

Appendix 1**National Microbiology Framework Agreement
Order Form – C180689****FROM**

Authority:	UK Health Security Agency
Invoice address:	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: [REDACTED]</p>
Contract Manager:	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Secondary Contact: eg. business operational contact, project manager	<p>Name: [REDACTED] [REDACTED]</p>
Procurement lead	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Name and address for notices:	<p>Name: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX</p>
Internal reference (if applicable):	<p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: C180689</p>

TO

Supplier:	<p>Bruker UK Limited</p> <p>Company Number: 00923986</p>
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	Registered Address: Welland House, Longwood Close, Westwood Business Park, Coventry, England, CV4 8HZ
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Welland House, Longwood Close, Westwood Business Park, Coventry, England, CV4 8HZ

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 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 checked="" 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	<div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <table><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"/>											

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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 checked="" 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 checked="" 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: The Contract shall commence on the date of signature by the Authority.

(1.2) Services Commencement Date (if applicable): Not applicable.

(1.3) Contract Price ((i) breakdown and (ii) payment profile):

1.3.1 The maximum value of the Goods that can be ordered under this Contract is £ 45,642.94 (forty-five thousand, six hundred and forty-two pounds and ninety-four pence) only (excluding VAT). **(the “Contract Price”)**. Full details of the Contract Price are contained in Table 1 - Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

Table 1 – Contract Price Breakdown

Item	Serial Number	Description	Unit Price	List	Qty	Extended Price
1	E1-187-100	MICRONAUT-S PHECo-GN3			28	
2	E1-188-100	MICRONAUT-S PHECo-GN4			28	
3	E1-218-040	MICRONAUT-S MDR MRGN Screening			1	
4	E2-331-100	Mueller Hinton Broth, cation adjusted			1	
5	UM-COL-040	UMIC Colistin			1	
6	UM-BOX-COL	UMIC Box Colistin			1	
7	UM-MH-020	Mueller Hinton II			1	
8	DAL05051	Freight costs systems (national)			1	
					TOTAL	45,642.94

(1.4) Term of Contract:

1.4.1 The Contract shall commence on the Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 31 May 2024 **(the “Term”)**.

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 3 (three) months written notice.

(1.5) Term extension options:

Not applicable

2. GOODS REQUIREMENTS**(2.1) Description of the Goods:**

- MICRONAUT-S PHECo-GN3
- MICRONAUT-S PHECo-GN4
- MICRONAUT-S MDR MRGN Screening
- Mueller Hinton Broth, cation adjusted
- UMIC Colistin
- UMIC Box Colistin
- Mueller Hinton II

The Supplier shall provide the Goods in accordance with Annex 2 – Specifications of the Goods **(the “Specifications”)**.

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

The Goods shall be delivered by the Supplier in accordance with the Specifications and the following instructions:

- a) The Goods shall be delivered to the Authority at the following address (**“Premises and Location”**):

AMRHAI Unit - Reference Services
 UK Health Security Agency
 Colindale Ave
 London
 NW9 5EQ

- b) The current lead time for deliveries is 3 (three) weeks.
- c) All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the **“Secondary Contact”**) at least 2 (two) Business Days prior to shipping:
- d) Name: [REDACTED]
 Phone: [REDACTED]
 E-mail: [REDACTED]

d) Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.

e) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

f) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has

signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods, has taken place.

e)

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

Not applicable.

(2.5) Quality standards:

- 2.5.1 Deliveries on the due date (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.
- 2.5.2 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.
- 2.5.3 Quality of delivery in accordance with this Contract, including delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use).
- 2.5.4 Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.
- 2.5.5 The Supplier shall ensure that the Goods shall perform to the standards detailed within the Contract Specification as set out at Annex 2 of this Contract.
- 2.5.6 Customer service- TheSupplier shall respond to all queries submitted via email to Massspechelpdesk.uk@bruker.com within 1 (one) Business Day of receipt.

(2.6) Contract monitoring arrangements:

- 2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

(2.7) Management information and meetings:

- 2.7.1 Contract management meetings will be set up to monitor, but not limited to, the following:
 - a Delivery of the KPIs covering on time and in full
 - b Issues – including quality and performance
 - c Invoicing

d Any other relevant business related to the scope of the Goods

2.7.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional 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).

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 Staff.
- 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)

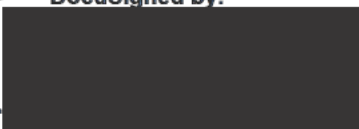
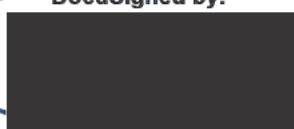



(4.1) Personal Data to be processed by the Supplier:

N/A

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

N/A

For and on behalf of the Authority	For and on behalf of the Supplier
<p>DocuSigned by:</p> 	<p>DocuSigned by:</p> 
<p>Full Name: </p>	<p>Full Name: </p>
<p>Job Title/Role: Commercial Lead</p>	<p>Job Title/Role: </p>
<p>Date Signed: 07/06/2023</p>	<p>Date Signed: 07/06/2023</p>

Annex 1

Order Specific Key Provisions

1. Introduction

- 1.1. Upon receipt of your countersigned copy of this letter, the Authority will, as soon as practicable, send you a unique PO Number for the Goods. You must be in receipt of a valid PO Number before submitting an invoice.
- 1.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

UKHSA Billing Address:
Accounts Payable;
UK Health Security Agency, Manor Farm Road,
Porton Down,
Salisbury,
SP4 0JG

UKHSA VAT No: [REDACTED]

- 1.3. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to:

[REDACTED]

or by telephone [REDACTED] between 09:00-17:00 Business Days.

Annex 2 – Specifications of the Goods

The Authority requires the provision by the Supplier of the following Goods:

2.1 MICRONAUT-S PHECo-GN3

2.2 MICRONAUT-S PHECo-GN4

2.3 MICRONAUT-S MDR MRGN Screening

IVD CE Product The MICRONAUT-S MDR MRGN-Screening MIC plate is an in-vitro medical device for automated or manual antimicrobial susceptibility testing (AST) of multi-drug resistant gram-negative bacteria (MDR phenotype). The system is based on the broth microdilution (BMD) procedure and available in a 96-well micro titration plate format.

A box of plates is sufficient for 40 samples.

Plates: Store at room temperature; shelf-life: 24 months To be used only in combination with the following growth medium (E2-331-020 / E2-331-100 Mueller Hinton Broth, cation adjusted)

2.4 Mueller Hinton Broth, cation adjusted

IVD CE Product Mueller Hinton Broth, cation adjusted is a growth medium to be used for antimicrobial susceptibility testing (AST) of non-fastidious fast growing gram-positive and gram-negative bacteria.

A box of broth tubes is sufficient for 100 samples.

Broth tubes: Store at room temperature; shelf-life: 12 months. To be used in combination with the following MICRONAUT-S MIC plates and MICRONAUT MIC-Strip products: E1-055-040, E1-111-040, E1-114-040, E1-120-080, EM-006-040, EM-022-040 and EM-024-040

2.5 UMIC Colistin

UM-COL-040 UMIC Colistin IVD CE Product The UMIC Colistin enables the antimicrobial susceptibility testing against the back-up antibiotic colistin and the phenotypic detection of colistin resistance (e.g. MCR-1) in Enterobacterales and non-fermenting bacteria by using the broth microdilution (BMD) method. The system is based on a unitary 12-well strip format.

A box of strips is sufficient for 40 samples.

Strips: Store at 15-25°C.

Shelf-life: 24 months from date of production (unopened), expires 8 weeks after opening.

To be used only in combination with the following growth medium (UM-MH- 020, Mueller Hinton II).

2.6 UMIC Box Colistin

UM-BOX-COL UMIC Box Colistin Accessory to be used with UMIC Colistin strips.

The UMIC Box Colistin is an incubation tool ensuring humid atmosphere for incubation of UMIC strips. In addition, the UMIC Box Colistin serves as a helpful tool to simplify manual reading of MIC values by printed colistin concentrations in the wells on top of the UMIC Box. The box is reusable.

2.7 Mueller Hinton II

UM-MH-020 Mueller Hinton II IVD CE Product The Mueller Hinton II (cation-adjusted) is a broth culture medium recommended for antimicrobial susceptibility testing of rapidly growing aerobic bacteria by the broth microdilution reference method. The product is presented in a unitary 5 mL vial format.

A box of vials is sufficient for 20 samples.

Vials: Store at 2-25°C.

Shelf-life: 12 months from date of production.

To be used with the UMIC products.