

**National Microbiology Framework Agreement
Order Form
Reference C365656
Hologic Ltd**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU (the "Authority").
Invoice address:	Post: The UK Health Security Agency, UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contacts: business operational contact/project manager	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU

Internal reference (if applicable):	W169533
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TO:

Supplier:	Hologic Ltd, Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ, United Kingdom (the “Supplier”)
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact:	[REDACTED] [REDACTED]
Account Manager:	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: Hologic Ltd, Heron House, Oaks Business Park, Crewe Road, Wythenshawe, Manchester, M23 9HZ, United Kingdom

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	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	<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 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"/>	
	24. 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"/>	

1. CONTRACT DETAILS
(1.1) Commencement Date: 1 st April 2025.
(1.2) Services Commencement Date (if applicable): 1 st April 2025.
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be ninety-four thousand, two hundred and sixty-seven pounds and fifty-seven pence.(£94,267.57) (Excl. VAT) (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)</p> <p>1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall commence on the 1st April 2025 (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2026 (the “Term”)</p> <p>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.</p>
<p>(1.5) Term extension options:</p> <p>N/A</p>

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

The specification of the Services (the **"Specification"**) as set out by the manufacturer:

2.1.1 This contract covers the servicing agreement of seven (7) Hologic Ltd Panther Instruments at UKHSA Bristol, UKHSA Birmingham and UKHSA Cambridge.

UKHSA Bristol:

Serial Number	DESCRIPTION	Term Start Date	Term End Date	Offer Price for Services
2090002945	PANTHER, INSTRUMENT SYSTEM	01/04/2025	31/03/2026	
1010910324	PANTHER INSTRUMENT SYSTEM, CONTINUOUS FLUID AND WASTE	01/04/2025	31/03/2026	
2090001302	PANTHER FUSION, INSTRUMENT SYSTEM	20/12/2024	31/03/2026	
TOTAL:				

UKHSA Birmingham:

Serial Number	DESCRIPTION	Start Date	End Date	Offer Price for Services
2090003714	PANTHER, INSTRUMENT SYSTEM	01/04/2025	31/03/2026	
2090003984	PANTHER, INSTRUMENT SYSTEM	01/04/2025	31/03/2026	
TOTAL:				

UKHSA Cambridge:

Serial Number	DESCRIPTION	Start Date	End Date	Offer Price for Services
2090003264	PANTHER, INSTRUMENT SYSTEM	01/04/2025	31/03/2026	
2090002493	PANTHER, INSTRUMENT SYSTEM	01/04/2025	31/03/2026	
TOTAL:				

The breakdown of the location of each serial number is stipulated in Appendix 1.

This maintenance and servicing agreement will include the following:

- All Service Labour, Travel, and Parts Costs
- Engineer on-site the next business day after an emergency call
- Unlimited Application support by Field Applications Specialists
- Unlimited Technical phone support via our Hologic Plus Technical Support department
- One Preventive Maintenance Visit per year of Service Contract
- Two Preventive Maintenance Visits per year of Service Contract for the Tigris Instrument
- Technical Service performed exclusively by official Hologic Service professionals

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

2.2.1 The Supplier shall deliver the services to the sites listed in Appendix 2.

2.2.2 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:

Primary delivery contacts:

[REDACTED]

[REDACTED]

[REDACTED]

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;
- Full service detail 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 Supplier attending the relevant Premises and Location; and. Premises and Location address where the Services shall be performed.

2.2.5 Delivery of the 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 agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.6 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

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.

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

[REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services.

- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with the invoice.

(2.5) Quality standards:

The Supplier shall provide the equipment detailed at 2.1 to the level of the Supplier's manufactured specifications as sold 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 may 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 include:

1. List of current equipment (the "Asset Register");
2. Number of service call outs received with reference to associated equipment serial number;
3. Equipment performance reviewed including levels of equipment break down;
4. Review of response time and time to fix rate resolution
5. Details of callouts by location, including root cause analysis; and
6. Repairs carried on-site.
7. Regular meetings with supplier to discuss performance.
8. Provision of service reports.
9. Notification of software and security updates if applicable.

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:

Signature for and on behalf of the Supplier:

A large black rectangular redaction box covers the signature area for both the Authority and the Supplier. Above the box, there are two small blue curved lines, each followed by the text "(Document Signed: [redacted])".

Date Signed: 6th June 2025

Date Signed: 06/06/2025

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods/Services to the locations set out in Appendix 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 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 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 for each location. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice 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 The UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:
[REDACTED]

Appendix 1 – Description of Goods/Services

No.	Service Description	Instrument Serial Numbers	Instrument Location	Unit Price (ex VAT)
1	Panther Instrument System	2090002945	Bristol	
2	Panther Instrument System, Continuous Fluid and Waste	1010910324	Bristol	
3	Panther FUSION, Instrument System	2090001302	Bristol	
4	Panther Instrument System	2090003714	Birmingham	
5	Panther Instrument System	2090003984	Birmingham	
6	Panther Instrument System	2090003264	Cambridge	
7	Panther Instrument System	2090002493	Cambridge	

Appendix 2 – Location for Delivery of Goods/Services

Site	Point of contact
UK Health Security Agency – Bristol Southmead Hospital Southmead Road Westbury-On-Trym Bristol BS10 5NB	
UK Health Security Agency – Birmingham Birmingham Heartlands Hospital Bordesley Green E Birmingham B9 5SS	
UK Health Security Agency – Cambridge Addenbrooke's Hospital Hills Road Cambridge CB2 0QQ	