

**National Microbiology Framework Agreement
Order Form
Beckman Coulter UK Ltd**

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:	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: Business Owner	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P 3HX
Internal reference (if applicable):	CRE-ID 4280

TO:

Supplier:	Beckman Coulter United Kingdom LTD, Oakley Court, Kingsmead Business Park, London Road, High Wycombe, Buckinghamshire HP11 1JU (the "Supplier")
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]

Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Name and address for notices:	Name: Beckman Coulter UK Ltd. Address: Oakley Court Kingsmead Business Park London Road High Wycombe Buckinghamshire HP11 1JU

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 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: As per the date of UKHSA signature within this document.

(1.2) Services Commencement Date (if applicable):

N/A

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

1.3.1 The total contract value shall be twenty-seven thousand, two hundred and thirteen pounds and twenty-seven pence (£27,213.27) (Excl. VAT) (the **"Total Contract Value"**). This contract covers the period from date of UKHSA signature to 31 March 2024.

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

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

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

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on date of UKHSA signature (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2024 (the **"Term"**).

(1.5) Term extension options:

N/A

2. SERVICES REQUIREMENTS

(2.1) Description of the Services:

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

2.1.1 This contract covers the development of a digital script for the use of the preparation of reagents at half volume for Next Generation Sequencing library preparation on 4 (four) BioMeck i7 robots as outlined below.

2.1.2 The newly implanted script shall be tested by the supplier engineers to confirm successful implementation and fitness for ongoing use by the laboratories.

2.1.3 The Supplier is the manufacturer of the BioMeck i7 robots.
Equipment to receive new scripts shall be the following BioMeck i7 robots:

Lab	Serial Numbers	Supplier		
Birmingham	B8758521F020	Beckman Coulter UK Ltd		
Manchester	B8758521F009	Beckman Coulter UK Ltd		
Manchester	B8758521E003	Beckman Coulter UK Ltd		
Manchester	B8758521F015	Beckman Coulter UK Ltd		

- 2.1.4 The single BioMeck i7 robot in Birmingham shall receive [REDACTED]
- 2.1.5 The three BioMeck i7 robots in Manchester shall have: [REDACTED]
- 2.1.6 Implementation of the newly developed script shall be completed within timelines that shall be agreed by the Authority and the Supplier after issue of the Purchase Order(s). The Supplier shall make every endeavour to complete the installations within 4 (four) weeks of commencement of onsite implementation.
- 2.1.7 The Supplier shall ensure delivery and invoicing of services take place after the Contract commencement date and prior to the end of the Term (31st March 2024).

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

- 2.2.1 The Supplier shall perform the Services at the Premises and Locations set out in Appendix 1 or such other location as advised by the Authority from time to time.
- 2.2.2 The Authority may at any time move/remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add Instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority, the Supplier shall immediately suspend all costs related to, or arising from such Instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such Instrument whatsoever or however arising after 30 (thirty) 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.
- 2.2.3 The Authority may, at any time by giving 1 (one) months' notice to the Supplier add instruments or remove Instruments and add or remove Premises and Locations to the scope of this Contract and the charges shall change in proportion to such changes. At the expiry of the notice period, the scope of the Contract shall be amended, as applicable, to reflect the amended scope set out in the notice.
- 2.2.4 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary contact stated below at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Locations:
- [REDACTED] – [REDACTED] ("The Primary Contact")
- 2.2.5 The Supplier shall provide the following data when notifying the Primary Contact:
- a Supplier name;
 - b Authority's purchase order ("PO") number.
- 2.2.6 The Primary Contact will confirm:

- a Booking reference number;
- b Date and time of Supplier attending the relevant Premises and Locations; and
- c Premises and Locations address where the Services shall be performed.

2.2.7 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.

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

Name:

[REDACTED]

Address:

Oakley Court, Kingsmead Business Park, London Road, High Wycombe,
Buckinghamshire HP11 1JU

Phone:

[REDACTED]

E-mail:

[REDACTED]

(2.4) Performance standards:

- 2.4.1 The Supplier shall deliver the Services in accordance with good industry practices.
- 2.4.2 Timely delivery of the Services in accordance with section 2.6 below.
- 2.4.3 Quality of Services i.e., Services performed in accordance with the Specification as stated in section 2.1 & 2.5.
- 2.4.4 Proof of the Services having been performed with each monthly consolidated invoice in accordance with Annex A 2.3.

(2.5) Quality standards:

- 2.5.1 The Supplier shall develop the digital script for the use of the preparation of reagents at half volume for Next Generation Sequencing library preparation on BioMeck i7 robots maintaining the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.
- 2.5.2 The Supplier shall ensure that the accreditations and the ISO Certificate shall be maintained throughout the Term.

(2.6) Contract monitoring arrangements:

- 2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier 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 Contract management meetings will be set up to monitor the following:
 - a Delivery of the KPIs covering on time and in full
 - b Issues – including quality and performance
 - c Invoicing
 - d The Supplier shall provide to the Authority, on a monthly basis, 2 (two) Business Days prior to each meeting, a management report highlighting services provided, issues experienced, improvements

achieved and invoices information.

e Any other relevant business related to the scope of the Services.

2.7.2 At the Authority's request, and 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). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

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:

Not applicable

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

Not applicable

Signature for and on behalf of the Supplier:

DocuSigned by:



913CDCF0AE54449...

Full Name:

Job Title/Role:

Date Signed:



Signature for and on behalf of the Authority:

DocuSigned by:



DEEEE0F77EA14A2...

Full Name:

Job Title/Role:

Date Signed:



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall perform the Services at the Premises and Locations set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of services are made in accordance with the terms of this Order Form including Appendix 1 hereto, and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 (thirty) 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. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 All invoices presented by the Supplier to the Authority shall be for Services performed by the Supplier and accepted by the Authority.
- 2.4 All invoices must be sent 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) before being submitted for payment.
- 2.5 The Authority's billing address that must be stated on all invoices is as follows:

Accounts Payable,
UK Health Security Agency,
Manor Farm Road,
Porton Down,
Salisbury,
SP4 0JG.
VAT No: GB888851648
- 2.6 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.
- 2.7 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.
- 2.8 In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Locations.
- 2.9 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding

payment must be forwarded to the Authority's Accounts Payable section by email to:



Appendix 1

Contact Details

BIRMINGHAM LAB

**Birmingham Heartlands Hospital
Bordesley Green East
B9 5SS
Birmingham**



MANCHESTER LAB

**UK Health Security Agency Manchester Lab
Oxford Road
M13 9WZ
Manchester**

