

National Microbiology Framework Agreement
Order Form
Reference C384369
Don Whitley 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 10 South Colonnade, London, E14 4PU (the “ Authority ”).
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: Business Owner	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W192651

TO:

Supplier:	Don Whitley Scientific Limited, Victoria Works, Victoria Street, Bingley West Yorkshire, BD16 2NH, UK (the “ Supplier ”)
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]

Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Don Whitley Scientific, Victoria Works, Victoria Street, Bingley, West Yorkshire, BD16 2NH, United Kingdom E-mail: [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	<input checked="" type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input 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 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	<input type="checkbox"/>
	2. TUPE on exit	<input type="checkbox"/>
	3. Different levels and/or types of insurance	<input type="checkbox"/>
	4. Induction training for Services	<input type="checkbox"/>
	5. Further Authority obligations	<input type="checkbox"/>
	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 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 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"/>	
	24. 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"/>	

1. CONTRACT DETAILS
<p>(1.1) Commencement Date:</p> <p>The date this order form is signed by both Parties (the Authority and the Supplier).</p>
<p>(1.2) Services Commencement Date (if applicable):</p> <p>N/A</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be sixty-two thousand, four hundred fifty-six pounds and seventy-one pence (£62,456.71) (Excl. VAT) (the “Total Contract Value”). This contract covers the period from date of UKHSA signature to 28th November 2025.</p> <p>1.3.2 The total contract value is the maximum value of goods and services which can be ordered under this Contract.</p> <p>1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on date of UKHSA signature (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 28th November 2025 (the “Term”).</p>
<p>(1.5) Term extension options:</p> <p>Not applicable.</p>

2. GOODS AND SERVICES REQUIREMENTS
<p>(2.1) Description of the Goods and Services:</p> <p>The specification of the Goods (the “Specification”) is as set out in this Clause 2.1.</p> <p>2.1.1 This contract covers the purchase of the following items as per below table.</p>

System Specification	
1x Gram Slide Prep Evo Module (W086-40N)	
1x WASP Modification (TBD)	
	PRICE
Delivery and installation by a DWS Engineer	
	NET
	VAT
TOTAL £	74,948.05

2.1.2 In the event that any of the Goods prove to be defective as a result of the Supplier's faulty design, workmanship, or materials, the Supplier shall, at its own cost, remedy the defect provided that: (a) the Goods have been used in accordance with their intended purpose and in conjunction with any equipment specified or approved by the Supplier; (b) no unauthorised repairs or alterations to the Goods have been made; and (c) the Authority notifies the Supplier in writing of the defect within one (1) month of the date of delivery (or deemed delivery).

2.1.3 Upon valid notification, the Supplier shall, at its option and expense: (a) repair or replace the defective Goods (or the defective part thereof); or (b) promptly refund the price of the defective Goods (or the defective part thereof) to the Authority.

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

2.2.1 The Supplier shall deliver the Goods to the Premises and Locations set out below.

Delivery Address:

[REDACTED]

2.2.2 All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary contacts stated below at least 2 (two) Business Days prior to attendance:

Primary contact:

[REDACTED]

E-mail:

[REDACTED]

Primary contact:

[REDACTED]

E-mail:

[REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contacts:

- Supplier name;
- Authority's purchase order (PO) number.
- Item reference, Supplier's code, description and quantity.
- Any special instructions originally entered for Authority's Order (e.g. project)

2.2.4 The Primary Contacts will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and

<ul style="list-style-type: none"> • Premises and Location address. <p>2.2.5 The Authority may refuse unscheduled delivery of Goods. In such event, the Supplier shall rearrange such delivery utilising the goods delivery process set out in this Clause 2.2.</p>
<p>(2.3) Key personnel of the Supplier to be involved in the Goods:</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
<p>(2.4) Performance standards:</p> <ul style="list-style-type: none"> • The Supplier shall deliver the Goods in accordance with good industry standards and practices. • Timely delivery of the Goods in accordance with Annex A below. • Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5. • Proof of delivery of the Goods to be supplied with invoice.
<p>(2.5) Quality standards:</p> <p>The Goods offered by the Supplier under this Agreement must adhere to all applicable quality standards, regulatory requirements, and industry certifications at the time of contract commencement and throughout the contract duration. The Supplier warrants that the machines meet all necessary safety, performance, and reliability criteria in accordance with relevant national and international legislation, including but not limited to ISO standards, CE marking (where applicable), and any other regulatory approvals required for clinical laboratory use.</p>
<p>(2.6) Contract monitoring arrangements:</p> <p>Not applicable</p>
<p>(2.7) Management information and meetings:</p> <p>Not applicable</p>

<p>3. CONFIDENTIAL INFORMATION (if applicable)</p>
<p>(3.1) The following information shall be deemed Confidential Information:</p> <ul style="list-style-type: none"> • 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 <p>(3.2) Duration that the information shall be deemed Confidential Information:</p> <p>For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.</p>

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

N/A

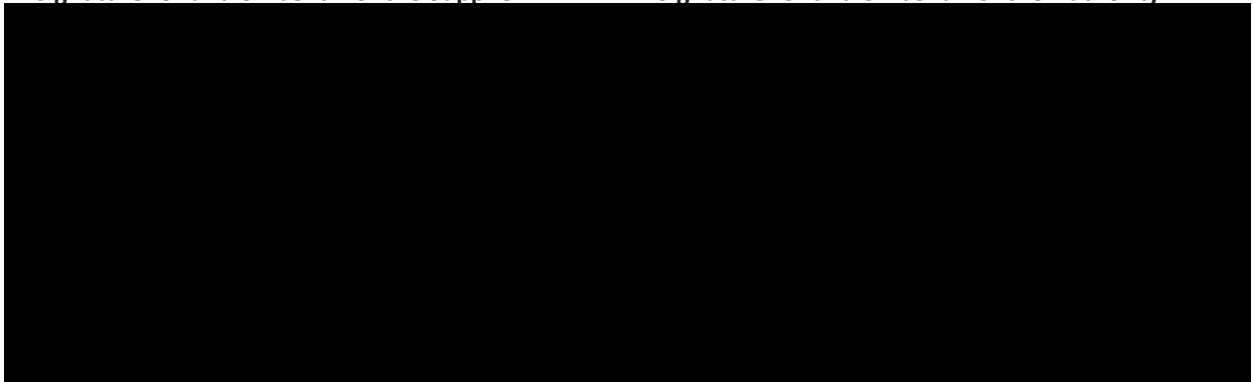
5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

N/A

Signature for and on behalf of the Supplier:

Signature for and on behalf of the Authority:



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the goods to the locations set out in the Purchase Orders received.
- 1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, and B 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 On completion of the countersigning of the Contract, the Authority will, as soon as operationally possible, send unique purchase orders ("the **PO**") quoting the PO number. The Supplier must be in receipt of a valid PO number before submitting any invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.
- 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, 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 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]