

Contract Reference	C166099																
Date	21st April 2023																
The Parties	<p>(1) Analytik Jena UK Ltd, Translation & Innovation Hub, Imperial College, White City Campus, 84 Wood Lane, London, W12 0BZ (the “Supplier”); and</p> <p>(2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX (the “Authority”).</p>																
	<p>Whereas:</p> <p>(A) The Parties hereto have entered into the Contract.</p> <p>(B) This Schedule is entered into pursuant to the Contract.</p> <p>It is agreed:</p>																
1. The Contract	<p>The Contract shall comprise the following terms in the following order of precedence:</p> <p>1.1 This Order Form and its appendices.</p> <p>1.2 The terms set out in this Order Form and the conditions set out at Appendix A.</p> <p>1.3 The Specification</p> <p>Any purchase order issued by the Authority in respect of this Agreement does not form part of this Agreement.</p>																
2. Specification of Goods (the “Specification”)	<p>2.1 The goods to be provided by the Supplier to the Authority under this Contract shall be:</p> <table border="1"> <thead> <tr> <th>Catalogue Ref</th><th>Description</th></tr> </thead> <tbody> <tr> <td>OL5015-25-500</td><td>CyBio FeliX Basic Unit; Clean Bench</td></tr> <tr> <td>OL3316-14-850</td><td>CyBio FeliX Head R 96/250 µL</td></tr> <tr> <td>OL3317-14-330</td><td>8-Channel Adapter; Head R 96</td></tr> <tr> <td>OL3317-14-800</td><td>Gripper x 3</td></tr> <tr> <td>30-3003070-00</td><td>Software or Hardware Training LH&A per day</td></tr> <tr> <td>1058-00040</td><td>Standard service packaging and transport</td></tr> <tr> <td>30-3003050-00</td><td>Installation LH&A System</td></tr> </tbody> </table> <p>(the “Specification”)</p>	Catalogue Ref	Description	OL5015-25-500	CyBio FeliX Basic Unit; Clean Bench	OL3316-14-850	CyBio FeliX Head R 96/250 µL	OL3317-14-330	8-Channel Adapter; Head R 96	OL3317-14-800	Gripper x 3	30-3003070-00	Software or Hardware Training LH&A per day	1058-00040	Standard service packaging and transport	30-3003050-00	Installation LH&A System
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3. Contract Period and Termination	<p>Contract Period and Termination</p> <p>3.1 This Contract shall be deemed to have commenced on the date of UKHSA signature of this document (the “Commencement Date”) and shall unless terminated earlier, or extended, in accordance with its terms, expire on 31 July 2023 (the “Term”).</p> <p>3.2 Without prejudice to any other right of termination set out in this</p>																


	<p>Contract, the Authority shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than 90 days’ notice in writing.</p> <p>3.3 Should Contract Termination be activated, The Authority shall pay the Supplier the Fees proportionate to the scope of properly rendered Services provided by the date on which the termination became effective.</p>																										
4. Contract Price	<p>4.1 The maximum value of the Goods that can be ordered under this Contract is One Hundred and Ten Thousand Pounds (£110,000) excluding VAT (the “Contract Price”).</p> <p>4.2 The charge for the Goods shall be per below Table 1.</p> <p>Table 1</p> <table><tr><th>Catalogue Ref</th><th>Description</th><th>Quantity</th><th>Total Cost</th></tr><tr><td>OL5015-25-500</td><td>CyBio FeliX Basic Unit; Clean Bench</td><td>1</td><td rowspan="7"></td></tr><tr><td>OL3316-14-850</td><td>CyBio FeliX Head R 96/250 µL</td><td>1</td></tr><tr><td>OL3317-14-330</td><td>8-Channel Adapter; Head R 96</td><td>1</td></tr><tr><td>OL3317-14-800</td><td>Gripper</td><td>3</td></tr><tr><td>30-3003070-00</td><td>Software or Hardware Training LH&A per day</td><td>1</td></tr><tr><td>1058-00040</td><td>Standard service packaging and transport</td><td>1</td></tr><tr><td>30-3003050-00</td><td>Installation LH&A System</td><td>1</td></tr></table>	Catalogue Ref	Description	Quantity	Total Cost	OL5015-25-500	CyBio FeliX Basic Unit; Clean Bench	1		OL3316-14-850	CyBio FeliX Head R 96/250 µL	1	OL3317-14-330	8-Channel Adapter; Head R 96	1	OL3317-14-800	Gripper	3	30-3003070-00	Software or Hardware Training LH&A per day	1	1058-00040	Standard service packaging and transport	1	30-3003050-00	Installation LH&A System	1
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5. Payment	<p>Invoicing Terms</p> <p>5.1 Following receipt of the Supplier’s countersigned copy of the Contract, the Authority will send a unique purchase order (the “PO”) number.</p> <p>5.2 Payment terms are net 30 days from receipt of a valid invoice.</p> <p>5.3 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.</p> <p>5.4 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.</p> <p>5.5 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.</p>																										

	<p>5.6 In support of Goods and Services delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.</p> <p>5.7 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]</p> <p>5.8 All invoices must be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.</p> <p>5.9 The applicable invoicing process and associated terms are set out in Section 5 of Appendix A.</p>
<p>6. Authorised Representative(s)</p>	<p>The Authority's Contract Manager is:</p> <p>Name: [REDACTED] E-mail: [REDACTED]</p> <p>The Supplier's Contract Manager is:</p> <p>[REDACTED]</p>
<p>7. Address for notices</p>	<p>Authority: UK Health Security Agency</p> <p>[REDACTED] E-mail: [REDACTED]</p> <p>UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX</p> <p>Supplier: Analytik Jena UK Ltd,</p> <p>[REDACTED]</p> <p>Analytik Jena UK Ltd, Translation & Innovation Hub, Imperial College, White City Campus, 84 Wood Lane, London, W12 0BZ</p>
<p>8. Delivery</p>	<p>Delivery</p> <p>8.1 The Supplier shall deliver the Goods to the site listed in Appendix 1.</p> <p>8.2 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:</p>


	<p>8.2.1 Primary delivery contact: <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div></p> <p>8.3 The Supplier shall provide the following data when notifying the Delivery Contact:</p> <ul style="list-style-type: none"> • Supplier name. • Authority's PO number. • Item reference, Supplier's code, description and quantity. <p>8.4 The Delivery Contact will confirm:</p> <ul style="list-style-type: none"> • Booking reference number; • Date and time of service (where applicable); and • Delivery address. <p>8.5 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 location has signed the delivery recording sheet</p> <p>8.6 Goods are to be Delivered Duty Paid.</p>
9. Procedures and Policies	<p>9.1 For the purposes of this Contract the Authority may require the Supplier to ensure that all personnel employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>9.2 The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> <p>9.3 Pricing and individuals' contact details shall be deemed to be 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.</p>
10. Key Performance Indicators	<p>10.1 Quantity of delivery correct against the relevant Order (including deliveries in excess and shortfall of the Order quantity).</p> <p>10.2 Quality of delivery in accordance with the Contract</p> <p>10.3 Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Contract)</p>

	10.4 The Supplier shall provide any management information required in accordance with the Contract as The Authority may request from time to time within seven (7) Business Days of the date of the request.
11 Requirement for Use by Dates	N/A

Signed for and on behalf of the **Supplier:**

DocuSigned by:


Signed for and on behalf of the **Authority:**

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Appendix 1 – Delivery Location and Point of Contact

UKHSA
Manor Farm Road
Porton Down
Salisbury
Wiltshire
SP4 0JG

