

FORM OF CONTRACT

Provision of two lock-in amplifiers– (Contract ref: C60382)

This Contract is made between:

The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3JR (the "Authority")

and

Zurich Instruments AG of Technoparkstrasse 1, 8005 Zurich, Switzerland (the "Supplier")

The following is agreed:

1. The Contract is made up of the following documents:
 - (a) this Form of Contract for invitation to tender reference number C60382 for the Provision of two lock-in amplifiers;
 - (b) the Specification and Tender Response (but only in respect of the Authority's requirements, including any clarifications of the requirements agreed by the Authority as part of the tender process);
 - (c) Schedule 1: Optional Provisions, if any;
 - (d) Schedule 2: General Terms and Conditions;
 - (e) Schedule 7: Commercial Schedule;
 - (f) Schedule 3: Information Governance Provisions;
 - (g) Schedule 4: Definitions and Interpretations;
 - (h) the order in which all subsequent schedules appear, if any;
 - (i) the Specification and Tender Response (other than those parts referred to in (b) above;
 - (j) any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")
 2. Subject always to Clause 1.10 of Schedule 4, if there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).
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3. The total contract value is £40,000 (excluding VAT) as set out in the Supplier's quotes (Commercial Schedule).
 4. The delivery address for all of the items covered by this contract is UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, Wiltshire, SP4 0JG.
 5. The Contract will commence on the date the final signature of the parties is added below and the Term of this Contract shall expire **3** years from that date.
 6. The Term may be extended by **2** years in accordance with Clause 15.2 of Schedule 2 provided that the total duration of this Contract shall be no longer than **5** years.

Signature: [REDACTED]

Signature: [REDACTED]

For and on behalf of the Authority

For and on behalf of the Supplier

Name: [REDACTED]

Name: [REDACTED]

Job Title: [REDACTED]

Job Title: [REDACTED]

Date: 22/3/22

Date:22/3/22

Schedule 1

Optional Provisions

These optional provisions and Schedules shall only apply to the Contract where they have been checked and any information required is completed.

☒ 1: Installation and Commissioning Services

The Supplier shall provide the Installation and Commissioning Services in accordance with the terms set out in Schedule 5.

☐ 2: Maintenance Services

The Supplier shall provide the Maintenance Services in accordance with the terms set out in Schedule 6.

☒ 3: Time of the essence

Time is of the essence as to any delivery dates under this 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(i) of Schedule 2.

☒ 4: Quality assurance standards

The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: [insert standards].

☐ 5: Supplier as Data Processor

The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that paragraph 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

☒ 6: Guarantee

Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Optional Provision shall be an irremediable breach of this Contract.

☒ 7: Purchase Orders

The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

☒ **8: Termination for convenience**

8.1 Without prejudice to any other right of termination set out in this Contract, the Authority shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than twelve (12) weeks' notice in writing.

☐ **9: Right to terminate following a specified number of material breaches**

Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

☒ **Extra Optional Provisions**

10. Key Performance Indicators

The Authority reserves the right to terminate this Contract by issuing a Termination Notice to the other Party if such other Party repeatedly fails to meet the below key performance requirements:

- **Lead times-** items need to be delivered within 15 working days.
- **Customer service-** the supplier should respond to all queries submitted via email within 24 hours.
- **PO and invoice accuracy-** items need to be delivered on time and in full.
- **Continuous Improvement-** the supplier will attend meetings with the contract manager, as required, to discuss any areas where improvements can be made.

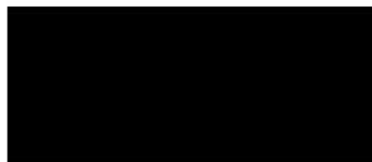
Schedule 7: Commercial Schedule



Quote no.: zi-quo-9614



Currency: EUR
Payment terms: Net 30
Incoterms: DAP



Quotation

Pos.	Item	Related Asset	Quantity	Unit Price	Total
1	HF2LI Lock-in Amplifier <i>Hardware: 2 input channels, 2 signal generators, 50 MHz range, 3 dual-phase demodulators per channel, 120 dB dynamic reserve, USB high-speed</i> <i>Software: LabOne® toolset including Scope, Spectrum Analyzer, Plotter, Sweeper, DAQ module, LabOne® API</i>		2.00		
2	HF2LI-MF Multi-frequency Option <i>Input switch matrix, 4 additional oscillators, arbitrary frequencies for all 6 demodulators</i>		2.00		
3	HF2-Shipping <i>Shipping (1 box)</i>		1.00		
4	HF2-Shipping add <i>Shipping (each additional box)</i>		1.00		
				Subtotal:	€39,560.00
				Tax (0.00%):	€0.00
				Total	€39,560.00