Appendix 1
National Microbiology Framework Agreement
Order Form – Reference C106276
Stratech Scientific

FROM

Authority:	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 **"Authority"**)
Invoice address:	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR Email: [redacted]
Contract Manager:	Name: [redacted]
Secondary Contact: eg. business operational contact, project manager	Name: [redacted]
Procurement lead	Name: [redacted]
Name and address for notices:	Name: [redacted] Address: UK Health Security Agency, Windsor House, 50 Victoria Street, London, SW1H 0TL
Internal reference (if applicable):	UKHSA CRE-ID 4003

TO

Supplier:	Stratech Scientific, Cambridge House, St Thomas Place, Ely, CB7 4EX
Contract Manager:	Name: [redacted]
Secondary Contact:	Name: [redacted]
Name and address for notices:	Name: [redacted]

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	☐ **(only applicable if this box is checked)**
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	☐ **(only applicable if this box is checked)**
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	☐ **(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	☐ **(only applicable if this box is checked)**
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	☐ **(only applicable if this box is checked)**
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	☐ **(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	Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	**(only applicable if one or more boxes are checked)**

1. TUPE applies at the commencement of the provision of Services	☐
2. TUPE on exit	☐
3. Different levels and/or types of insurance	☐
4. Induction training for Services	☐
5. Further Authority obligations	☐
6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	☐
7. Inclusion of a Change Control Process	☐

8. Authority step-in rights	☐
9. Guarantee	☐
10. Termination for convenience	☒
11. Pre-Acquisition Questionnaire	☐
12. Time of the essence (Goods)	☐
13. Time of the essence (Services)	☐
14. Specific time periods for inspection	☐
15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	☐
16. Right to terminate following a specified number of material breaches	☐
17. Expert Determination	☐
18. Consigned Goods	☐
19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	☐
20. Management Charges and Information	☐
21. COVID-19 related enhanced business continuity provisions	☐
22. Buffer stock requirements	☐
23. Modern slavery	☒
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.	☒

1. CONTRACT DETAILS
(1.1) Commencement Date: 31st October 2022
(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 fifty-three thousand two hundred and fifty pounds and no pence (£53,250.00) (Excl. VAT) (the **"Total Contract Value"**)

1.3.2 This comprises of the supply of [redacted] of IgG Conjugate for use on the Bio-Plex multiplex immunoassay platform.

1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for the Total Contract Value (the "**Purchase Order**"). The Purchase Order shall be for the Goods specified in Appendix A (the "**Goods**"):

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

1.3.5 See Appendix A - Goods Information and Pricing for the price of the Goods.

1.3.6 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.

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

1.3.8 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 be deemed to have commenced on 31st October 2022 (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2023 (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 2023 – 31st March 2024, or such shorter period as the Authority may specify in the notice, (the **"Extension Period"**) by giving the Supplier written notice no later than 28th February 2023.

2. GOODS REQUIREMENTS

(2.1) Description of the Goods:

Product	Product code
R-Phycoerythrin-conjugated AffiniPure F(ab')2 Fragment Goat Anti-Human IgG, Fcγ Fragment Specific (min X Bov,Hrs,Ms Sr Prot)	109-116-098

2.1.1 The Authority may, but is not obliged to, order, and the Supplier shall provide, the Goods as specified in Appendix C (the "**Specification**") to be delivered and used within UKHSA laboratories over the Term (the "**Goods**").

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.

Ordering Procedure:

2.1.3 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.

2.1.4 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.

2.1.5 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.

2.1.6 Where the Authority's call off order made pursuant to clause 2.1.6 has been in the Supplier's possession for a period not less than that set out in clause 2.1.4 above the Supplier shall treat such call off order as if the Authority had submitted it pursuant to clause 2.1.3 accordingly.

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 at which the Goods are to be delivered / provided:

2.2.1 The supplier shall deliver the goods to the Premises and Location detailed in Appendix B – Delivery Location 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: Business Operational Contact [redacted]

E-mail [redacted]

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

- Supplier name
- Authority's Order Number
- Item reference, Supplier's part code, description and quantity
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number
- Date and time of service (where applicable); and
- 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 Goods:

Name: [redacted]

(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 Services in accordance with section 2.6 below.

2.4.3 Proof of delivery of the Services to be 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 laboratories sufficient time to use the kit.

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.

(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 contract schedule and forecast

2.6.2.3 Compliance to processes: Delivery schedules and Invoicing

2.6.2.4 Overview of any innovation, product performance/enhancement, service redesign, and horizon plans

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

3. CONFIDENTIAL INFORMATION (if applicable)

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

3.1.1 Supplier pricing.

3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives

3.1.3 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:

3.2.1 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

Date Signed: 31/10/2022

Signature:

For and on behalf of the Supplier

Date Signed: 31/10/2022

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the Goods to the location set out in Appendix B of this order form and such other locations as the Authority specifies from time to time.

1.2. The Supplier will ensure that the provision of the Goods is made in accordance with the terms of this Order Form including all Annexes, Appendices the Call-Off Terms and Conditions.

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 Notwithstanding submission of the Purchase Order to the Supplier, the Authority is only committed to purchasing such quantities of the Goods as it orders in accordance with this paragraph 2; and submission of the Purchase Order to the Supplier shall not constitute commitment on behalf of the Authority to purchase Goods up to the full Contract Price.

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

2.5 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.

2.6 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.

2.7 To avoid delay in payment the Supplier shall provide compliant invoices 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.

2.8 In support of Goods being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods by email to [redacted]

2.9 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [redacted]

Appendix A
Goods Information and Pricing

Product	Product code	Unit Value (exc. VAT)
R-Phycoerythrin-conjugated AffiniPure F(ab')2 Fragment Goat Anti-Human IgG, Fcγ Fragment Specific (min X Bov,Hrs,Ms Sr Prot)	109-116-098	[redacted]

Appendix B
Delivery Locations

The Supplier will be required to deliver to the following location.

UKHSA
Vaccine Evaluation Unit
Clinical Sciences Building 2
Manchester Royal Infirmary
Oxford Road
Manchester
M13 9WL

Appendix C
Product Specification

Product: R-Phycoerythrin†-conjugated AffiniPure F(ab')$_2$ Fragment Goat Anti-Human IgG, Fc$_\gamma$ Fragment Specific (minimal cross-reaction to Bovine, Horse, and Mouse Serum Proteins)

Code Number: 109-116-098

Physical State: Freeze-dried solid

Size: 1.0 ml

Phycobiliprotein Concentration: 0.5 mg/ml (determined by absorption = 82.0 at 566 nm for a 1% solution for only those R-PE molecules to which at least one molecule of active antibody is bound)

Suggested Dilution Range: 1:50 - 1:200 for most applications

Phycoerythrin: Purified from seaweed
Amax = 490 nm, 545 nm, and 566 nm; Emax = 580 nm

Buffer: 0.01M Sodium Phosphate, 0.25M NaCl, pH 7.6

Stabilizer: 15 mg/ml Bovine Serum Albumin (IgG-Free, Protease-Free)

Preservative: 0.05% Sodium Azide

Storage and Rehydration: Store freeze-dried solid at 2-8°C. Rehydrate with 1.0 ml dH_2O and centrifuge if not clear. Store at 2-8°C - do not freeze. Prepare working dilution on day of use. ***Expiration date:*** six months from date of rehydration. The expiration date may be extended if test results are acceptable for the intended use.

Purity: The antibody was purified from antisera by a combination of pepsin digestion and immunoaffinity chromatography using antigens coupled to agarose beads. Fc fragments and whole IgG molecules have been removed.

Antibody Specificity: Based on immunoelectrophoresis and/or ELISA, the antibody reacts with the Fc portion of human IgG heavy chain but not with the Fab portion of human IgG. No antibody was detected against human IgM or IgA, or against non-immunoglobulin serum proteins. The antibody has been tested by ELISA and/or solid-phase adsorbed to ensure minimal cross-reaction with bovine, horse, and mouse serum proteins, but it may cross-react with immunoglobulins from other species.

Country of Origin: USA

Note: This product is for *in vitro* research use only. It is not a medical device and it is not intended for diagnostic or therapeutic purposes.