



## FORM OF CONTRACT

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### **UKHSA\_Science - Provision of Cutting and Encoding service – (Contract ref: C103442)**

This Contract is made between:

The Secretary of State for Health and Social Care as part of the Crown through the **UK Health Security Agency** with offices at Nobel House, 17 Smith Square, London, SW1P 3JR (the "**Authority**")

and

**Micrometric Limited** of Doddington Road, Lincoln, Lincolnshire, LN6 3RX (the "**Supplier**")

The following is agreed:

1. The Contract is made up of the following documents:
  - (a) this Form of Contract
  - (b) Schedule 6: Specification
  - (c) Schedule 1: Optional Provisions, if any;
  - (d) Schedule 2: General Terms and Conditions;
  - (e) Schedule 5: Commercial Schedule;
  - (f) Schedule 3: Information Governance Provisions;
  - (g) Schedule 4: Definitions and Interpretations;
  - (h) the order in which all subsequent schedules appear, if any;
  - (i) 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 Authority requires, and the Supplier shall perform the Services as stated in Table a) in Schedule 5: Commercial Schedule and fully detailed in Schedule 6: Specification.
4. Subject to Schedule 5, the maximum value of the Services that can be ordered under this Contract is **£16,000**(Sixteen thousand) excluding VAT (the "**Contract Price**"). Full details of the Contract Price are contained in Schedule 5 of this Contract. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.



FORM OF CONTRACT

[Redacted]  
[Redacted]  
[Redacted] "Term" [Redacted]

[Redacted]

[Redacted]

## PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

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### Schedule 1

#### Optional Provisions

These optional provisions and Schedules shall only apply to the Contract where they have been checked and any information required is completed.

☐ **1: Implementation Phase**

Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule ***[insert schedule number]***.

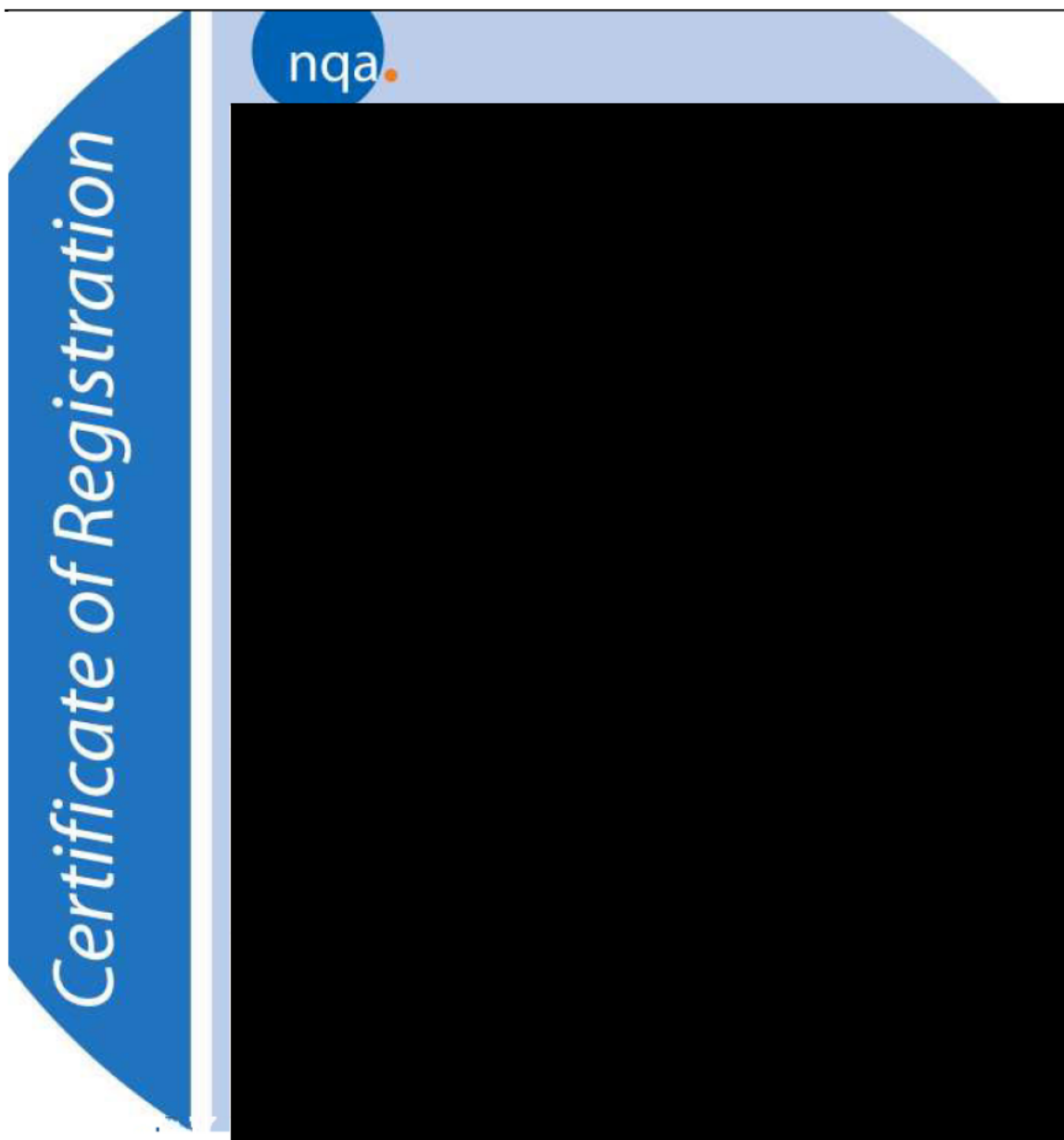
☐ **2: Services Commencement Date (where the Services are to start at a date after the Commencement Date)**

The Services Commencement Date shall be ***[insert date]*** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be ***[insert date]***.

☒ **3: Quality assurance standards**

The following quality assurance standards shall apply, as appropriate, to the provision of the Services:

- NQA Certificate of Registration – Also attached as a separate document. Refer to Annex A.

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The Parties agree that Clauses 5.14 and 5.15 of Schedule 2 shall not apply to this Contract and that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Schedule [insert schedule number] shall apply to such transfer.

☐ **5: Assignment of Intellectual Property Rights in deliverables, materials and output**

- 5.1 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.
- 5.2 Unless specified otherwise in the Specification and Tender Response Document, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as

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part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

### ☐ **6: Supplier as Data Processor**

The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data Processed under this Contract and that of Clause 2.2 of Schedule 3 and the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Contract.

### ☐ **7: Guarantee**

Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Optional Provision shall be an irremediable breach of this Contract.

### ☐ **8: Termination for convenience**

- 8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on [one (1)/three (3)/six (6) months'] written notice. [Such notice shall not be served within [one (1)] year of the Actual Services Commencement Date].
- 8.2 [Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule 5].

### ☐ **9: Right to terminate following a specified number of material breaches**

Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

### ☐ **10: Right to terminate following a specified number of material breaches**

The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

### ☐ **11: Inclusion of a Change Control Process**

Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule [*insert schedule number*].

### ☐ **12: Exit plan**

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Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 12 of Schedule 1 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

☐ **Extra Optional Provisions**

### **Schedule 5:**

#### **Commercial Schedule**



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### Schedule 6:

## SPECIFICATION

### 1.1.1 INTRODUCTION

UK Health Security Agency (UKHSA) provides personal dosimetry services which measure the amount of radiation exposure received by workers. Amongst these services are dosimeters which record neutron or radon exposure, employing PADC (Poly Allyl Diglycol Carbonate, also known as CR-39).

PADC is produced in sheets, which will be supplied directly from UKHSA's contracted manufacturer in equal deliveries every calendar month.

### 1.1.2 CUTTING AND ENCODING SPECIFICATION

1. PADC to be cut and encoded as specified below and despatched to UKHSA by carrier within 10 working days of receipt of the sheets from the manufacturer.
2. Sheets should be handled with care, to avoid scratching; e.g. using cotton gloves. The sheets will be supplied in open polythene bags, to which they should be returned for delivery to UKHSA.
3. Sheet dimensions are:

	Minimum 490 mm x 330 mm
	Maximum 510 mm x 350 mm
Mean thickness:	0.51 mm
4. PADC sheets to be kept in a low-radon environment at all times. (Exposure to radon gas and its decay products can cause unwanted levels of “background” on unexposed dosimeters. [REDACTED])
5. Laser to be used for cutting and encoding: suitably powered and set up CO<sub>2</sub> laser.
6. From each sheet ninety (**90**) detectors are to be cut, in an array centrally located. The short sides of the detector elements are parallel with the short sides of the sheet, and the dimensions of the array should be 9 elements parallel to the short side of the sheet, by 10 elements parallel to the long side. See fig. 1.

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Fig. 1. Cut and encoded PADC sheet in polythene bag

7. Two small bridges of approximate width 0.25 mm should be left between neighbouring elements, on the short sides only.
8. Element dimensions are 39 x 27 mm, with tolerances 0.3 mm, and a single 4 mm chamfered corner at top left. (See figs. 2 & 3.)

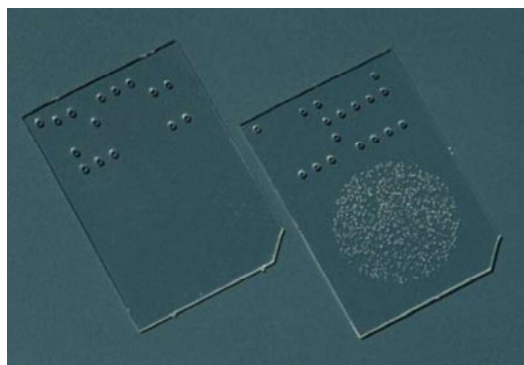


Fig. 2. Example detector elements

9. Cuts between rows and columns of elements to be approximately 0.25 mm to 0.75 mm in width.
10. The encoding consists of laser drilled holes of dimensions  $0.6 \pm 0.1$  mm in an 8 x 4 location matrix (see drawing) plus an additional location hole, to bottom right of array.
11. The location holes should **taper** from  $0.60 \pm 0.10$  mm on front<sup>1</sup> face down to 0.15-0.30 mm on back face<sup>2</sup>.
12. The 8 columns *a-h* are of 2.54 mm spacing and are centrally located. The 4 rows are spaced at 3 mm, the bottom row being 3 mm from the edge of the detector. (All relative locations are from hole centre to hole centre.

<sup>1</sup> Front: as viewed with code array at bottom and chamfered edge at top left.

<sup>2</sup> Back: as viewed with code array at bottom and chamfered edge at top right.



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13. The encoding is of binary form. Col. **a** encodes detector type, a hexadecimal number from 1 to F, using the convention that zero is represented by A(10). Cols. **b-g** each encode a 4 bit binary coded decimal number 0-9.. Col. **h** is an odd parity check: this should ensure that the number of holes in each row is odd. The bottom row is the least significant and represents 1, the second row represents 2, the third row 4 and the top row 8.

14. Example code: A208975

<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f</b>	<b>g</b>	<b>h</b>
○		○	○	○			○
					○	○	○
○	○	○			○		○
				○	○	○	
A	2	0	8	9	7	5	parity check

15. Cols. **b-e** give sheet number; cols **f-g** give position on sheet, 1-90. The example shows a detector from position 75 on sheet 2089 assigned as detector type A. This also could be a number e.g. 2 or 3
16. For each batch, UKHSA will supply type code plus range of sheet numbers; sheet numbers will run sequentially. E.g. a batch of 15 sheets might produce detector numbers A208001-A208090; A208101-A208190; A208201-A208290, through to A209401-A209490.

### 1.1.3 ACCEPTANCE PROCESS

The Authority will accept the goods when the products have been delivered, checked by stakeholders and found to be of the required quality. The Supplier can raise an invoice when the order has been receipted on the Authority's payment system.

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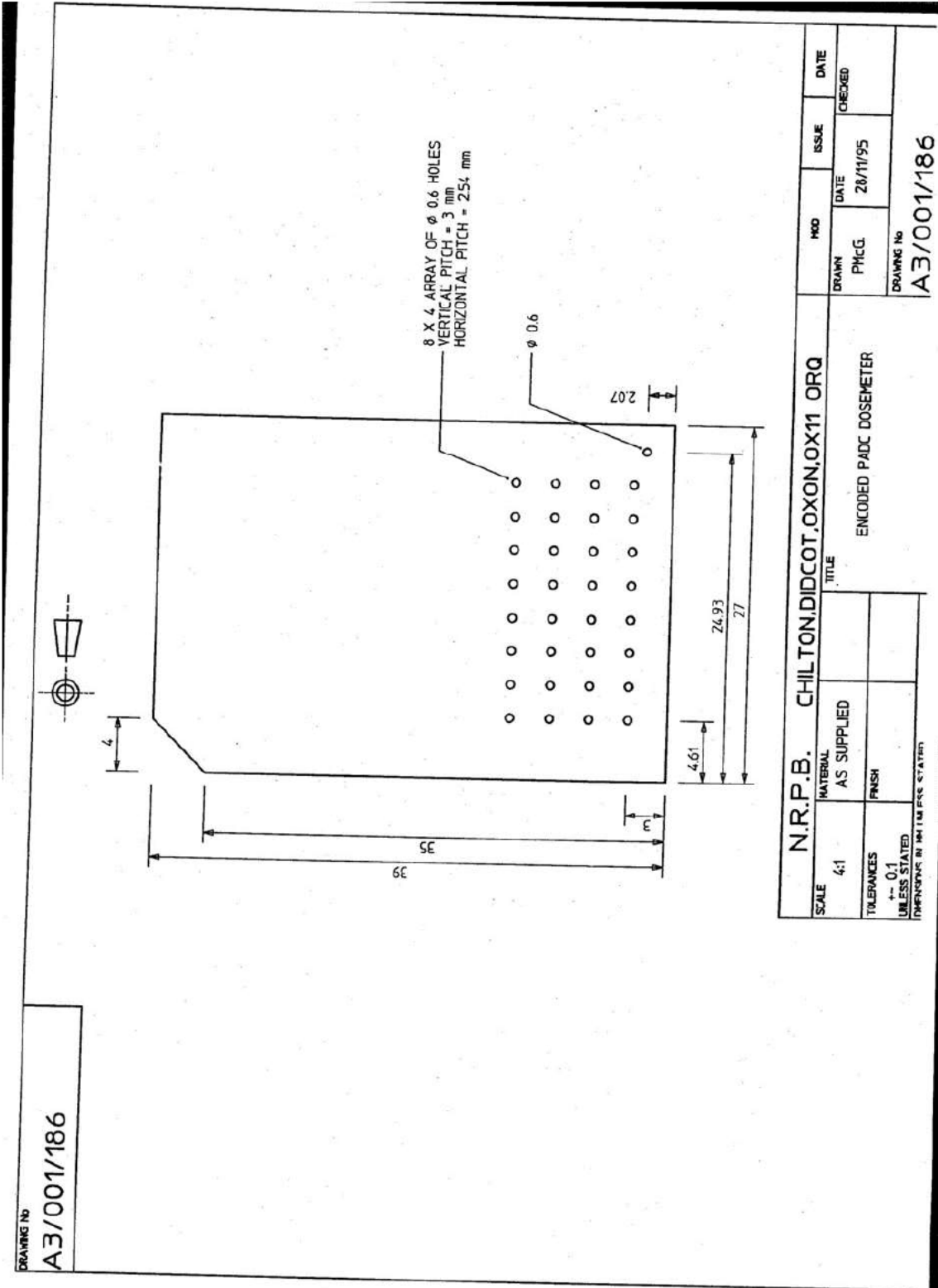


Fig. 3. Drawing of PADc detector element