE	FINISH TIME	TRAVEL TO	TRAVEL FROM	LOGGED								

SERVICE AND MAINTENANCE AGREEMENT

DESCRIPTION OF MATERIAL	PART NUMBER	CARD NO	QTY USED	LIST PRICE	DISCOUNT Office use only	TOTAL
NOTE: 15% DISCOUNT FOR ALL PARTS SUPPLIED UNDER CONTRACT						
TOTALS PRICES ARE EXCLUSIVE OF VAT WHICH IS APPLICABLE AT CURRENT RATES						TOTAL

Where VAT exemption applies it is the customer's responsibility to supply the certificate

INSTRUMENT:SERIAL NO:

CUSTOMER ORDER NUMBER (Please supply if parts / labour are chargeable):

CUSTOMER NAME:

SIGNATURE:

JEOL MANAGER:

INVOICE NO:

Copy : Customer

YELLOW copy : Engineer
MSF023 ISSUE 9.2

BLUE copy : Accounts

WHITE : Customer File
WHITE

SERVICE AND MAINTENANCE AGREEMENT**Appendix 2 – UKHSA Purchase Order T&Cs****1. DEFINITIONS**

1.1 In these conditions "UKHSA" means United Kingdom Health Security Agency, and "Supplier" means the person or company to whom this purchase order is addressed.

1.2 Where the Contract is for the provision of services, the words "the goods" shall be read, where the Contract permits, as meaning the services which the Supplier has contracted to provide.

2. CONDITIONS

2.1 These conditions shall form the basis of the Contract between UKHSA and the Supplier.

2.2 Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the Supplier, these conditions shall apply insofar as expressly agreed in writing by UKHSA.

2.3 No servant or agent of the UKHSA has the authority to vary these conditions orally.

2.4 If the Supplier shall not previously have accepted these conditions, then delivery shall constitute such acceptance.

2.5 These general conditions shall be subject to such further special conditions as may be prescribed by UKHSA in writing.

2.6 In the event of any conflict, or apparent conflict, between the special conditions and the general conditions, the special conditions shall prevail.

3. PRICES

3.1 Prices shall be net, all cash and trade discounts being allowed for but include for packing and transport unless otherwise stated.

3.2 All invoices and statements must show separately the VAT rate and the amount of VAT charged, where applicable, and the Supplier's VAT registration number.

4. PAYMENT

4.1 Payment in respect of the goods and/or services supplied shall normally be made within 30 days of a valid invoice being received at The UKHSA Accounts Payable Team, Financial Accounting Services, UKHSA Porton Down, Salisbury, Wiltshire, SP4 0JG.

5. PACKING

5.1 All goods must be properly packaged to survive transit to the delivery address and to resist pilferage, distortion, corrosion or contamination.

5.2 All goods shall be clearly and legibly labelled and addressed.

6. DELIVERY

6.1 The Supplier shall deliver and unload the goods to the point of delivery specified not later than any date for delivery stated on the Purchase Order.

6.2 Time shall be of the essence for this Contract.

7. GUARANTEE

7.1 It shall be a condition of the Contract that the goods or services comply in all respects with the Contract description overleaf, and with any statements or undertakings made by the Supplier, or his servants or agents, prior to the issuance of the Purchase Order.

7.2 The Supplier undertakes that all goods and services supplied by him shall be of first class quality and recognises that UKHSA has placed the order relying upon the skills and expertise of the Supplier and any statements and representations made by him.

7.3 If any part of the goods or services supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then UKHSA may call upon the Supplier (but without prejudice to UKHSA's other rights) to rectify the defects or replace the goods (at UKHSA's option) at the Supplier's own expense.

7.4 All obligations within Clause 7 shall further apply to any such rectified or replacement goods.

8. PASSING OF PROPERTY AND RISK

8.1 The property and risk in the goods shall pass to UKHSA on delivery but without prejudice to any right of rejection.

9. RECOVERY OF SUMS DUE

9.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with UKHSA.

SERVICE AND MAINTENANCE AGREEMENT**10. CANCELLATION**

10.1 UKHSA shall be entitled to cancel this order at any time by giving written notice to the Supplier.

10.2 If UKHSA exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability

11. INDEMNITY

11.1 The Supplier shall keep UKHSA fully and effectively indemnified against:

(i) Any claims for infringement of any letters patent or registered design trademark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which UKHSA may incur in any action for such infringement or for which UKHSA may become liable in such action; and

(ii) Any royalties payable by the Supplier; and

(iii) Any claim in Contract or tort or otherwise; for any direct or indirect damages, expenses or costs relating to damage to property; or injury or loss to any person, firm or company; or for any loss of profit or production arising out of, or occasioned by, any error in design or drawings; or any defects in or failure of the goods or part thereof provided; or work performed by the Supplier or occasioned by reason of any act or omission by the seller of any sub-contract of his.

12. BANKRUPTCY

12.1 If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamating, or carry on its business under a receiver for the benefit of its creditors or any of them, UKHSA shall be at liberty either:

(i) To terminate the Contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to any person in whom the Contract may become vested; or

(ii) To give such receiver, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract.

13. CONFIDENTIALITY

13.1 The Supplier shall not during or after the end of the Contract disclose any information relating to UKHSA's business or operating methods that become known to the Supplier during the provision of the Supplies under the Contract save such information which:

(i) Is or becomes generally available to the public through no act or default on the part of the Supplier; or

(ii) Was already in the possession of the Supplier and at its free disposal before disclosure to the Supplier hereunder; or

(iii) Is disclosed to the Supplier without any obligations of confidence by a third party who has not derived it directly or indirectly from UKHSA; or

(iv) The Supplier is obliged to disclose under the terms of any order of the court or any other administrative body or under any legislation, regulation or statutory instrument.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All copyright, designs, patents, trademarks or other intellectual property rights in any work performance by or on behalf of the Supplier shall vest in and be the sole property of UKHSA.

14.2 The Supplier shall take all necessary steps to ensure that he has the right to secure such vesting including, if so required by UKHSA, that all staff employed on the Contract sign a separate undertaking to the effect that all such intellectual property rights in any work undertaken by them shall vest in and be the sole property of UKHSA.

14.3 The Supplier shall not use any work performed under the Contract otherwise than for the purposes of the Contract.

14.4 The Supplier further warrants that any work which he produces or supplies under the Contract will not infringe the intellectual property rights of anyone else.

15. FORCE MAJEURE

15.1 If delivery is delayed by some cause totally outside the control of the Supplier, then he shall give written notice of such cause within seven days of its occurrence and UKHSA may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

16. LAW

16.1 This Contract shall be subject to the laws of England and Wales and the exclusive jurisdiction of the English Courts.