

**National Microbiology Framework Agreement**  
**Order Form**  
**Reference C104514**

**FROM**

<b>Authority:</b>	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 <b>"Authority"</b> ).
<b>Invoice address:</b>	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: business operational contact/project manager</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email: [REDACTED]  Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
<b>Internal reference (if applicable):</b>	CRE ID 3977

**TO:**

<b>Supplier:</b>	Hamilton UK Ltd, Unit 1 Forge Mills Park Station Road, Coleshill, Birmingham, B46 1JH (the <b>"Supplier"</b> )
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<b>Contract Manager:</b>	Name: [REDACTED] Telephone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Telephone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Telephone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: Unit 1 Forge Mills Park Station Road, Coleshill, Birmingham, B46 1JH E-mail: [REDACTED]

**Applicable terms and conditions**

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

<b>Appendix A</b>	<b>Call-off Terms and Conditions for the Supply of Goods and the Provision of Services</b>	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" 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	<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	<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"/>	

**1. CONTRACT DETAILS****(1.1) Commencement Date:** 17 August 2022**(1.2) Services Commencement Date (if applicable):**

1.2.1 The service for each instrument listed at Appendix 1 (the “Assets”) shall be deemed to have commenced on 17 August 2022 and constitute the “Service Commencement Date”.

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

1.3.1 The total contract value shall be forty four thousand, three hundred and fifty five pounds and seventy seven pence (£44,355.77) (Excl. VAT) (the “Total Contract Value”). This contract covers the period 17 August 2022 to 31 March 2023.

1.3.2 The Total Contract Value is the maximum value of services which can be ordered under this Contract.

1.3.3 The addresses for the sites to which services are to be delivered are as follows::

Site	Address
CAMBRIDGE	UKHSA Cambridge Box 236 Cambridge University Hospitals NHS Foundation Trust Cambridge Biomedical Campus Hills Road Cambridge CB2 0QQ
COLINDALE (Genomics)	UKHSA, 61 Colindale Avenue London
COLINDALE (Respiratory Virus Unit)	NW9 5EQ
MANCHESTER	UKHSA Manchester Manchester Medical Microbiology Partnership Clinical Sciences Buildings Manchester University NHS Foundation Trust Oxford Road, Manchester, M13 9WL

1.3.4 The Total Contract Value comprises the services to be delivered in respect of the Assets in use across the sites listed under above paragraph 1.3.3 as at the Commencement date detailed in the table below and at Appendix 1. Appendix 2 details the service and maintenance regime (the “Services”).

1.3.5 Following execution of this Contract, the Authority shall submit to the Supplier four (4) Purchase Orders, one per UKHSA site location. Each Purchase Order will be raised for the value shown below. The four Purchase Orders raised shall, in cumulative value, equal the Total Contract Value of £44,355.77. Individual Purchase Orders shall be the maximum value for the specified Services at that specified site.

PO	Location	PO value
1	Colindale (RVU)	
2	Colindale (Genomics)	
3	Cambridge	
4	Manchester	

1.3.6 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value or individual Purchase Order values.

1.3.7 Subject to Annex A of this Order Form, the Supplier may submit a consolidated invoice, on a 2 monthly basis, to the Authority on receipt of the Purchase Orders in accordance with the table below:

5th	1st	
September '22	November '22	1st January '23

**Colindale (RVU)**  
**Colindale**  
**(Genomics)**  
**Cambridge**  
**Manchester**

**Total**

**£44,355.77**

1.3.8 The Supplier shall provide consolidated invoices every two months in accordance with Section 2 of Annex A - Order Specific Key Provisions

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

1.3.10 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

1.3.11 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 17 August 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.

**(1.5) 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, to be no less than 6 months, as the Authority may specify in the notice, (the **"Extension Period"**) by giving the Supplier written notice no later than 28 February 2023.
- 1.5.2 The Authority shall, no later than 28 February 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 confirm its agreement to provide the Extension Requirements. In preparing the proposals, the Supplier may not increase the unit prices set out in Appendices 1 and 2 by more than a maximum limit of 5% and any potential increase is to be discussed and agreed with the Authority.

**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

The specification of the Services (the **"Specification"**) is as set out in this Clause 2.1.

- 2.1.1 This contract covers the service and maintenance of the Authority Assets, being equipment utilised for testing, installed as part of the Authority's program of equipment installations. The Services are detailed below and in Appendix 2.
- 2.1.2 The Supplier shall provide the Services for such equipment from the service commencement date until the end for the Term(s).
- 2.1.3 This Order Form covers Assets. Individual equipment sites and locations as detailed in Appendix 1.
- 2.1.4 For such Assets, the Supplier shall provide the Service Level as detailed at Appendix 2.
- 2.1.5 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 Services are to be provided:**

- 2.2.1 The Supplier shall deliver the support services to the sites listed in Appendix 1 or such other location as the Authority specifies from time to time.
- 2.2.2 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.
- 2.2.3 The Authority may, at any time by giving 1 months' notice to the Supplier add or remove equipment, and add or remove locations, set out in the tables above 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.

2.2.4 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. Upon notification from the Authority the Supplier shall immediately suspend all costs related to, or arising from, such equipment to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such equipment whatsoever or however arising after 30 days of notification and immediate suspension. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.

2.2.5 If any assets transfer to the NHS during the Term, the remaining maintenance period will be included in the asset transfer agreement/s. The Supplier shall enter into any novation agreement reasonably considered necessary by the Authority to effect or facilitate such asset transfer.

2.2.6 All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.7 Primary delivery contact: Business Operational [REDACTED]

E-mail: [REDACTED]

2.2.8 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;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.9 The Delivery Contact will confirm:

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

2.2.10 Delivery of the Goods/Services 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 service / maintenance recording sheet.

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

Name: [REDACTED]

Address: Unit 1 Forge Mills Park Station Road, Coleshill, Birmingham, B46 1JH

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Services to be supplied with each consolidated invoice.

**(2.5) Quality standards:**

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications, or where applicable, the upgraded and latest specifications as sold/upgraded by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall meet Monthly (or such other frequency as reasonably requested by the Authority) 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.

**(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 Performance and key performance indicators to be reported by the Supplier on a monthly basis include:

1. List of current equipment (the "**Asset Register**");
2. Schedule of the equipment for Planned Maintenance in the forthcoming month;
3. Schedule of the completed equipment planned maintenance;
4. Number of service call outs received with reference to associated equipment serial number;
5. Equipment performance reviewed including levels of equipment break down;
6. Review of time to fix rate resolution
7. Details of callouts by location, including root cause analysis; and
8. Repairs carried out at each site.

**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:**

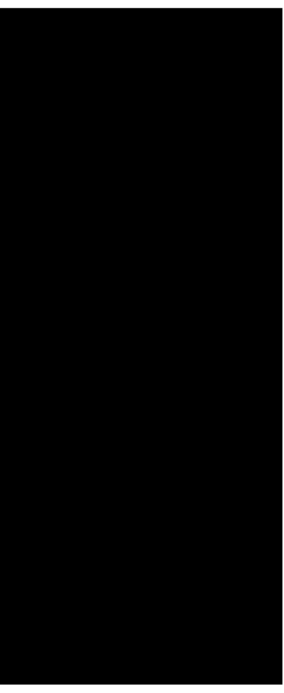
N/A

**Signature for and on behalf of the Authority:**



Date Signed: 6th October 2022

**Signature for and on behalf of the Supplier:**



Date Signed: 6th October, 2022

## **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 the provisions of service support are made in accordance with the terms of this Order Form including this Annex A, Appendices 1, and 2 hereto, 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 invoice, once every two months, commencing 5<sup>th</sup> September 2022 to the Authority for all Services received and accepted by the Authority.
- 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 Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

**Appendix 1 - List of sites, equipment, serial numbers contract period and costs**

Each named asset shall receive 'Premium Plus' service and maintenance cover. The details of the 'Premium Plus' service level is summarised under appendix 2

Serial No	Item Description	Location	Price	Contract Level	Cover Start	Cover End
298E	STARlet 8/96	Colindale		Premium Plus	05/09/2022	31/03/2023
401G	STAR 8 ML	Cambridge		Premium Plus	05/09/2022	31/03/2023
592H	STAR 8/96 AL	Manchester		Premium Plus	18/08/2022	31/03/2023
593H	STAR 8/96 AL	Colindale		Premium Plus	12/10/2022	31/03/2023
600H	STAR 8/96 AL	Manchester		Premium Plus	23/08/2022	31/03/2023

## Appendix 2 – details of cover provided

Pertaining to the type of cover detailed for each asset within the table at appendix 1, the following service levels will apply:

Coverage	Premium Plus
2 preventive maintenance visits and 2 verifications per year (incl. reagents and CORE-O-Rings)	✓
Free telephone support for technical service	✓
Prioritized reaction times	✓
Software updates (within a version)	✓
Work and travel costs discount for service call-outs	100%
Replacement parts discount for service call-outs	100%
✚ Reaction times in case of device malfunction:	
Call back (hours)	3
Target reaction time on site after receipt (hours)	24
Guaranteed reaction time on site after receipt (hours)	48