Appendix 1

National Microbiology Framework Agreement Order Form

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London SW1P 3HX acting as part of the Crown.
Invoice address:	Post: United Kingdom Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire. SP4 0JG. Email: [redacted]
Contract Manager:	Name: [redacted] Phone: [redacted] E-mail: [redacted]
Secondary Contact: eg. business operational contact, project manager	Name: [redacted] Phone: [redacted] E-mail: [redacted]
Procurement lead	Name: [redacted] Phone: [redacted] E-mail: [redacted]
Name and address for notices:	Name: [redacted] Address: UK Health Security Agency of Nobel House, 17 Smith Square, London SW1P 3HX
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C103820

TO

Supplier:	Microbial Genomics Ltd (Trading as MicrobesNG), Units 1-2 First Floor, The BioHub, Birmingham Research Park, 97 Vincent Drive, Birmingham, B15 2SQ, UK (Company registration number 11649075).
Contract Manager:	Name: [redacted] Phone: [redacted] E-mail: [redacted]
Secondary Contact:	Name: [redacted] E-mail: [redacted]
Account Manager:	Name: [redacted]

	Phone: [redacted] E-mail: [redacted]
Name and address for notices:	Name: [redacted] Address: Units 1-2 First Floor, The BioHub, Birmingham Research Park, 97 Vincent Drive, Birmingham, B15 2SQ, UK.

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	☐ **(only applicable if this box is checked)**
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	☐ **(only applicable if this box is checked)**
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	☐ **(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	☐ **(only applicable if this box is checked)**
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	☐ **(only applicable if this box is checked)**
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	☒ **(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 ☐	

	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	☐	
	7. Inclusion of a Change Control Process	☐	
	8. Authority step-in rights	☐	
	9. Guarantee	☐	
	10. Termination for convenience	☐	
	11. Pre-Acquisition Questionnaire	☐	
	12. Time of the essence (Goods)	☐	
	13. Time of the essence (Services)	☐	
	14. Specific time periods for inspection	☐	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	☐	
	16. Right to terminate following a specified number of material breaches	☐	
	17. Expert Determination	☐	
	18. Consigned Goods	☐	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	☐	
	20. Management Charges and Information	☐	
	21. COVID-19 related enhanced business continuity provisions	☐	
	22. Buffer stock requirements	☐	
	23. Modern slavery	☐	
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.			☐ **(only applicable if this box is checked)**

1. CONTRACT DETAILS

(1.1) Commencement Date: 30 September 2022

(1.2) Services Commencement Date (if applicable): 28 September 2022

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

1.3.1. The total contract value shall be thirteen thousand, six-hundred and one pound and twenty-five pence (£13,601.25) (Excl. VAT) (the "Total Contract Value").

1.3.2. The contract comprises of the following services (the "Services")

Table 1

Description	Quantity	Unit Price	Total Price
3, DNA sequencing on Illumina sequencer using standard Nextera protocols (from Strain) Code: WGS_Strain (Discount Tier 2 applied based on total volume order of 1000 samples)	[redacted]	[redacted]	£13,601.25

1.3.3. Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for the Total Contract Value (the "Purchase Order"). The Purchase Order shall be for the Services specified in Table 1.
1.3.4. For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.
1.3.5. Only orders placed directly by the Authority are binding under this Contract.
1.3.6. Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.
1.3.7. The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

From the Commencement Date until 31 December 2022

(1.5) Term extension options:

Not applicable.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The provision of DNA sequencing on Illumina sequencer using standard Nextera protocols for [redacted] samples.

The Authority shall be responsible for ensuring the DNA Samples are prepared in accordance with the guidance in Annex A.

The Supplier shall ensure the following protocols are followed:

Genomic DNA libraries will be prepared using the Nextera XT Library Prep Kit (Illumina, San Diego, USA) following the manufacturer's protocol with the following modifications: input DNA is increased 2-fold, and PCR elongation time is increased to 45 s. DNA quantification and library preparation will be carried out on a Hamilton Microlab STAR automated liquid handling system (Hamilton Bonaduz AG, Switzerland). Pooledlibraries will be quantified using the Kapa Biosystems Library Quantification Kit for Illumina. Libraries will be sequenced using Illumina sequencers (HiSeq/NovaSeq) using a 250bp paired end protocol.
Reads will be adapter trimmed using Trimmomatic 0.30 with a sliding window quality cutoff of Q15. De novo assembly will be performed on samples using SPAdes version 3.7 and contigs are annotated using Prokka 1.11.

The Supplier shall identify the closest available reference genome using Kraken, and map the reads to this using BWA mem to assess the quality of the data. The Supplier will also perform a de novo assembly of the reads using SPAdes, and map the reads back to the resultant contigs, again using BWA mem to get more quality metrics.

Upon receipt of a suitable reference (to be confirmed by the Authority's business operational contact) the Supplier will predict variants relative to the reference. Variant calling will be performed using VarScan. An automated annotation will be performed using Prokka. All data will be provided via MicrobesNG's online portal. The supplier shall provide the Authority a secure account to access the data. The Authority will retain ownership of the data.

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

The Supplier's laboratory specific areas of the MICROBIAL GENOMICS LTD, Units 1-2 First Floor, The BioHub, Birmingham Research Park, 97 Vincent Drive, Birmingham, B15 2SQ, UK.

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

None

(2.4) Performance standards:

- [redacted]

(2.5) Quality standards:

As set out in the 2.1.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and the Supplier Contract Manager shall meet Monthly or as 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 requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

2.7.2. Key Performance and key performance indicators to be reported by the Supplier include: Indicators (the "KPIs"):

- Sample turnaround time
- Sample void rate
- Compliance to processes including but not limited to delivery schedules and invoicing

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 provisions in:
(ii) Order Form Appendix 2 (Data Protection Protocol).

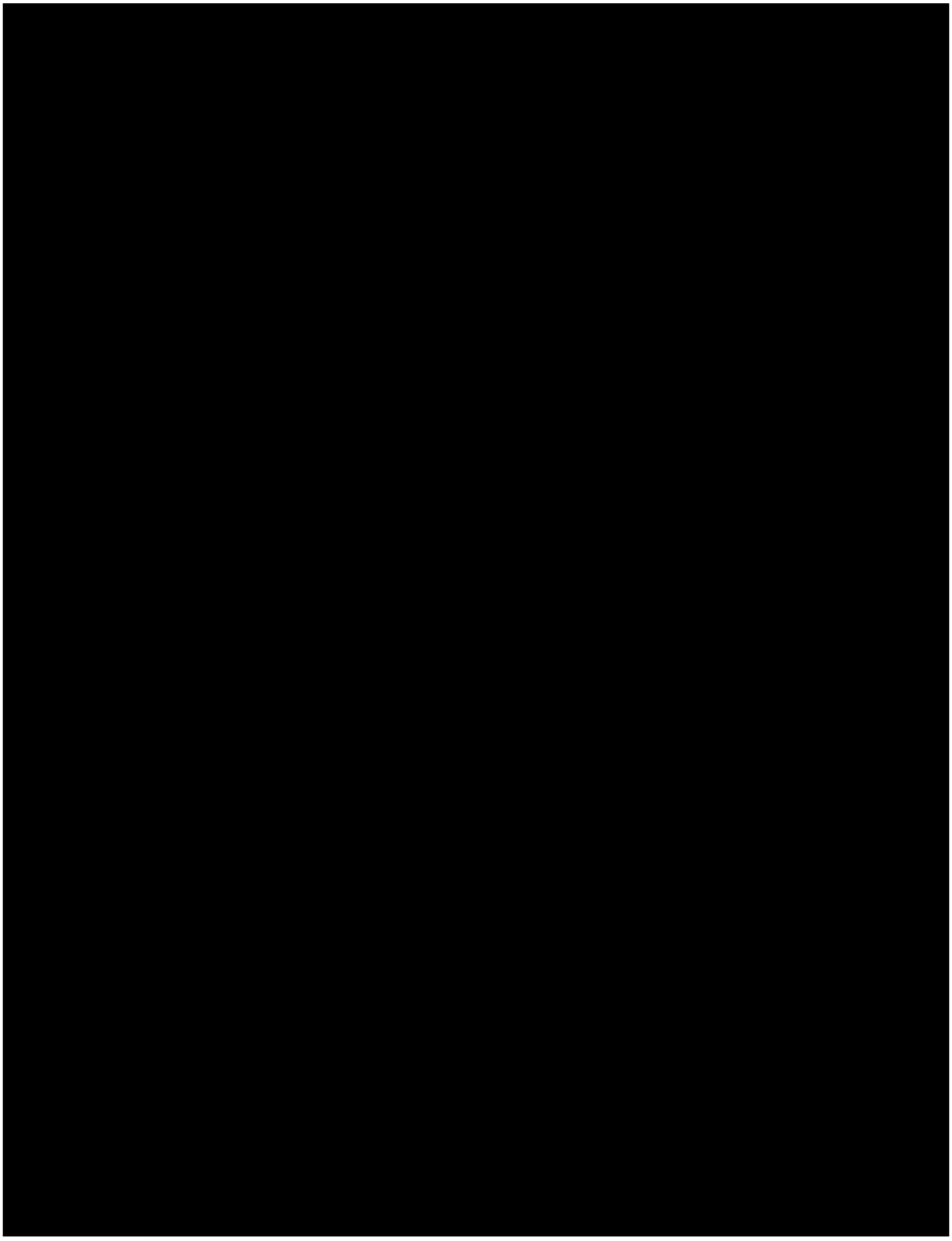
5. LEASE / LICENSE (if applicable)

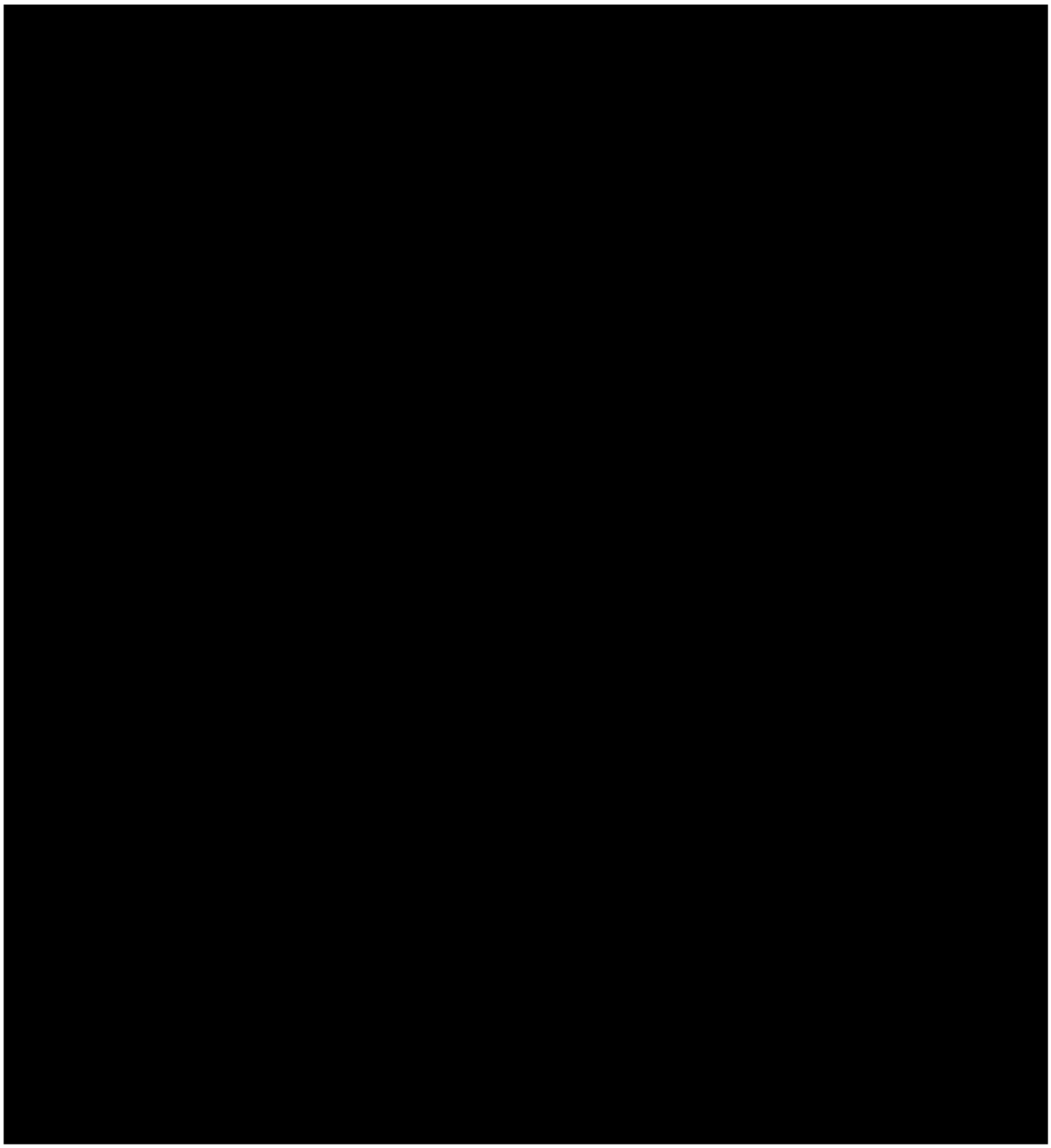
(5.1) The Authority is granting the following lease or licence to the Supplier:

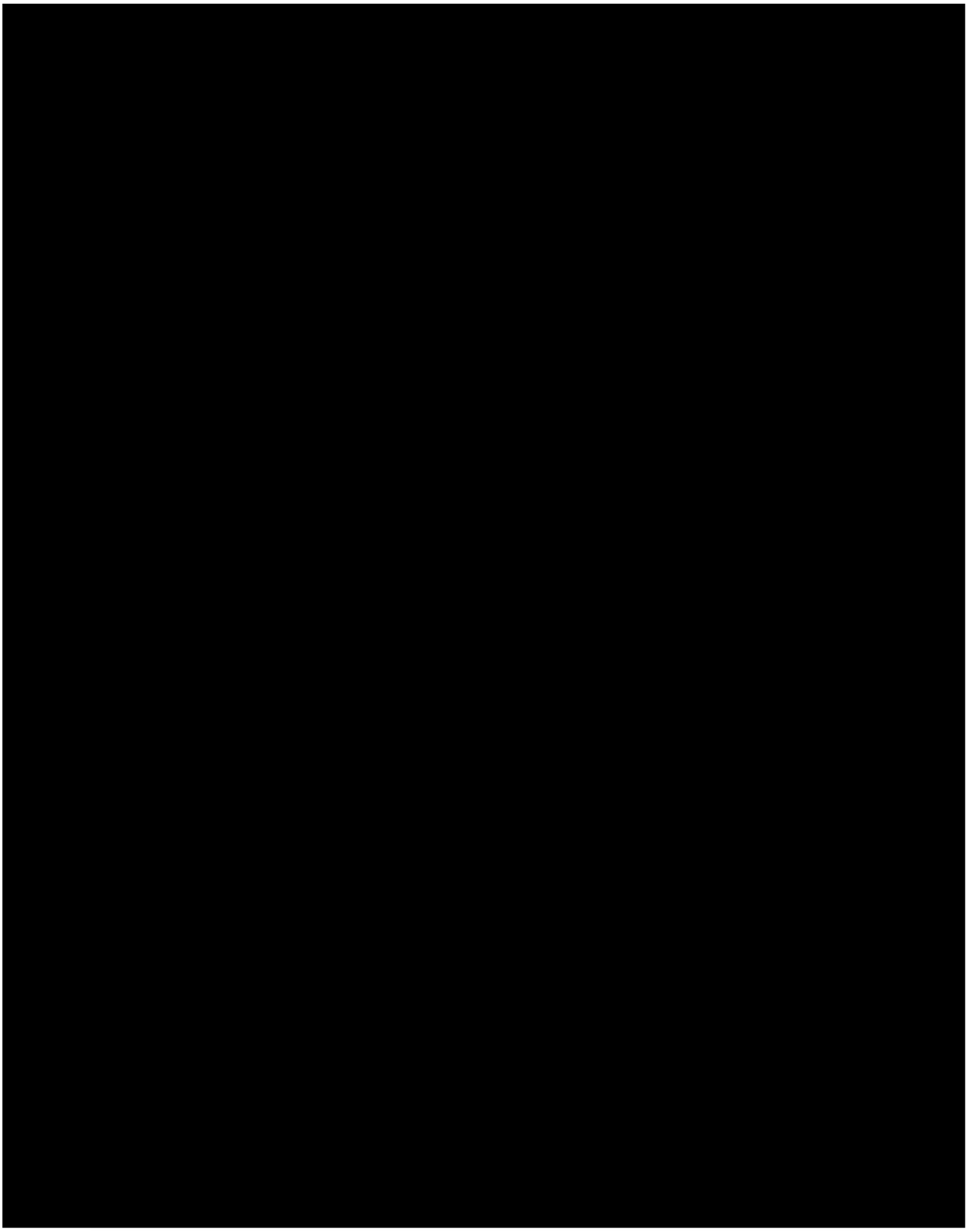
Not applicable

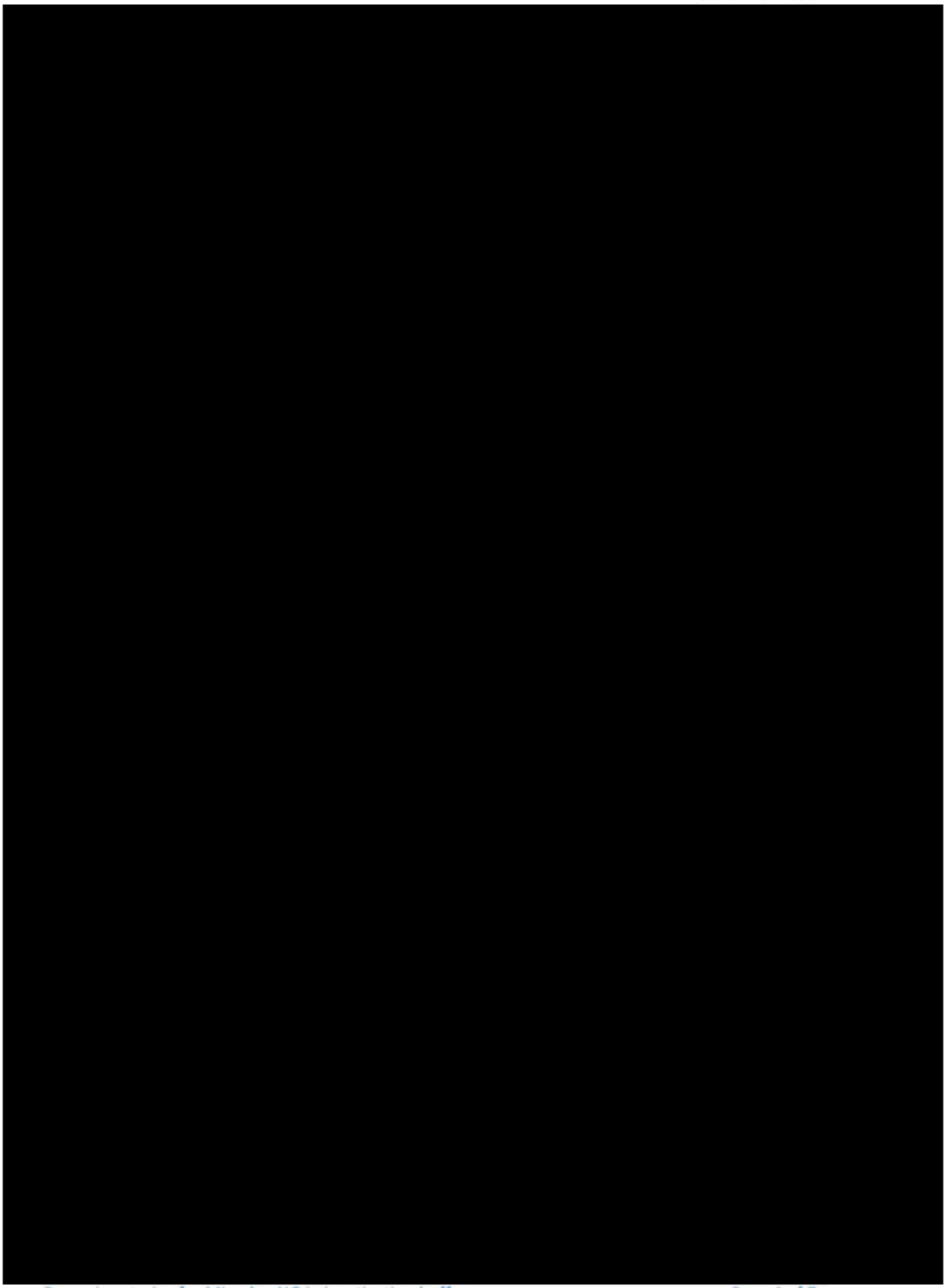
For and on behalf of the Authority	For and on behalf of the Supplier
[redacted]	[redacted]

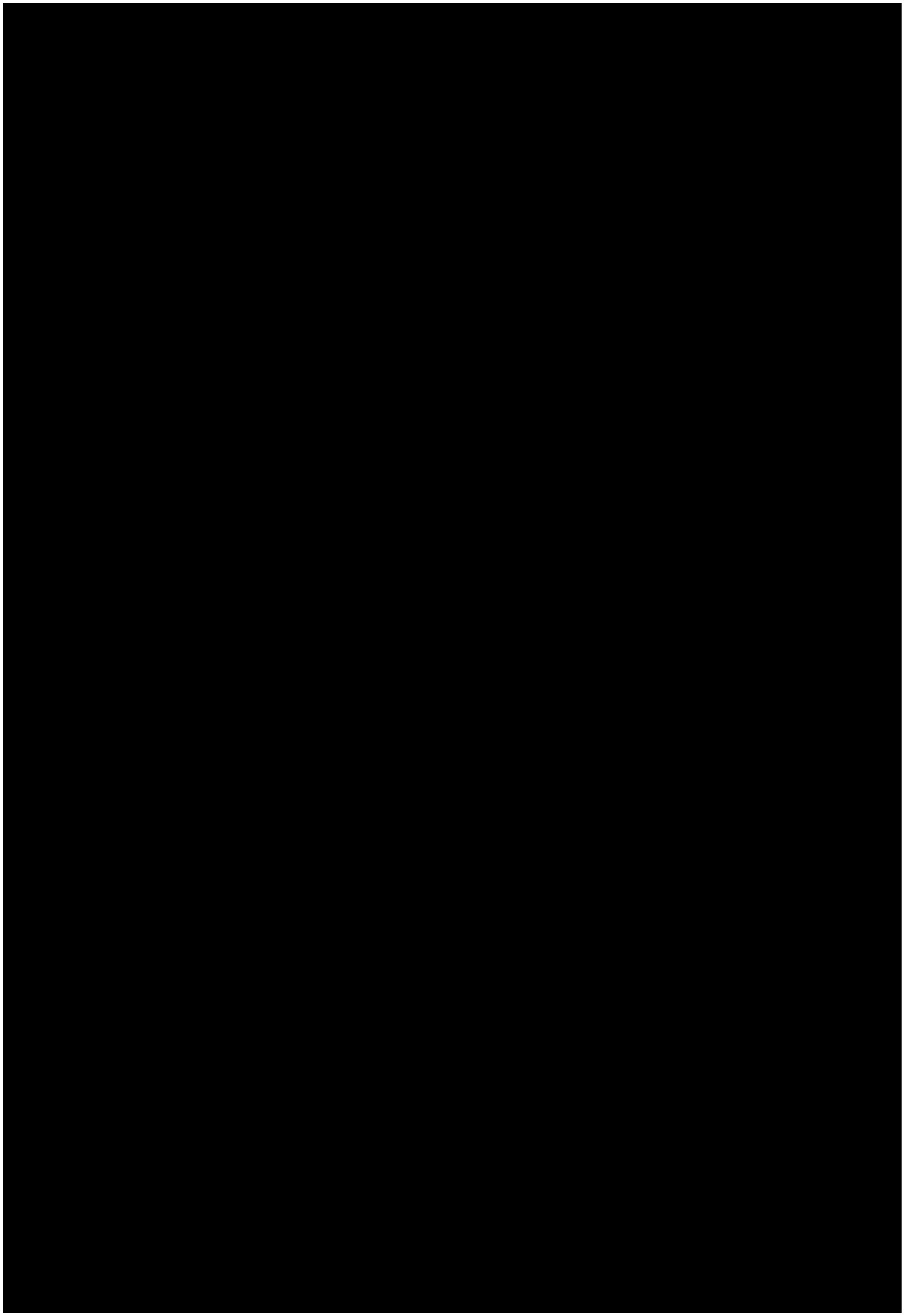
Annex A – Preparation Guidance

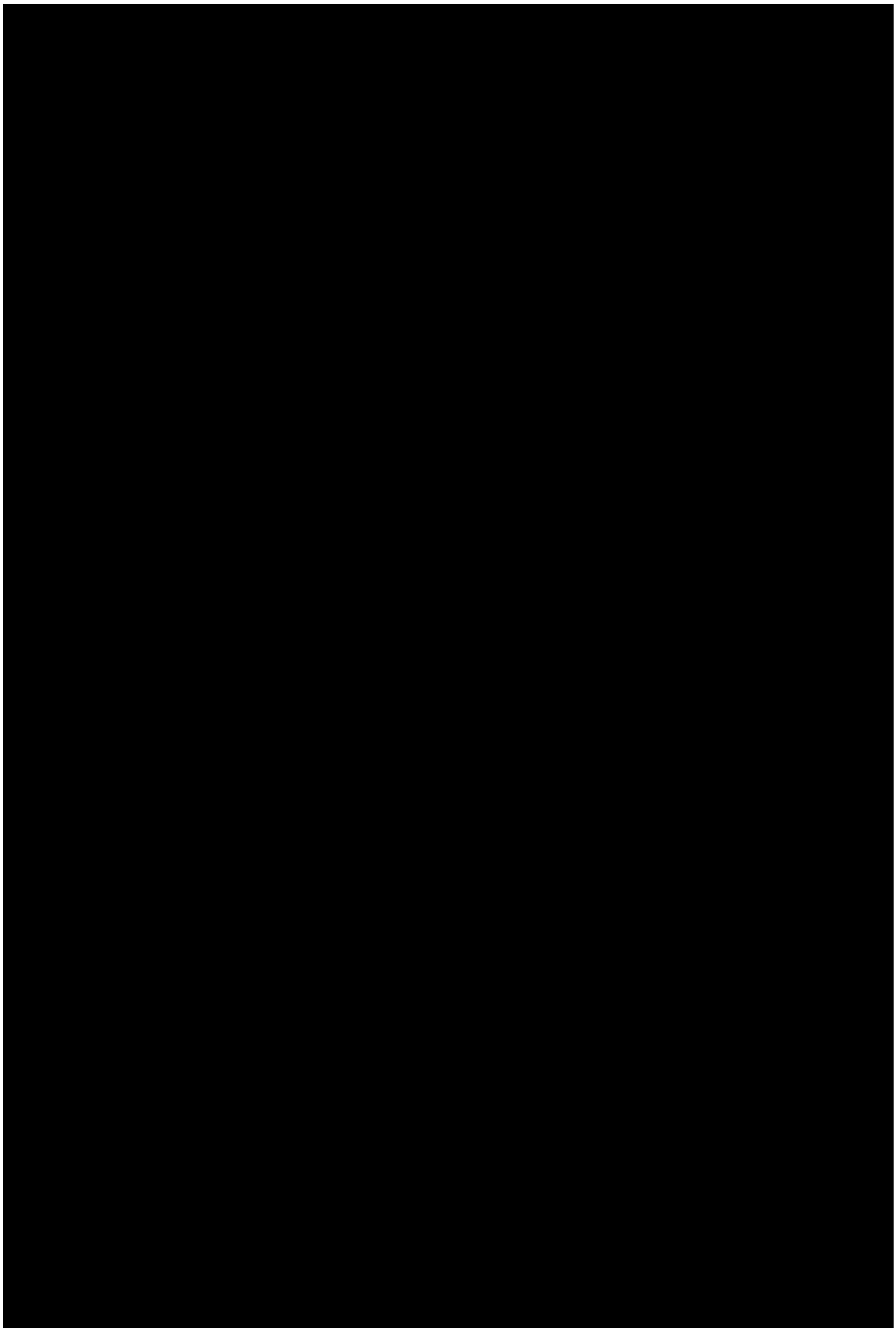












Order Form Appendix 1 Data Protection Protocol

1. The contact details of the Authority's Data Protection Officer are: [redacted]

2. The contact details of the Supplier's Data Protection Officer are: [redacted]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Identity of Controller for each Category of Personal Data	The Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with the Contract and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data: • Pseudonymised biological data which gives unique information about whole genome sequencing status and which results, in particular, from the analysis of the biological sample **The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Staff, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Staff) engaged in the performance of the Authority's duties under this Contract).
Subject matter of the Processing	The Supplier processes pseudonymised biological data, identified by a unique barcode, for the performance of the Services required by this Contract.

Duration of the Processing	Biological data shall be processed for the period required to perform the Services requested and will be retained for a further 3 months in line with the Data Protection Laws and in order to safeguard the Authority rights, unless the Authority requires the Supplier to destroy samples and/or data within a shorter period of time.
Nature and purposes of the Processing	The biological data shall be processed for the purposes of this Contract and in accordance with the written instructions of the Authority.
Type of Personal Data being Processed	As described above.
Categories of Data Subject	As described above.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	As described above.

Appendix G

Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services

If the Order Form confirms that the Supplier will be providing clinical laboratory diagnostic testing services, this Appendix G shall apply together with the provisions of the Schedules to this Appendix G in the performance of the Contract to the extent that these terms and Schedules are included and/or cross-referred to in Annex A to the Order Form and as may be more precisely formulated, supplemented or amended to reflect the requirements of the Contract.

1 Definitions

1.1 In this Appendix G, the following words shall have the following meanings unless the context requires otherwise:

"Approved Subcontractors"	the persons listed in Schedule 3 to this Appendix G;

"Assets"	shall have the meaning referred to at Clause 2.1.9 of this Appendix G;
"Asset Register"	shall have the meaning referred to at Clause 2.1.9 of this Appendix G;
"Asset Transfer Date"	shall have the meaning as set out in paragraph 6.3.1 of Schedule 2 of this Appendix G;
"Authority Background Intellectual Property Rights"	Intellectual Property Rights owned by the Authority before the Commencement Date; and/or Intellectual Property Rights created by the Authority independently of this Contract;
"Authority Equipment"	any equipment and consumables provided by the Authority to the Supplier to support provision of the Services, as set out in the Asset Register and/or forming part of the inventory;
"Authority Facilities"	means any premises or other facilities and/or testing infrastructure provided by the Authority at which the Supplier or Sub-contractors (as applicable) are to provide the Services (each an Authority Facility);

"Created Intellectual Property"	any Intellectual Property Rights in any material created or adapted by Supplier (or any of its employees, agents or Subcontractors) that relates to; • software components created to handle the Authority connections into NHS Test Digital Platform interfaces (including components created to support the Authority connections e.g. API authorisation, error-handling, data transformation); • software components created to expose external interfaces to the NHS Test Digital Platform Authority connections (including external interface definitions such as OpenAPI specifications, and components related to support the external interfaces such as API authorisation, error-handling, data transformation); • software components created to map external on-the-wire data structures to usable data objects in code, ○ including infrastructure-as-code and configuration templates where cloud managed services have been utilised to create the components scoped above; ○ artefacts to be provided as reference implementations / source code (they are not required to be production artefacts);
"Conclusive Result"	means any Test result that is positive or negative;
"Disabling Device"	means any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worm, file infector, boot sector infector or other limiting design, instruction or routine and surveillance software or routines or data gathering or collecting software or devices that
	could, if triggered, erase data or programming, have an adverse impact on the Services, or cause hardware, software or other resources to become inoperable or otherwise incapable of being used in the full manner for which such hardware, software or other resources were intended to be used;
"Equipment"	the equipment and consumables owned by Supplier and which comprises part of the Supplier Facilities or the equipment purchased by the Authority from Supplier pursuant to this Contract for use at the Facilities;
"Exit Plan"	means the exit plan developed in accordance with this Schedule 2 (Exit Plan). Any reference in the Contract to an "exit plan" shall be deemed a reference to this Exit Plan;
"Exit Group"	the group of personnel established jointly by both Parties to manage the disengagement of the Services and the implementation of the Exit Plan;

"Facilities"	means the Supplier Facilities and/or the Authority Facilities;
"Good Scientific Practice"	means the standards of behaviour and practice set out in the publication entitled 'Good Scientific Practice' as published by the Academy for Healthcare Science;
"Guaranteed Daily Capacity"	means the guaranteed number of Tests to be performed per calendar day pursuant to the Supplier's provision of the Services, such guaranteed capacity to be on the basis set out within the Order Form with the initial guaranteed daily capacity applicable from the Commencement Date of the Contract as set out in the Order Form and subject to change upon fourteen (14) calendar days' notice served by Authority in accordance with clause 3.7 of this Appendix G;
"Inconclusive Result"	means a Test result that is not a Conclusive Result;
"Lease"	means the lease to any premises provided by and/or operated by the Supplier under this Contract;
"Licence Terms"	means a royalty-free, non-exclusive right for the Authority (and if applicable a New Provider) to Use, for the Term and any period as set out in the Exit Plan, the Supplier Software solely for the purposes of receiving and benefiting from the Services;
"New Provider"	any third party engaged by the Authority to supply any Replacement Services;
"NHS Test Digital Platform"	a collection of infrastructure and services and operational processes that together form the digital platform for the NHS Test programme;
"Price Per Test"	means the price per Test with a Conclusive Result as referred to as part of the Contract Price;

"Purchase Rejection Notice"	shall have the meaning as set out in paragraph 6.3.2 of Schedule 2 of this Appendix G;
"Purchase Confirmation Notice"	shall have the meaning as set out in paragraph 6.3.1 of Schedule 2 of this Appendix G;
"Ramp-Up Plan"	shall have the meaning referred to in Schedule 1 to this Appendix G
"Records"	shall have the meaning as set out in Clause 12.1.1 of this Appendix G;

"Replacement Services"	services which are the same as or substantially similar to any or all the Services and which are purchased by or provided to the Authority following the termination or expiry of all or a part of this Contract to replace Services formerly provided by the Supplier under this Contract;
"Run-Off Period"	means the period of up to three (3) months (or such other period as may be set out in the Statement of Requirements forming part of the Specification and Tender Response Document for the relevant Contract) from the date of the expiry of the Term or the effective date of any earlier termination of this Contract;
"Sample ID"	means the machine-readable coded form of identification used by the Authority to identify individual Samples from the point of being taken from the service user through to notification of results by Supplier;
"Samples"	means the samples relating to the provision of Tests required to be retained by UKAS guidelines;
"Specialist"	means a Haematology, clinical biochemistry, immunology and microbiology (including virology and mycology) specialist expertise or other such specialist expertise forming part of the Specification and Tender Response Document;
"SpecialistReviewed Protocols"	means the Specialist reviewed protocols to be followed in the follow on investigations of Tests, amendments to Test requests and in support of managing demand and ensuring appropriate Test requests as set out in the Supplier's documents as agreed from time to time with the Authority;
"Standard Operating Procedures"	means the procedures to be followed in the processing of Tests as set out in the Supplier's standard operating procedures documents as agreed from time to time with the Authority;
"Step-in Notice"	shall have the meaning as referred to at Clause 18.2 of this Appendix G;
"Step-in Termination Condition"	shall have the meaning as referred to at Clause 18.6 of this Appendix G;

"Supplier Party"	means the Supplier, each member of Supplier Personnel and all of the directors, officers, employees and workmen of Supplier or any such person who is engaged in relation to the provision of the Services or performance of Supplier's obligations under this Contract;

"Supplier Test Digital Platform"	a collection of infrastructure and services and operational processes that together form the Supplier's digital platform to integrate with the NHS Test Digital Platform;
"Supplier's Background Intellectual Property Rights"	Intellectual Property Rights owned by the Supplier before the Commencement Date; and/or Intellectual Property Rights created by the Supplier independently of this Contract;
"Supplier Facilities"	means the premises and testing infrastructure provided and/or operated by the Supplier at which the Supplier or Sub-contractors (as applicable) are to provide the Services, and includes the Testing Equipment;
"Supplier's Software"	means the software which is proprietary to or used by the Supplier including software which is or will be used by the Supplier for the purposes of providing the Services during the Term;
"Surge Capacity"	has the meaning given in Schedule 6 (The Commercial Schedule) and/or the Order Form;
"Testing Equipment"	means the equipment used in the provision of the Services, being all that equipment supplied by Supplier;
"Test Requests"	means a request for one or more Test(s) placed on the NHS Test Digital Platform which will be sent by the NHS Test Digital Platform to the Supplier Test Digital Platform for fulfilment by Supplier;
"Tests"	means the tests referred to in the Specification and Tender Response Document and the term 'Testing' shall be construed accordingly;
"Tier"	the term used to denote the maximum number of Tests per calendar day to be provided by the Supplier in any month (being the Guaranteed Daily Capacity), with the relevant Tier level as set out in Order Form (if applicable);
"Third Party Software"	means the software which is proprietary to any third party and supplier as part of or used in providing the Services;
"UKAS"	means the United Kingdom Accreditation Service being national accreditation body recognised by the British government to assess the competence of organisations that provide certification, testing, inspection and calibration services (or any successor or replacement body of UKAS) or any equivalent EU certification agreed in writing in advance with the Authority;

"Use"	means the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, reverse compile, decode, translate or otherwise utilise that software; and
"Void Test"	means a Sample that cannot be tested because it presents a hazard or otherwise is not capable of being tested.

2 Provision of Services

2.1 The Supplier shall:

2.1.1 process any Tests as set out in the Specification and Tender Response Document in accordance with any timescales set out in the Specification and Tender Response Document;

2.1.2 provide all Testing Equipment and Supplier Personnel required to process the Tests and provide the Services;

2.1.3 provide the Supplier Facilities in accordance with the provisions of this Contract for the purposes of Testing;

2.1.4 provide the Services at the Facilities at such locations as may be set out in the Specification and Tender response Document, or as otherwise agreed between the Parties in writing;

2.1.5 ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services and the Supplier Facilities are in place at the Services Commencement Date and are maintained throughout the Term;

2.1.6 maintain UKAS accreditation in respect of the Facilities;

2.1.7 ensure that all the Facilities are fit for the purpose of providing the Services;

2.1.8 ensure that it will not embarrass the Authority (meaning by its actions or omissions contrary to the spirit of this Contract that cause material adverse public comment concerning the Authority) or otherwise bring the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract; and

2.1.9 the Supplier will maintain a register of Assets (an "**Asset Register**") in the format specified by the Authority in writing, which will be available for inspection by the Authority on reasonable notice. For these purposes, "**Assets**" shall include all assets and services used by the Supplier to provide the Services including any Equipment, Sub-contracts, rental contracts, licences (including software licences), leases or other relevant third party contracts. Where Assets are purchased using funds from the Authority, title to and risk in the Assets shall vest with the

Authority on payment of the relevant invoice and shall remain with the Authority unless

otherwise agreed with the Supplier in writing (the position shall be noted in the Asset Register). Where Assets are owned by the Supplier, the Asset Register will include their net book value and details of any relevant depreciation policy. The Asset Register shall also include details of the extent to which any third party contracts (including any Sub-contracts, rental contracts, licences (including software licences), and leases) may be novated or otherwise transferred to the Authority or a third party nominated by the Authority (such as a New Provider).

3 Operation of the Services

3.1 The Supplier shall provide the Services:

3.1.1 in accordance with Good Scientific Practice;

3.1.2 in compliance with UKAS accreditation requirements;

3.1.3 in accordance with the Test volumes required to meet the Guaranteed Daily Capacity,

3.1.4 in accordance with this Contract;

3.1.5 to meet the KPIs; and

3.1.6 at the Facilities and at such locations, as may be set out in the Specification and Tender Response Document or as otherwise agreed by the Parties in writing and shall permit the Authority or its representatives to access any relevant premises (including the Facilities) for audit and quality assurance purposes.

3.2 The Parties agree that no payment is due from the Authority to the Supplier for Void Tests. Any Tests that produce Inconclusive Results must be repeated by the Supplier at the Supplier's cost and expense. For the avoidance of doubt, the Parties agree that the Authority shall only be required to pay for Tests that produce a Conclusive Result and that the Price per Test only applies to Conclusive Results.

3.3 The Supplier acknowledges and accepts that:

3.3.1 the Authority's requirements for implementing measures which require the need for Tests are evolving and are likely to be subject to immediate change, and the requirement for the Guaranteed Daily Capacity and the associated changes to the Contract Price have been structured accordingly and as a result and the Authority gives no guarantee as to the volume of Services required by it pursuant to this Contract; and

3.3.2 the Supplier's appointment to provide the Services is non-exclusive and the Authority shall be entitled to purchase equivalent services form other suppliers.

3.4 The Supplier undertakes throughout the Term:

3.4.1 to use the NHS Test Digital Platform;

3.4.2 to be responsible for the health and safety of all individuals (including each member of Supplier Staff, each Sub-contractor and all of the directors,

officers, employees and workmen of Supplier or any such person who is engaged in relation to the provision of the Services or performance of Supplier's obligations under this Contract) at the Facilities and to comply with applicable Authority / Health and Safety Executive instructions provided to the Supplier with respect to the Facilities;

3.4.3 to provide the Services on the basis of continuous improvement in respect of operational efficiency and staffing levels;

3.4.4 to maintain and comply with a recognised information security management system and be actively working towards the ISO/IEC 27001 standard and/or any other standards set out in the Specification and Tender Response Document or Order Form for the Services;

3.4.5 to ensure and guarantee any Sub-contractor appointed by Supplier to provide any element of the Services is UKAS accredited at the time of providing the relevant part of the Services;

3.4.6 to inform the Authority promptly, giving details of the circumstances, reasons and likely duration, in the event it becomes aware of anything of whatsoever nature and whether or not the result of any act or omission on the part of the Supplier or any Supplier Party which may prevent the Supplier fulfilling its obligations in accordance with this Contract, including immediately sending to the Authority a copy of every notice or other communication of a nonroutine nature relating to the provision of the Services received from or sent to any person or body concerning health and safety, environmental, and regulatory matters relating to the performance of the Services; and

3.4.7 to work collaboratively with the Authority to ensure continuous improvements relating to the Services (including those used by equivalent suppliers of the Authority) are implemented throughout the Term.

3.5 The Supplier shall remove any member of the Supplier Personnel from the provision of the Services at the reasonable request of the Authority, forthwith (and without any compensation being payable), if the Authority can demonstrate that any such member of the Supplier Personnel:

3.5.1 has not co-operated with the Authority in meeting its reasonable requests for the provision of information relating to the Services and the Facilities;

3.5.2 has breached the confidentiality obligations applicable under this Contract; or

3.5.3 has caused or is likely to cause the Supplier or the Authority to breach any data protection / data security requirements under this Contract; or

3.5.4 has been guilty of any misconduct which, if such member of the Supplier Personnel had been an employee of the Authority, would have entitled the Authority summarily to dismiss that employee; or

3.5.5 is not performing the Services demonstrating the skill and experience expected of staff which would reasonably and ordinarily be expected from a skilled, efficient and experienced staff member carrying out services that are the same or similar to the Services;

and, in each case, replace such individual.

3.6 The Supplier shall comply with the provisions regarding the provision of staffing information and TUPE as set out as part of any TUPE related provisions forming part of this Contract.

3.7 The Supplier has agreed to provide the Services at the Guaranteed Daily Capacity. The Guaranteed Daily Capacity will change from time to time upon written notice from the Authority to the Supplier, such notice to be of no less than 14 calendar days and subject to such change being issued by the Authority in accordance with this Clause 3.7 it shall form part of this Contract. The Authority may increase the Guaranteed Daily Capacity throughout the Term. At the end of any ramp-up notice, the Supplier shall provide the Services at the revised Guaranteed Daily Capacity.

3.8 Where the Authority increases the Guaranteed Daily Capacity, the Supplier will undertake the necessary changes in accordance with the Ramp-Up Plan agreed with the Authority.

4 Purchase of Goods

4.1 Any Goods required by the Authority from the Supplier shall be purchased in accordance with the relevant provisions of Appendix A.

4.2 For the avoidance of doubt, any Goods purchased under this Contract shall be charged separately to the Price Per Test as part of the Contract Price and the Supplier shall keep an inventory of such Goods together with any other goods purchased and/or provided by the Authority. Upon the expiry or earlier termination of this Contract, the Supplier shall transfer any items forming part of such inventory to the Authority (or a third party nominated by the Authority) free of charge.

5 Implementation and Ramp Up

5.1 In addition to Clause 1.2 of Schedule 2 of Appendix A, the Supplier shall comply with the obligations set out in Schedule 1 to this Appendix G.

6 Authority obligations

6.1 The Authority shall through the Term at its own cost:

6.1.1 [purchase barcoded Test sample kits to be delivered to the Facilities by professional courier service and the Authority shall facilitate access to the data managed environment (as referred to in the Specification and Tender Response Document) to allow the Supplier to upload Test results;]

6.1.2 [provide the Samples to the Facilities, ensuring that such Samples have the appropriate Sample ID and are transported in accordance with Good Scientific Practice relevant to the Samples for testing or as otherwise may be defined under any Law, Guidance or Good Industry Practice;]

6.1.3 provide the NHS Test Digital Platform in order for the Supplier to log the receipt of Samples, and input the results of a Test;

6.1.4 provide such co-operation in connection with the timely progression of issues and provision of information as the Supplier may reasonably require to enable the Supplier to meet its obligation under this Contract at all reasonable times in accordance with the provisions of the Specification and Tender Response Document and the other provisions of this Contract;

6.1.5 provide the Supplier with its updated requirements for demand for the Services using a rolling forecast of at least 14 calendar days;

6.1.6 where appropriate, invite the Supplier's representative to meetings with other suppliers of services similar to the Services;

6.1.7 ensure that adequate and appropriate maintenance and support services are available and in place for all systems and software used by the Authority solely to facilitate the Supplier's delivery of the Services, including the NHS Test Digital Platform; and

6.1.8 fulfil any other Authority obligations, as may be referred to as part of the Order Form and/or Specification and Tender Response Document.

7 Tests and Testing

7.1 The Supplier will process any Tests set out in the Authority's requirements set out in the Specification and Tender Response Document relating to the Contract in accordance with any timescales set out in the Specification and Tender Response Document. Subject to the any authority obligations forming part of this Contract, the Supplier shall provide all Testing Equipment and the Supplier Personnel required to process a Test and provide the Services.

7.2 The Supplier shall ensure that it (or its Sub-contractors) shall have the required Facilities to meet the Guaranteed Daily Capacity.

7.3 The Parties agree that:

7.3.1 the Authority shall ensure that the Authority Facilities are constructed to include all internet access, utilities, including electrical, backup power, water and any required compressed gasses or other laboratory requirements, to allow Supplier or its Sub-contractors to complete the Implementation Plan for each Authority Facility and the agreed number of Tests for each Facility;

7.3.2 the Authority can serve notice to ramp-up or ramp-down the Guaranteed Daily Capacity or to require Surge Capacity on serving not less than fourteen 14 calendar days' notice in the case of a change to the Guaranteed Daily

Capacity and seven (7) calendar days' notice in respect of a requirement for Surge Capacity.

7.3.3 [risk in the Testing Equipment vests at all times with the Supplier or as applicable its Sub-contractors];

7.3.4 [the Supplier, or its Sub-contractors shall provide, the testing capacity sufficient to comply with its obligations under this Contract]; and

7.3.5 subject at all times to the applicable completion requirements of Tests, it is the sole responsibility of the Supplier to ensure the Facilities have the capacity to undertake the Testing process for the required number of Samples so as to ensure the Supplier meets its obligations set out in this Contract. The Authority shall incur no liability for any delays in, or results of, the Testing process of Samples by Supplier.

8 Mobilisation Payments

8.1 If stipulated by the Authority in the Order Form as part of the Contract Price, the Authority shall pay any mobilisation payment (which may include any TUPE and/or redundancy costs forming part of the Contract Price).

9 Additional Supplier Warranties

9.1 The Supplier to warrants and undertakes that:

9.1.1 [during the Term, the Facilities will be operated in a manner that is compliant with, and has all necessary consents in relation to standards set down by UKAS;]

9.1.2 the Tests shall be suitable for the purposes as referred to in the Specification and Tender Response Document, be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in the Specification and Tender Response Document and any standards required by Law, Guidance or Good Industry Practice;

9.1.3 the Supplier Facilities are compliant with all applicable Laws, Guidance and Good Industry Practice and all relevant health and safety standards;

9.1.4 [it shall ensure that, the handling and storage of Samples at the Facilities is in accordance with good practice, as may be defined under any Law, Guidance and/or Good Industry Practice relevant to the Samples for testing, and in accordance with any specific requirements set out in Specification Tender Response Document, the Standard Operating Procedures and any Specialist-Reviewed Protocols (as required in accordance with the Specification and Tender Response Document);]

9.1.5 [it shall ensure that all materials and/or products used in the provision of Tests are kept in a state and condition necessary to enable the Supplier to comply with its obligations in accordance with this Contract;]

9.1.6 it has, or its Sub-contractors have, testing capacity sufficient to comply with its obligations under this Contract;

9.1.7 [the Testing Equipment shall be suitable for the purposes as referred to in the Specification and Tender Response Document, be of satisfactory quality, fit for its intended purpose, maintained fully in accordance with the manufacturer's specifications as applicable; and shall comply with the standards and requirements set out in this Contract;]

9.1.8 it will work collaboratively with the Authority to devise plans and demand forecasts to help manage and ensure sufficient levels of consumables inventory are in place such that the Supplier can meet its obligations under this Contract, including managing the inventory availability of assays and the availability of the Facilities for testing purposes during the Term;

9.1.9 [it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to supply the Services at the Facilities;]

9.1.10 [use of the Facilities, the Testing Equipment or of any other item or information supplied or made available by the Supplier will not infringe any

third party rights, to include without limitation any Intellectual Property Rights; and]

9.1.11 the Supplier IT systems (including the Supplier Test Digital Platform) will:

(i) be fit for their purpose and for Supplier's requirements;

(ii) comply with the IT specification set out in the Specification and Tender Response document;

(iii) be maintained regularly in accordance with Good Industry

Practice; (iv) not infringe third party Intellectual Property

Rights;

(v) not expose, subject, transfer or introduce any Disabling Device to the Authority's IT systems from time to time (including without limitation, hardware, software, firmware, middleware and memory capacity); and

(vi) prior to installation and during the Term have the benefit of an up to date virus checker.

10 Additional Authority Warranties

10.1 The Authority warrants and undertakes that:

10.1.1 [the Authority Equipment and any item or information supplied or made available by the Authority will not infringe any third party rights, to include without limitation any Intellectual Property Rights;[

10.1.2 [without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Supplier of any health and safety hazard which has arisen, or the Authority is aware may arise, in connection with any item or information supplied by the Authority and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;]

10.1.3 [the Authority Equipment shall be suitable for the purposes as referred to in the Specification and Tender Response Document, be of satisfactory quality, fit for their intended purpose, and subject to access to the Facilities on giving reasonable notice to the Supplier, maintained fully in accordance with the manufacturer's specifications as applicable; and shall comply with the standards and requirements set out in this Contract;]

10.1.4 [the Authority Facilities are compliant with all applicable Laws and all relevant health and safety standards;]

10.1.5 [all information supplied by the Authority to Supplier during the award process leading to the execution of this Contract is true and accurate in all material aspects and the Authority is not aware of any material facts or circumstances which have not been disclosed to Supplier and which would, if disclosed, be likely to have an adverse effect on the decision of a reasonable provider of services similar to the Services whether or not to contract with the Authority]; and

10.1.6 the NHS Test Digital Platform will:

(i) be fit for its purpose to meet the requirements set out in this Contract;

(ii) be maintained regularly in accordance with Good Industry

Practice; (iii) not infringe third party Intellectual Property

Rights;

(iv) not expose, subject, transfer or introduce any Disabling Device to Supplier's IT systems from time to time (including without limitation, hardware, software, firmware, middleware and memory capacity); and

(v) prior to installation and during the Term have the appropriate security protections and controls in place.

11 Intellectual Property Rights

11.1 For the avoidance of doubt, to the extent of any conflict between Clause 11 of Schedule 2 of Appendix A and this Clause 11 of this this Appendix G, this Clause 11 of this Appendix G shall prevail to the extent of such conflict.

11.2 All Authority Background Intellectual Property Rights provided to the Supplier by Authority pursuant to this Contract shall remain vested in and the property of Authority or licensed to the Authority, as appropriate. The Authority hereby grants

to the Supplier a royalty-free, non-exclusive licence for the duration of this Contract to use such Authority Background Intellectual Property Rights, as the Authority may from time to time notify the Supplier that it may use for the sole purpose of performing its obligations under this Contract.

11.3 All Supplier Background Intellectual Property Rights provided to Authority by the Supplier pursuant to this Contract shall remain vested in and the property of the Supplier or licensed to the Supplier, as appropriate. The Supplier hereby grants to Authority a royalty-free, non-exclusive licence for the duration of this Contract to use such Supplier Background Intellectual Property Rights as the Supplier may from time to time notify Authority that it may use for the sole purpose of performing its obligations under this Contract.

11.4 All Created Intellectual Property Rights in any material which is created by the Supplier in relation to the provision of the Services under the Contract, or the performance by the Supplier of its other obligations under this Contract shall be the property of Authority. The Supplier shall not, and shall procure that its staff, personnel and Subcontractors shall not, use or disclose any such material without prior written approval of Authority, except where it is in the public domain. The Supplier hereby assigns to Authority, with full title guarantee, all Created Intellectual Property Rights which may subsist in the materials prepared in accordance with this Clause 11.4. This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier. The Supplier shall execute all documentation necessary to execute such assignment.

11.5 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Supplier shall, during and after the Term, indemnify and keep indemnified and hold the Authority harmless from and against all actions,

suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which Authority may suffer or incur as a result of or in connection with any breach of this Clause 11 of this Appendix G, except where any such claim arises from: 11.5.1 items or materials based upon designs supplied by Authority; or

11.5.2 the use of data supplied by Authority which is not required to be verified by the Supplier under any provision of the Contract.

11.6 Unless restricted from doing so, the Authority shall notify the Supplier in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Rights in materials supplied or licensed by the Supplier.

11.7 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier:

11.7.1 shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;

11.7.2 shall take due and proper account of the interests of the Authority; and

11.7.3 shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).

11.8 The Authority shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against Authority or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under the Contract and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not, however, be required to indemnify the Authority in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in Clause 11.5.1 or 11.5.2 above.

11.9 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by Authority or the Supplier in connection with the performance of its obligations under the Contract.

11.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or, in the reasonable opinion of the Supplier, is likely to be made, the Supplier shall notify Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

11.10.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or

11.10.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to Authority; and

11.10.3 in the event that the Supplier is unable to comply with Clauses 11.10.1 or 11.10.2 within twenty (20) calendar days of receipt of the Supplier's notification, the Authority may terminate the Contract with immediate effect by issuing a Termination Notice to the Supplier.

Licences

11.11 The Supplier hereby grants throughout the Term, or if applicable, shall procure the direct grant, to the Authority of a non-exclusive licence of the Supplier's Software (including any Supplier's Background Intellectual Property Rights or Intellectual Property Rights owned by a third party that are embedded in or which are an integral part of the Supplier's Software) on the Licence Terms.

11.12 The Supplier shall, if requested by the Authority under the exit and service transfer arrangements, grant or procure the grant to a New Provider a limited short term (up to 1 month post termination of this Contract) licence to Use any Supplier's Software, Supplier's Background Intellectual Property Rights or Third Party Software subject to such supplier, if appropriate, entering into reasonable

confidentiality undertakings with the Supplier solely for the purpose of migrating the Services to the New Provider.

12 Records and Samples

12.1 Subject at all times to any instruction from the Authority to transfer the Records to the Authority and thereafter to destroy the Records, the Supplier shall during the Term and for the period of three (3) years thereafter:

12.1.1 maintain such clinical records relating to the provision of the Services (including the Sample ID and associated Test result, whether in hardcopy or electronic form as referred to in the Specification and Tender Response Document) ("**Records**");

12.1.2 store and preserve the integrity of all Samples for such duration and in such manner as the Authority may reasonably require;

12.1.3 on request, produce the Records and Samples for inspection by the Authority or, on receipt of reasonable notice, allow or procure for the Authority and/or its authorised representatives access to any premises where any such Records and Samples are stored for the purposes of inspecting and/or taking copies of and extracts from any such Records free of charge;

12.1.4 preserve the integrity of the Records and Samples in the possession or control of the Supplier or any Supplier Party and all data which is used in, or generated as a result of, providing the Services and to prevent any corruption or loss of that data; and

12.1.5 promptly provide the management information to the Authority as reasonably requested including the total number of Samples processed in the last 24 hours (including positive results, negative results, Inconclusive Results and the reason for Inconclusive Results, Void Tests and the reason for Void Tests) together with any other management information set out in and in accordance with the Specification and Tender Response Document.

13 Liability

13.1 The Parties agree that for the purposes of this Contract costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to individuals who have provided Samples shall be direct recoverable losses (to include under any relevant indemnity) by the Authority only to the extent to which such costs, expenses and/or loss of income arise or result from the Supplier's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

14 Suspension

14.1 In addition to any other rights of the Authority under this Contract, the Authority shall be entitled at any time during the Term, upon serving written notice of twenty-eight (28) calendar days to the Supplier, to suspend the provision of the Services (in full or part). The terms of any suspension pursuant to this Clause 14 shall be agreed by the Parties, with both Parties acting reasonably and in good faith.

15 Termination

15.1 The Authority shall be entitled to terminate this Contract at any time upon serving four (4) weeks' written notice by issuing a Termination Notice to the Supplier.

15.2 The Authority may terminate this Contract at its convenience without payment of compensation or other damages caused to the Supplier in accordance with Clause 15.1.

16 Consequences of Termination

16.1 On the expiry or termination of this Contract in whole for any reason whatsoever the Supplier shall:

16.1.1 continue, for the Run-Off Period following expiry or termination of this Contract, to undertake Tests on any Samples received from service users and the Authority shall continue to pay the applicable Price Per Test (all in accordance with paragraph 3 of Schedule 2 (Exit Plan) of this Appendix G; and

16.1.2 without limitation to any of the requirements set out in any agreed Exit Plan or Schedule 2 to this Appendix G (which, for the avoidance of doubt, the Supplier must comply with), if requested by the Authority, the Supplier shall use reasonable endeavours to procure the novation (or other form of transfer as may be agreed with the Authority such as assignment) of all contracts entered into with third parties (to include, as may be set out in the Asset Register) to the extent that they relate specifically to delivery of the Services to the Authority, or to such New Provider as the Authority shall nominate.

17 Sub-contracts

17.1 In addition to Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of Appendix A, the Supplier shall comply with the provisions of this Clause 17 of Appendix G.

17.2 The Authority hereby provides its consent for the Supplier to enter into Sub-contracts with the Approved Sub-contractors for their respective sub-contracted elements of the Services, as set out in Schedule 3 (Approved Sub-Contractors).

Matters to be included in Sub-Contracts

17.3 To the extent not already required in accordance with the Appendix A, the Supplier shall, at all times, ensure that all Sub-contracts include:

17.3.1 provisions such that the Sub-contract shall not be rescinded, or varied in such a way as to alter or extinguish any rights granted to the Authority without the prior written consent of the Authority;

17.3.2 a right for the Authority to enforce the termination rights under the Subcontract;

17.3.3 a requirement that either Party to the Sub-contract may release to the Authority any of those parts of the Sub-contract as are necessary to be sufficient to demonstrate compliance with the provisions of this Clause 17 of this Appendix G and that any such release shall not amount to a breach of any provision of confidentiality contained within the Sub-contract;

17.3.4 a term which gives the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to materially comply in the performance of the Subcontract;

17.3.5 provisions enabling the Supplier to terminate the Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under this Contract;

17.3.6 a provision restricting the ability of the Sub-contractor to sub-contract all or any part of the services provided to the Supplier under the Sub-contract without first seeking the written consent of the Authority;

17.3.7 a term which, upon the Supplier or the Authority's request, requires the Subcontractor to participate and attend any meetings (whether in person or remotely) with the Authority;

17.3.8 a term which requires the Supplier, the Authority or any other party receiving goods or services under that Sub-contract to consider and verify invoices under that Sub-contract in a timely fashion;

17.3.9 provisions that if the Supplier, the Authority or any other party fails to consider and verify an invoice in a timely fashion, the invoice shall be regarded as valid and undisputed, after a reasonable time has passed;

17.3.10 a term which requires payment of undisputed sums to be made by the Supplier to the Sub-contractor within a specified period not exceeding thirty (30) days from the Supplier's receipt of a valid invoice;

17.3.11 a right for the Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices to its Sub-contractors within the specified payment period; and

17.3.12 a licence for the Authority to use any Intellectual Property Rights relevant to the Services owned or controlled by a Sub-contractor in the same terms as the licence the Authority receives in relation to Intellectual Property Rights owned or controlled by the Supplier as set out in Clause 11 (Intellectual Property Rights) of this Appendix G.

Termination of Sub-contracts

17.4 The Authority may require the Supplier to terminate:

17.4.1 a Sub-contract where:

(i) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority having a right

of termination pursuant to this Contract regardless of whether the Authority has elected to exercise that right or not; and/or

(ii) the relevant Sub-contractor has embarrassed the Authority (meaning by its actions or omissions contrary to the spirit of the subcontract with the Supplier that cause material adverse public comment concerning the Authority) or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise.

17.4.2 a Sub-contract where there is a change in control of the relevant SubContractor within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control), unless:

(i) the Authority has given its prior written consent to the particular change in control, which subsequently takes place as proposed; or

(ii) the Authority has not served its notice of objection within three (3) weeks of the later of the date the change in control took place or the date on which the Authority was given notice (or otherwise became aware) of the change in control.

18 Step-In

18.1 The provisions of this Clause 18 shall apply to the Contract if:

18.1.1 the Authority acting reasonably, considers that a breach by the Supplier of any obligation under this Contract:

(i) may create an immediate and serious threat to the health and safety of any service user or person; or

(ii) may result in a material interruption in the provision of one or more of the Services; or

18.1.2 the Authority has the right to step-in as set out in paragraph 2 of Schedule 1 to this Appendix G.

18.2 In any of the circumstances set out in Clause 18.1, the Authority acting reasonably may serve notice on the Supplier ("**Step-in Notice**") to:

18.2.1 require the Supplier to remedy such breach by re-executing the relevant part of the Services for no extra charge and in accordance with the Specification and Tender Response Document and the requirements of this Contract;

18.2.2 require the Supplier to repay or credit to the Authority that part of the Contract Price paid by the Authority to the Supplier relating to the provision of the relevant part of the Services; or

18.2.3 advise the Supplier that the Authority considers there is not sufficient time, or that the Supplier will be unable to take the necessary or expedient steps to correct any event set out at Clause 18.1, and that the Authority shall take such steps as the Authority considers to be appropriate (either itself or by engaging others to take such steps) to ensure performance of the relevant Services to the standards required by this Contract (but without giving the Authority any rights with regard to the management or operation of the Facilities) and the Supplier shall provide the Authority with all reasonable assistance to enable the Authority to take such steps under this Clause 18.2.3.

18.3 Any costs or expenses incurred by the Supplier in taking such steps as are required by the Authority pursuant to Clause 18.2 shall be borne by the Supplier and the Supplier shall provide the Authority with all reasonable and necessary co-operation. The Supplier shall reimburse the Authority for all reasonable costs, losses, expenses or damages incurred by the Authority in taking the steps or engaging others to take the steps referred to in Clause 18.2.3, net of what the Authority would have had to pay to the Supplier for the performance of the applicable Service if the right of step-in under such sub-clause had not been exercised, and the Authority shall be entitled to deduct such amounts from any other sum or amount payable to the Supplier under the provisions of this Contract.

18.4 After the expiry of 1 month after the Step-in Notice has been served, the Authority shall promptly (and in any event within [7 calendar days]) either:

18.4.1 if the Step-in Termination Condition defined in Clause of this Appendix G is satisfied, immediately terminate this Contract by issuing a Termination Notice to the Supplier;

18.4.2 if the Supplier has failed to demonstrate that it can resume the performance of the Services so as to meet the KPIs and/or the Guaranteed Daily Capacity, immediately terminate this Contract by issuing a Termination Notice to the Supplier; or

18.4.3 notify the Supplier that it may resume carrying out the Services.

18.5 In the event that the Authority does not give notice under either Clause 18.4.1, Clause 18.4.2 or Clause 18.4.3 of this Appendix G, it shall be deemed to have given notice under Clause 18.4.3 of this Appendix G.

18.6 For the purposes of Clause 18.4 of this Appendix G, the step-in termination condition ("**Step-in Termination Condition**") shall be satisfied if there has been a breach by the Supplier of any obligation under this Contract which is continuing at the date falling 1 month after the Step-in Notice was served and which:

18.6.1 has created or is likely to create an immediate and serious threat to the health and safety of any service user or person; or

18.6.2 has resulted or is likely to result in a material interruption in the provision of any of the Services.

Schedule 1

Implementation and Ramp-Up

Not Used

Schedule 2

Exit Plan

Not Used

Schedule 3

Approved Sub-contractors

Not Used