

**LAB4042 SU Framework Agreement: Schedule 1:
Order Form and Call Off Contract**

The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency of Nobel House, 17 Smith Square, London SW1P3JR, (the "Authority")

And

Stratech Scientific Limited of Cambridge House, St Thomas' Place, Cambridgeshire Business Park, Ely, CB7 4EX, United Kingdom (the "Supplier")
(Registered No. 01690218)

10th January 2022

Dear Supplier,

Call-Off Contract No. C60426 for the supply of Goods and/or Services

Further to the Framework Agreement, the Authority requires supply of the Goods and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions

The particulars of this Call-Off Contract are set out below:

| Item | Description | | |
|--|---|----------------------|--|
| Order Form Reference: | The Order Form Reference is C60426 | | |
| Parties | <p>Between:</p> <p>The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency of Nobel House, 17 Smith Square, London SW1P3JR (the "Authority")</p> <p>and</p> <p>Stratech Scientific Limited of Cambridge House, St Thomas' Place, Cambridgeshire Business Park, Ely, CB7 4EX, United Kingdom (the "Supplier")</p> | | |
| Call-Off KPIs (Cl. Error! Reference source not found.) | Performance Target | Key Indicator | Performance Measure |
| | Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations | Delivery of Goods | 99% of Goods delivered on time in full |

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| | throughout the UK. | | |
| | Stock availability of products listed in the catalogue throughout the Term (of this Contract) | Product Availability | 99% of Goods available at all times |
| | Product reliability | Failure rate of Goods under warranty | Less than 1% of Goods provided have reported faults |
| | Respond to all operational enquiries within four working hours. | Provision of Response | 95% |
| | Invoice accuracy. | Accuracy | 95% of all invoices are submitted accurately |
| | Invoice timeliness. | Timeliness | 95% of all invoices are submitted on time |
| Charges (Cl.1) | <p>The Charge(s) for this Order consists of:</p> <ul style="list-style-type: none"> 40ml SARS-CoV-2 (2019-nCoV) Spike RBD Antibody, Rabbit PAb, Antigen Affinity Purified - CUSTOM - [REDACTED] <p>The contract value is £250,000.00.</p> <p>The above prices are valid for first year of the contract duration. Prices for additional items will be agreed in writing prior to current prices expiry date.</p> <p>Any additional items that shall be purchased under the scope of this contract will be agreed between both parties in writing and attached to this contract as annexures.</p> | | |
| Contract End Date (Cl. 1) | <p>Means the later of:</p> <ul style="list-style-type: none"> 365 days after final delivery of the relevant Goods (in full) (including any replacement Goods required under Clause 6.3); or no later than 10th January 2024 | | |
| Customer Liability Cap (Cl. 1) | N/A | | |
| Delivery Date(s) | The Supplier shall deliver the Goods to the Authority by the following | | |

| | |
|--|---|
| (Cl. 1) | <p>date(s):</p> <p>Delivery dates will be agreed and specified prior to each specific delivery.</p> |
| Defects Rectification Period (Cl. 1) | <p>In respect of the Goods to be supplied under this Call-Off Contract, the period ending [12] ([twelve]) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under [Clause 6.5] of the Call-Off Terms and Conditions, the period ending [12] ([twelve]) months after replacement of such Goods.</p> |
| Goods (Cl. 1) | <p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <ul style="list-style-type: none"> 40ml SARS-CoV-2 (2019-nCoV) Spike RBD Antibody, Rabbit PAb, Antigen Affinity Purified - CUSTOM <p>The above items are to be called-off by 10ml (or more) batches.</p> |
| Premises (Cl. 1) | <p>The Goods are to be delivered to and/or the Services are to be supplied at the location specified on each Purchase Order raised by the Authority</p> |
| Services (Cl. 1) | <ul style="list-style-type: none"> N/A |
| Services Commencement Date (Cl. 1) | N/A |
| Services End Date (Cl. 1) | N/A |
| Supplier Liability Cap (Cl. 1) | Means the amount of 120% of the total contract value |
| Instalments (Cl. Error! Reference source not found.) | N/A |
| Notices (Clause 19.3) | <p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Authority:</p> <p>To: [REDACTED]</p> |

| | | | | | | | | | |
|---|--|---|-----|--|-----|---|-----|---------------------------------|-----|
| | <p>Marked for the attention of: Contract Manager for C58765</p> <p>In the case of the Supplier</p> <p>To: [REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p> | | | | | | | | |
| Data Protection Particulars (Schedule 4) | <table border="1"> <tr> <td>The subject matter and duration of the Processing</td><td>N/A</td></tr> <tr> <td>The nature and purpose of the Processing</td><td>N/A</td></tr> <tr> <td>The type of Personal Data being Processed</td><td>N/A</td></tr> <tr> <td>The categories of Data Subjects</td><td>N/A</td></tr> </table> | The subject matter and duration of the Processing | N/A | The nature and purpose of the Processing | N/A | The type of Personal Data being Processed | N/A | The categories of Data Subjects | N/A |
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| The nature and purpose of the Processing | N/A | | | | | | | | |
| The type of Personal Data being Processed | N/A | | | | | | | | |
| The categories of Data Subjects | N/A | | | | | | | | |

This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.

For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and/or Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

You must not make any amendments to the Call-Off Terms and Conditions.

Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Yours faithfully

[Redacted Signature]

.....
for and on behalf of the **[Authority]**

Name: [Redacted]

Designation: [Redacted]

Date: 10/01/2022

Accepted and acknowledged by:

[Redacted Signature]

for and on behalf of the **[Supplier]**

Name: [Redacted]

Designation: [Redacted]

Date: 10.01.2021