

## Appendix 1

National Microbiology Framework Agreement  
Order Form

## 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 " <b>Authority</b> ")
<b>Invoice address:</b>	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR [REDACTED]
<b>Contract Manager:</b>	[REDACTED]
<b>Secondary Contact: e.g. business operational contact, project manager</b>	[REDACTED]
<b>Procurement lead</b>	[REDACTED]
<b>Name and address for notices:</b>	[REDACTED] [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
<b>Internal reference (if applicable):</b>	C116687

## TO

<b>Supplier:</b>	Abbott Laboratories Ltd, Abbott House Vanwall Business Park, Vanwall Road, Maidenhead, Berkshire, SL6 4XE, reg no: 00329102 (the " <b>Supplier</b> ")
<b>Contract Manager:</b>	[REDACTED] [REDACTED]
<b>Secondary Contact:</b>	[REDACTED]

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<b>Account Manager:</b>	[REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: Abbott Laboratories Limited Abbott House Vanwall Business Park, Vanwall Road, Maidenhead, Berkshire, SL6 4XE

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**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 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	(only applicable if one or more boxes are checked)	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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"/>	

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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 checked="" 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"/>
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****(1.1) Commencement Date:** 01/01/2023**(1.2) Services Commencement Date (if applicable):**  
N/A**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1. The total contract value shall be one million, three hundred and ninety-one thousand and eighty nine pounds and ninety six pence (£1,391,091.96) (Excl. VAT) (the **"Total Contract Value"**). The Total Contract Value reflects the total value including the Term extension options.

1.3.2. This comprises of supply for consumables for Abbott Alinity and Abbott M2000 instruments to support Blood Borne Virus (BBV) testing and the transfer of ownership of one Abbott Alinity instrument and one Abbott M2000 instrument to UKHSA's Birmingham laboratory.

1.3.3. Following execution of this Contract, the Authority shall submit to the Supplier purchase orders for the Initial Contract Value (the **"Purchase Order"**). The Purchase Orders shall be for the Goods specified in Section 2 (the **"Goods"**) and for the value of five hundred and twenty seven thousand and forty four pounds and twenty one pence [REDACTED] (the **"Initial Contract Value"**).

1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value or the Initial Contract Value.

1.3.5 Prices shall remain fixed and as per the values specified in Annex 1 until at least 1<sup>st</sup> March 2024. Any changes in price following this period shall be subject to the conditions set out in the Framework Agreement (Schedule 6, Commercial schedule). These conditions include the following:

- Requests for framework price increases shall be submitted no more than once each year and no later than three (3) months prior to the relevant Pricing Adjustment Date.
- Any framework supplier requesting a framework price increase must provide a full justification for such increase.
- Proposed framework price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date. (These relevant indices can be found on <https://www.ons.gov.uk/economy/inflationandpriceindices/datasets/consumerpriceindices> )
- In exceptional circumstances (and in its sole discretion) the Authority reserves the right to consider another index in place of the CPI.

1.3.6 Only orders placed directly by the Authority are binding under this Contract.

1.3.7 See Annex 1 - Goods Information and Pricing for the price of the Goods.

1.3.8 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of monthly consolidated invoices.

1.3.9 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

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1.3.10 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

**(1.4) Term of Contract:**

1.4.1 This Contract shall commence on 1<sup>st</sup> January 2023 (the "Commencement Date") and shall, unless terminated earlier or extended, in accordance with its terms, expire on 31<sup>st</sup> March 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 90 days' written notice.

**(1.5) Term extension options:**

1.5.1 The Authority may extend the contract for the period 1st April 2024 – 31st March 2026, or such shorter period as the Authority may specify in the notice, (the "Extension Period") by giving the Supplier written notice no later than 1 month before the contract expires.

1.5.2 Should the Authority extend the contract, the Authority shall submit to the Supplier a purchase order for the Extension period for the Goods specified in Annex 1 (the "Services") and to a maximum value, taking into account Purchase Orders previously issued under the contract, of the Total Contract Value as defined in clause 1.3.1.

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

This Contract covers the following consumables as listed below:

Product	Product code	Price	Total Annual Kits	Total Annual costs
Alinity m HIV-1 AMP Kit (CE)	08N45-090	██████	██	██████
Alinity m HIV-1 CAL Kit (CE)	08N45-070	██████	██	██████
Alinity m HIV-1 CTRL Kit (CE)	08N45-080	██████	██	██████
Alinity m HCV AMP Kit (CE)	08N50-090	██████	██	██████
Alinity m HCV CAL Kit (CE)	08N50-070	██████	██	██████
Alinity m HCV CTRL Kit (CE)	08N50-080	██████	██	██████
Alinity m HBV AMP Kit (CE)	08N47-090	██████	██	██████
Alinity m HBV CAL Kit (CE)	08N47-070	██████	██	██████
Alinity m HBV CTRL Kit (CE)	08N47-080	██████	██	██████
Alinity m CMV AMP Kit (CE)	09N46-090	██████	██	██████
Alinity m CMV CTRL Kit (CE)	09N46-080	██████	██	██████

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Alinity m CMV CAL Kit (CE)	09N46-070			
Alinity m EBV AMP Kit (CE)	09N43-090			
Alinity m EBV CTRL Kit (CE)	09N43-080			
Alinity m EBV CAL Kit (CE)	09N43-070			
Alinity m Sample Prep Kit 2	09N12-001			
Lysis	09N20-001			
Diluent Solution	09N20-003			
Vapor Barrier	09N20-004			
Alinity m Pipette Tips, 50 µL	09N26-001			
Alinity m Pipette Tips, 1000 µL	09N26-002			
Alinity m Integrated Reaction Units	09N26-010			
Alinity m Waste Box	09N26-012			
Alinity m IRU Waste Container	09N26-020			
<b>Product</b>	<b>Product code</b>	<b>Price</b>	<b>Total Annual Kits</b>	<b>Total Annual costs</b>
RT HCV GTII Amp Kit 24T	08K24-90			
RT HCV GTII CTL Kit	08K24-80			
ASPS SMPL PUR KIT	04J70-24			
ASPS 1ML TIPS	04J71-10			
PIPETTE TIPS 200U	04J71-17			
ASPS RXN VESSELS	04J71-20			
ASPS 96 WELL PLTS	04J71-30			
ASPS BIOHZRD BAGS	04J71-45			
200ML RGT VESSEL	04J71-60			
M2K WLOPT RCTN PT	04J71-70			
M2K OPT ADHSV CVR	04J71-75			
MASTER MIX TUBES	04J71-80			
M2000 HALOGEN LAMP	09K33-01			

2.1.1 The Authority may, but is not obliged to, order, and the Supplier shall provide, the Goods as specified in Section 2 (the “Goods”) to be delivered and used within UKHSA laboratories over the Term.

2.1.2 Subject to Clauses of this Order Form, the Authority shall be entitled to order the “Goods”, and the Supplier shall provide the “Goods”.

2.1.3 Ownership of equipment as detailed in Annex 2 (“Equipment list”) will transfer from Abbott to UKHSA ownership on payment of nominal fee of [REDACTED]. The Supplier shall provide an invoice and the Authority will have raised a Purchase Order to facilitate this transfer. The transfer is dependent upon the instruments being in good working order and performing as per the Suppliers specification and documented performance. The authority shall be responsible for service and maintenance of the equipment post the transfer.

**Ordering Procedure:**

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2.1.4 The Authority may, but shall not be obliged to, provide the Supplier with call off orders for the Goods up to, but not exceeding cumulatively the Contract Price. The Authority may vary the quantities of the goods ordered to those set out in the table within section 2, providing that the total call off orders do not cumulatively exceed the Contract Price.

2.1.5 The Parties agree that a period of 2 Weeks is adequate notice.

2.1.6 Where the Authority provides the Supplier with a call off order pursuant to clause 2.1.1 above with notice that is not less than the period specified in clause 2.1.4 above then the Supplier shall fulfil such call off order.

2.1.6 Where the Authority provides the Supplier with a call off order pursuant to clause 2.1 above with notice that is less than the period specified in clause 2.1.4 above then the Supplier shall use its reasonable endeavours to fulfil such call off order in whole, and where the Supplier is not able to fulfil in whole in part, in the timeframe specified by the Authority.

2.1.7 The Supplier shall ensure the Goods delivered comply with the Specification and the Supplier's description of the Goods (which will contain any relevant technical information, quality standard, relevant testing and validation information and any relevant handling and storage information given).

2.1.8 The supplier warrants that any Goods that are shown to fail this Specification within the expiry date required for the goods are, at the Authority's sole discretion, either replaced or full credit given.

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

2.2.1 The Supplier shall provide goods to the Birmingham Laboratory as detailed in Annex 1 (Goods information and pricing) and to the location below:

Location	FAO
Birmingham Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS	[REDACTED]

2.2.1 The supplier shall deliver the goods to the Premises and Location(s) detailed at 2.2 and such other locations as the Authority specifies from time to time.

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.

2.2.3 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.4 Primary delivery contact [REDACTED]

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

- Supplier name;

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- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Delivery address.

2.2.7 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 delivery note.

- The Supplier shall ensure that all Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location;
- In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number of Assays and/or Consumables to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and inform the Authority of when such missing Goods will be delivered. The Supplier shall, using its best endeavours, deliver such missing Goods at the earliest possible time;
- The Supplier shall ensure that all Goods are labelled with the product description, part number, volume, batch number, storage requirements and barcode.
- The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.8 The Supplier shall carry out deliveries within the ordinary working hours at the delivery location on the date specified.

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



**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the goods conform and perform to the Specification.

2.4.2 Timely delivery of the Goods in accordance with section 2.6 below.

2.4.3 Proof of delivery of the Goods supplied with each monthly consolidated invoice

**(2.5) Quality standards & warranty:**

2.5.1 Unless expressly agreed otherwise the Supplier shall ensure that the Goods have an expiry date of at least 6 months following the date of delivery by the Supplier, to allow the laboratory sufficient time to use the goods.

2.5.2 The Supplier warrants the Goods shall be fit for purpose and shall conform to the Specification for not less than six (6) months commencing from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.

2.5.3 In the event that 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 3.6 of the Call-Off Terms and Conditions.

2.5.4 The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods. The Supplier shall ensure that all Goods comply with CE IVD (or any replacement organisation) and carry the CE IVD marking.

2.5.5 Return Conditions: For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

2.5.5.1 The Supplier is responsible for collecting the Goods.

2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.

2.5.5.3 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 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.

2.6.2 The Supplier shall provide any management information required on a monthly basis to include:

2.6.2.1 Performance against KPIs, delivery expectations, demand/call-off plan

2.6.2.2 Stock and deliveries against call off orders

2.6.2.3 Compliance to processes: Delivery schedules and Invoicing

2.6.2.4 Overview of any innovation, product performance/enhancement

2.6.2.5 Supplier input/issues on contract performance

**(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:

2.7.2.1 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with Clause 2 of this Order Form;

2.7.2.2 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).

2.7.2.3 Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of this Contract)

2.7.2.4 Establish any improvement action plans required;

2.7.2.5 Corrective action notices; National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

2.7.2.6 Process improvements / best industry practice;

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2.7.2.7 Review and discussion of a continuous improvement plan;  
2.7.2.8 Change control;  
2.7.2.9 Capacity management achievement of authority's objectives;  
2.7.2.10 Review of risks; and  
2.7.2.11 Where necessary: objective reviews and scope for delivery of Goods.  
2.7.2.12 Commercial opportunity / strategic & executive review meetings shall discuss the following:  
Supplier's Business Continuity Plan including monitoring supply chain risks and issues.

**3. CONFIDENTIAL INFORMATION (if applicable)**

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

Pricing and individual contact details.

**(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:**

Not applicable.

**For and on behalf of the Authority**

**For and on behalf of the Supplier**



Date Signed: 09/12/22

Date Signed: 9th Dec 2022

## Annex A

### Order Specific Key Provisions

#### 1. Delivery and Risk:

1.1. The Supplier shall deliver the goods to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex 1 and the Call-Off Terms and Conditions.

#### 2. Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid 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 ("the **PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice. A PO will be issued by each of the sites as set out in Annex 3

2.3 The Supplier shall provide an invoice to the Authority for all goods received for each site and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must 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 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email [REDACTED]

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**Annex 1 – Goods information and pricing**

Product	Product code	Price
Alinity m HIV-1 AMP Kit (CE)		
Alinity m HIV-1 CAL Kit (CE)		
Alinity m HIV-1 CTRL Kit (CE)		
Alinity m HCV AMP Kit (CE)		
Alinity m HCV CAL Kit (CE)		
Alinity m HCV CTRL Kit (CE)		
Alinity m HBV AMP Kit (CE)		
Alinity m HBV CAL Kit (CE)		
Alinity m HBV CTRL Kit (CE)		
Alinity m CMV AMP Kit (CE)		
Alinity m CMV CTRL Kit (CE)		
Alinity m CMV CAL Kit (CE)		
Alinity m EBV AMP Kit (CE)		
Alinity m EBV CTRL Kit (CE)		
Alinity m EBV CAL Kit (CE)		
Alinity m Sample Prep Kit 2		
Lysis		
Diluent Solution		
Vapor Barrier		
Alinity m Pipette Tips, 50 µL		
Alinity m Pipette Tips, 1000 µL		
Alinity m Integrated Reaction Units		
Alinity m Waste Box		
Alinity m IRU Waste Container		
Product	Product code	Price
RT HCV GTII Amp Kit 24T		
RT HCV GTII CTL Kit		
ASPS SMPL PUR KIT		
ASPS 1ML TIPS		
PIPETTE TIPS 200U		
ASPS RXN VESSELS		
ASPS 96 WELL PLTS		
ASPS BIOHZRD BAGS		
200ML RGT VESSEL		
M2K WLOPT RCTN PT		
M2K OPT ADHSV CVR		
MASTER MIX TUBES		
M2000 HALOGEN LAMP		
Nominal payment – equipment transfer: 1 x Alinity m instrument 1 x M2000 instrument		

**Annex 2 – Equipment list**

<b>Serial number</b>	<b>Equipment location</b>	<b>Date of manufacture</b>	<b>Date of installation</b>	<b>Date of latest preventative maintenance</b>
Alinity m - 106	Heartlands Hospital, Birmingham	N/A	25 <sup>th</sup> October 2019	28 <sup>th</sup> January 2022
m2000sp - 10674	Heartlands Hospital, Birmingham	N/A	17 <sup>th</sup> April 2017	27 <sup>th</sup> April 2022
m2000rt - 275021546	Heartlands Hospital, Birmingham	N/A	16 <sup>th</sup> April 2016	25 <sup>th</sup> April 2022