

**National Microbiology Framework Agreement  
Order Form  
Hologic Ltd  
Contract Reference C118485**

**FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the “Authority”).
<b>Invoice address:</b>	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: business operational contact/project manager</b>	Name: [REDACTED] E-mail:
<b>Procurement lead</b>	[REDACTED] [REDACTED]
<b>Name and address for notices:</b>	[REDACTED] [REDACTED] Address: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR
<b>Internal reference (if applicable):</b>	CRE-ID 4154

**TO:**

<b>Supplier:</b>	Hologic Limited (A company registered in England and Wales with number 2722343) whose registered office is at Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ (the “Supplier”)
<b>Contract Manager:</b>	[REDACTED] [REDACTED] [REDACTED]

<b>Secondary Contact:</b>	<div>██████████</div> <div>Phone:</div> <div>E-mail:</div>
<b>Account Manager:</b>	<div>████████████████████</div> <div>██████ ██████████</div> <div>████████████████████████████████████████</div>
<b>Name and address for notices:</b>	<div>████████████████████</div> <div>Address: Hologic Limited, Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ</div>

**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 checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input 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  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	

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 checked="" 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"/>

1. CONTRACT DETAILS
(1.1) Commencement Date: 9 <sup>th</sup> December 2022
(1.2) Services Commencement Date (if applicable): N/A
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be one hundred and thirty one thousand one hundred and thirty four pounds (£131,134) excluding VAT and inclusive of freight and delivery charges, (the “<b>Total Contract Value</b>”). The Total Contract Value is the maximum value of services which can be ordered under this Contract.</p> <p>1.3.2 The Total Contract Value comprises the assets detailed in Appendix A (the “<b>Goods</b>”).</p> <p>1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for one hundred and thirty one thousand one hundred and thirty four pounds (£131,134) which shall equal the Total Contract Value (the “<b>Purchase Orders</b>”).</p> <p>1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.</p> <p>1.3.5 The Supplier shall provide monthly consolidated invoices in accordance with Section 2 of Annex A - Order Specific Key Provisions</p> <p>1.3.6 All equipment must be delivered and invoiced by 31st March 2023.</p> <p>1.3.7 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.8 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)</p> <p>1.3.9 The Purchase orders issued by the Authority in respect of this Contract do not form part of this Contract.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on 09 December 2022 (the “<b>Commencement Date</b>”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2023 (the “<b>Term</b>”).</p> <p>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.</p>
(1.5) Term extension options: N/A

**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

The specification of the Services (the “Specification”) is as set out in this in this Clause 2.1 and as at Appendix B.

2.1.1 This Order Form covers the following equipment. Individual equipment sites and locations will be advised further to Contract signature.

Goods Information and Pricing			
Product Description	Unit Price (£)	Number of units	Maximum Value of Goods (exc. VAT)
Panther Fusion Upgrade			
Delivery charge			

**Warranty Period** - The warranty on the analyser upgrade is 12 months from installation and commissioning. Full details in Appendix D.

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

Location	FAO
Birmingham Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS	

2.2.1 The Supplier shall deliver the Goods/Services to the sites listed in 2.2.

2.2.2 Primary delivery contact: Business Operational Contact

2.2.3 The Authority shall confirm required orders to the Supplier giving the Supplier three (3) working days' notice of any orders. The Supplier shall deliver to such call off requirements unless otherwise agreed with the Authority.

2.2.4 In the event of the Contract's expiry or termination early for whatever reason, the Supplier shall only invoice for the stock that has been shipped and not previously invoiced.

2.2.5 The Parties agree that notwithstanding submission of the Purchase Order to the Supplier, the Authority is only committed to purchasing the quantities of the Goods that have been agreed by the Authority as part of this Order Form.

2.2.6 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

**2.2.7 The Delivery Contact will confirm:**

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

**2.2.8 Delivery of the Goods/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 the service / maintenance recording sheet.**

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

Name: [REDACTED]

Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ

E-mail: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1
- Proof of delivery of the Goods to be supplied with each monthly consolidated invoice.

**(2.5) Quality standards:**

The Supplier shall supply the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall meet Monthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

**(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 a monthly basis include:



- Delivery KPI's delivery on time and in full;
- Instrument performance.
- Service & maintenance,
- Issues;
- Invoicing; and
- Discuss such other matters as the Parties may consider appropriate

### 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.

### 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

Signature:

For and on behalf of the Authority



Date Signed: 9th Dec 2022

Signature:

For and on behalf of the Supplier



Date Signed: 09/12/2022



## **Annex A**

### **Order Specific Key Provisions**

#### **1. Delivery and Risk:**

- 1.1. The Supplier shall deliver the services to the location set out in Section 2.2 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Annex A, Appendix B C & D and the Call-Off Terms and Conditions.

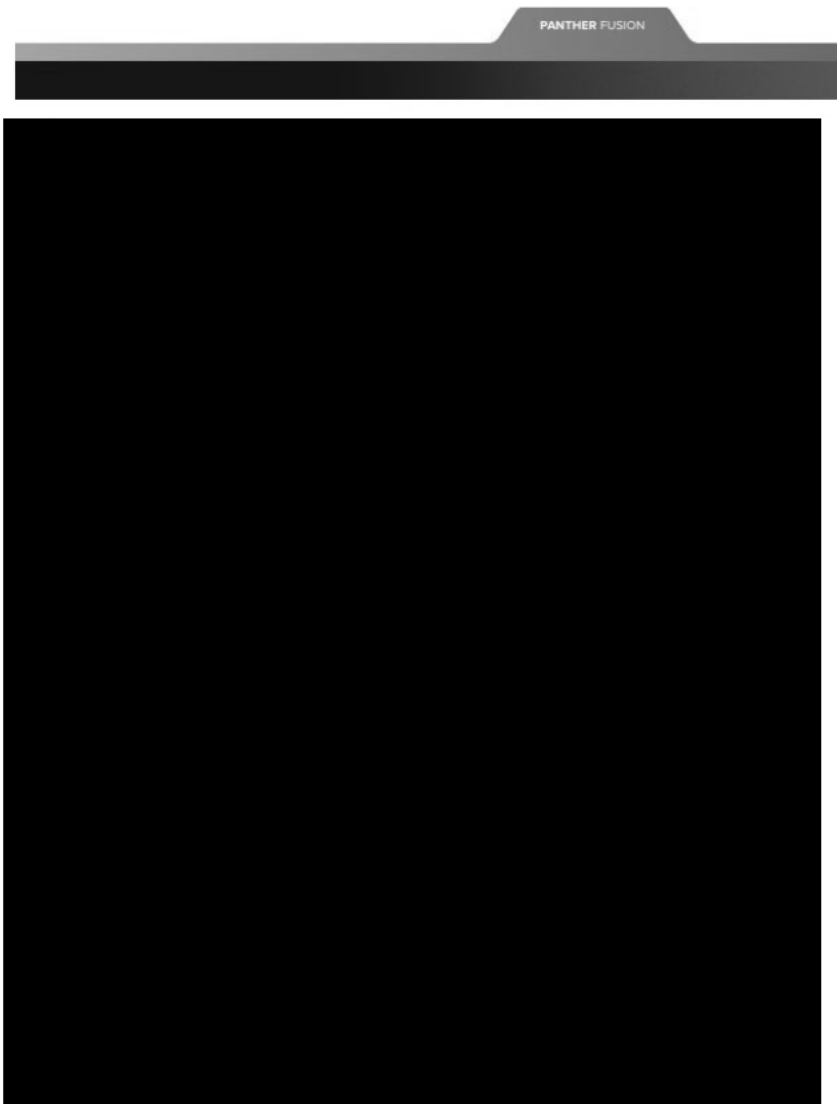
#### **2. Invoicing Process:**

- 2.1 Payment terms are net 30 days from receipt of a valid monthly invoice.
- 2.2 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.
- 2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.
- 2.4 The Supplier shall send all invoices for approval and shall 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.
- 2.5 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.
- 2.6 The Supplier shall provide compliant invoices that include 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.
- 2.7 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:  
[REDACTED]

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF  
GOODS AND SERVICES**

**Appendix B - Operator Manual and Specification of Goods**

**Specifications for the Goods**



**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF  
GOODS AND SERVICES**

**Appendix C  
Initial Delivery Locations**

**Not Used**

**NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF  
GOODS AND SERVICES**

**Appendix D Equipment Warranty and 1<sup>st</sup> Year Support**

Warranty
Application Support & Field Service
<ul style="list-style-type: none"><li>• All Service Labour, Travel, and Parts Costs</li><li>• Engineer on-site the next business day after an emergency call</li><li>• Unlimited Application support by Field Applications Specialists</li><li>• Unlimited Technical phone support via Hologic Plus Technical Support department</li><li>• Two Preventive Maintenance Visits per year of Service Contract (<i>PM visit may be performed in conjunction with an emergency service visit</i>).</li><li>• Technical Service performed exclusively by official Hologic Service professionals</li></ul>