

Order Form

Framework agreement reference: **SBS/19/AB/WAB/9411**

Date of order	TBC	Order Number	TBC
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FROM

Customer	UK Health Security Agency	"Customer"
Customer's Address		
Invoice Address	As above	
Contact Ref:		

TO

Supplier	Insight Direct (UK) Ltd	"Supplier"
Supplier's Address		
Account Manager		

GUARANTEE

Guarantee to be provided	No
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1. TERM
(1.1) Commencement Date
01 July 2023
(1.2) Expiry Date
30 June 2024
(1.3) Extension Period
This contract can be extended by 1 period of up to 12 months.

2. GOODS AND SERVICES REQUIREMENTS	
(2.1) Goods and/or Services	
Goods - Agilent SLIMS Laboratory Information Management Licence	
The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.	
<div style="text-align: right;">Minimum Order Value</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">£112,807.41</div>	
Optional Services	
Collection recycling	and <input type="checkbox"/>
Paper catalogue	<input type="checkbox"/>
Secure Collection	<input type="checkbox"/>
(2.2) Premises	
N/A	
(2.3) Lease/ Licenses	
Provision of Agilent SLIMS Laboratory Information Management Licence	
(2.4) Standards	
N/A	
(2.5) Security Requirements	
Security Policy	
N/A – Software licence only	
Additional Security Requirements	
N/A – Software licence only	
Processing personal data under or in connection with this contract	
NO	
(2.6) Exit Plan (where required)	
NO – Licence will expire on the date specified in “expiry date”	
(2.7) Environmental Plan	

NO

3. SUPPLIER SOLUTION**(3.1) Supplier Solution**

N/A

(3.2) Account structure including Key Personnel

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

N/A

(3.4) Outline Security Management Plan

As set out below:

N/A

(3.5) Relevant Convictions

N/A

(3.6) Implementation Plan

N/A

4. PERFORMANCE QUALITY**(4.1) Key Performance Indicators**

Supplier will take reasonable endeavours to restore access ASAP for any issues relating to downtime with the software licences.

(4.2) Service Levels and Service Credits

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Service Level	Description	Service Credit Calculation	Critical Failure	Service
	See 4.1			

If the level of performance of the Supplier during the Contract Period:			
(i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or			
(ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.			

5. PRICE AND PAYMENT
<p>(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))</p> <p>£112,807.41</p>
<p>(5.2) Invoicing and Payment</p> <p>The Supplier shall issue invoices annually in advance. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.</p>

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES
<p>(6.1) Supplemental requirements</p> <p>N/A</p>

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the **NHS Conditions of Contract for purchase of goods and/or Services** and by signing below agree to be bound by the terms of this Contract.

Signed for and on behalf of the supplier:

[Redacted Signature]

[Redacted Name] Contracts Manager 25/07/2023

Signed for and on behalf of the buyer:

[Redacted Signature]

[Redacted Name] [Redacted Name]
Job Title/Role: Commercial Lead
Date Signed: 25/07/2023