



UK Health  
Security  
Agency

## PART 1 – ORDER FORM

**UK Health Security Agency**  
**Nobel House, 17 Smith Square, London, SW1P 3HX**

LEICA Microsystems UK Limited  
Larch House, Woodlands Business Park, Breckland, Linford Wood,  
Milton Keynes, MK14 6FG  
(Registered No. 476611)

Friday 28<sup>th</sup> July 2023

Dear Sirs

### Call-Off Contract No. C195031 for the supply of Goods

- 1 Further to the Framework Agreement dated 31<sup>st</sup> May 2022, we wish to instruct you to supply the Goods described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

Item	Description						
<b>Order Form Reference:</b> (Front page of Call-Off Terms and Conditions)	The Order Form Reference is C195031						
<b>Parties</b>	<b>Between:</b>  (1) <b>UK Health Security Agency</b> whose registered office is at <b>Nobel House, 17 Smith Square, London, SW1P 3HX (Customer)</b> ; and  (2) <b>LEICA Microsystems UK Limited</b> (company number 476611) whose registered office is at <b>Larch House, Woodlands Business Park, Breckland, Linford Wood, Milton Keynes, MK14 6FG (Supplier)</b> .						
<b>Call-Off KPIs</b> (Cl. Error! Reference source not found.)	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member</td><td>Delivery of Goods</td><td>99% of Goods delivered on time in full</td></tr></table>	Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member	Delivery of Goods	99% of Goods delivered on time in full
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Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member	Delivery of Goods	99% of Goods delivered on time in full					



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	locations throughout the UK.		
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email, punch out from e-marketplace	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
<b>Charges</b> (Cl.1.1)	Contract value: £68,674.17 (sixty-eight thousand six hundred seventy-four and seventeen pence) for the 3-years contract term.		
<b>Contract Start Date</b> (Cl. [REDACTED])	Means the later of: <ul style="list-style-type: none"><li>The Contract Term starts 20/08/2023</li></ul>		
<b>Contract End Date</b> (Cl. [REDACTED])	Means the later of: <ul style="list-style-type: none"><li>The Contract Term ends 19/08/2026</li></ul>		
<b>Customer Liability Cap</b> (Cl. 1.1)	Means the amount of [REDACTED]		



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<b>Delivery Date(s)</b> (Cl. [REDACTED]) [REDACTED]	All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below at least 48 hours prior to attendance.
<b>Defects Rectification Period</b> (Cl. [REDACTED]) [REDACTED]	In respect of any Goods that are repaired or replaced under [Clause [REDACTED]] of the Call-Off Terms and Conditions, the Supplier should be notified in writing within 48 hours of any damages, shortages or errors.
<b>Goods</b> (Cl. [REDACTED]) [REDACTED]	NOT USED
<b>Premises</b> (Cl. [REDACTED]) [REDACTED].)	The Services are to be delivered to UK Health Security Agency 61 Colindale Avenue London NW9 5EQ.
<b>Services</b> (Cl. [REDACTED]) [REDACTED]	<p>The Services to be supplied under this Call-Off Contract are as follows:</p> <p>Premium Plus Care Contract</p> <ul style="list-style-type: none"> <li>• 1 annual preventative maintenance visit (PM)</li> <li>• Unlimited on-site repairs, including replacement for service parts, components, or modules necessary for repairs (including 9LASP8_RYB &amp; 9LASP8_405_DMOD_F lasers)</li> <li>• Prioritized on-site response time for remedial services (critical repairs)</li> <li>• Unlimited access to Leica OneCall Technical Support Center (standard working hours)</li> <li>• 2-hour telephone call back from Leica OneCall</li> <li>• Firmware and software updates when available (excluding software upgrades and Windows upgrades)</li> <li>• Unlimited access to Remote Services (RemoteCare proactive monitoring)</li> </ul>



	<div>9FULL_LL_CLASS_C PREMIUMCARE CONTRACT / SP8 AOBs</div> <div>0010 Equipment no: 11457735</div> <div>Serial no: 8100000432</div> <div>Description: TCS SP8 AOBs/ FOV scanner</div> <div>Customers ID:</div> <div>Duration contract start: 20.08.2023 End: 19.08.2026</div> <div>9LASP8_RYB PremiumCare contract for RYB Laser set</div> <div>0020 Equipment no:</div> <div>Serial no:</div> <div>Description:</div> <div>Customers ID:</div> <div>Duration contract start: 20.08.2023 End: 19.08.2026</div> <div>9LASP8_405_DMOD_F PremiumCare Service Contract for flex405</div> <div>0030 Equipment no:</div> <div>Serial no:</div> <div>Description:</div> <div>Customers ID:</div> <div>Duration contract start: 20.08.2023 End: 19.08.2026</div> <div>Carried forward</div> <div>Item Material Value</div> <div>Brought forward</div> <div>Total:</div>
Services Commencement Date (Cl. .)	<ul style="list-style-type: none"><li>Upon contract Start date, receipt and acceptance of the Purchase Order</li></ul>
Services End Date (Cl. .)	<ul style="list-style-type: none"><li>Upon the expiration of the contract term as per the Contract End date</li></ul>
Supplier Liability Cap (Cl. 1.1)	Means the amount of
Instalments (Cl. .)	N/A Invoices will be paid once orders are received.
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent:



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	<p>In the case of the Secretary of State for Health and Social Care acting as part of the UK Health Security Agency:</p> <p>To: Commercial (Science)</p> <p>Nobel House, 17 Smith Square, London, SW1P 3HX</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of LEICA Microsystems UK Limited:</p> <p>To: Larch House, Woodlands Business Park, Breckland, Linford Wood, Milton Keynes, MK14 6FG</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p>								
<p><b>Data Protection Particulars (Schedule 4)</b></p>	<table border="1"> <tr> <td data-bbox="475 869 834 969">The subject matter and duration of the Processing</td> <td data-bbox="834 869 1321 969">The parties will Process Personal Data in the context of: N/A</td> </tr> <tr> <td data-bbox="475 969 834 1059">The nature and purpose of the Processing</td> <td data-bbox="834 969 1321 1059">The Processing will be for the purposes of: N/A</td> </tr> <tr> <td data-bbox="475 1059 834 1149">The type of Personal Data being Processed</td> <td data-bbox="834 1059 1321 1149">The Personal Data will include: N/A</td> </tr> <tr> <td data-bbox="475 1149 834 1238">The categories of Data Subjects</td> <td data-bbox="834 1149 1321 1238">The Data Subjects will include: N/A</td> </tr> </table>	The subject matter and duration of the Processing	The parties will Process Personal Data in the context of: N/A	The nature and purpose of the Processing	The Processing will be for the purposes of: N/A	The type of Personal Data being Processed	The Personal Data will include: N/A	The categories of Data Subjects	The Data Subjects will include: N/A
The subject matter and duration of the Processing	The parties will Process Personal Data in the context of: N/A								
The nature and purpose of the Processing	The Processing will be for the purposes of: N/A								
The type of Personal Data being Processed	The Personal Data will include: N/A								
The categories of Data Subjects	The Data Subjects will include: N/A								

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return this Order Form to signify your acceptance of its contents.

Please also sign and return the Call-Off Terms and Conditions.



**SIGNED** for and on behalf of **LEICA  
Microsystems UK Limited**

DocuSigned by:



24C713E36DC149C...

Full Name:



Job Title/Role:



Date Signed: 01.08.2023

**SIGNED** for and on behalf of the **UK  
Health Security Agency**

DocuSigned by:



DEEEEE0F77EA14A2...

Full Name:



Job Title/Role:



Date Signed: 1st Aug 2023