

PHE National Microbiology Framework Agreement Order Form

FROM

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

TO

Supplier:	Hamilton Sales & Services UK Ltd
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	Name: [REDACTED]. Hamilton Sales & Services UK Ltd
for notices:	Address: Unit 1 Forge Mills Park, Station Road, Coleshill, Birmingham, B46 1JH. United Kingdom

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 checked="" 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" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. TUPE applies at the commencement of the provision of Services</td> <td style="width: 20%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. TUPE on exit</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>3. Different levels and/or types of insurances</td> <td style="text-align: center;"><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 insurances	<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 insurances	<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 checked="" 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	<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 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)
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1. CONTRACT DETAILS
(1.1) Commencement Date: 23 March 2022
(1.2) Services Commencement Date: 23 March 2022
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The Contract Price is a maximum of Five hundred ninety thousand four hundred and fourteen pounds. (£590,414) (Excl. VAT), full details of which are contained in (Annex B – Summary of Contract Cost). For the avoidance of doubt, the Authority is not committed to pay the Contract Price.</p> <p>Any purchase orders issued by the Authority in respect of this Agreement does not form part of this Agreement.</p> <p>1.3.2 The Supplier:</p> <p>(a) May, immediately after the issue of the relevant purchase order for this Contract, invoice the Authority for any goods or services supplied in accordance with this contract during the period starting on the Commencement Date and ending at the end of the calendar month immediately preceding the date of the purchase order; and</p> <p>(b) Shall, invoice in full for the term, for the Premium plus service package, upon receipt of the PO.</p> <p>(c) Shall, for the calendar month in which the tools, parts, training is delivered and thereafter, invoice in arrears, upon receipt of the PO.</p>

Invoiceable Charge Breakdown

For the period 23 March 2022 to 21 July 2022, the Supplier may invoice in full upon receipt of the PO for Premium plus service and maintenance package for equipment at RFL as set out below. Detailed breakdown of equipment at RFL is set out in Appendix C Section 1.

Premium plus service and maintenance package for equipment at RFL	Invoiceable Amount
For the period 23 March 2022 to 21 July 2022	

For the period 01 April 2022 to Sept 2022, the Supplier may invoice monthly in arrears upon receipt of the PO and successful completion of works as set out in Appendix D. For the avoidance of doubt, each of the works set out in Appendix D shall be completed during the contract period in a timely manner following the Authority’s instruction for such works.

Training and post-handover support for the period 01 April 2022 to 30 Sept 2022	Number of training days	Maximum charge across full contract period (Includes labour, travel and accommodation costs)
Training provided by Hamilton Switzerland Personnel for up to 5 RFL engineers. Training to be carried out at RFL.		
Additional training to cover practical fault diagnosis by Hamilton UK engineers for up to 5 RFL engineers following completion of initial training described above. Training to be carried out at RFL		
Venus software training on-site for 5 RFL engineers		
Post-handover support for 4 weeks with effect from 25 th July to 21 st August 2022.		
Post-handover support for 6 weeks with effect from 22 August to 02 October 2022.		
	Total	

For the period 01 April to Sept 2022, the Supplier may invoice in arrears upon receipt of the PO for tools and parts for RFL, as set out in Appendix E. The Supplier shall raise the invoice following the delivery of the tools and parts at RFL.

For the period 01 April to 30 Sept 2022	Invoiceable amount
Tools	
Parts	
Total	

(1.4) Term of Contract:

1.4.1 This Contract shall commence on 23 March 2022 (“**Commencement Date**”) and shall, subject to clause 1.5 and unless terminated earlier in accordance with its terms, expire on 30 September 2022 (the “**Term**”).

1.4.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than twelve (12) weeks’ notice in writing.

1.4.3 Any contractual terms included in the quotations do not form part of this contract.

(1.5) Term extension options:

1.5.1 The Authority may give notice of its intention to extend the contract for the period 1 October 2022 to 31 March 2023, or such shorter period as the Authority may specify in the notice, (the “**Extension Period**”) by giving the Supplier written notice no later than 31 August 2022.

1.5.2 The Authority shall, no later than 31 August 2022 provide the Supplier with details of its requirements for training during the Extension Period (the “**Extension Requirements**”).

1.5.3 The Supplier shall, no later than 10 working days after receiving the Extension Requirements provide its proposals to provide the Extension Requirements. In preparing the proposals, the Supplier may not increase the unit prices set out in the quotations.

1.5.4 The Parties shall, acting reasonably and in good faith, discuss and agree the terms on which the Supplier will meet the Extension Requirements during the Extension Period. These terms shall be incorporated into this contract by way of variation.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Services:

This Contract covers the service and maintenance of Hamilton liquid handling equipment that was installed at RFL to support the Covid testing programme.

The service and maintenance for equipment together with training support to be supplied by the Supplier under this Contract shall be (the "Services"). Equipment details together with location of equipment is set out in Appendix C (Equipment to be serviced and maintained and associated costs). Training, parts and labour is set out in Appendix D and E.

The Services to be covered under this contract are as follows:

- Service and maintenance of the equipment in RFL
- Training support for engineers at RFL
- Post-handover support for engineers at RFL
- Tools and parts for RFL

2.2 The Services shall be supplied in accordance with the following specification (the "Specification"):

Service and maintenance of the equipment in the Laboratories

2.2.1 The Supplier shall provide Hamilton's Premium plus cover for each equipment located at RFL. Equipment list is set out in Appendix C. The Premium plus cover will run from 11 March to 21 July 2022. All other systems expiring between 22 July and 22 August 2022 shall be covered by the existing Warranty. Details of the Premium plus cover is as follows and commercial aspects set out in Appendix C Section 1.

- Two (2) preventive maintenance visits and 2 verifications per year (incl. reagents and CORE-O-Rings)
- Free telephone support for technical service
- Prioritized reaction times
- Software updates (within a version)
- Services to be provided during weekdays (Monday to Friday) between office hours (08:00 - 17:00), excludes public holidays
- The work and travel costs for service call-outs is included
- The replacement parts for service call-outs is included
- Deliver the Services to the following Service Level Agreement
 - Reaction times in case of device malfunction
 - Call back (hours) – 3
 - Target reaction time on site after receipt (hours) – 24
 - Guaranteed reaction time on site after receipt (hours) – 48
 - Provide written confirmation of all works carried out

Training Support for engineers at RFL

2.2.2 The Supplier shall provide training support for engineers at RFL. Training requirements are set out below and commercial aspects set out in Appendix D.

- Training shall be provided by the Supplier's Switzerland authorised personnel for up to 5 RFL engineers to allow servicing of Hamilton STARS. Training to take place over five (5) days from 04 July to 08 July 2022.
- Additional training shall be provided by Supplier's UK engineer(s) for up to 5 RFL engineers to cover practical fault diagnosis and analysis of trace files to gain a better understanding of the systems function. Training to take place over five (5) days from 18 July to 22 July following completion of above training
- Venus software training shall be provided on-site for up to 5 RFL engineers over two (2) days from 11 July to 12 July, following completion of the above training
- Training dates shall be mutually agreed by the Supplier and the Authority by 31 May 2022.
- The Training shall be completed by no later than 22 July 2022.
- Upon completion of the training service manual shall be issued to RFL engineers.
- The service documentation, manuals and software shall be kept within RFL and will not be shared with 3rd party contractors.
- Further set of training as listed above shall be made available by the Supplier upon request from the Authority. The Authority shall provide three (3) months' notice for any such training requests. Further training shall be chargeable.
- The Authority shall take ownership of the expired systems week commencing 25th July allowing a transition period of 1 month where the Supplier provide cover for the systems in warranty and RFL engineer repair or carry out planned maintenance on systems no longer covered by the Supplier.

Post-handover Support for Engineers at RFL

2.2.3 The Supplier shall provide post-handover support for RFL engineers following successful completion of the training programme in July 2022. Details of the post-handover support is set out below and commercial aspects set out in Appendix D.

- Ongoing site support and assistance from the Supplier's engineers three (3) days a week for a period of four (4) weeks, with effect from 25 July 2022 through to 21 August 2022.
- Ongoing site support and assistance from the Supplier's engineers two (2) days a week for a period of six (6) weeks, with effect from 22 August 2022 through to 02 October 2022.
- The training costs shall include Supplier's travel and accommodation costs.
- Further ongoing support may be request from the Authority and this shall be chargeable.
- Ongoing support from the Supplier shall cover training and guidance for RFL engineers in order to carry out repairs and maintenance of the systems.

Tools and parts for RFL

2.2.4 The Supplier shall provide tools and parts for RFL to enable RFL to carry out maintenance and repair of the systems with effect from 22 July 2022. Details of the parts and labour are set out below and commercial aspects set out in Appendix E.

- Provide specialist tools on a lease basis as set out in Appendix E for use on Hamilton STARLine system. The Title to the tools shall remain with the Supplier. Intellectual Property in the tools shall remain with the Supplier at all times. At the termination of the contract for any reason, the Authority shall return the tools to the Supplier within 28 days of such termination.

- The Authority and the Supplier agree that the Lease Costs in Appendix E shall only be payable once for the total duration of this contract, any extensions and/or any further contracts between the parties covering the same or broadly similar subject matter.
- Provide a comprehensive list of spare parts as detailed in Appendix E to be stocked at RFL for use on the Hamilton STARLine systems. For the avoidance of doubt, the Authority may request additional parts from time to time to enable smooth operation of systems at RFL.
- The tools and parts shall only be used by qualified and trained RFL engineers to maintain and repair systems at RFL. For the avoidance of doubt 3rd party contractors shall not be allowed to use the tools.
- The parts shall be delivered to RFL directly and there shall be joint inventory control in place to ensure continuity of supply and smooth operation at RFL.
- The IP in the tools shall remain the property of the Supplier.

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

The Supplier shall provide the services to the Laboratories as detailed in the specification and location below

[REDACTED]
 Rosalind Franklin Laboratory
 Precision Park
 Juno Drive
 Leamington Spa
 CV31 3RG

Details of equipment at each site is set out below:

Lab	Automated Liquid Handler	173000	Microlab Starlet (96)	Cherry Picker	Starlet 12AL	Starlet 8/96
[REDACTED]					[REDACTED]	[REDACTED]

The Authority may, at any time by giving two (2) months' notice to the Supplier to add or remove instruments of the types and at the laboratories set out in the table above to the scope of this contract and the charges shall change in proportion to such equipment changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced, as applicable to reflect the amended scope set out in the notice.

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

[REDACTED]

(2.4) Performance standards:

As listed in 2 above

(2.5) Quality standards:

The Supplier shall maintain and repair the Instruments to the level of Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and Supplier Contract Manager shall meet Monthly 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 (unless otherwise requested by the Authority).

(2.7) Management information:

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).

On a monthly basis the Supplier will provide a MI report that includes:

- List of current equipment 'Asset Register';
- Schedule of the equipment for Planned Maintenance in the forthcoming month;
- Schedule of the completed equipment Planned Maintenance;
- Number of service call outs received with reference to associated equipment serial number;
- Downtime Notice requests received;
- Performance against Service Level agreement; and
- Details of callouts by laboratory, including root cause analysis.

The Contract Managers shall meet no less than quarterly to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority)

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:

N/A

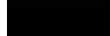
Signature



For and on behalf of the Authority

Name:

Job title:



Date: 23.3.22

Signature

For and on behalf of the Supplier

Name:

Job title:



Date:

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

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

1.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, Appendix 1 and the Call-Off Terms and Conditions, except that any contractual terms included in any quotations included in Appendix 1, 2, 3 or 4 do not form part of this contract.

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.

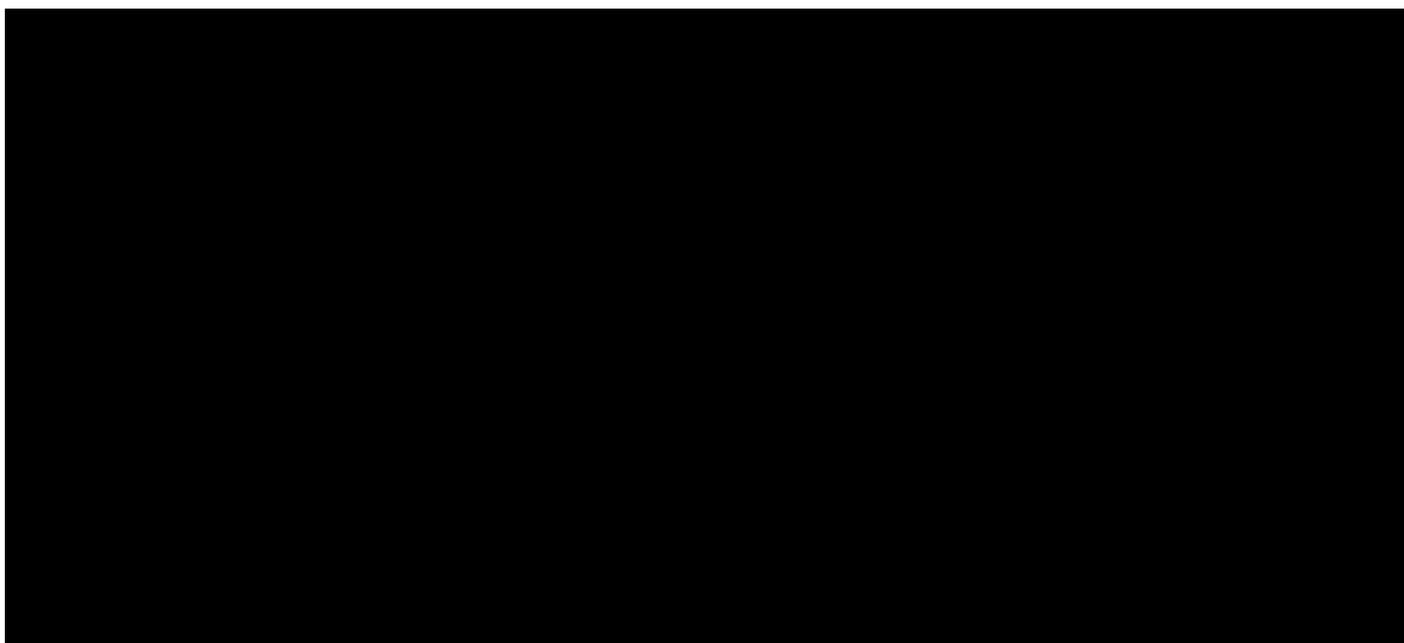
2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@phe.gov.uk 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.

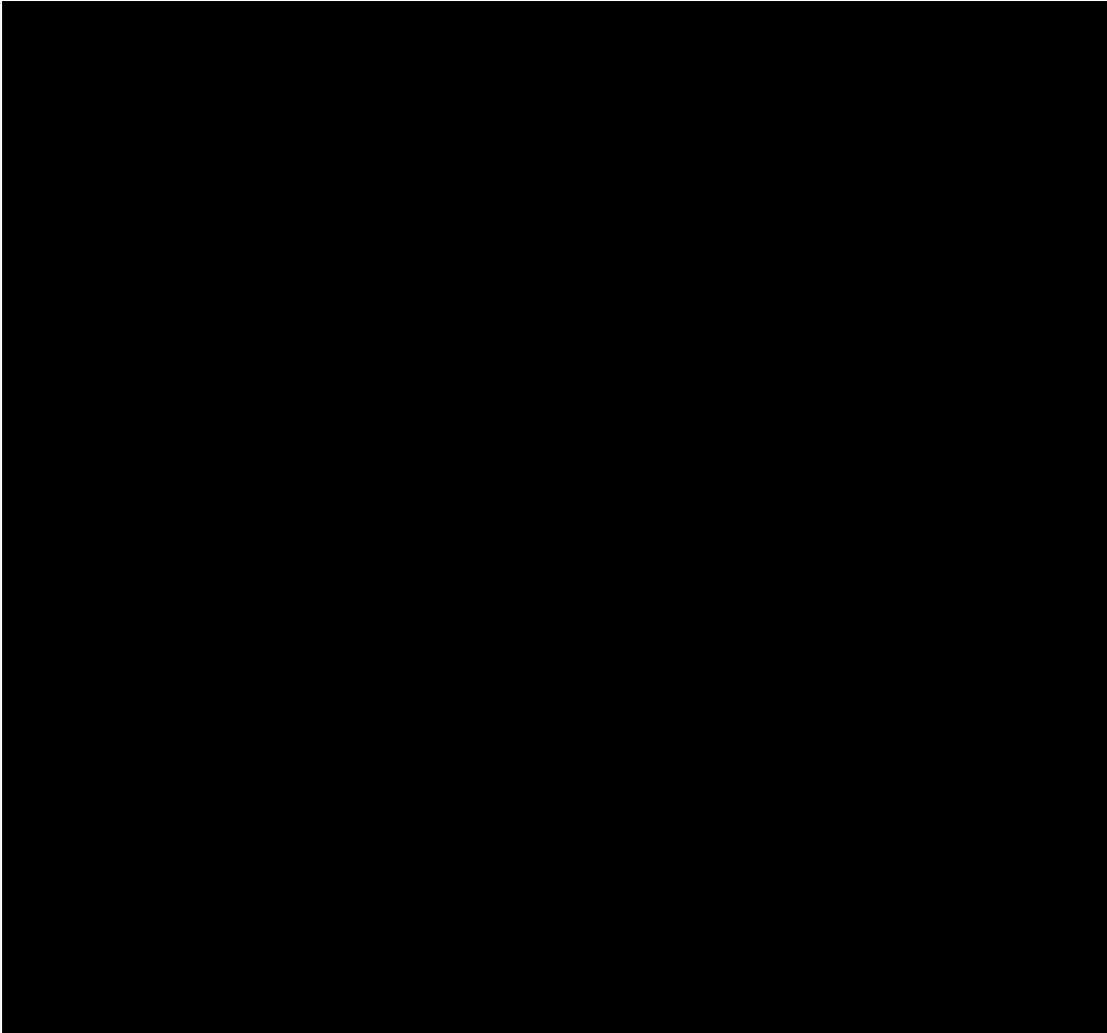
2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant 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 to: [REDACTED]

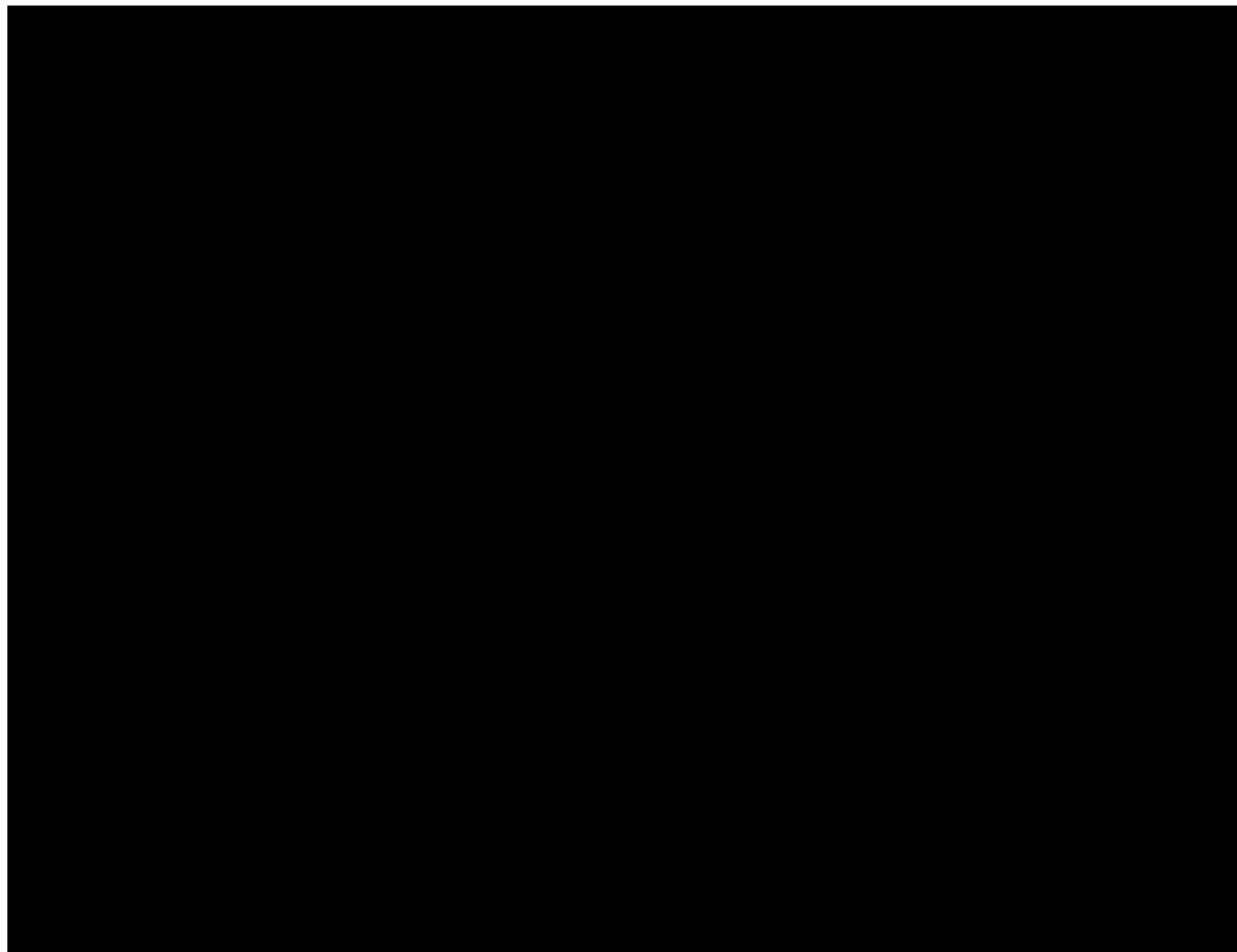


Appendix C - Equipment to be serviced and maintained and associated costs

Section 1 – Premium Plus Service package for equipment at RFL



Appendix D – Training and post-handover support



Appendix E – Tools and parts for RFL

Tools as set out in the table below. The Authority and the Supplier agree that the Lease Costs in Appendix E above shall only be payable once for the total duration of this contract, any extensions and/or any further contracts between the parties covering the same or broadly similar subject matter.



Parts as set out in the table below:

