

Appendix 1

**National Microbiology Framework Agreement
Don Whitley Scientific Ltd
Order Form – C338739**

FROM

Authority:	UK Health Security Agency ("the Authority ")
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom E-mail: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C338739

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

TO

Supplier:	Don Whitley Scientific Ltd (the "Supplier") Victoria Works Victoria Street Bingley West Yorkshire BD16 2NH Company Number: 01342672
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Registered Address: Victoria Works Victoria Street Bingley West Yorkshire BD16 2NH

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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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(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"/>													

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

1. CONTRACT DETAILS
<p>(1.1) Commencement Date:</p> <p>The date this Order Form is signed by both Parties (the Authority and the Supplier).</p>
<p>(1.2) Services Commencement Date (if applicable):</p> <p>Not Applicable.</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The maximum value of the Goods that can be ordered under this Contract shall be fifty-nine thousand, nine hundred and forty-seven pounds and sixty-six pence (£59,947.66) (the “Contract Price”).</p> <p>1.3.2. The Authority may, but is not committed to, increase the value of this Contract with the introduction of further budget up to one hundred thousand pounds (£100,000.00) only to purchase additional Don Whitley equipment, subject to internal review and approvals.</p> <p>1.3.3. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.</p> <p>1.3.4. The Contract Price excludes VAT at the applicable rate.</p> <p>1.3.5. Only purchase orders placed directly by the Authority are binding under this Contract (“PO”).</p> <p>1.3.6. The Goods which are able to be purchased under this contract are contained within Appendix 1 – Equipment and Price Breakdown (ex VAT).</p> <p>1.3.7. Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.8. POs issued by the Authority in respect of this Contract do not form part of this Contract.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “Commencement Date”) and shall, unless terminated earlier in accordance with its terms, expire on 31st March 2026 (the “Term”).</p> <p>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.</p>
<p>(1.5) Term extension options:</p> <p>Not applicable.</p>

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1. The Supplier shall provide and deliver to the Authority one Don Whitley M45 workstation and associated equipment (the “**Goods**”) as listed in Appendix 1 – Equipment and Pricing (ex VAT).

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

2.2.1. The Supplier shall deliver the Goods to the sites detailed in Table 1 – Premises and Locations (“**Premises and Locations**”) or such other location as the Authority reasonably specifies from time to time.

Table 1 – Premises and Locations

Site	Address	Delivery Contact	Email and Contact Number
Colindale (GBRU)	Gastrointestinal Bacterial Reference Unit (GBRU) UK Health Security Agency Colindale Central Stores 61 Colindale Avenue London NW9 5EQ	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

2.2.2. All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact stated in Table 1 (the “**Delivery Contact**”) at least 2 (two) Business Days prior to attendance.

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

- Supplier name;
- Authority’s PO Number;
- Item reference, Supplier’s part code, description and quantity; and
- Any special instructions originally entered on the Authority’s PO.

2.2.4. The Delivery Contact will confirm:

- a. Booking reference number;
- b. Date and time of delivery of Goods (where applicable); and
- c. Delivery address.

2.2.5. 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 Premises and Location has signed the Supplier's delivery note confirming receipt.

2.2.6. The Supplier shall carry out deliveries within the ordinary working hours of a Business Day at the Premises and Location on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact as stated in Annex A – Order Specific Key Provisions, Clause 1.3.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance Standards/Key Performance Indicators:

2.4.1. The Supplier shall ensure the Goods conform and perform to the Specification as shown in Appendix 2 – Specification.

2.4.2. Timely delivery of the Goods in accordance with Section 2.7 below.

2.4.3. Proof of delivery of the Goods to be supplied.

(2.5) Quality standards:

2.5.1. If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

2.5.3. Return Conditions:

2.5.3.1. For Rejected Goods:

- a. The Supplier is responsible for collecting the Rejected Goods.
- b. The Supplier is responsible for the costs of returning/collecting the Rejected

Goods.

2.5.3.2 Return Conditions shall be in accordance with Schedule 2 - Clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions.

(2.6) Contract monitoring arrangements:

2.6.1. The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the ordering process.

(2.7) Management information and meetings:

2.7.1. At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide any management information to the Authority as the Authority may reasonably request from time to time.

2.7.2. Examples of management information that can be requested, but not limited to, are:

- Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.
- Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered).
- Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.

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- c. 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 3 (three) 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:

Not Applicable.

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

DocuSigned by:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 12th February 2025

For and on behalf of the Supplier

Signed by:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 11/02/25

Annex A

Order Specific Key Provisions

1. 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 Parties agree that where the Authority issues a Purchase Order whereby the delivery date required is at least 5 (five) Business Days after the date of the PO then Supplier shall fulfil such PO in its entirety. The period of one (1) week is adequate notice.
- 1.3 Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part shipment is possible. The Delivery Contact, in its sole discretion, shall agree any part shipment.
- 1.4 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.
- 1.5 The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the

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Authority.

- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]
- 2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

Appendix 1- Equipment and Pricing (ex VAT)

Product Code	Item	Quantity	Price (£)
A07780	<p>Whitley M45 Microaerobic Workstation with Instant Access Ports and Removable Front 230V</p> <p>This Variable Atmosphere Workstation has been developed primarily for the study and isolation of microaerophilic organisms including <i>Campylobacter</i> spp, <i>Helicobacter pylori</i> and other similarly fastidious organisms. N2, CO2, air and a 10% H2/90% N2 mix can be combined to provide a specific atmosphere. It allows the user to:</p> <ul style="list-style-type: none"> - Control O2 in 0.1% increments from 0.1% up to 20%. - Control CO2. in 0.1% increments from 0.1% to 15%. - Control H2 in 0.1% increments to a maximum of 5%. Mixtures may only be set within safe operating limits. - Control temperature between 5°C above ambient and 45°C. - Anaerobic Control 0% O2 – see Technical Note MA110 for instructions on achieving and maintaining 0% O2. <p>Key features:</p> <ul style="list-style-type: none"> - Variable gas operation. - Fully integrated gas mixing (no external mixing device). - Removable Front (with 2 patented Instant Access Ports) enables users to introduce or remove items of equipment or bulk quantities of samples quickly and easily. Permits thorough cleaning and sanitizing between experiments. - Touchscreen interface allows easy monitoring of all parameters simultaneously. - Automated de-humidification. - Ethernet-enabled for remote access to touchscreen. - 3 x Instant Access Ports, unique sleeveless glove port (patented). - Integral 12-litre airlock provides effective transfer of up to 40 plates to and from the workstation in 60 seconds. - Incubation area of 1295 x 430 x 530mm. - Internal full-length shelf (short shelf instead of full shelf available upon request). - Event Log lists events showing the date and time they occurred. The Event Log retains information for 100 days (can be downloaded if either 	1	£ [REDACTED]

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	<p>the Data Logging option (A06109) or the optional Oxygen Profiling (A06108) are purchased). This facility can also be accessed remotely.</p> <ul style="list-style-type: none"> - Alarms and status notices displayed clearly on touchscreen. - LED illumination. <p>Supplied with: 1 x O2 Sensor, 1 x CO2 Sensor, 1 x H2 Sensor, 2 x Evaporator Paper, 4 x Anotox® Sachet, 2 x Anotox® Sachet Cradle, 6 x Instant Access Port Membrane, 30 x 10 Plate Petri Dish Holder, 1 x Petri Dish Holder Tag Starter Set, 3 x Airlock Transfer Tray, 1 x Airlock Tray Handle, 1 x User Manual on USB, 1 x Drylube Powder, 1 x Fuse Set, assorted components for connecting the workstation to the required mains and gas supplies.</p>		
A06109	<p>Data Logging</p> <p>Allows data recording for a period of 30 days of environmental parameters inside the workstation – oxygen, carbon dioxide, temperature and humidity levels and cabinet internal pressure. The collected data can be downloaded via a USB interface to a memory stick and transferred to a PC for further analysis.</p>	1	£ [REDACTED]
A06104	<p>Whitley Automatic Humidification System (230V)</p> <p>Adds sterile moisture in minute droplet form, enabling responsive and accurate humidity control. NOTE: Cannot be fitted if A07206 Chilled Incubation Compartment is ordered.</p>	1	£ [REDACTED]
L00040	<p>Temperature Mapping</p> <p>Using 12 sensors including calibration of the temperature probe. UKAS calibration certificate will be issued. This is only available as a test conducted in our factory, prior to equipment dispatch. Please state the required temperature at time of order. DWS is accredited to ISO/IEC 17025</p>	1	£ [REDACTED]
	<p>Delivery, Installation and Warranty</p> <ul style="list-style-type: none"> - Delivery and installation by a DWS Service Engineer. - All necessary on-site user training and any future training. - Fully Comprehensive 12 Months Warranty. - A visit by a DWS Service Engineer during the warranty period to service and check the operation of the instrument/s fit any necessary consumables from the service pack and offer additional user training if required. 	1	[REDACTED]

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	For the products detailed above, Don Whitley Scientific Ltd offer a lifetime warranty in the event of any DWS manufactured goods being defective as a result of DWS faulty design or workmanship.		
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Appendix 2 – Specification

Whitley M45 Workstation

OVERVIEW SPECIFICATIONS OPTIONS CONSUMABLES IMAGES/VIDEOS DOWNLOADS



Variable atmosphere and an instant access port

The Whitley M45 Workstation is a 4-gas system with built-in oxygen, carbon dioxide and hydrogen sensors, which allows users to programme precise gas concentrations.

Whitley M Range Workstations provide the most flexibility of any models in the Don Whitley Scientific range, allowing anoxic/anaerobic, microaerobic or hypoxic atmospheres to be created if desired without the need to change incoming gases.

Originally designed for studying, isolating and manipulating samples such as *Campylobacter* spp, *Helicobacter pylori* and other similarly fastidious microaerophiles in a sustainable microaerobic environment, the flexibility of atmospheric control (from 0% to 20% oxygen) that these workstations provide enables them to be used for both microbiology and cell culture applications. As with our other microaerobic and anaerobic workstations, the M45 can be specified with the [Whitley Automatic Humidification System](#). This is particularly relevant as tests in our in-house laboratory have indicated that *Campylobacter* colonies grow larger and exhibit more typical morphology when incubated in an atmosphere with elevated humidity (at least 75% RH).

The M45 has three ports for convenient user access to the entire incubation and working areas and can accommodate up to 900 x 90mm Petri dishes. The optional [Whitley Internal HEPA Filtration System](#) quickly creates and maintains a particle-free environment that exceeds the requirements stipulated by ISO 14644 Class 3.

Optional removable front (with instant access or [traditional sleeved ports](#)) to enable the transfer of larger batches of samples or pieces of equipment for use inside the chamber.

Built-in rapid airlock allows the transfer of plates in just 60 seconds.

Colour, touch-screen control panel for ease of use and for visual display of parameters such as temperature, humidity, and airlock cycle status.

Reminder to perform calibration can be set for between 7 and 21 days.

Can be specified with the Whitley Internal HEPA Filtration System for additional product protection.

Save time with the automatic commissioning cycle.

A range of additional accessories, such as a [single sample entry](#) systems, [light tight cover](#) and [data logging](#) options, are available to tailor this workstation to your particular requirements.

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Specifications

Capacity (litres)	440.00
Capacity (petri dishes)	780 / 860
Airlock Capacity	40 x 90mm Petri dishes
Airlock Size (litres)	12.00
Porthole System	1 x Instant Access Port + 2 Manual Oval Sleeved Ports (M45) or 3
Gas Supplies	H2 + N2 / CO2 / N2 / Air
Footswitch	Wireless
Internal Mains Sockets	Available
Storage Tray	Available
Inspection Lamp	Available
Single Sample Entry	Available
Data Logging	Available
Airlock Cycle Time (seconds)	Standard 60 (Option to increase in 1min increments to 5mins)

Extra Cable Glands	Available
Automatic Dehumidifier	Included
Automatic Humidifier	Available
Removable Front	Included
Trolley Available	Available
CO2 Monitoring	Included
Vacuum Take Off	Available
Temperature Range	5°C above ambient up to 45°C
Touchscreen Control	Yes
Remote Access	Included
HEPA	Available
Dimensions (W/D/H mm)	1660 / 720 / 710
Weight (lbs/kgs)	286 / 130