

**National Microbiology Framework Agreement
Order Form
Contract Reference No. C77339**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the "Authority")
Invoice address:	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	CRE ID OEM 3196

TO

Supplier:	Promega UK Ltd
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] Address: Promega UK Ltd, 2 Benham Road, Southampton Science Park, Chilworth, Hampshire, SO16 7QJ E-mail: [REDACTED]

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 checked="" 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	<div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <div><div>1. TUPE applies at the commencement of the provision of Services</div><div><input type="checkbox"/></div></div>	(only applicable if one or more boxes are checked)

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"/>
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 checked="" 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 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:** 1 April 2022**(1.2) Services Commencement Date (if applicable):**

1.2.1 The service for each asset listed at Appendix 1 shall be deemed to commence on 1 April 2022 and shall constitute **(the "Service Commencement Date")**.

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

1.3.1 The total contract value shall be twenty seven thousand nine hundred and forty pounds £27,940.00 (Excl. VAT) (the **"Total Contract Value"**). The Total Contract Value is the maximum value of services which can be ordered under this Contract.

1.3.2 The Total Contract Value comprises the services in use as at the Service Commencement date.

1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order that shall equal the Total Contract Value (the **"Purchase Order"**). The Purchase Order shall be for the maximum values and Services as specified below:

Current Owner of Asset	Date of Delivery	NHS Location	Asset	Serial Number	Service Level	Contract Start	Contract End	Cost
UKHSA	10/19/2020	North Cumbria Integrated Care NHS Foundation Trust	Maxwell RSC 48 System	20000762	Maxwell® RSC 48 Premier Service Agreement	01/04/2022	31/03/2023	
UKHSA	10/19/2020	Gateshead Health NHS Foundation Trust	Maxwell RSC 48 System	20000788	Maxwell® RSC 48 Premier Service Agreement	01/04/2022	31/03/2023	
UKHSA	10/19/2020	University Hospitals Coventry and Warwickshire NHS Trust	Maxwell RSC 48 System	20000790	Maxwell® RSC 48 Premier Service Agreement	01/04/2022	31/03/2023	
UKHSA	10/19/2020	North Tees and Hartlepool NHS Foundation Trust	Maxwell RSC 48 System	20000766	Maxwell® RSC 48 Premier Service Agreement	01/04/2022	31/03/2023	

1.3.4 For the avoidance of doubt the Authority is not committed to pay the Total Contract Value.

1.3.5 The Supplier shall provide monthly consolidated invoices in accordance with Section 2 of Annex A - Order Specific Key Provisions.

1.3.6 The Supplier may submit a monthly consolidated invoice to the Authority on receipt of the Purchase Order in accordance with the table below:

Monthly invoices which may be raised on the last day of the month	Value
April 2022	

May 2022		
June 2022		
July 2022		
August 2022		
September 2022		
October 2022		
November 2022		
December 2022		
January 2023		
February 2023		
March 2023		

1.3.7 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.8 The Purchase orders issued by the Authority in respect of this Contract do not form part of this Contract.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on 1 April 2022 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2023 (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 90 days’ written notice.

1.4.3 The Authority may at any time move equipment between laboratory sites, remove, substitute or add equipment to the contract.

1.4.4 The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days’ notice. Once notified the supplier will immediately suspend all costs associated with equipment designated as being no longer in use or as a maximum within 30 days of notification.

(1.5) Term extension options:

1.5.1 The Authority may give notice of its intention to extend the contract for the period 1 April 2023 to 31 March 2024, or such shorter period as the Authority may specify in the notice, (the “**Extension Period**”) by giving the Supplier written notice no later than 31 January 2023.

1.5.2 The Authority shall, no later than 31 January 2023 provide the Supplier with details of its requirements for service, maintenance, repairs and training during the Extension Period (the “**Extension Requirements**”).

- 1.5.3 The Supplier shall, no later than 10 working days after receiving the Extension Requirements provide its proposals to provide the Extension Requirements. In preparing the proposals, the Supplier may not increase the unit prices set out in the quotation attached at Appendices 1.
- 1.5.4 The Parties shall, acting reasonably and in good faith, discuss and agree the terms on which the Supplier will meet the Extension Requirements during the Extension Period. These terms shall be incorporated into this contract by way of variation.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

- 2.1.1 This contract covers the service and maintenance of equipment utilised for testing, installed as part of the Authority's program of equipment installations. The services and their location are detailed at Appendix 1.
- 2.1.2 The Supplier shall provide the Services for such equipment from the service commencement date until the end for the Term.
- 2.1.3 The Supplier shall provide support as specified in Appendix 2. In the event of any conflict between Appendix 2 and the other terms of this Contract the other terms of this Contract shall take precedence.
- 2.1.4 The Supplier shall maintain an asset register of all equipment in respect of which the Support Services will be provided and provide in time for the meeting a monthly report as per Clause 2.7 of this Order Form to the Authority for all maintenance and repairs carried out on each site. The Asset Register will be updated by mutual agreement of the Parties by the addition and removal of equipment. The Parties shall review the Asset Register for accuracy no less often than once per month.

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

- 2.2.1 The Supplier shall deliver the Support Services to the locations specified at Appendix 1, or such other location as the Authority specifies from time to time.
- 2.2.2 The Authority may, at any time by giving 10 day's notice to the Supplier to add or remove instruments, and add or remove locations, set out in Appendix 1 to the scope of this contract and the charges shall change in proportion to such equipment changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced, as applicable to reflect the amended scope set out in the notice.
- 2.2.3 If any assets transfer to the NHS during the period of the Contract the remaining maintenance period will be included in the asset transfer agreements.

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

Contact Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

The Supplier shall deliver the Support Services to the standard set out in Appendix 2.

(2.5) Quality standards:

The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and the Supplier Contract Manager shall meet Monthly and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

(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 request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

2.7.2 On a monthly basis the Supplier will provide a MI report that includes:

- List of current equipment 'Asset Register'
- Schedule of the equipment for Planned Maintenance in the forthcoming month
- Schedule of the completed equipment Planned Maintenance
- Number of service call outs received with reference to associated equipment serial number
- Downtime Notice requests received
- Resolution Time Limit achievement rate
- Details of callouts by location, including root cause analysis.

2.7.3 The Supplier shall maintain an Asset Register of all instruments in respect of which the services will be provided and provide a monthly report to the Authority of all maintenance and repairs carried out on each site. The Asset Register will be updated by mutual agreement of the Parties by the addition and removal of instruments. The Parties shall review the Asset Register for accuracy no less often than once per month.

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

- 3.1.1 Supplier pricing.
- 3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- 3.1.3 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:

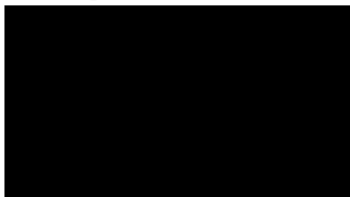
In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

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

N/A

Signature:



For and on behalf of the Authority

Name:

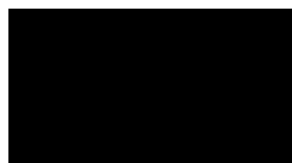


Job title:



Date: 24 May 2022

Signature:



For and on behalf of the Supplier

Name:



Job title:



Date: 5/24/2022

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the support services to the locations set out in Appendix 1 – Goods Information, Location and Pricing, and Appendix 2 – Service Plan.
- 1.2. The Supplier will ensure that provision of service support is made in accordance with the terms of this Order Form including Annex A, Appendix 1, Appendix 2 and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid monthly 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 ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month. Invoice address: UK Health Security Agency, Windsor House, 50 Victoria Street, London SW1H 0TL. VAT Registration Number 888 851 648.
- 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: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) 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 payment, please contact our Accounts Payable section by email to: [REDACTED]

Appendix 1

Goods Information, Location and Pricing

Promega

Current Owner of Asset	Date of Delivery	NHS Location	Asset	Serial Number	Service Level	Contract Start	Contract End	Cost
UKHSA	10/19/2020	North Cumbria Integrated Care NHS Foundation Trust	Maxwell RSC 48 System	20000762	Maxwell® RSC 48 Premier Service Agreement	01/04/2022	31/03/2023	
UKHSA	10/19/2020	Gateshead Health NHS Foundation Trust	Maxwell RSC 48 System	20000788	Maxwell® RSC 48 Premier Service Agreement	01/04/2022	31/03/2023	
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Appendix 2 Service Plan



Get the most out of your Maxwell® RSC 48
Promega Service and Support Options

Service Options

One less thing to worry about

We know you are busy. That's why you needed a Maxwell® RSC 48 in the first place. Your job is maximising productivity in your lab, and we are here to help keep your Maxwell® RSC 48 running smoothly. With our comprehensive menu of service and support options you have one less thing to worry about. Promega helps ensure that your equipment is working properly and is ready when you need it. Depending on your requirements, we can provide service repairs, loan instruments or field repair at your site. We have options that maximise uptime for demanding environments with loan instruments shipped within 24 hours (where available).

Manage your budget

Cost management is critical to the ongoing success of your lab. Unexpected repair costs can wreak havoc with your budget. Promega service and support programmes help you control costs and avoid the risk of expensive repair fees. When properly maintained, the Maxwell® RSC 48 will operate for years. A Promega service programme assures that your equipment is well maintained, and your investment protected. Our Premier Service Agreements include Preventive Maintenance (PM) visits to minimise repairs as your system ages. The PM is also available separately.

Expert support is only a phone call away

Along with system maintenance and repair, our service department employs expert scientists (most of them with PhD or Masters degrees) available to assist you with application questions. During the system warranty period, as with all service agreements, you have access to this expert help. Our technicians are trained extensively on Maxwell® technologies and understand the environment in which you use your Maxwell® RSC 48.

Warranty Options

Two Maxwell® warranty levels allow you to customise your support solution

The Standard Warranty, included in the system price, covers all parts, labour and shipping to and from our service location. If you no longer have your Maxwell® RSC 48 shipping carton; we will provide you with a box for shipment of the instrument back to our service technicians. We will repair it and return it to you performing to original factory specifications. If uptime is critical, our **Premium Warranty** provides you with a loan instrument within 1-2 business days.

Warranty Benefit	Standard	Premier (SA1351)
Period	1 Year	1 Year
Parts and Labour	Yes	Yes
Shipping	Yes	Yes
Loan Instrument*	No	Yes, 1-2 business days**
Annual Preventative Maintenance	No	Yes, after 12 months of use

*Loan instrument may either be an RSC or RSC 48 (depending on availability)

**Where available or in-field service technician visit

Continued on the back



Service Agreement Options

Service Agreements protect your instrument for the long term

After the warranty period is over, you can continue to receive the same comprehensive service and support from Promega as you did when your system was under warranty. **The Standard Service Agreement** covers all parts, labour and shipping to and from our service location. If your Maxwell® RSC 48 needs repair, we will provide a box for shipment of the instrument back to our service facility. We will repair it and return it performing to original factory specifications.

Our **Premier Service Agreement** provides maximum flexibility and uptime. You can utilise our service repairs and receive a loan instrument in 1-2 business days or you can elect to have one of our service technicians come into your lab to fix your system onsite. Additionally, the Premier Service Agreement includes one annual preventive maintenance visit per year.

Warranty Benefit	Standard (SA1352)	Premier (SA1353)
Period	Renewable Annually	Renewable Annually
Parts and Labour	Yes	Yes
Shipping	Yes	Yes
Loan Instrument*	No	Yes, 1-2 business days**
Annual Preventative Maintenance	No	Yes, 1 per 12 months

*Loan instrument may either be an RSC or RSC 48 (depending on availability)

**Where available or in-field service technician visit.

Preventive Maintenance

In order to keep the system operating at peak performance, Promega recommends that Maxwell RSC 48 instruments receive a Preventive Maintenance (SA1356) check after 12 months of use. During this procedure, our qualified service personnel test the instrument, check parts for wear and tear, recommending repairs as needed. Additionally, the system alignment is checked and performance is verified. For Preventive Maintenance to be carried out, instruments are normally returned to our service department.

Additional offerings

If service agreements are not part of your approach to instrument maintenance, Promega offers a pay-as-you-go approach to servicing and repair at our service department. Simply contact us and we will make arrangements to take care of your Maxwell RSC 48.

Promega also offers on-site training for your laboratory personnel. We can send a trained Maxwell® applications specialist to your facility to train new employees or as part of your lab's certification or installation procedures. Contact us and we can work together to customise a training programme for your lab.

Ordering Information

Product	Cat.#
Premier Warranty	SA1351
Standard Service Agreement	SA1352
Premier Service Agreement	SA1353
Preventive Maintenance	SA1356

Maxwell is a registered trademark of Promega Corporation.



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