

**Appendix 1****National Microbiology Framework Agreement  
Order Form – C230027****FROM**

<b>Authority:</b>	UK Health Security Agency
<b>Invoice address:</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: <a href="mailto:payables@ukhsa.gov.uk">payables@ukhsa.gov.uk</a></p> <p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p>
<b>Contract Manager:</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Secondary Contact: eg. business operational contact, project manager</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Procurement lead</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Name and address for notices:</b>	<p>Name: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade. Canary Wharf. London. E14 4PU.</p>
<b>Internal reference (if applicable):</b>	<p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: <b>C230027</b></p>

**TO**

<b>Supplier:</b>	<p>Don Whitley Scientific Ltd.</p> <p>Company Number: 01342672</p>
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## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	<b>Registered Address:</b>  Victoria Works Victoria Street Bingley West Yorkshire England BD16 2NH
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address:  Victoria Works Victoria Street Bingley West Yorkshire England BD16 2NH

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	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))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	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))
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)
	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	
	5. Further Authority obligations	

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

6.	Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	
7.	Inclusion of a Change Control Process	<input type="checkbox"/>	
8.	Authority step-in rights	<input type="checkbox"/>	
9.	Guarantee	<input type="checkbox"/>	
10.	Termination for convenience	<input checked="" type="checkbox"/>	
11.	Pre-Acquisition Questionnaire	<input type="checkbox"/>	
12.	Time of the essence (Goods)	<input type="checkbox"/>	
13.	Time of the essence (Services)	<input type="checkbox"/>	
14.	Specific time periods for inspection	<input type="checkbox"/>	
15.	Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>	
16.	Right to terminate following a specified number of material breaches	<input type="checkbox"/>	
17.	Expert Determination	<input 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**

**(1.1) Commencement Date:** The Contract shall commence on the date of signature by the Authority.

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

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

1.3.1 The maximum value of the Goods as stated in clause 2 of this Order Form (**"the Goods"**) that can be ordered under this Contract is £ 278,665.42 (two hundred and seventy-eight thousand, six hundred and sixty-five pounds and forty-two pence) only (excluding VAT). (**the "Contract Price"**). Full details of the Contract Price is contained in Table 1 - Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

**Table 1 – Contract Price Breakdown**

**COPAN WASP Lab Picking Station**

Item	Qty	Price £
Virtual C-Tracer Software	2	
WASP Lab Picking Station	1	
3 hours Labour	3	

**COPAN WASP**

Item	Qty	Price £
COPAN WASP including: 1x Wasp Basic System V00900 1x Automatic Loop Change V00940 1x Sort out carousel V00911 1x Hepa Filter V00912 1x Bi-Directional LIS V00953	1	
Delivery, set up, implementation and training carried out with Copan trained engineers and application specialists.	1	

**(1.4) Term of Contract:**

- 1.4.1. This Contract shall commence on the Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2024 (the **"Term"**).
- 1.4.2. The Authority may terminate the Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 3 (three) months written notice.

**(1.5) Term extension options:**

Not applicable

**2. GOODS REQUIREMENTS****(2.1) Description of the Goods:**

The Supplier shall provide the Goods in accordance with Annex 2 – Specifications of the Goods **(the "Specifications")**.

The Goods:

- Virtual C-Tracer Software
- WASP Lab Picking Station
- COPAN WASP including:
  - 1x Wasp Basic System V00900
  - 1x Automatic Loop Change V00940
  - 1x Sort out carousel V00911
  - 1x Hepa Filter V00912
  - 1x Bi-Directional LIS V00953

**(2.2) Premises and Location(s) to which the Goods are to be delivered:**

The Goods shall be delivered by the Supplier in accordance with the Specifications and the following instructions:

a) The Goods shall be delivered by the Supplier to the Authority at the following addresses **(“Premises and Locations”)**.

UKHSA Manchester, Manchester Royal Infirmary,  
Oxford Road,  
Manchester,  
Greater Manchester  
M13 9WL

b) The current lead time for deliveries is sixteen (16) weeks.



c) All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the "**Secondary Contact**") at least 2 (two) Business Days prior to shipping:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

d) Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.

e) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

f) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods, has taken place.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

Not applicable.

**(2.5) Quality standards:**

2.5.1 Deliveries on the due date (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.

2.5.2 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.

2.5.3 Quality of delivery in accordance with this Contract, including delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use).

2.5.4 Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.

2.5.5 The Supplier shall ensure that the Goods shall perform to the standards detailed within the Contract Specification as set out at Annex 2 of this Contract.

2.5.6 Customer service- The Supplier shall respond to all queries submitted via email to sales@dwscientific.co.uk within 1 (one) Business Day of receipt.

**(2.6) Contract monitoring arrangements:**

2.5.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet biannually (or such other frequency as reasonably requested 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 Contract management meetings will be set up to monitor the following:

- a Issues – including quality and performance
- b Invoicing
- c Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
- d Any other relevant business related to the scope of the Goods

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

**3. CONFIDENTIAL INFORMATION (if applicable)****(3.1) The following information shall be deemed Confidential Information:**

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Staff.
- 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:**

N/A



<b>5. LEASE / LICENSE (if applicable)</b>
<b>(5.1) The Authority is granting the following lease or licence to the Supplier:</b>
N/A

<b>For and on behalf of the Authority:</b>	<b>For and on behalf of the Supplier:</b>
<div>DocuSigned by: </div>	<div>DocuSigned by: </div>
Date Signed:    11th December 2023	Date Signed:    11/12/2023

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Introduction**

- 1.1 Within 10 (ten) Business Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.
- 1.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.
- 1.3. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [REDACTED] or by telephone [REDACTED] between 09:00-17:00 during Business Days.

## **Annex 2- Specifications of the Goods**

### **WASPLab Processing Module**

- Must be a Copan WASPLab processing module.
- Must be compatible with existing WASPLab instruments and be scalable for future projects.
- Must be able to be networked into the existing data centre that runs the other lines.
- Must be able to integrate into a full line with double incubator and imaging module in the future.
- Must have a footprint of no more than 3.625 feet wide x 6.79 feet long x 6.33 feet high.
- Must be capable of culturing up to 700 urines in 8 hours.
- Must have Copan Web App user interface.
- Must be able to be interfaced with Epic Beaker via Data Innovations Instrument Manager.
- Must be able to provide CE, UL, CSA certification.
- Must be able to provide annual maintenance cover breakdowns (within 24 hours of machine breakdown) and pre planned maintenance.
- Must include installation, calibration and validation and installation qualification issued to the laboratory.
- Must have an emergency contact email address, telephone and webchat type support. An on-site engineer must be able to visit within one (1) day, if breakdown leads to downtime.
- The supplier must be capable of ensuring that upgrades can be made to the equipment, where necessary. For example, if upgrades are made to existing equipment in the laboratory, the supplier must ensure that the equipment they have provided remains functional, fit for purpose and compatible with other instruments working on the same lines.

### **WASPLab Picking Station**

- Must be a Copan WASPLab picking station.
- Must be compatible with existing WASPLab instruments.
- Must have a PC with a label printer and barcode scanner.
- Must have a PC monitor which is capable of ensuring that all images seen on all WASPLab monitors look the same.
- Must have a dock for Maldi target slides, which can allow data to be transferred from the WASPLab system to the Maldi system.
- Must have software which allows for full interaction with the WASPLab system and allows for data to be transferred via an interface between itself and other WASPLab equipment.