

**Appendix 1**

**National Microbiology Framework Agreement  
Order Form  
Reference C154470  
ThermoFisher Scientific**

**FROM**

<b>Authority:</b>	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")
<b>Invoice address:</b>	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR E-mail: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: [REDACTED]

**TO**

<b>Supplier:</b>	ThermoFisher Scientific, Company Registration 441506 Stafford House, Boundary Way, Hemel Hempstead, HP2 7GE, UK (the "Supplier")
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: Thermo Fisher Scientific, Stafford House, Boundary Way, Hemel Hempstead, HP2 7G E-mail: [REDACTED]

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	<b>Call-off Terms and Conditions for the Supply of Goods and the Provision of Services</b>	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	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))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	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))
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions	(only applicable if one

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	<p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <p>1. TUPE applies at the commencement of the provision of Services <input type="checkbox"/></p> <p>2. TUPE on exit <input type="checkbox"/></p> <p>3. Different levels and/or types of insurance <input type="checkbox"/></p> <p>4. Induction training for Services <input type="checkbox"/></p> <p>5. Further Authority obligations <input type="checkbox"/></p>	<p><b>or more boxes are checked)</b></p>
	<p>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services <input type="checkbox"/></p> <p>7. Inclusion of a Change Control Process <input type="checkbox"/></p> <p>8. Authority step-in rights <input type="checkbox"/></p> <p>9. Guarantee <input type="checkbox"/></p> <p>10. Termination for convenience <input checked="" type="checkbox"/></p> <p>11. Pre-Acquisition Questionnaire <input type="checkbox"/></p> <p>12. Time of the essence (Goods) <input type="checkbox"/></p> <p>13. Time of the essence (Services) <input type="checkbox"/></p> <p>14. Specific time periods for inspection <input type="checkbox"/></p> <p>15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A <input type="checkbox"/></p> <p>16. Right to terminate following a specified number of material breaches <input type="checkbox"/></p> <p>17. Expert Determination <input checked="" type="checkbox"/></p> <p>18. Consigned Goods <input type="checkbox"/></p> <p>19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises <input type="checkbox"/></p> <p>20. Management Charges and Information <input type="checkbox"/></p> <p>21. COVID-19 related enhanced business continuity provisions <input type="checkbox"/></p> <p>22. Buffer stock requirements <input type="checkbox"/></p>	
	<p>23. Modern slavery <input checked="" type="checkbox"/></p>	

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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: 20<sup>th</sup> of March 2023****(1.2) Services Commencement Date (if applicable): 20<sup>th</sup> of March 2023 (the “Effective Date”)****(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1 Subject to Annex A Order Specific Key Provisions – Clause 2 the maximum value of the Services that can be ordered under this Contract shall be twenty-three thousand, six hundred and thirty pounds and seventy-four pence (£23,630.74) (Excl. VAT) (the “**Contract Price**”).

The Contract Price excludes VAT at the applicable rate in accordance with the Specification.

**(1.4) Term of Contract:**

1.4.1 This Contract shall be deemed to have commenced on the Effective Date and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 19<sup>th</sup> of March 2024 (the “**Term**”)

1.4.2 The Authority may terminate this Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H of the Call-off Terms and Conditions provided the Authority gives the Supplier not less than 90 (ninety) days’ written notice.

**(1.5) Term extension options: N/A****2. SERVICES REQUIREMENTS****(2.1) Description of the Services:**

2.1.1. The Supplier shall perform the Services as set out below (the “**Specification**”) at the Premises and Locations stated in [Appendix 2]:

2.1.2 Support Plan coverage:

UNITY LAB SERVICES ESSENTIAL PLAN

Plan Features:

- 
- Priority status for remote technical support inquiries and diagnostic
- Inquiries received via email or telephone before 12:30pm Monday to Friday to be logged and processed on the same day
- Inquiries received after 12:30pm to be logged and processed by 09:00am the next working day
- Staff labour, travel, and parts required for corrective maintenance visits with a targeted response time of 3 (three) business days

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- A certified service engineer to conduct diagnosis and corrective maintenance procedures using the latest digital remote support tools

One (1) scheduled annual Preventive Maintenance visit including a standard PM kit to be delivered to the site prior to the visit or by the engineer on the day of the visit.

- Instrument Requalification (RQ) in conjunction with a scheduled corrective maintenance with a purchase of an add-on Operational Qualification (OQ)
- Premium subscription to Unity Lab Services Online Knowledge Base
- 10% discount on parts, accessories, and consumables during the effective period of the contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- Computers that were purchased from Thermo Fisher Scientific and required for the operation of the analytical system
- Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local ThermoFisher sales representative or customer service team)
- Any module under 'IC Options' plan where the parent instrument is covered by Unity Essential plan.

#### Coverage Exclusions:

- Background checks, drug-testing, or on-site trainings required by customers may be subject to additional charges
- Applications and method development support
- Computers and/or software not provided and/or installed with the system by Thermo Fisher Scientific
- Computer hardware, operating system, and layered application software upgrades
- Computer replacement in order to accommodate an upgrade to a newer version of the operating system
- Instrument control software version upgrades
- External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer
- Operator training
- Complete system replacement
- Buy-in parts and engineering specials
- Consumable items and wearable parts such as (but not limited to) nebulizers, spray chambers, torches, sample cones, sample probes, power tubes, work coils, burner heads, lamps, sample tubing, o-rings, seals, pipettes, glassware, etc.
- Accessories and optional modules, such as (but not limited to) autosamplers (other than OEM-supported models of CETAC/ESI basic liquid autosamplers), chillers manufactured by companies other than Thermo Fisher Scientific, separate vapor accessories, solid sampling systems, auto diluters, auto concentrators, argon humidifiers, detectors,



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furnaces, etc. (unless covered by a separately purchased additional option plan, if available)

2.1.3 The instruments list to be covered is as set in the table below:

Item	Material No	Description	Support plan Type
70	UEP_ELEM-ICP/MS	ICAP QC (1C) Serial Nr: N02902R	UNITY ESSENTIAL PLAN - ELEMENTAL ICP/MS
80	UEP_CHROM_IC	DC MODULE 2X INJECT VALVE (MB), ICS Serial Nr.: 14030052	UNITY ESSENTIAL SUPPORT PLAN Chrom_IC
90	UEP_CHROM_IC	DP ANALYTICAL GRAD/ISO WITH DEGAS, Serial Nr.: 14020401	UNITY ESSENTIAL SUPPORT PLAN Chrom_IC
100	UEP_CHROM_IC	PROD,AS-AP AUTOSAMPLER,TEMP Serial Nr.: 14036858	UNITY ESSENTIAL SUPPORT PLAN Chrom_IC
110	CHROM_IC/DNX_OPS	ICS-5000+ EG ELUENT GENERATOR MODUL Serial Nr.: 14020494	IC OPTIONS
120	CHROM_IC/DNX_OPS	CD CONDUCTIVITY DETECTOR, ANALYT., Serial Nr.: 14036320	IC OPTIONS

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

2.2.1 The Supplier shall deliver the services to the location listed in Appendix 2.

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

2.2.3 All planned Services delivery 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 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;
- 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 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 delivery, installation and any validation work has been carried out to the suppliers specification and has signed the delivery note to confirm acceptance.

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

Name: [REDACTED]

Address: Stafford House, Boundary Way, Hemel Hempstead, HP2 7GE, UK

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Services to 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.

**(2.5) Quality standards:**

The Supplier shall deliver the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(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.

**(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 an annual basis include:

1. List of current equipment (the "Asset Register");
2. Number of service call outs received with reference to associated equipment serial number;
3. Equipment performance reviewed including levels of equipment break down;
4. Review of response time and time to fix rate resolution
5. Details of callouts by location, including root cause analysis; and
6. Repairs carried on-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:**

N/A

**Signature:**

**Signature:**

**For and on behalf of the Authority**

**For and on behalf of the Supplier**

DocuSigned by:  


DocuSigned by:  


Full Name: 

Full Name: 

Job Title/Role:    Commercial Lead

Job Title/Role:    EMEA Contract Sales Manager

Date Signed:    30/3/2023

Date Signed:    30/3/2023

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Delivery and Risk:**

1.1. The Supplier shall deliver the services/goods to the Premises and Locations set out in Appendix 2 of this order form.

1.2. The Supplier will ensure that the provisions of service/goods re made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and 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 The Supplier shall provide a consolidated invoice to the Authority for all Services received and accepted by the Authority..

2.4 The Supplier shall send all invoices for approval and shall 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.

2.5 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 The Supplier shall provide compliant invoices that include 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 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.

2.8 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR  
Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

## **Appendix 1 – Description of the equipment and pricing**

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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		GBP
		Coverage Start: 01.03.2023 Coverage End: 29.02.2024		
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		GBP
		Coverage Start: 01.03.2023 Coverage End: 29.02.2024		
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		GBP
		Coverage Start: 01.03.2023 Coverage End: 29.02.2024		
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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Item	Material No	Description		Net Value
		UNITED KINGDOM		
		Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN Chrom_IC		GBP
		Coverage Start: 01.03.2023    Coverage End: 29.02.2024		
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		GBP
		Coverage Start: 01.03.2023    Coverage End: 29.02.2024		
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		GBP
		Coverage Start: 01.03.2023    Coverage End: 29.02.2024		
			Subtotal	23,630.74 GBP
			Output Tax 20.00 %	GBP
			Total	GBP

## **Appendix 2 – Delivery location**

UK Health Security Agency, Radiation, Chemical and Environmental Hazards Directorate,  
Chilton Harwell Science Park, CHILTON, DIDCOT OX11 0RQ

Delivery contact: [REDACTED]