



FORM OF CONTRACT

PHE_Provision of a Combined IgG/IgM Elisa Kits (**Contract ref: itt_4608**)

This Contract is made between:

The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England of 133-155 Waterloo Road, London, SE1 8UG (the "Authority")

and

Cambridge Life Sciences company number **04897864** of 14 St Thomas' Place, Ely Cambridgeshire CB7 4EX (the "Supplier")

The following is agreed:

1. The Contract is made up of the following documents:
 - (a) this Form of Contract is for the Provision of a Combined IgG/IgM Elisa Kits.
 - (b) the Specification (but only in respect of the Authority's requirements, including any clarifications of the requirements agreed by the Authority as part of the tender process);
 - (c) Schedule 1: Optional Provisions;
 - (d) Schedule 2: General Terms and Conditions;
 - (e) Schedule 7: 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 contract is up to the value of £400,000. The Contractor shall be paid by The Authority on successful delivery.
4. The Contract will commence on the date the final signature of the parties is added below and the Term of this Contract shall expire **one (1)** year from that date.



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5. The Term may be extended 3x12months in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than **four (4)** years in total.

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: Installation and Commissioning Services

The Supplier shall provide the Installation and Commissioning Services in accordance with the terms set out in Schedule 5.

2: Maintenance Services

The Supplier shall provide the Maintenance Services in accordance with the terms set out in Schedule 6.

3: Time of the essence

Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4(i) of Schedule 2.

4: Quality assurance standards

The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: [insert standards].

5: 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 paragraph 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.

6: 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.

7: Purchase Orders

The Authority shall issue a Purchase Order to the Supplier in respect of any Goods 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 Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

8: Termination for convenience

8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on six (6) months' written notice. Such notice shall not be served within one (1) year of the 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 7.

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.

Extra Optional Provisions

Schedule 7

Commercial Schedule

Notes on Pricing:

- The prices are exclusive of VAT
- Unless stated otherwise all prices must be inclusive of delivery (to point of use) and all packaging (note 2.1.1).
- The prices must remain fixed until the termination of the Contract, unless otherwise agreed by Authority and Service Provider. Any change must be in line with Consumer Price Index (CPI). Should CPI increase to 3% or above: the following formula for price change will be used to determine the price: state CPI - 1.5% (Note 2.1.3).
- PHE cannot agree to any volume commitments (Note 2.2.1).
- New Products which are in scope of the tender can be added during the lifetime of the Contract subject to agreement between the Parties.

Product code	Product Name	Unit of Measure	Pack Size in units	Price per Pack
3Z9661	ZEUS ELISA Borrelia VlsE1/pepC10 IgG/IgM Test System	1	111	■

Price schedule below if the quantity passes the estimated **111** units: -

Units **112-167** will be **■**

Units **168-222** will be **■**

Units **223-267** will be **■**

Termination Sum (clause 8.1 and 8.2 of Schedule 1)

150 x price per pack ruling at the Termination Notice date less the value of any written commitment to purchase kits during the 6 months' notice period.

PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

For and on behalf of the Authority

Name:


Nilesh Pattani

Job Title:

Head of Scientific Supply Chain & Procurement

Date:

19th March 2021

For and on behalf of the Supplier

Name: Peter Blake

Job Title: Director

Date: 19th March 2021