

PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Provision of maintenance for Incucyte Equipment – (Contract ref: ECM_TBC)

This Contract is made between:

The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England of 133-155 Waterloo Road, London, SE1 8UG (the "Authority")

and

Sartorius UK Ltd, company number **01126814** with a registered address Unit A4 Longmead Business Centre, Blenheim Road, Epsom, Surrey, KT19 9QQ (the "Supplier")

The following is agreed:

1. The Contract is made up of the following documents:
 - (a) this Form of Contract for the Provision of maintenance for Incucyte Equipment;
 - (b) Schedule 1: Optional Provisions, if any;
 - (c) Schedule 2: General Terms and Conditions;
 - (d) Schedule 5: Commercial Schedule;
 - (e) Schedule 3: Information Governance Provisions;
 - (f) Schedule 4: Definitions and Interpretations;
 - (g) the order in which all subsequent schedules appear, if any;
 - (h) any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")
2. Subject always to Clause 1.10 of Schedule 4, if there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).
3. The parties agree the following amendments to the PHE Terms and Conditions for Provisions of Goods:

1.	Schedule 2 Clause 9.3.1 amended:	This clause is amended to read as follows: "The payment profile of this contract is yearly. An invoice will be sent upon receipt of the PO for this contract. Payment is due within 30 days of invoice date as per clause 9.5 of Schedule 2."
2.	Schedule 2 Clause 9.7-9.10:	This is not relevant to this contract.
3.	Schedule 2 Clause 12.2 amended:	This clause is amended to read as follows: "Liability under clauses 12.1.1 of this Schedule 2 shall be unlimited. Any other liability of Supplier is subject to the limitation of liability under clause 13 of this Schedule 2."

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4.	Schedule 2 Clause 13.2 amended:	This clause is amended to read as follows: "Subject to Clauses 12.2 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the lesser of: (a) one million GBP (£1,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services."
5.	Schedule 2 Clause 14.7 amended:	This clause is amended to read as follows: "Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of six (6) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist."
5.	Schedule 2 Clause 16.4 amended:	This clause is amended to read as follows: "The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier, who is authorized to service Incucyte-Systems and approved by the manufacturer, during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements."
6.	Schedule 2 Clause 20.4:	This is not relevant to this contract.

4. The Contract will commence on **15th April 2021** (the "Commencement Date") and shall expire **1** year from the Commencement Date.
5. The value of the contract is £12,645 (excl. VAT). The Contractor shall be paid by The Authority on successful delivery.

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Signature:



For and on behalf of the Authority

Name:



Job Title:



Date: 08/06/2021

Signature:



For and on behalf of the Supplier

Sartorius UK Ltd

Name:



Job Title:



Date:

07/06/2021