

National Microbiology Framework Agreement Order Form Contract

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: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. VAT No: [REDACTED] Email: [REDACTED]
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Scientific and Technical Services Manager Name: [REDACTED] Email: [REDACTED]
Procurement lead	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London SW1P 3HX
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London SW1P 3HX E-mail: [REDACTED]

TO

Supplier:	LIFE TECHNOLOGIES LTD 3 Fountain Drive, Inchinnan Business Park, Paisley Scotland United Kingdom PA4 9RF (the " Supplier ") Registered in England no. SC083107
Account Manager, Contract Manager & Name and address for notices:	Name: [REDACTED] Job Title: District Sales Manager Address: 3 Fountain Drive, Inchinnan Business Park, Paisley PA4 9RF,

	United Kingdom E-mail: [REDACTED] Phone: [REDACTED]
Secondary Contact:	N/A

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	N/A
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	N/A
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	N/A
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	N/A
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	N/A
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	N/A
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	<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"/>	
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	x	
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	x	
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	X	
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.		X

1. CONTRACT DETAILS**1.1 Commencement Date:**

12/12/2022

1.2 Services Commencement Date (if applicable):

N/A

1.3 Contract Price:

The maximum value of the Goods that can be ordered under this Contract is excluding VAT and is inclusive of freight and delivery charges to the Authority's nominated Premises and Locations stated within section 2.2 below, or such other location as the Authority informs the Supplier from time to time (the "**Contract Price**"). Full details of the Contract Price and maximum requirements are contained in the Table 1a in Clause 1.3.1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.1 Contract Price breakdown:

The Authority requires, and the Supplier shall provide, the products in **Table 1a** within this Clause. The Authority reserves the right, at its sole discretion, to order the products in Table 1a (Maximum Requirements) below and will raise a purchase order, if required, of any amount up to the total amount during Contract Term.

For avoidance of doubt, the Authority is not committed to order the Goods as listed in the **Table 1a**

Table 1a

Item No	SKU	Description	Qty	Net Price
1	AMF7000	EVOS M7000 MICROSCOPE ONE The EVOS M7000 Imaging System includes: EVOS M7000 Imaging System (AMF7000) 23 Dell color monitor Dell Precision 3650 Tower (510544) EVOS M7000 Accessory Kit EVOS M7000 Quick Start Guide EVOS calibration slide (AMEP4720) Vessel holder with retention for two slides (AMEPVH021) Vessel holder with retention for microwell plates (AMEPVH022) Block condenser slider (AMEP4688) Diffuser condenser slider for brightfield applications (AMEPDFS1) Slider for 4X objectives (AMEP4738) On-site installation Limited Warranty: One year from installation for parts, labour and service travel pursuant to the terms of the Thermo Fisher standard limited warranty provisions One year parts and labour (as provided in Thermo Fisher written limited warranty statement and accompanying terms in the user manual or other product documentation) *Note that three (3) country-specific power cords must be ordered separately in regions not using the Type B (North American) power plug	1	
2	AMEP4645	POWER CORD - UK, EVOS FL/ XL EACH	3	
3	A31921	SMARTSTART FULL DAY EVOS EACH	1	
4	AMEP4980	OBJ FL 4X LWDPH 0.13NA/ 10.58WD EACH	1	

5	AMEP4981	OBJ FL 10X LWDPH 0.30NA/ 7.13WD EACH	1	
6	AMEP4982	OBJ FL 20X LWDPH 0.45NA/ 6.12WD EACH	1	
7	AMEP4950	EVOS LIGHT CUBE, DAPI 2.0 ONE	1	
8	AMEP4955	EVOS LIGHT CUBE, TEXAS RED 2.0 ONE	1	
9	AMEP4951	EVOS LIGHT CUBE, GFP 2.0 ONE	1	

Total ex VAT: £49,968.39

1.3.2 The unit price of the products listed in **Table 1a** above is agreed to be used at the time of purchase. The Supplier shall apply the Price in the table above for POs raised from Contract Commencement Date.

1.4. Contract Price payment profile

1.4.1 Payment terms are net 30 days from receipt of a valid invoice.

1.4.2 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 for their total requirements.

1.4.3 Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

1.4.5 All invoices must be sent to [REDACTED] quoting a valid PO number.

1.4.6 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.

1.4.7 In support of a valid invoice the Supplier shall provide to the Authority a certificate of quality for the Goods together with 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.

1.4.8 Any queries regarding an outstanding payment shall be directed to [REDACTED]

1.4.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 (five) Business Days’ notice. The parties shall be responsible for their own expenses or costs that occur as part of any of these audits.

1.5 Term of Contract:

1.5.1 This Contract shall commence on **12 December 2022 (“Commencement Date”)** and shall, subject to this Clause 1.5 and unless terminated earlier in accordance with its terms, expire on **28 February 2023 (the “Term”)**.

1.5.2 The Authority may terminate this Contract for convenience at any time, in whole or in part, during the Term pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority issues, in writing, a Termination Notice at least 30 (thirty) days in advance.

1.5.3 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.

2. GOODS AND/OR SERVICES REQUIREMENTS

2.1 Description of the Goods / Services:


2.1.1 The specifications of the Goods ("**Specifications**") are as follows:

The microscope must:

- Read slides, 6, 12, 24 and 96 well plates
- Brightfield detection with phase contrast
- Fluorescence detection with the following requirements
 - DAPI, GFP and Texas red filters for multi-channel imaging
 - Optional fourth filter slot to expand capabilities as projects develop
- Minimum of 3 objectives for core delivery work and potential to expand to 5 for bespoke custom projects that will fund additional objectives as required by the project
- Compatible with on-stage incubation platforms for live cell imaging
- Automated stage for multi-well scanning
- Automated stage for defined area scanning with stitching and/or Z-stacking
- Compatible with windows 10

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

2.2.1 The Supplier shall deliver the Goods to the required Premises and Locations as specified in the relevant PO. The Authority's authorised site contact ("**Site Contact**") details and address for the Premises and Locations are as detailed below:

Site	Site Contact(s)	Address
UKHSA Porton Down		UKHSA Porton Main stores Manor Farm Rd Porton Down Salisbury SP4 0JG

2.2.2 All planned deliveries need to be pre-advised to the Authority's relevant Site Contact stated in clause 2.2.1 above at least 48 hours prior to shipping.

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

- (a) Supplier name;
- (b) Authority's PO number;
- (c) Item reference, Supplier's part code, description, quantity, batch number, storage requirements and barcode;
- (d) Item / pallet / carton reference for multi-pallet / carton shipments; and
- (e) Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.4 The Site Contact will confirm, where applicable:

- (a) Booking reference number;

- (b) Date and time of delivery slot (where applicable); and
- (c) Delivery address.

2.2.5 Delivery of the Goods shall be considered to have occurred when the Site Contact or other authorised representative of the Authority at the Authority's relevant Premises and Locations has signed the delivery note confirming receipt.

2.2.6 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.

2.2.7 The Goods return conditions will be as follows:

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

2.2.8 Warranty:

- (a) The Supplier shall provide a minimum of 12 (twelve) months warranty on all products which shall commence from the date of delivery.
- (b) 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.

2.3 Key personnel of the Supplier to be involved in the supply of the Goods:

Name: [REDACTED]

Job Title: Technical Sales Specialist – Imaging and Detection

Address:

Thermo Fisher Scientific
102 Fountain Crescent,
Inchinnan Business Park
Paisley,
PA4 9RF
Scotland,
UK

E-mail: [REDACTED]

2.4 Performance standards:

Supplier:

- Timely delivery of the Goods in accordance with Clause 2.6 of this Order Form.
- Quality of Goods i.e. Goods to meet Specifications as stated in section 2.1 above.
- Compliant invoices are issued to the Authority in accordance with clause 1.4 of this Order Form in a timely manner.

Authority

- Payment of compliant invoices in accordance with clause 1.4 of this Order Form.

2.5 Quality standards:

The Supplier shall maintain the following ISO accreditations throughout the Term of the Contract:

- Standards defined in

2.6 Contract monitoring arrangements:

2.6.1 As stated in clause 1.4.2. 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 as stated in clause 2.1.1, Table 1 above or earlier. 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.

2.6.3 Upon request, as stated in clause 2.7 the Authority, will hold a meeting with the Supplier to discuss the Contract.

(2.7) Management information and meetings:

2.7.1 The Supplier shall attend such other ad hoc formal and informal meetings as maybe requested by the Authority from time to time.

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:

Refer to Appendix A, Schedule 3 Information and Data Provisions of the Framework Agreement.

4. DATA PROCESSING (if applicable)

4.1 Personal Data to be processed by the Supplier:

The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

5. LEASE / LICENSE (if applicable)

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

Not applicable.

<div>Signed for and on behalf of the Authority</div> <div><div>DocuSigned by:</div><div></div></div> <div>Full Name: <div></div></div> <div>Job Title/Role: Commercial Lead</div> <div>Date Signed: 14/12/2022</div>	<div>Signed for and on behalf of the Supplier</div> <div><div>DocuSigned by:</div><div></div></div> <div>Full Name: <div></div></div> <div>Job Title/Role: Manager, Customer Care</div> <div>Date Signed: 14/12/2022</div>
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Annex A - Order Specific Key Provisions

N/A

Annex B

N/A

Annex C – Management Information Report Template

N/A