Appendix 1

National Microbiology Framework Agreement Order Form

FROM

Authority:	UK Health Security Agency
Invoice address:	Post: 10 South Colonnade, Canary Wharf, London, E14 4PU Email:
Contract Manager:	Name: Phone: E-mail:
Secondary Contact: eg. business operational contact, project manager	Name: Phone: E-mail:
Procurement lead	Name: Phone: E-mail:
Name and address for notices:	Name: Address: 10 South Colonnade, Canary Wharf, London, E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C377496

TO

10	<u> </u>
Supplier:	VWR International Limited
Contract Manager:	Name: Phone: E-mail:
Secondary Contact:	Name: Phone: E-mail:
Account Manager:	Name: Phone: E-mail:
Name and address for notices:	Name: Tenders Team Address: VWR International, Hunters Boulevard, Magna Park, Lutterworth, LE174XN

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: 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	(only applicable if one or more boxes are checked)	
	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		
	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 to this Contract	(only app		

1. CONTRACT DETAILS

(1.1) Commencement Date:

The date of the last signature on this Order Form.

(1.2) Services Commencement Date (if applicable): N/A

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

The Charges for the Deliverables shall be as set out below:

Product Code	Product Name	Qty.	Unit	Unit Price (GBP)
BINz8.294.0001.B-N	Eight circles card, for dried blood spot collection	1	100 Cards	

The maximum value of the Goods that can be ordered under this Contract is Seventy-Two Thousand, Four Hundred and Ninety pounds (£72,490.00). The charges outlined in Table 1 shall remain fixed throughout year 1 Contract Term. The Charges in Table 1 shall be reviewed after the Year 1 of the contract.

As per National Microbiology Framework Schedule 6, 'Proposed framework price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date.' To note, there is no obligation for authority to spend full contract value.

The Contract Price excludes VAT at the applicable rate and any other taxes and delivery charges.

- 1.3.1. The Authority requires, and the Supplier shall provide, the products in Annex 1 within this Clause. The Authority reserves the right, at its sole discretion, to order the products in Annex 1 and will raise a purchase order, if required, of any amount up to the total amount during Contract Term
- 1.3.2. This contract comprises of the purchase of consumables for Dried Blood Spot BBCarV Service.
- 1.3.3 Only orders placed directly by the Authority are binding under this Contract.
- 1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).
- 1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.
- 1.3.6 In accordance with clause 2.6.1 of this Contract the Authority will send one or more unique purchase orders ("PO") for either the Premises and Locations initial requirements or their total requirements. For the avoidance of doubt, the aggregate PO values shall not exceed the maximum Contract Price.
- 1.3.7 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

- 1.3.8 The Supplier shall provide 1 (one) invoice per PO to the Authority for Goods delivered against the relevant PO.
- 1.3.9 All invoices must be sent to quoting a valid PO number.
- 1.3.10 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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.
- 1.3.11 In support of a valid invoice the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.
- 1.3.12 Any queries regarding an outstanding payment shall be directed to

(1.4) Term of Contract:

- 1.4.1 The Term shall commence on the date of last signature (the "Commencement Date") and the Expiry Date shall, unless terminated earlier, or extended in accordance with the terms and conditions of the Contract, be the 29th July 2027. (the "Term")
- 1.4.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than thirty (30) days' notice in writing.
- 1.4.3 Should the Authority terminate this Contract during the Term in accordance with Clause 10.1 of Appendix H, then there shall be no termination sum payable by the Authority to the Supplier.

(1.5) Term extension options:

The Authority may extend the Contract for a period of up to twelve (12) months, and at a similar budget by giving not less than ten (10) Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

Purchase of: Perforated Dried Blood Spot Card, specification set out in section 1.3 (Table 1).

- (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 following Premises and Locations as specified in the relevant PO.

Project 5657 Version 1.0 Page 5 of 10



- 2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.
- 2.2.3 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 Site Contact") at least 48 hours prior to shipping.
- 2.2.4 The Supplier shall provide the following data when notifying the Delivery Contact:
- · Supplier name;
- · Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).
- 2.2.5 The Delivery Site Contact will confirm, where applicable:
- · Booking reference number;
- · Date and time of delivery slot (where applicable); and
- · Delivery address.
- 2.2.6 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 agreed that the delivery has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.
- 2.2.6.1 The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- 2.2.6.2 The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract
- 2.2.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.
- 2.2.8 The Goods return conditions will be as follows:
- The Supplier is responsible for collecting the Goods.
- The Supplier is responsible for the costs of returning/collecting the Goods
- 2.2.9 Warranty:
- The Supplier shall provide a minimum of 12 (twelve) months warranty on all products which shall commence from the date of delivery.
- In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to requiring, and the Supplier shall: (a) refund of the price of such Goods; or (b) replacement Goods.

The Supplier shall carry out delivery within the ordinary working hours at the delivery location on the date specified.

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



(2.4) Performance standards:

- 2.4.1 The Supplier shall ensure the quality of goods conform and perform to the Specification, in compliance with ISO standards that apply.
- 2.4.2 Timely delivery of the Goods in accordance with section 2.5 below.
- 2.4.3 Proof of delivery of the Goods to be supplied with each invoice.
- 2.4.4 The Supplier will meet regularly with the Authority to resolve and discuss issues and usage of the items contained within the contract.
- 2.4.5 The Supplier will inform the Authority of any changes to the items within the contract, and replacement of included items, and any newly released or commercialised items suitable for usage by UKHSA.
- 2.4.6 The Supplier will respond to communications from the Authority in a timely fashion.

(2.5) Quality standards:

2.5.1 In the event that 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 3.6 of the Call-Off Terms and Conditions.

(2.5.5) Return Conditions:

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

- 2.5.5.1 The Supplier is responsible for collecting the Goods.
- 2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.
- 2.5.5.3 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 As stated in clause 1.3.6 of this Contract, during the Term the Authority shall issue POs for the requirements of the Premises and Locations and the Supplier shall deliver the required Goods within the Typical Lead Times. In the event the Supplier cannot fulfil the PO requirements then any proposed reduction in quantities to be delivered or delays shall be agreed with the Authority's Contract Manager.
- 2.6.2 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.

(2.7) Management information and meetings:

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The request for management information may include:

- Quality of delivery in accordance with the Contract
- 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)

3. CONFIDENTIAL INFORMATION (if applicable)

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

Pricing and Individual contact Information

(3.2) Duration that the information shall be deemed Confidential Information:

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

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

Not Applicable

For and on behalf of the Authority:

DocuSigned by:

Date Signed: 30th July 2025

For and on behalf of the Supplier:



Date Signed: 30/07/2025

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the goods to the locations set out in section 2.2 of the Order Form.
- 1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex 1 and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("the PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.
- 2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: and their agreed representative before being submitted for payment.
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

2.7 If you have a query regarding an outstanding payme	ent, please contact our Accounts
Payable section by email to:	

Annex B

ISO Accreditation

ISO 536

ISO 534

ISO 13485:2016

ISO 9001:2015

ISO 14001:2015

ISO 50001:2011