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Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	**Buyer / Authority**	**THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** (acting through THE ANIMAL AND PLANT HEALTH AGENCY (APHA)) (the **Buyer**). Its offices are at: Nobel House, 17 Smith Square, London, SW1P 3JR
2.	**Supplier / Contractor**	Name: Thermo Fisher Scientific Prionic Lelystad B.V. Address: Platinastraat 33, 8211 AR Lelystad, The Netherlands Registration No: 17401585
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity was advertised in the Contract Notice on the UK's Find a Tender Service (FTS) reference 2021/S 000-020396 (FTS Contract Notice).
4.	**Contract reference**	Project 28735
5.	**Deliverables**	The manufacture and supply of the Products. See Schedule 2 (Specification) for further details.
6.	**Start Date**	1st January 2023
7.	**End Date**	31st December 2027
8.	**Extension Period**	The Buyer can extend the Contract Period for up to 24 Months, to 31st December 2029, by giving the Supplier not less than 3 Months' written notice before the Contract expires.
9.	**Incorporated Terms** (together these documents form 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form 2. Any Special Terms (see **Section 10 Special Terms** in this Award Form) 3. Schedule 2 (Specification) 4. Core Terms (version 1.0) 5. Schedule 1 (Definitions) 6. Schedule 20 (Processing Data) 7. The following Schedules (in equal order of precedence):

		● Schedule 3 (Charges) ● Schedule 5 (Commercially Sensitive Information) ● Schedule 7 (Staff Transfer) ● Schedule 10 (Service Levels) ● Schedule 11 (Continuous Improvement) ● Schedule 13 (Contract Management) ● Schedule 14 (Business Continuity and Disaster Recovery) ● Schedule 15 (Minimum Standards of Reliability) ● Schedule 18 (Supply Chain Visibility) ● Schedule 21 (Variation Form) ● Schedule 22 (Insurance Requirements) ● Schedule 25 (Rectification Plan) ● Schedule 27 (Key Subcontractors) ● Schedule 29 (Key Supplier Staff) ● Schedule 30 (Exit Management) 7. Schedule 26 (Corporate Social Responsibility) 8. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above

10.	**Special Terms**	**Special Term 1:** In this Contract: • Core Terms shall be amended and replaced with the document set out in Annex 1 to this Contract Award Form. • Schedule 1 (Definitions) shall be amended and replaced with the document set out in Annex 2 to this Contract Award Form. • Schedule 3 (Charges) shall be amended and replaced with the document set out in Annex 3 to this Contract Award Form. • Schedule 10 (Service Levels) shall be amended and replaced with the document set out in Annex 4 to this Contract Award Form. • Schedule 13 (Contract Management) shall be amended and replaced with the document set out in Annex 5 to this Contract Award Form. • Schedule 14 (Business Continuity and Disaster Recovery) shall be amended and replaced with the document set out in Annex 6 to this Contract Award Form. • Schedule 30 (Exit Management) shall be amended and replaced with the document set out in Annex 7 to this Contract Award Form. **Special Term 2:** The Parties acknowledge and agree that the Buyer shall give no minimum purchase commitment under this Contract except as set out in Schedule 2 (Specification).
		Site and Supplier Equipment **Special Term 4:** Under this Contract, the Supplier will manufacture and release the Product only at the Site unless otherwise agreed. The Supplier warrants that the Site is suitable for the Services and meets the requirements of GMP (including through established standard operating procedures for generic processes and activities that are universal to all products), and the Supplier agrees to operate and maintain the Site in accordance with GMP during the Contract Period. **Special Term 5:** In relation to the Services, the Site will be managed entirely by and on behalf of the Supplier at its discretion, except where this Contract specifies a particular mode of operation. The Supplier will grant the Buyer and its representatives, and the relevant Regulatory Authority, access to the Site only as agreed in this Contract or as may be reasonably required by the Buyer, its representatives or any Regulatory Authority. **Special Term 6**: The Supplier will install, calibrate and qualify the Supplier Equipment in accordance with GMP, and regularly repeat those procedures as required. The Supplier agrees to maintain and repair the Supplier Equipment and the relevant areas of the Site in

which Services are performed as required to meet the Buyer's orders and the manufacturing readiness requirements in Special Term 17.

Appointment as Supplier

Special Term 7: The Buyer appoints the Supplier as the exclusive provider of Services in relation to the Product to provide 100% of the Buyer's requirement for Product to be marketed to the Intended Market. The limited exclusivity granted in this Special Term 7 will continue until termination or expiry of the Contract. If the Supplier is unable to meet the Buyer's requirement due to a lack of sufficient capacity or any event beyond its reasonable control, or in any other circumstances specified in this Contract, the Buyer may purchase Product from an alternative source and this Special Term 7 will not apply to the extent of the Supplier's inability. Any purchase of Product by the Buyer from an alternative source in accordance with this Contract will release the Supplier from any continuing supply obligation in relation to that Product.

Special Term 8: Except as otherwise agreed, the Supplier is responsible for, and will provide and maintain as part of the Services at its cost, all Validation and re-qualification that is required to comply with GMP during the Contract Period. The Supplier will ensure that its processes, training materials and standard operating procedures relevant to the Production Process accurately reflect the Validations. For each Variation, the Supplier will use commercially reasonable efforts to complete any newly required Validation and qualification promptly.

Special Term 9: The Supplier agrees to allow the review of any standard operating procedures that form part of the Production Process as part of an Audit under section 6 of the Core Terms. The standard operating procedures forming part of the Production Process shall be treated as Confidential Information.

Special Term 10: The Buyer warrants that the agreed final Product Specification and the Production Process meet the requirements of the Marketing Authorisation and are in all material respects consistent with submissions relating to the Product that have been made to any Regulatory Authority. The quality of the final Product will be detailed in the batch protocol signed by the QP, declaring that the Production Process and in process and final product specifications comply with the UK Marketing Authorisation.

Labels

Special Term 11: The Supplier is responsible for the suitability and lawfulness of any labels, leaflets or artwork (**Labels**) included within or

on the outside of the Product and will ensure that they comply with Laws and the requirements of any relevant Regulatory Authority, the Marketing Authorisation and Schedule 2 (Specification). The QP of the Supplier will be required to declare that the Label of the final Product complies with the requirements of the UK Marketing Authorisation.

After the start of the first Production Process, the Buyer will be entitled to change the Labels at its discretion, provided there is no required change to the Production Process as a result and the Buyer gives the Supplier at least three months' notice in writing. If any reprocessing is required or any stocks of Labels become obsolete, then the process in Special Terms 17 to 18 will apply.

Supplier Components

Special Term 13: The Buyer agrees that the engagement and management of suppliers of the Supplier Components will be carried out solely by the Supplier. The Supplier agrees to ensure that the Supplier Components are suitable for release into the Production Process, and the Supplier will qualify and audit the suppliers in accordance with GMP and its own standard operating procedures.

Special Term 14: Before releasing the Supplier Components for use in any downstream part of the Production Process, the Supplier will carry out Incoming Testing on the Supplier Components. If the Incoming Testing identifies a Defect, then the Supplier will use alternative stock (if maintained under Special Term 17) or diligently pursue prompt replacement under its contract (or otherwise) from the relevant supplier with a view to avoiding any adverse impact on any planned manufacturing of Product.

Special Term 15: The costs of purchasing Supplier Components are included in the Charges.

Forecasts and Orders

Special Term 16: The Parties will agree and document in writing the forecast requirements and order process as set out in Schedule 2 (Specification).

Manufacturing readiness and obsolescence

Special Term 17: The Supplier agrees that during the Contract Period it will maintain sufficient manufacturing capacity and stocks of Supplier Components to enable it to manufacture, pack and supply at the minimum capacity set out in Schedule 2 (Specification).

		Special Term 18: The Supplier will keep the agreed capacity available for the Buyer should the Buyer wish to make orders up to the reserved amount during the applicable Month and/or Contract Year (as applicable). The Supplier will not be entitled to reject an order that is within the reserved capacity.
11.	**Buyer's Environmental Policy**	https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs
12.	**Buyer's Security Policy**	Not applicable
13.	**Social Value Commitment**	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender)
14.	**Commercially Sensitive Information**	See Schedule 5 (Commercially sensitive Information)
15.	**Charges**	Details in Schedule 3 (Charges)
16.	**Reimbursable expenses**	Details in Schedule 3 (Charges)

17	**Payment method**	As set out in the Core Terms and Schedule 3 (Charges)
18	**Service Levels/KPIs**	As set out in Schedule 10 (Service Levels) Service Credit Cap per annum: 5% of the total annual Charges Service Period: one Month Critical Service Level Failure: In relation to KPI 3, KPI 5 and KPI 6**,** a Critical Service Level Failure shall include a Service Level Failure in respect of the same KPI in two (2) or more consecutive Service Periods**;** or In relation to KPI 3, KPI 5 and KPI 6**,** a Critical Service Level Failure shall include a Service Level Failure in respect of any of such KPIs on three (3) or more occasions within any twelve (12) Service Periods**.**
19	**Insurance**	Details in Annex of Schedule 22 (Insurance Requirements).
20	**Liability**	In accordance with Clause 11.1 of the Core Terms, each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.
21	**Cyber Essentials Certification**	Not applicable
22	**Progress Meetings and Progress Reports**	See Schedule 13 (Contract Management)
23	**Guarantee**	Not applicable
24	**Supplier Contract Manager / Service Manager (SM) / Supplier Authorised Representative**	Name: [redacted] Job Title: [redacted] Email: [redacted] Phone: [redacted]
25	**Deputy Service Manager (DSM)**	Name: [redacted] Job Title: [redacted] Email: [redacted] Phone: [redacted]

26	**Supplier Compliance Officer**	Name: [redacted] Job Title: [redacted] Email: [redacted] Phone: [redacted]
27	**Supplier Data Protection Officer / Deputy Service Manager (DSM)**	Name: [redacted] Job Title: [redacted] [redacted] [redacted]
28	**Supplier Marketing Contact**	Not applicable.
29	**Key Subcontractors**	Name: CZ Veterinaria S.A.U Registered address: A Relva, Torneiros s/n 36410 O Porriño, Pontevedra, Spain Trading status: Limited Company Company registration number: A36201259
30	**Buyer Authorised Representative**	Name: [redacted] Job Title: [redacted] Email: [redacted] Phone: [redacted]
31	**Buyer Key Personnel**	• Senior Responsible Officer (SRO) – [redacted] • Supplier Liaison Officer (SLO) - [redacted] • Deputy SLO (DSLO) - [redacted] • Contract Manager (CM) [redacted]

Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

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ANNEX 1
CORE TERMS

See attached document.

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ANNEX 2
SCHEDULE 1 (DEFINITIONS)

See attached document.

ANNEX 3

SCHEDULE 3 (CHARGES)

See attached document.

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ANNEX 4

SCHEDULE 10 (SERVICE LEVELS)

See attached document.

ANNEX 5

SCHEDULE 13 (CONTRACT MANAGEMENT)

See attached document.

ANNEX 6

SCHEDULE 14 (BUSINESS CONTINUITY AND DISASTER RECOVERY)

See attached document.

ANNEX 7

SCHEDULE 30 (EXIT MANAGEMENT)

See attached document.