

**National Microbiology Framework Agreement
Order Form
Reference C320841
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 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:	[REDACTED] [REDACTED]
Secondary Contact: Business Owner	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W156803

TO:

Supplier:	Thermo Fisher Scientific, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF (the "Supplier")
Contract Manager:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Secondary Contact:	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
Account Manager:	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
Name and address for notices:	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[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 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 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"/>	
	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

(1.1) Commencement Date: As per the date of UKHSA signature within this document.

(1.2) Services Commencement Date (if applicable):

N/A

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

1.3.1 The total contract value shall be one million, nine hundred fifty-five thousand, eight hundred eighty-seven pounds and sixty-nine pence (£1,955,887.69) (Excl. VAT) (the **"Total Contract Value"**). This amount represents the maximum anticipated expenditure under this agreement, subject to the terms and conditions herein. This contract covers the period from date of UKHSA signature to 29th November 2029.

1.3.2 The Authority reserves the right, at its sole discretion, to amend this contract to include additional goods and/or services of a similar nature, subject to mutual agreement on the terms.

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.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).

1.3.5 The Purchase Orders issued by the Authority in respect of this agreement do not form part of this agreement.

(1.4) Term of Contract:

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 29th November 2029 (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 no less than 3 (three) months written notice.

(1.5) Term extension options:

N/A

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Description of the Goods and Services:

The specification of the Goods (the **"Specification"**) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase of the following items as per below table.

Product	Amount in each pack/box	NM Framework Prices (per pack/box)
Taqman Fast Virus 1-step MM 10ml (Product number 4444436)	1 x 10ml (2000 reactions)	
TaqMan™ Fast Universal PCR Master Mix (2X), no AmpErase™ UNG (Product 4352042)	2500uL	

MicroAmp™ Fast Optical 96-Well Reaction Plate with Barcode, 0.1 mL (Product 4346906)	20 plates	
TaqMan™ RNase P Instrument Verification Plate, Fast 96-well (for 0.1 mL block) (Product 4351979)	1 plate	
SuperScript™ III Platinum™ One-Step qRT-PCR Kit (Product 11732088)	500uL	
7500 Fast Real-Time PCR Systems Spectral Calibration Kit II (Product 4362201)	1 plate	
MicroAmp™ Optical Adhesive Film (Product 4311971)	100	
TaqMan™ RNase P Control Reagents Kit (Product 4316844)	2000uL = 1000rxns	
Genotyping Master Mix (Product 4371353)	1000uL	

2.1.2 The Authority shall order assays and associated reagents necessary to support its operations on a demand basis. The Supplier acknowledges and agrees that the Authority is not obligated to purchase any specific minimum volume of the Products during the term of this Agreement. Orders shall be placed as needed, and the Supplier shall ensure the availability of the Products to meet the Authority's operational requirements within the agreed timelines and terms. All Products delivered by the Supplier to the Authority must have a minimum of six (6) months shelf life remaining before expiry.

2.1.3 The Authority shall have the sole discretion to add additional products, services, or items to the scope of this Contract during its term, as it deems necessary to meet operational requirements or other needs. The Authority is under no obligation to add such products or services, but if it chooses to do so, it will notify the Supplier in writing.

2.1.4 In the event that additional products or services are added, the Authority, at its sole discretion, may amend the budget to reflect any additional costs or adjustments required for the changes. Any changes to the Contract, including the addition of products, services, or amendments to the budget, shall be formalised through a variation to this Contract, which will be executed in writing and signed by both parties before becoming effective.

2.1.5 The Supplier shall promptly inform the Authority of any supply chain issues that may affect current or future order fulfilment. Additionally, the Supplier must notify the Authority of any delays to individual orders.

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

2.2.1 The Supplier shall deliver the Goods to the Premises and Locations set out in Appendix 1 or such other location as advised by the Authority from time to time.

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

[REDACTED]

[REDACTED]

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

- Supplier name;
- Authority's purchase order (PO) number.
- Item reference, Supplier's code, description and quantity.

2.2.4 The Primary Contact will confirm:

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

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.

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

[REDACTED]

(2.4) Performance standards:

- 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.

(2.5) Quality standards:

The products offered by the Supplier under this Agreement must adhere to all relevant quality standards and regulatory requirements at the time of contract commencement and throughout the contract duration. The Supplier shall ensure that all products comply with applicable legislation, certifications, and industry standards, including but not limited to those governing safety, performance, and reliability.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and Key Personnel of the Supplier may meet Bimonthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified 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 At the Authority's request, 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 Supplier representatives

- 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:

In accordance with the Data Protection Protocol.

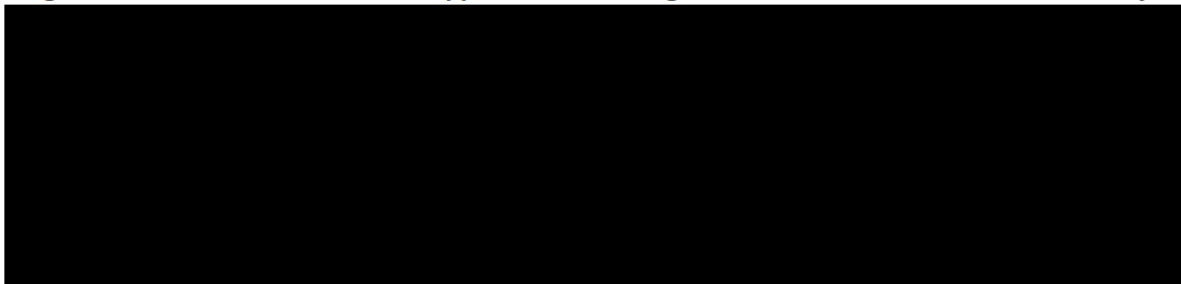
5. LEASE / LICENSE (if applicable)

(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:



Date Signed: 27/11/2024

Date Signed: 02/12/2024

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods to the Premises and location(s) set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of Goods are made in accordance with the terms of this Order Form including Appendix 1 hereto, and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid monthly invoice.
- 2.2 Within 10 Business Days of Contract signature, the Authority will issue one (1) purchase order (“**PO**”) number to cover the initial operational needs.
Additional purchase orders will be raised as required throughout the contract term. These orders will be issued in accordance with the Authority’s operational needs and the terms of the contract.
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 received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority’s designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed) 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 The Supplier shall provide compliant invoices that include 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 the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority’s nominated Delivery Location.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority’s Accounts Payable section by email to: [REDACTED]

Appendix 1

Contact Details

**UK Health Security Agency
Manor Farm Road
Porton Down
Wiltshire
SP4 0JG**

