

Appendix 1

National Microbiology Framework Agreement
Order Form
Reference C281952
Thermo Fisher

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: Natalie Blowfield E-mail: natalie.blowfield@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Natalie Blowfield E-mail: natalie.blowfield@ukhsa.gov.uk
Procurement lead	Name: Mantas Lukos E-mail: Mantas.Lukos@ukhsa.gov.uk
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C281952

TO

Supplier:	
Contract Manager:	
Secondary Contact:	
Account Manager:	

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Name and address for notices:	Name: [REDACTED] Address: Stafford House, HP2 7GE, Hemel Hempstead, United Kingdom
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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 checked="" 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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(only applicable if one or more boxes are 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"/>											

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	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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS
(1.1) Commencement Date: Once both parties sign this agreement.
(1.2) Services Commencement Date (if applicable): N/A
(1.3) Contract Price ((i) breakdown and (ii) payment profile): Subject to Annex A Quotation – the total cost of this service that can be ordered under this contract shall be (£17,827.06)
(1.4) Term of Contract: This contract shall be deemed to have commenced once both parties have signed this agreement and end on the 28th of February 2027.
(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods / Services: The supplier shall provide the support plan as set out in Annex A (quotation). Support Plan coverage: UNITY LAB SERVICES LIMITED SERVICE PLAN Plan Features: ~ Field Service Engineer labor, travel, and parts required for one (1) Corrective Maintenance visit with a targeted response time of 5 business days ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools ~ One (1) scheduled annual standard Preventive Maintenance visit (standard PM kit included) ~ Access to Unity Lab Services Online Knowledge Base ~ 10% discount on spare parts (not covered by corrective maintenance), accessories, and consumables for the instruments covered under this contract and during the effective period of this contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department) ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive

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Maintenance or Corrective

Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)

~ 10% discount off list price for the training classes purchased during the contract validity period.

May not be available in

all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo

Fisher sales representative or customer service team)

Optional Add-on Services:

~ Purchase of an Operational Qualification (OQ) with this contract includes an Instrument Requalification (RQ) in

conjunction with a scheduled Corrective Maintenance. Scope of RQ testing is defined in the Unity Lab Services Re-

Qualification Testing Matrix

~ Purchase of an additional Preventive Maintenance with this contract available at a reduced price

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

UK HEALTH SECURITY AGENCY

Harwell Science Park

Chilton

DIDCOT

Oxfordshire

UNITED KINGDOM

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

[REDACTED]

(2.4) Performance standards:

- The supplier shall deliver the support plan according to the Quotation (Annex A) and good industry standards.

(2.5) Quality standards:

The Supplier shall deliver the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

N/A

(2.7) Management information and meetings:

N/A

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:

N/A

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 licence to the Supplier:**

N/A

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
<div></div>	
<div></div>	<div></div>

Annex A – Quotation**Description of the equipment and pricing.**

The Quotation from Thermo Fisher Scientific includes the purchase of:

Thermo Fisher Scientific

Stafford House
HP2 7GE Hemel Hempstead
United Kingdom

Quotation No	Creation Date	Reference Number
22061632	01.12.2023	
Customer No.	Terms of Payment	Quotation Exp
1687247	NET 30 DAYS UPON INVOICE DATE	30.04.2024

Item	Material No	Description		Net Value
130	ULP_MSPEC_LC_MS	Q EXACTIVE PLUS STANDARD MS SYSTEM Serial Nr.: SN03102L Equipment Location: Public Health England - HARWELL SCIENCE PARK CHILTON DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY LIMITED SUPPORT PLAN-MSPEC-LC-MS		13,113.06 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2027		
140	ULP_CHROM_LC/DNX	SRD-3600 SOLVENT RACK, 6 DEGASS. LI Serial Nr.: 7248328 Equipment Location: Public Health England HARWELL SCIENCE PARK DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY LIMITED PLAN CHROM LC DNX		0.00 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2027		
150	ULP_CHROM_LC/DNX	TCC-3000RS COLUMN THERMOSTAT Serial Nr.: 8083575 Equipment Location: Public Health England HARWELL SCIENCE PARK DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY LIMITED PLAN CHROM LC DNX		387.77 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2027		
160	ULP_CHROM_LC/DNX	DGP-3600RS PUMP Serial Nr.: 8082835 Equipment Location: Public Health England - HARWELL SCIENCE PARK - DIDCOT OX11 0RQ UNITED KINGDOM		

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Quotation No	Creation Date	Reference Number
22081632	01.12.2023	
Customer No.	Terms of Payment	Quotation Exp
1687247	NET 30 DAYS UPON INVOICE DATE	30.04.2024

Thermo Fisher Scientific

Stafford House
HP2 7GE Hemel Hempstead
United Kingdom

Item	Material No	Description		Net Value
		Support Plan Type: UNITY LIMITED PLAN CHROM LC DNX		2,420.77 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2027		
170	ULP_CHROM_LC/DNX	WPS-3000TRS AUTOSAMPLER		
		Serial Nr.: 8083563		
		Equipment Location: Public Health England HARWELL SCIENCE PARK DIDCOT OX11 0RQ UNITED KINGDOM		
		Support Plan Type: UNITY LIMITED PLAN CHROM LC DNX		1,905.46 GBP
		Coverage Start: 01.03.2024 Coverage End: 28.02.2027		
			Subtotal	17,827.06 GBP
			Output Tax 20.00 %	3,565.41 GBP
			Total	21,392.47 GBP

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Quotation No	Creation Date	Reference Number
22061632	01.12.2023	
Customer No.	Terms of Payment	Quotation Exp
1687247	NET 30 DAYS UPON INVOICE DATE	30.04.2024

Support Plan coverage:**UNITY LAB SERVICES LIMITED SERVICE PLAN****Plan Features:**

- ~ Field Service Engineer labor, travel, and parts required for one (1) Corrective Maintenance visit with a targeted response time of 5 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual standard Preventive Maintenance visit (standard PM kit included)
- ~ Access to Unity Lab Services Online Knowledge Base
- ~ 10% discount on spare parts (not covered by corrective maintenance), accessories, and consumables for the instruments covered under this contract and during the effective period of this contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in allocations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

Optional Add-on Services:

- ~ Purchase of an Operational Qualification (OQ) with this contract includes an Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance. Scope of RQ testing is defined in the Unity Lab Services Re-qualification Testing Matrix
- ~ Purchase of an additional Preventive Maintenance with this contract available at a reduced price

(For details on plan exclusion please refer to www.unitylabservices.com/contractexclusions)