

Appendix 1

**National Microbiology Framework Agreement
Hologic Ltd
Order Form – C392134**

FROM

Authority:	UK Health Security Agency ("the Authority ")
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom E-mail: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C392134

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

TO

Supplier:	Hologic Ltd (the “ Supplier ”) Heron House Oaks Business Park Crewe Road Wythenshawe Manchester M23 9HZ Company Number: 02722343
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Registered Address: Heron House Oaks Business Park Crewe Road Wythenshawe Manchester M23 9HZ

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 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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(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"/>											

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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 checked="" 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
<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>Not applicable.</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The maximum value of the Goods that can be ordered under this Contract shall be forty-four thousand, five hundred and eighty-six pounds and ninety pence (£44,586.90) only (the “Contract Price”).</p> <p>1.3.2. The Contract Price excludes VAT at the applicable rate.</p> <p>1.3.3. Only purchase orders placed directly by the Authority are binding under this Contract (“PO”).</p> <p>1.3.4. The Goods which are able to be purchased under this contract are contained within Appendix 1 – Equipment and Price Breakdown (ex VAT).</p> <p>1.3.5. Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6. POs issued by the Authority in respect of this Contract do not form part of this Contract.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “Commencement Date”) and shall, unless terminated earlier in accordance with its terms, expire on 31st March 2026 (the “Term”).</p> <p>1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to Clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier no less than 3 (three) months written notice.</p>
<p>(1.5) Term extension options:</p> <p>Not applicable.</p>

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

- 2.1.1. The Supplier shall provide and deliver to the Authority one Panther Link system and associated items (the “**Goods**”) as listed in Appendix 1 – Equipment and Pricing (ex VAT).
- 2.1.2. The total standard warranty period shall be 12 (twelve) months from the date of delivery.
- 2.1.3. The Goods shall be delivered by 31st March 2026.

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

- 2.2.1. The Supplier shall deliver the Goods to the site detailed in Table 1 – Premises and Locations (“**Premises and Locations**”) or such other location as the Authority reasonably specifies from time to time.

Table 1 – Premises and Locations

Site	Address	Delivery Contact	Email and Contact Number
UKHSA Bristol	Severn Pathology CL2 laboratory – Pathology sciences Phase 1 building North Bristol NHS Trust BS10 5NB		

- 2.2.2. All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact stated in Table 1 (the “**Delivery Contact**”) at least 2 (two) Business Days prior to attendance.

- 2.2.3. The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's PO Number;
- Item reference, Supplier's part code, description and quantity; and
- Any special instructions originally entered on the Authority's PO.

- 2.2.4. The Delivery Contact will confirm:

- Booking reference number;

- b. Date and time of delivery of Goods (where applicable); and
- c. Delivery address.

2.2.5. Delivery of the Goods shall be considered to have occurred when the Delivery Contact (or other authorised representative of the Authority) at the Authority's nominated Premises and Location has signed the Supplier's delivery note confirming receipt.

2.2.6. The Supplier shall carry out deliveries within the ordinary working hours of a Business Day at the Premises and Location on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact as stated in Annex A – Order Specific Key Provisions, Clause 1.3.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance Standards/Key Performance Indicators:

2.4.1. The Supplier shall ensure the Goods conform and perform to the Specification as shown in Appendix 2 – Specification.

2.4.2. Timely delivery of the Goods in accordance with Section 2.7 below.

2.4.3. Proof of delivery of the Goods to be supplied.

(2.5) Quality standards:

2.5.1. If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

2.5.3. Return Conditions:

2.5.3.1. For Rejected Goods:

- a. The Supplier is responsible for collecting the Rejected Goods.
- b. The Supplier is responsible for the costs of returning/collecting the Rejected Goods.

2.5.3.2 Return Conditions shall be in accordance with Schedule 2 - Clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions.

(2.6) Contract monitoring arrangements:

2.6.1. The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the ordering process.

(2.7) Management information and meetings:

2.7.1. At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide any management information to the Authority as the Authority may reasonably request from time to time.

2.7.2. Examples of management information that can be requested, but not limited to, are:

- Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.
- Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered).
- Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

3. CONFIDENTIAL INFORMATION (if applicable)

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

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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:

Not Applicable.

5. LEASE / LICENSE (if applicable)

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

Not Applicable.

For and on behalf of the Authority

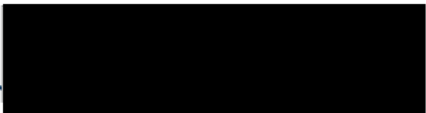
DocuSigned by:


Full Name: 

Job Title/Role: 

Date Signed: 27th October 2025

For and on behalf of the Supplier

DocuSigned by:


Full Name: 

Job Title/Role: 

Date Signed: 24.10.2025

Annex A

Order Specific Key Provisions

1. 1. Ordering Procedure

- 1.1 The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.
- 1.2 The Parties agree that where the Authority issues a Purchase Order whereby the delivery date required is at least 5 (five) Business Days after the date of the PO then Supplier shall fulfil such PO in its entirety. The period of one (1) week is adequate notice.
- 1.3 Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part shipment is possible. The Delivery Contact, in its sole discretion, shall agree any part shipment.
- 1.4 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.
- 1.5 The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the

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Authority.

- 2.3. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 2.4. The Supplier shall provide compliant invoices that include, 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.
- 2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].
- 2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

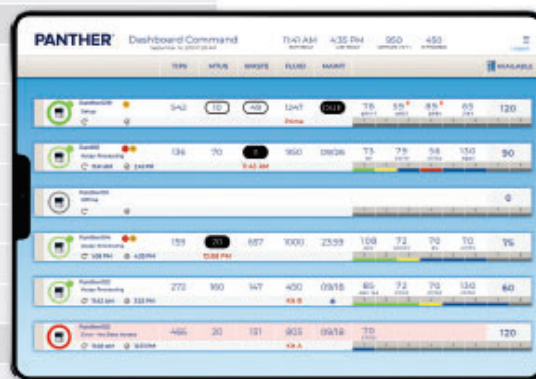
Appendix 1- Equipment and Pricing (ex VAT)

Product Code	Item	Quantity	Price (£)
PRD-06119	Panther Link Upgrade – Command Dashboard Unit	1	£ [REDACTED]

Appendix 2 – Specification

PANTHER® LINK

Specifications	
Dashboard server	
Processor	Intel Core i5-6500TE (Skylake) 2.3 GHz processor
Memory	16 GB SO-DIMM DDR4 2133
Primary storage	1 TB 2.5" SSD
Network	Dual 1 GB ethernet
Security	AppArmor
Operating system	Ubuntu 18.04 LTS
Dimensions	19.6 cm W x 5.7 cm D x 26.9 cm H
Dashboard client PC	
Processor	Intel Braswell Celeron N3160
Memory	4 GB SO-DIMM DDR3L 1600
Primary storage	32 GB mSATA SSD
Network	1 GB ethernet
Operating system	Porteus Kiosk 4.8.0
Dimensions	11.7 cm W x 3.7 cm D x 11.2 cm H
Mounting brackets	Wall mount
Dashboard command display	
Browsers supported	Chrome or mobile Safari (iPad only)
Max. concurrent web clients	50
Resolution	4K (3840 x 2160)
Model/dimensions	QM49R Samsung 49" or QM55R Samsung 55" or QM65R Samsung 65" or Dell P2415Q 23.8" 4K UHD and options to access through an iPad (iOS 12 or later/2018 iPad or newer)
Firewall	
Model	Cisco ASA 5506-X
Dimensions	20 cm W x 4.4 cm D x 23.4 cm H
Memory	4 GB
Primary storage	50 GB mSata SSD



Access instrument status and messages from an iPad.



Monitor instrument information and results from an office computer.