

Appendix 1

National Microbiology Framework Agreement
Order Form

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: | Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR [REDACTED] |
| Contract Manager: | [REDACTED] |
| Secondary Contact: | [REDACTED] |
| Procurement lead | [REDACTED] |
| Name and address for notices: | [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX |
| Internal reference (if applicable): | C115507 |

TO

| | |
|--------------------------------------|---|
| Supplier: | Abbott Laboratories Limited located at Abbott House, Vanwall Road, Maidenhead, Berkshire, SL6 4XE (the "Supplier") |
| Contract Manager: | [REDACTED] |
| Secondary Contact: | [REDACTED] |
| Account Manager: | [REDACTED] |
| Name and address for notices: | Name: Abbott Laboratories Limited Abbott House Vanwall Business Park, Vanwall Road, Maidenhead, Berkshire, SL6 4XE |

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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 | (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"/> | | |

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

| | | | |
|---|---|-------------------------------------|--|
| 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 checked="" 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"/> | |
| 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"/> (only applicable if this box is checked) |

1. CONTRACT DETAILS

(1.1) Commencement Date: 01/01/2023

(1.2) Services Commencement Date (if applicable): 01/01/2023

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

1.3.1. The total contract value shall be one hundred and fifteen thousand, four hundred and ninety eight pounds (£115,498) (Excl. VAT) (the **"Total Contract Value"**). The Total Contract Value reflects the total value including the Term extension options.

1.3.2. This comprises of service and maintenance for Abbott equipment at the UKHSA site in Birmingham.

1.3.3. Following execution of this Contract, the Authority shall submit to the Supplier purchase orders for the Initial Contract Value (the **"Purchase Order"**). The Purchase Orders shall be for the Services specified in Annex 2 (the **"Services"**) and [REDACTED]

1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value or the Initial Contract Value.

1.3.5 Prices shall remain fixed and as per the values specified in Annex 1 until at least 1st March 2024. Any changes in price following this period shall be subject to the conditions set out in the Framework Agreement (Schedule 6, Commercial schedule). These conditions include the following:

- Requests for framework price increases shall be submitted no more than once each year and no later than three (3) months prior to the relevant Pricing Adjustment Date.
- Any framework supplier requesting a framework price increase must provide a full justification for such increase.
- Proposed framework price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date. (These relevant indices can be found on <https://www.ons.gov.uk/economy/inflationandpriceindices/datasets/consumerpriceindices>)
- In exceptional circumstances (and in its sole discretion) the Authority reserves the right to consider another index in place of the CPI.

1.3.6 Only orders placed directly by the Authority are binding under this Contract.

1.3.7 See Annex 1 - Information and Pricing for the price of the Services.

1.3.8 Prices shall remain fixed and as per the values specified in Annex 1 until at least 31st March 2024. Any changes in price following this period shall be subject to the conditions set out in the Framework Agreement (Schedule 6, Commercial schedule)

1.3.9 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of monthly consolidated invoices.

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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

1.3.11 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall commence on 1st January 2023 (the “Commencement Date”) and shall, unless terminated earlier or extended, in accordance with its terms, expire on 31st March 2024 (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 extend the contract for the period 1st April 2024 – 31st March 2026, or such shorter period as the Authority may specify in the notice, (the “Extension Period”) by giving the Supplier written notice no later than 1 month before the contract expires.

1.5.2 Should the Authority extend the contract, the Authority shall submit to the Supplier a purchase order for the Extension period for the Services specified in Annex 2 (the “Services”) and for the values specified in Annex 3, described as Potential extension value.

2. SERVICES REQUIREMENTS

(2.1) Description of the Services:

2.1.1. This contract covers the service and maintenance of Abbott equipment installed at the Birmingham laboratory.

2.1.2 The service and maintenance of the equipment under this Contract shall be (the “Services”). Location of equipment is set out in Appendix 3 (Equipment to be serviced and maintained).

2.1.1 The Services shall be supplied in accordance with the specification (the “Specification”) set out in Appendix 2.

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

The Supplier shall provide the Services as detailed in Annex 2 and to the location below:

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

| Location | FAO |
|---|------------|
| Birmingham Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS | [REDACTED] |

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 If any assets transfer to the NHS during the period of the Contract the remaining maintenance period will be included in the asset transfer agreement/s.

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

[REDACTED]

(2.4) Performance standards:

The Supplier shall deliver the support services to the standard set out in Annex 2.

(2.5) Quality standards & warranty:

2.5.1 The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

2.6.1 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.

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

(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 On a monthly basis the Supplier will provide a MI report that includes:

- List of current equipment 'Asset Register'
- Schedule of the equipment for Planned Maintenance in the forthcoming month
- Schedule of the completed equipment Planned Maintenance
- Number of service call outs received with reference to associated equipment serial number
- Downtime Notice requests received
- Resolution Time Limit achievement rate
- Details of callouts by location, including root cause analysis.

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

3.1.1 Supplier pricing.

3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.

3.1.3 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.

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

| For and on behalf of the Authority | For and on behalf of the Supplier |
|---|--|
|  |  |
| Date Signed: 09/12/2022 | Date Signed: 9th Dec 2022 |



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, Annex 1, Annex 2, Annex 3 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 ("the **PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice. A PO will be issued by each of the sites as set out in Annex 3

2.3 The Supplier shall provide a monthly invoice to the Authority for services received.

2.4 All invoices should be sent for approval and must 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 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, 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 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

Annex 1 – Services information and pricing

| Location | Asset | Serial Number | Service Start date | Service Level | List Number | Monthly charge | Annual cost |
|------------|-----------|--|--------------------|-------------------------|-------------|----------------|-------------|
| Birmingham | Alinity M | 106 | 01/01/2023 | Alinity M | [REDACTED] | [REDACTED] | [REDACTED] |
| Birmingham | M2000 | m2000sp: serial number 10674 m2000rt: serial number 275021546 | 01/01/2023 | One Care Performance | [REDACTED] | [REDACTED] | [REDACTED] |

Annex 2 Specification

Alinity m instrument– Service Specification

- Telephone Helpline Monday - Friday, 8:00 – 17:00
- E-mail Access to Technical Support
- AbbottLink Remote Diagnostics
- Repairs of Defects in Workmanship
- Parts – On-Site Visit Coverage
- Labour – On-Site Visit Coverage
- Travel – On-Site Visit Coverage
- Unlimited on-site visit coverage
- 3-Day Response Time
- Annual Standard Preventive Maintenance (PM)
- Mandatory Software updates and Hardware upgrades conducted on a proactive basis
- AbbottLink Instant Virtual Presence

One Care performance - Service specification for M2000 instrument

- Telephone Helpline Monday - Friday, 8:00 – 17:00
- E-mail Access to Technical Support
- AbbottLink Remote Diagnostics
- Repairs of Defects in Workmanship
- Parts – On-Site Visit Coverage
- Labour – On-Site Visit Coverage
- Travel – On-Site Visit Coverage
- Unlimited on-site visit coverage
- 3-Day Response Time
- Annual Standard Preventive Maintenance (PM)
- Mandatory Software updates and Hardware upgrades conducted on a proactive basis
- AbbottLink Instant Virtual Presence

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

| | |
|--|---|
| Help Line Support | Telephone and e-mail access to help line between Monday and Friday 8:00 am to 5:00 pm GMT. Support will use reasonable endeavours to provide remote assistance to Customer's staff and if unable to assist and appropriate may obtain further assistance from other engineers within Abbott. |
| Standard Preventative Maintenance | Preventive Maintenance kits supplied fitted and fully documented by an Abbott Technician in accordance with manufacturer's standard guidelines. Includes performance of calibrations (as required), functional verification and system performance trials. Unless included as part of the standard package any required repairs excluded or if required, will be charged at Abbott's rates, unless repairs are included in Customer's support plan. |
| Operational software/hardware enhancements TSB's | Includes mandatory updates (software and hardware improvements) made available through Abbott Technical Services that enhance existing functionality and improve reliability but excludes non-mandatory upgrades. <u>Labour is included if update is performed with Preventative Maintenance on standard level agreements or higher.</u> |
| Labour time | Following arrival on site Abbott engineers will use reasonable endeavour to provide the curative maintenance necessary to correct equipment malfunction wherever reasonably possible and as soon as reasonably possible. Further attendance may be required in certain circumstances, for example (but without limitation) where a technician does not have a particular spare part, in the case of an intermittent fault, where further support is required. In all cases Abbott reserves the right to determine the feasibility of repairs to a particular item of equipment. |
| Spare Parts | All standard spare parts required for repairs are included to the extent that Abbott determines that a repair is feasible. Should Abbott, in its sole discretion, decide that it is not economically viable to restore the equipment to an operational condition due to the extent of repairs required Abbott may provide a replacement machine. Customer replaceable parts (list number items) are excluded. |
| Response to call-out | Abbott will use reasonable endeavours to arrange for attendance of a technician on site within the selected response time of logging a call-out between 8.00 am to 5.00 pm GMT on a business day where that call is received and logged before 5.00 pm GMT. Where a call is logged after 5.00 pm GMT Abbott is required to use its best endeavours to arrange for attendance of a technician on site within the selected response time starting from 8.00 am GMT on the next business day. |

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

1. Service Provision

- 1.1 All service and maintenance will take place at the locations shown in Clause 2.1 for the relevant item of equipment and in line with the agreed schedule.
- 1.2 Where equipment has been moved from any location shown in Clause 2.1 the Authority must inform Abbott in writing. If Abbott incurs any costs as a result of the Customer's failure to inform, the Customer will reimburse those costs to Abbott. Furthermore, any repairs needed resulting from movement of the equipment from the location shown are not included in this Agreement.
- 1.3 Notification: Failure of equipment must be notified as soon as practically possible. The Customer shall inform Abbott about the instrument type, the serial number of equipment, details of the fault and its exact location. Once a call has been logged a call out will be confirmed. The proposed approximate time of visit will be given in half-day blocks.
- 1.4 Unless otherwise specified services are provided on business days between 9.00 am and 5.00 pm GMT.

2. General Exclusions

- 2.1 The following are excluded:
 - Equipment modification requested by the Customer.
 - Equipment moves.
 - Servicing or repair of equipment required as a result of attention by any person other than the Abbott's authorised representatives or use of non-approved consumables.
 - Servicing or repair of equipment required as a result of improper storage or handling, misuse or negligence, or failure to comply with instructions or recommendations of Abbott.
 - Accidental damage.
 - Any repair resulting from failure to follow operational guidelines.
 - Out of hours call-outs,

Annex 3 – Equipment to be serviced and maintained

| Serial number | Equipment location | Date of manufacture | Date of installation | Date of latest preventative maintenance |
|---------------------|------------------------------------|---------------------|-------------------------------|---|
| Alinity m - 106 | Heartlands Hospital, Birmingham | N/A | 25 th October 2019 | 28 th January 2022 |
| m2000sp - 10674 | Heartlands Hospital, Birmingham | N/A | 17 th April 2017 | 27 th April 2022 |
| m2000rt - 275021546 | Heartlands Hospital, Birmingham | N/A | 16 th April 2016 | 25 th April 2022 |