

Appendix 1**National Microbiology Framework Agreement
Order Form****FROM**

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority")
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU 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] E-mail: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C339432

TO

Supplier:	Thermo Electron Manufacturing Limited/ Thermo Fisher Scientific (Company Number 00441506)
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact:	Name: [REDACTED] Email: [REDACTED]
Account Manager:	Name: [REDACTED] Email: [REDACTED]
Name and address	FAO – [REDACTED]

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for notices:	Address: 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT
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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	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	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

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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 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**(1.1) Commencement Date:** 1st March 2025**(1.2) Services Commencement Date (if applicable):** 1st March 2025**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1. The total contract value shall be twenty-six thousand, three hundred twenty pounds and twenty-nine pence (£26,320.29 Excl. VAT) only (the "Total Contract Value")

1.3.2. This comprises of the servicing and maintenance for ICAP/QC/MS system located at Chilton site.

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

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).

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

1.3.6 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 the date of countersignature of this Contract document by UKHSA (the "**Commencement Date**") and shall expired on 28th February 2026 (the "**Term**").

1.4.2 Contract prices are to be held for the duration of the Contract.

(1.5) Term extension options:

No extension options.

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services:**

2.1.1 This Contract covers the servicing and maintenance of the following assets located at UKHSA Chilton sites as detailed in Annex 1.

Material No.	Description	Serial Number
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UEP_ELEM-ICP/MS	iCAP Qc (1C)	
UEP_CHROM_IC	DC MODULE 2X INJECT VALVE	
UEP_CHROM_IC	DP ANALYTICAL GRAD/	
UEP_CHROM_IC	AS-AP AUTOSAMPLER,TEMP	
CHROM_IC/DNX_OPS	ICS-5000+ EG ELUENT GENERATOR	
CHROM_IC/DNX_OPS	CONDUCTIVITY DETECTOR	

2.1.2 The services shall be supplied in accordance with the following specifications (the “**Specifications**”) as set out by the manufacturer shown in Annex 3 - Specification of Service Agreement:

UNITY LAB SERVICES ESSENTIAL PLAN

The Essential service plan features:

- 3-business-day, on-site response target for corrective maintenance
- Unlimited Enhanced Technical Support with targeted immediate response, featuring Enhanced Digital Remote Support tools and experts that enable faster troubleshooting and diagnosis
- Proactive annual preventive instrument maintenance that increases uptime
- Remote resolution of more than 35% of issues with our remote repair services
- Service delivered by highly experienced and certified engineers and support staff

Specifications	Essential Service plan
On-site corrective services	
Priority on-site response time target	3 business days
On-site corrective maintenance (Includes factory-certified parts, labor, and travel)	•
Corrective maintenance during qualification services	•
Replacement of malfunctioning computers purchased from Thermo Fisher Scientific and required for operation of the instrument	•
Industry-exclusive requalification (RQ) included free of charge during corrective maintenance visit if OQ was added to service plan	•
Preventive maintenance services	
Pre-scheduled, on-site preventive maintenance (PM) and PM parts kit (1/system/year)	•
Software and firmware updates during preventive and corrective maintenance visits, upon request*	•
Remote diagnostic and corrective services	
Priority remote diagnosis and repair, when possible†	•
Unlimited access to remote support engineers through our latest digital and augmented reality tools	•
Value-added services	
Priority status technical support with targeted immediate phone	•

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response**	
Training discount (where available), upon request	•
Premium subscription to Unity Lab Services online knowledge bases	•
10% training discount on parts, accessories, and consumables (upon request)	•
Optional services available for purchase	
Operational qualification (OQ)	• Includes requalification (RQ)
Additional preventive maintenance (PM)	• Discounted

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

2.2.1 The Supplier shall deliver the services to the UKHSA locations,

UK HEALTH SECURITY AGENCY
Harwell Science Park
Chilton
DIDCOT
Oxfordshire
UNITED KINGDOM

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

2.2.3 Primary delivery contact:

Name:

E-mail:

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

- Supplier name;
- Authority's Order Number;
- Item reference, description and quantity;
- and any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the 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 agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.7 If Services are deemed not to be accepted by the Authority, the Supplier shall re-perform the Services at their own cost.

2.2.8 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.9 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.

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

Name:

Email:

(2.4) Performance standards:

- The Supplier shall deliver the Services according to the Quotation (Annex 1) and good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Services to be supplied with each invoice.

(2.5) Quality standards:

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

2.5.2 The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

(2.6) Contract monitoring arrangements:

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 including but not limited to:

- Performance of Services - on time and in full.
- The Supplier shall provide to the Authority, 2 (two) Business Days prior to each meeting, a management report in the same or similar format as Annex 2 – Management Information Reporting Template, together with any other pertinent information such as, but not limited to:
 - Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number;
 - Issues that may have arisen (where relevant) following PM necessitating re-performance of the required Services;
- Invoicing; and
- Such other matters as the Parties may consider appropriate.

(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 ('MI') 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). The request for management information may include:

Performance and key performance indicators to be reported by the Supplier including:

- List of current equipment (the "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;
- Equipment performance reviewed including levels of equipment breakdown;
- Review of time to fix rate resolution;
- Details of callouts by location, including root cause analysis; and repairs carried out at each site.

3. CONFIDENTIAL INFORMATION (if applicable)

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

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

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Signature:

For and on behalf of the Authority

DocuSigned by:


Full Name: 
Job Title/Role: 
Date Signed: 14th March 2025

Signature:

For and on behalf of the Supplier

DocuSigned by:


Full Name: 
Job Title/Role: 
Date Signed: 14/03/2025

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 is made in accordance with the terms of this Order Form including Annex A, Annex 1, Annex 2 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 number ("the **PO**") for each year of this contract. The Supplier must be in receipt of valid PO numbers before submitting an invoice.

2.3 The Supplier shall provide an invoice to the Authority for all services to be provided and accepted by the Authority.

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 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, valid PO numbers, 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]

Annex 1 – Quotation**List of equipment, serial numbers, service cover, cover period and costs**

Quotation No	Creation Date	Reference Number
22277906	05.12.2024	
Customer No.	Terms of Payment	Quotation Exp
██████████	NET 30 DAYS UPON INVOICE DATE	05.03.2025

Thermo Fisher Scientific

Stafford House
 HP2 7GE Hemel Hempstead
 United Kingdom

Item	Material No	Description	Net Value
70	UEP_ELEM-ICP/MS	ICAP QC (1C) Serial Nr.: SN02902R Equipment Location: PHE CRCEH: CHILTON - Harwell Science Park - CHILTON, DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL PLAN - ELEMENTAL ICP/MS Coverage Start: 01.03.2025 Coverage End: 28.02.2026	
80	UEP_CHROM_IC	DC MODULE 2X INJECT VALVE (MB), ICS Serial Nr.: 14030052 Equipment Location: PHE - CRCEH: CHILTON Harwell Science Park Chilton - DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN Chrom_IC Coverage Start: 01.03.2025 Coverage End: 28.02.2026	
90	UEP_CHROM_IC	DP ANALYTICAL GRAD/ISO WITH DEGAS, Serial Nr.: 14020401 Equipment Location: PHE - CRCEH: CHILTON Harwell Science Park Chilton - DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN Chrom_IC Coverage Start: 01.03.2025 Coverage End: 28.02.2026	
100	UEP_CHROM_IC	PROD,AS-AP AUTOSAMPLER,TEMP Serial Nr.: 14036858 Equipment Location: PHE - CRCEH: CHILTON Harwell Science Park Chilton - DIDCOT OX11 0RQ	

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Quotation No	Creation Date	Reference Number
22277908	05.12.2024	
Customer No.	Terms of Payment	Quotation Exp.
	NET 30 DAYS UPON INVOICE DATE	05.03.2025

Thermo Fisher Scientific

Stafford House
HP2 7GE Hemel Hempstead
United Kingdom

Item	Material No	Description		Net Value
		UNITED KINGDOM		
		Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN Chrom_IC		
		Coverage Start: 01.03.2025 Coverage End: 28.02.2026		
110	CHROM_IC/DNX_OPS	ICS-5000+ EG ELUENT GENERATOR MODUL		
		Serial Nr.: 14020494		
		Equipment Location: PHE - CRCEH: CHILTON		
		Harwell Science Park		
		Chilton		
		-		
		DIDCOT OX11 0RQ		
		UNITED KINGDOM		
		Support Plan Type: IC OPTIONS		
		Coverage Start: 01.03.2025 Coverage End: 28.02.2026		
120	CHROM_IC/DNX_OPS	CD CONDUCTIVITY DETECTOR, ANALYT.,		
		Serial Nr.: 14036320		
		Equipment Location: PHE - CRCEH: CHILTON		
		Harwell Science Park		
		Chilton		
		-		
		DIDCOT OX11 0RQ		
		UNITED KINGDOM		
		Support Plan Type: IC OPTIONS		
		Coverage Start: 01.03.2025 Coverage End: 28.02.2026		
			Subtotal	
			Output Tax: 20.00 %	
			Total	

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Annex 2 – Management Information Reporting Template

CONTRACT DETAILS														
Contract Ref	PO#	Product Description	Qty ordered	Qty Serviced	Qty outstanding	Qty Invoiced In Advance Of Servicing	PO end date	Unit Price	Total Line Value	Outstanding Line Value	Total PO Value	Total Outstanding Value	Percent Used	
				0	0	0		£1.00	£0.00	£0.00	£0.00	£0.00	H0IV/OI	
SERVICED														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Delivered	Service Date	Location	Invoice Number	Invoice Date	Invoice Due Date	Invoice Due Date Check	Not Due / Overdue No. of Days	Invoice Paid Yes / No
						£0.00								
						£0.00								
PLANNED SERVICES														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
INVOICED IN ADVANCE SERVICES (IF APPLICABLE)														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
AD HOC CALLOUTS														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty	Date Callout Requested	Date Callout Completed	Location	Summary of Issue				

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