

Appendix 1

National Microbiology Framework Agreement Order Form Contract [REDACTED] SPT Labtech Ltd

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	Category Lead Name: [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London SW1P E-mail: [REDACTED]
Internal reference (if applicable):	[REDACTED]

TO

Supplier:	SPT Labtech Ltd, Melbourn Science Park, Melbourn, Royston, Herts, SG8 6HB (the "Supplier")
Account Manager, Contract Manager & Name and address for notices:	Name: [REDACTED] Address: SPT Labtech Ltd, Melbourn Science Park, Royston, Herts, SG8 6HN E-mail: [REDACTED] Phone: +44 (0) [REDACTED]

Secondary Contact:	Name: [REDACTED] Address: SPT Labtech Ltd, Melbourn Science Park, Royston, Herts, SG8 6HN E-mail: [REDACTED] Phone: [REDACTED]
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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	<div><input type="checkbox"/></div> <div>(only applicable if this box is checked)</div>
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<div><input type="checkbox"/></div> <div>(only applicable if this box is checked)</div>
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<div><input type="checkbox"/></div> <div>(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))</div>
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<div><input type="checkbox"/></div> <div>(only applicable if this box is checked)</div>
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<div><input type="checkbox"/></div> <div>(only applicable if this box is checked)</div>
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<div><input type="checkbox"/></div> <div>(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))</div>
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>	<div>(only applicable if one or more boxes are checked)</div>

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	x	
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	x	
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	x	
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: 22nd December 2021						
(1.2) Services Commencement Date (if applicable): NA						
(1.3) Contract Price ((i) breakdown and (ii) payment profile):						
1.3.1 The total contract value shall be five hundred and seventy eight thousand, six hundred and fifty four pounds zero pence (£578,654.00) (Excl. VAT) (the "Total Contract Value")						
1.3.2 This comprises of the following products (the "Goods"):						
Table 1						
QTY	PART #	DESCRIPTION	LIST PRICE	NET PRICE	DISC	TOTAL
152		dragonfly® discovery Sterile, Ultra Low Retention Syringes (Pack 100 w/Plungers)				
237		dragonfly® discovery Sterile 6-Way Pumped AFR (Pack of 10)				
6		dragonfly® discovery Sterile LDV Reservoirs (Pack of 25)				
Shipping for the above products will be						
1.3.3 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.						
1.3.4 The Supplier may invoice following delivery of the Goods and receipt of the Purchase Order.						
1.3.5 See Appendix 1 (Goods Information and Pricing) for details of the Goods to be delivered.						
1.3.6 Payment terms are net 30 days in arrears from date of valid invoice.						
1.3.7 The Supplier shall comply with and associated terms see Section 2 of Annex A - Order Specific Key Provisions						
1.3.8 Any purchase order issued by the Authority in respect of this Agreement does not form part of this Agreement.						
(1.4) Term of Contract:						
1.4.1 This Contract shall commence on (the 23rd December 2021 (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2022 (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.						

(1.5) Term extension options:

- 1.5.1 The Authority may give notice of its intention to extend the contract for the period 1 April 2022 to 31 March 2023, 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 2022.
- 1.5.2 The Authority shall, no later than 31st March 2022 provide the Supplier with details of its forecast of the requirements for goods 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 Appendix 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.

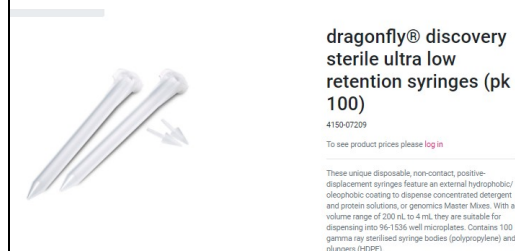
2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the “**Specification**”) is as follows:

Part no [REDACTED]

152 x Dragonfly discovery Sterile, Ultra Low Retention Syringes (Pack 100 w/plungers)



Part no [REDACTED]

237 x Dragonfly discovery Sterile 6-Way Pumped AFR (Pack of 10)



Part no [REDACTED]

6 x Dragonfly discovery Sterile LDV Reservoirs (Pack of 25)



(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 Rosalind Franklin Laboratory, Harrison Way, Leamington Spa. CV31 3AR, or such other location as the Authority specifies from time to time.

2.2.2 The Supplier will inform Inbound Deliveries at [REDACTED] (the “**Delivery Contact**”) of estimated or confirmed delivery date. All planned deliveries shall be pre-advised by the Supplier to the Delivery Contact at least 48 hours prior to shipping

2.2.3 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
- 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 Delivery Contact will confirm:

- Booking reference number;
- Date and time of delivery slot (where applicable); and
- Delivery address.

2.2.5 All Goods shall be labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

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 signed the delivery note confirming receipt.

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

2.2.8 The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery utilising the delivery process set out in this Clause 5.

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

Name: [REDACTED]

Address: SPT Labtech, Melbourn Science Park, Melbourn, Hertfordshire, SG8 6HB

E-mail: [REDACTED]

Phone: +44 [REDACTED]

Name: [REDACTED]

Address: SPT Labtech, Melbourn Science Park, Melbourn, Hertfordshire, SG8 6HB

E-mail: [REDACTED]

Phone: [REDACTED]

(2.4) Performance standards:

- Timely delivery of the Goods in accordance with section 2.6 below.
- Quality of Goods i.e. Goods to meet Specification as stated in section 2.1 above.
- Proof of delivery to be supplied with each monthly consolidated invoice.

(2.5) Quality standards:

The Supplier shall provide the Goods to the level set out in the Specification, and to good industry standard.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and the Supplier Contract Manager shall meet as and when required 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:

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 requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

The Supplier shall attend ad hoc formal and informal meetings should they be requested at the discretion of the Authority.

Performance and key performance indicators to be reported by the Supplier include:

- Quality of goods in line with Specification.
- Compliance to processes including but not limited to delivery schedules and invoicing.
- Overview of any innovation, product performance/enhancement, service redesign and horizon plans.
- Supplier input/issues on Contract performance.

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:

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.

Signature:



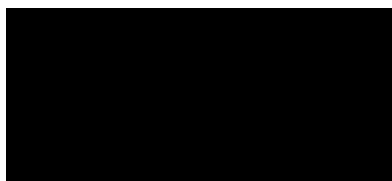
For and on behalf of the Authority

Name: 


Job title: Deputy Director, Commercial

Date: 22 December 2021

Signature:



For and on behalf of the

Supplier Name: 

Job title: Group CEO

Date: 23/12/2021

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the services to the location set out in Section 2.2 of this order form.
- 1.2. The Supplier will ensure that Goods provided are made in accordance with the terms of this Order Form including Annex A, Appendix 1 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.
- 2.4. The Supplier shall send all invoices for approval and shall 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. The Supplier shall provide compliant invoices that include 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. In support of the Goods delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.
- 2.8. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]
- 2.9. The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

3. Warranty:

- 3.1. The Supplier warrants the Goods shall be fit for purpose and shall conform to the Specification for not less than six (6) months commencing from the date of delivery.
- 3.2. 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 of the

Call-Off Terms and Conditions.

4. Returns Process

- 4.1. The Return Conditions will be as follows:
 - 4.1.1. The Supplier is responsible for collecting the Goods.
 - 4.1.2. The Supplier is responsible for the costs of returning/collecting the Goods.
 - 4.1.3. 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

5. Title in the Goods

- 5.1. Title in the Goods shall pass to the Authority on the earlier of (i) the Authority's payment of the relevant invoice covering the goods in accordance with clause 3 above; or (ii) the Supplier's delivery of the Goods to the Authority

6. Financial Monitoring

- 6.1. The Authority shall be entitled to request, and the Supplier shall provide:
- 6.2. Update quarterly financial report of the Supplier business and
- 6.3. Provide any update published financial reports from the date of the contract.

Appendix 1

Supplier Quotation



Quote

Date of Issue: 30 Nov 2021

SPT Labtech Ltd, Melbourn Science Park, Melbourn, Royston, Herts SG8 6HB, UK
Phone: +44 1223 627 555
Email: consumables@sptlabtech.com

Company
Department of Health & Social Care (DoHSC)

Contact

Billing Address
Department of Health & Social Care (DoHSC)
39 Victoria Street
London
United Kingdom
London
United Kingdom
SW1H 0EU

Shipping Address
Department of Health & Social Care (DoHSC)
39 Victoria Street
London
United Kingdom
SW1H 0EU

Payment Terms
Net 30

Shipping Terms
DDP - (Delivered Duty Paid)

Expiry Date
14 Jan 2022 This quotation is valid for 45 days

Prepared by
Andy Koranteng (andy.koranteng@sptlabtech.com)

Shipping is [REDACTED] for each order or each "call off" order.

QTY	PART #	DESCRIPTION	LIST PRICE	NET PRICE	DISC	TOTAL
152	[REDACTED]	dragonfly® discovery Sterile, Ultra Low Retention Syringes (Pack 100 w/Plungers)	[REDACTED]			
237	[REDACTED]	dragonfly® discovery Sterile 6-Way Pumped AFR (Pack of 10)				
6	[REDACTED]	dragonfly® discovery Sterile LDV Reservoirs (Pack of 25)				

Shipping for Above Items

Subtotal

Conditional Discount*

GRAND TOTAL **GBP 578,654.00**