

Appendix 1

**National Microbiology Framework Agreement
Don Whitley Scientific Ltd
Order Form – C394996**

FROM

Authority:	UK Health Security Agency (“the Authority ”)
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom E-mail: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Secondary Contact: e.g. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C394996

TO

Supplier:	Don Whitley Scientific Ltd (the “ Supplier ”) Victoria Works Victoria Street Bingley West Yorkshire BD16 2NH Company Number: 01342672
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Registered Address: Victoria Works Victoria Street Bingley West Yorkshire BD16 2NH

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 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> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</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"/>	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<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"/>													
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 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 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 checked="" type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS
<p>(1.1) Commencement Date:</p> <p>The date this Order Form is signed by both Parties (the Authority and the Supplier).</p>
<p>(1.2) Services Commencement Date (if applicable):</p> <p>Not Applicable.</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The maximum value of the Goods that can be ordered under this Contract shall be fifty-two thousand, four hundred and fifty-five pounds and fifteen pence (£52,455.15) (the “Contract Price”).</p> <p>1.3.2. The Authority may, but is not committed to, increase the value of this Contract with the introduction of further budget up to one hundred thousand pounds (£100,000.00) only to purchase additional Don Whitley equipment, subject to internal review and approvals.</p> <p>1.3.3. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.</p> <p>1.3.4. The Contract Price excludes VAT at the applicable rate.</p> <p>1.3.5. Only purchase orders placed directly by the Authority are binding under this Contract (“PO”).</p> <p>1.3.6. The Goods which are able to be purchased under this contract are contained within Appendix 1 – Equipment and Price Breakdown (ex VAT).</p> <p>1.3.7. Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.8. POs 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 commence on the date the Order Form is signed by both Parties (the “Commencement Date”) and shall, unless terminated earlier in accordance with its terms, expire on 31st March 2026 (the “Term”).</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 no less than 3 (three) months written notice.</p>
<p>(1.5) Term extension options:</p> <p>Not applicable.</p>

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1. The Supplier shall provide and deliver to the Authority one Don Whitley M35 workstation and associated equipment (the “Goods”) as listed in Appendix 1 – Equipment and Pricing (ex VAT).

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

2.2.1. The Supplier shall deliver the Goods to the sites detailed in Table 1 – Premises and Locations (“Premises and Locations”) or such other location as the Authority reasonably specifies from time to time.

Table 1 – Premises and Locations

Site	Address	Delivery Contact	Email and Contact Number
Colindale (GBRU)	Gastrointestinal Bacterial Reference Unit (GBRU) UK Health Security Agency Colindale Central Stores 61 Colindale Avenue London NW9 5EQ		

2.2.2. All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact stated in Table 1 (the “Delivery Contact”) at least 2 (two) Business Days prior to attendance.

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

- a. Supplier name;
- b. Authority’s PO Number;
- c. Item reference, Supplier’s part code, description and quantity; and
- d. Any special instructions originally entered on the Authority’s PO.

2.2.4. The Delivery Contact will confirm:

- a. Booking reference number;
- b. Date and time of delivery of Goods (where applicable); and
- c. Delivery address.

2.2.5. Delivery of the Goods shall be considered to have occurred when the Delivery Contact (or other authorised representative of the Authority) at the Authority's nominated Premises and Location has signed the Supplier's delivery note confirming receipt.

2.2.6. The Supplier shall carry out deliveries within the ordinary working hours of a Business Day at the Premises and Location on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact as stated in Annex A – Order Specific Key Provisions, Clause 1.3.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance Standards/Key Performance Indicators:

2.4.1. The Supplier shall ensure the Goods conform and perform to the Specification as shown in Appendix 2 – Specification.

2.4.2. Timely delivery of the Goods in accordance with Section 2.7 below.

2.4.3. Proof of delivery of the Goods to be supplied.

(2.5) Quality standards:

2.5.1. If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

2.5.3. Return Conditions:

2.5.3.1. For Rejected Goods:

- a. The Supplier is responsible for collecting the Rejected Goods.
- b. The Supplier is responsible for the costs of returning/collecting the Rejected Goods.

2.5.3.2 Return Conditions shall be in accordance with Schedule 2 - Clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions.

(2.6) Contract monitoring arrangements:

2.6.1. The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the ordering process.

(2.7) Management information and meetings:

2.7.1. At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide any management information to the Authority as the Authority may reasonably request from time to time.

2.7.2. Examples of management information that can be requested, but not limited to, are:

- Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.
- Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered).
- Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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:

Not Applicable.

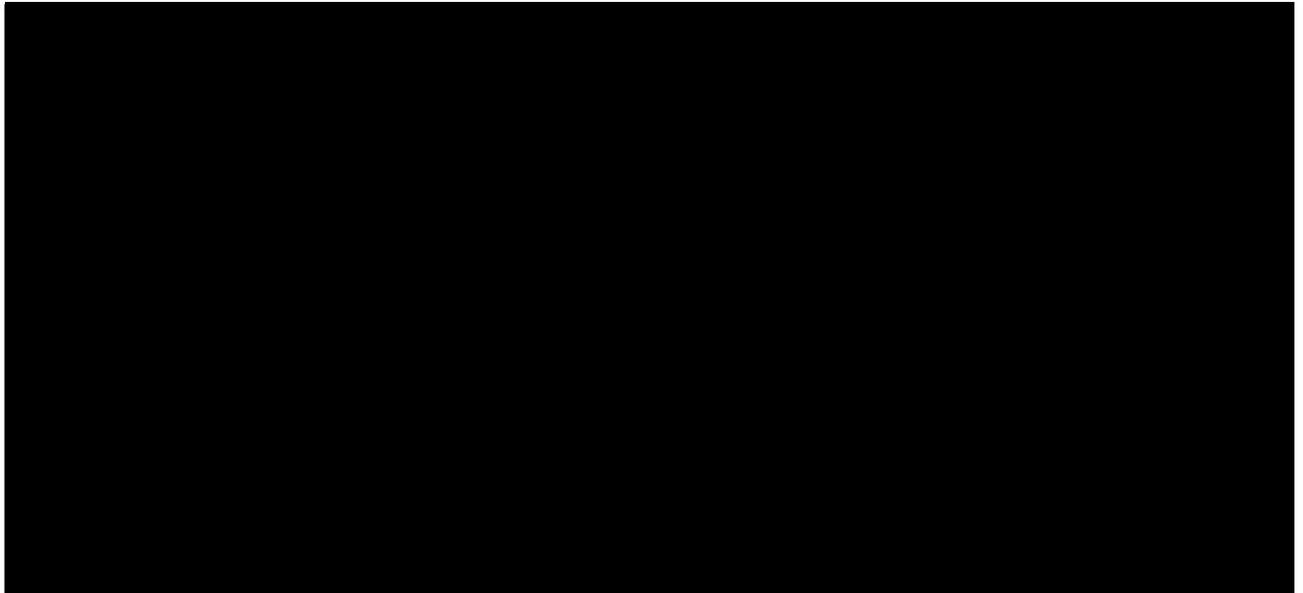
5. LEASE / LICENSE (if applicable)

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

Not Applicable.

For and on behalf of the Authority

For and on behalf of the Supplier



Annex A

Order Specific Key Provisions

1. 1. Ordering Procedure

- 1.1 The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.
- 1.2 The Parties agree that where the Authority issues a Purchase Order whereby the delivery date required is at least 5 (five) Business Days after the date of the PO then Supplier shall fulfil such PO in its entirety. The period of one (1) week is adequate notice.
- 1.3 Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part shipment is possible. The Delivery Contact, in its sole discretion, shall agree any part shipment.
- 1.4 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.
- 1.5 The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the

Authority.

- 2.3. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 2.4. The Supplier shall provide compliant invoices that include, as a minimum, 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.
- 2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].
- 2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

Appendix 1- Equipment and Pricing (ex VAT)

Product Code	Item	Quantity	Price (£)

Appendix 2 – Specification

