

Appendix 1

**National Microbiology Framework Agreement
Order Form
Reference C300798
Thermo Fisher Scientific**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	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):	C300798

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

TO

Supplier:	Thermo Fisher Scientific
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact:	Email: [REDACTED]
Account Manager:	Name: [REDACTED] Email: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: [REDACTED]

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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 checked="" 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 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"/>	
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
(1.1) Commencement Date: Once both parties sign this agreement.
(1.2) Services Commencement Date (if applicable): 5 th September 2024
(1.3) Contract Price ((i) breakdown and (ii) payment profile): Subject to Annex A Quotation – the total cost of the service that can be ordered under this contract shall be (£10,846.00) (excl. VAT).
(1.4) Term of Contract: This contract shall be deemed to have commenced once both parties have signed this agreement and end on the
(1.5) Term extension options: Up to 24 months The Contract may be extended for up to 24 months upon mutual agreement between the Authority and the Supplier. Notification of such extension will be advised by the Authority providing the Supplier with written notice no less than four (4) weeks prior to the date on which this Contract would otherwise have expired. All other terms and conditions of the Contract shall apply throughout any such extended period.

2. GOODS AND/OR SERVICES REQUIREMENTS
(2.1) Description of the Goods / Services: The supplier shall provide the support plan as set out in Annex A (Quotation).
(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided: The supplier shall perform this support plant contract to the following UKHSA locations, UK HEALTH SECURITY AGENCY Harwell Science Park Chilton DIDCOT Oxfordshire UNITED KINGDOM

<p>(2.3) Key personnel of the Supplier to be involved in the Goods / Services:</p> <p>Name: [REDACTED] Email: [REDACTED]</p>
<p>(2.4) Performance standards:</p> <ul style="list-style-type: none"> - The supplier shall deliver the support plan according to the Quotation (Annex A) and good industry standards.
<p>(2.5) Quality standards:</p> <p>The Supplier shall deliver the support plan to the level of the Supplier's specifications as sold by the Supplier to the Authority.</p>
<p>(2.6) Contract monitoring arrangements:</p> <p>The supplier will be monitored through regular meetings (quarterly) to ensure the deliverables will be met as set out in the contract. The key performance indicators as outlined in their own Essential services plan according to the quotation (Annex A).</p>
<p>(2.7) Management information and meetings:</p> <p>N/A</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>N/A</p>

<p>4. DATA PROCESSING (if applicable)</p>
<p>(4.1) Personal Data to be processed by the Supplier: N/A In accordance with the Data Protection Protocol.</p>

<p>5. LEASE / LICENSE (if applicable)</p>
<p>(5.1) The Authority is granting the following lease or licence to the Supplier:</p>

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N/A

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
<div>Signé par : </div>	
Full Name: 	Full Name: 
Job Title/Role: 	Job Title/Role: 
Date Signed: 8/30/2024	Date Signed: 02 Sept 2024

Annex A – Quotation

Description of the equipment and pricing.

The Quotation from Thermo Fisher Scientific includes the purchase of:

Thermo Fisher Scientific				
Stafford House HP2 7GE Hemel Hempstead United Kingdom				
Quotation No	Creation Date	Reference Number		
22143828	17.04.2024			
Customer No.	Terms of Payment	Quotation Exp		
1687247	NET 30 DAYS UPON INVOICE DATE	31.08.2024		

Item	Material No	Description		Net Value
30	UEP_CHROM_GC	TRIPLUS RSH BASE LIQUID + HS CONFIG Serial Nr.: 433051 Equipment Location: PHE CRCEH: CHILTON Harwell Science Park DIDCOT Oxfordshire OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN-CHROM-GC Coverage Start: 05.09.2024 Coverage End: 04.09.2025 Net Value for Item:		
40	UEP_CHROM_GC	ISQ MASS SPECTROMETER EI LT LARGE T Serial Nr.: ISQ1710563 Equipment Location: PHE CRCEH: CHILTON - Harwell Science Park - DIDCOT OX11 0RQ UNITED KINGDOM Support Plan Type: UNITY ESSENTIAL SUPPORT PLAN-CHROM-GC Coverage Start: 05.09.2024 Coverage End: 04.09.2025 Net Value for Item:		
			Subtotal Discount Sub Total Output Tax Total	

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Support Plan coverage:

UNITY LAB SERVICES ESSENTIAL PLAN ~ GC/GCMS

Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual Preventive Maintenance visit (a standard PM kit is included)
- ~ Discount on additional Preventive Maintenance
- ~ 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 Thermo Fisher sales representative or customer service team)

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
- ~ Radioactive sources and other assemblies
- ~ Consumable items and wearable parts such as (but not limited to) bottles, calibration materials, solvents, vials, caps, septa, columns, ferrules, filters, frits, injection port liners, gaskets, septa, lamps, filaments, photomultipliers, reaction tubes, source parts, mobile phases, DEP emitters, electron multipliers, ion gauges, ion volumes, pump oil, gases, data media, etc.
- ~ Accessories and optional modules, such as (but not limited to) autosamplers, second detector or injector, ion gauges, controllers, probes, etc. (unless covered by a separately purchased option plan, if available)