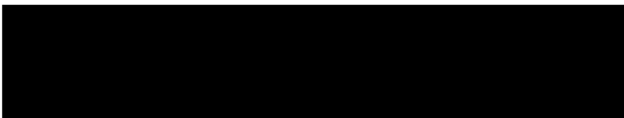


Appendix 1**National Microbiology Framework Agreement
Order Form – C288385****FROM**

| | |
|---|---|
| Authority: | UK Health Security Agency |
| Invoice address: | <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address: Accounts Payable UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p> |
| Contract Manager: | [REDACTED] |
| Secondary Contact: eg. business operational contact, project manager | [REDACTED] |
| Procurement lead | [REDACTED] |
| Name and address for notices: | <p>[REDACTED]</p> <p>Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU</p> |
| Internal reference (if applicable): | <p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: C288385</p> |

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

TO

| | |
|--------------------------------------|--|
| Supplier: | Don Whitley Scientific Ltd. Company Number: 01342672 |
| | Registered Address: Victoria Works Victoria Street Bingley West Yorkshire England BD16 2NH |
| Contract Manager: |  |
| Secondary Contact: |  |
| Account Manager: |  |
| Name and address for notices: |  Address: Victoria Works Victoria Street Bingley West Yorkshire England BD16 2NH |

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 | 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 | |
| | 2. TUPE on exit | |
| | 3. Different levels and/or types of insurance | |
| | 4. Induction training for Services | |
| | 5. Further Authority obligations | |

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

| | | | |
|---|---|---|--|
| | 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 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 type="checkbox"/> (only applicable if this box is checked) | |

1. CONTRACT DETAILS

(1.1) Commencement Date: The Contract shall commence on the date of signature by the Authority.

(1.2) Services Commencement Date (if applicable): 01/06/2024

(1.3) Contract Price ((i) breakdown and (ii) payment profile):

1.3.1 The maximum value of the services as stated in clause 2 of this Order Form ("**the Services**") that can be ordered under this Contract £142,955.75 (one hundred and forty-two thousand, nine hundred and fifty-five pounds and seventy-five pence) only (excluding VAT). (**the "Contract Price"**). Full details of the Contract Price is contained in Table 1 - Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

Table 1 – Contract Price Breakdown

| Quotation for a 12 Month Maintenance Contract 01/06/24-31/05/25 | | | | |
|---|--|-----|---------------|--|
| Code No. | Equipment | Qty | Serial No. | |
| L00026 | WASP (Walk-Away Specimen Processor) | 1 | N/A | |
| L00020 | Whitley A95 Workstation – Fully Comprehensive | 1 | TGA950916020 | |
| L00050 | Single Point Calibration on Workstation with certification included. (This will be carried out in conjunction with a service) | 1 | As Above | |
| | | | TOTAL | |
| | | | VAT | |
| | | | TOTAL PAYABLE | |

(1.4) Term of Contract:

- 1.4.1. This Contract shall commence on the Services Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 31 May 2025 (the “Term”).
- 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 not less than 3 (three) months written notice.

(1.5) Term extension options:

Not applicable

2. SERVICES REQUIREMENTS

2.1) Description of the Services:

2.2.1. The Supplier shall provide the following Services for the equipment contained within Table 1 – Contract Price Breakdown in clause 1.3 above:

2.2.2. WASP System:

2.1.2.1. The Supplier shall:

- a) Provide 2 (two) scheduled preventative maintenance visits during the 12 (twelve) month period of this Contract. Dates to be confirmed between the Parties.
- b) Replace all routine service parts
- c) Provide emergency repairs with high priority response during Business Day hours (9am-5pm).
- d) Provide remote, email and phone support, as required.
- e) Labour and engineer's travel expenses shall be included in the Contract Price. Parts shall be charged for separately,
- f) Provide a Priority Service Line during Business Day hours (9am-5pm).
- g) Provide weekend on call technical phone support service.

2.1.2.2. The Supplier shall perform the following requirements for the Fully Comprehensive Contract:

- a) Provide 2 (two) scheduled preventative maintenance visits during the 12 (twelve) month period of this Contract. Dates to be confirmed between the Parties.
- b) Replace all routine service parts
- c) Provide cleaning and setting of mechanical devices.
- d) Provide software updates, where applicable.
- e) Provide cleaning and setting of the electrical and electronic devices.
- f) Provide testing.

- g) Provide unlimited breakdown visits, including 100% discount on labour and parts.
- h) Engineer's travel expenses shall be included in the Contract Price.
- i) Provide free loan equipment, where required, if equipment needs to be returned to the factory.
- j) Provide a priority service line.
- k) Provide weekend on call technical phone support service.

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

2.2.1. The Supplier shall perform the Services at:

UKHSA Manchester, Manchester Royal Infirmary,
Oxford Road,
Manchester,
Greater Manchester
M13 9WL

("Premises and Location") or such other location as advised by the Authority from time to time.

2.2.2. The Authority may at any time move instruments between laboratory sites, remove, substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority the Supplier shall immediately suspend all costs related to, or arising from, such instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.

2.2.3. The Authority may, at any time by giving 1 (one) months' notice to the Supplier add or remove instruments and add or remove locations to the scope of this contract and the charges shall change in proportion to such instrument changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced, as applicable to reflect the amended scope set out in the notice.

2.2.4. All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary contact stated below at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Location:

E-mail: [REDACTED] **(the Primary Contact)**

2.2.5. The Supplier shall provide the following data when notifying the Primary Contact:

- a Supplier name;
- b Authority's purchase order ("**PO**") number.

2.2.6. The Primary Contact will confirm:

- a) Booking reference number;
- b) Date and time of Supplier attending the relevant Premises and Locations; and
- c) Premises and Locations address where the Services shall be performed.
- d) Any relevant policies, site guidelines/instructions in advance of the Supplier attending site

2.2.7. The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.8. The Authority reserves the right to immediately remove from the Authority's site any Personnel who do not conform to the reasonable instructions, policies, rules and regulations of the Customer.

(2.3) Key personnel of the Supplier to be involved in the Services:**(2.4) Performance standards:**

- 2.4.1 The Supplier shall deliver the Services to good industry standards.
- 2.4.2 Timely delivery of the Services in accordance with section 2.6 below.
- 2.4.3 Quality of Services i.e., Services performed in accordance with the Specification as stated in section 2.1 & 2.5.

(2.5) Quality standards:

- 2.5.1 The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

- 2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet biannually (or such other frequency as reasonably requested 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 Contract management meetings will be set up to monitor the following:

- a Delivery of the KPIs covering on time and in full
- b Issues – including quality and performance
- c Invoicing
- d Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
- e Issues that may have arisen (where relevant) following PM necessitating reperformance of the required Services.
- f Any other relevant business related to the scope of the Services

2.7.2 At the Authority's request, and 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).

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 Staff.
- 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:

N/A

5. LEASE / LICENSE (if applicable)

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

For and on behalf of the Authority:



Date Signed: 31st May 2024

For and on behalf of the Supplier:



Date Signed: 31/05/2024

Annex A

Order Specific Key Provisions

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 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.

2. Invoicing Terms

- 2.1. Payment terms are net 30 (thirty) days from receipt of a valid invoice.
- 2.2. Following receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.
- 2.4. 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.
- 2.5. All invoices must be sent quoting a valid PO 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, 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. 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.