

UKHSA TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES
National Microbiology Framework - Lot 1: Diagnostic Goods and Services
Atamis Contract Reference C76467 – Copan Swab Cat. Ref 155C
OFFICIAL SENSITIVE COMMERCIAL

Order Form

Contract number/reference/date: C76467 / 20 June 2022

Copan quotation reference 1830124; 25 May 2022

The Parties:

(1) Sterilin, registered in England and Wales number 06512031 and having the registered office address at Sterilin Limited, 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, England, WA14 2DT

(the "**Supplier**"); and

(2) The Secretary of State for Health and Social Care as the Crown acting through the UK Health Security Agency ("UKHSA"), Nobel House, 17 Smith Square, London SW1P 3JR (the "**Authority**").

Whereas:

(A) The Parties hereto have entered into the Contract.

(B) This Schedule is entered into pursuant to the Contract.

It is agreed:

1. Contract

The Contract shall comprise the following terms in the following order of precedence:

1. This Order Form and its Appendices/ Annexes;
2. The terms set out at the front end of this Contract;
3. The Specification; and
4. The UKHSA Terms and Conditions of Contract - Appendix 3

Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

2. The Goods

2.1 The Goods shall be supplied in accordance with the following specification (the "**Specification**"), as contained in:

- 2.1.1 Appendix 1 : Pricing
- 2.1.2 Appendix 2 : Specification
- 2.1.3 Appendix 3 : UKHSA Terms and Conditions of Contract

2.2 The Supplier undertakes to deliver the Services to the Authority as set out in Section 5 (**Delivery and Risk**) of this Order Form.

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3. Contract Period and Termination

- 3.1 This Contract shall commence on 20 June 2022, or the contract signature date whichever is the later (the "**Commencement Date**") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 December 2022 (the "**Term**").
- 3.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than 10 days' notice in writing.

4. Price of Goods

- 4.1 Subject to paragraph 7 of the Order Form, the maximum value of the Goods that can be ordered under this Contract is, Catalogue ref. 155C , Plain swab/plastic stick comprised of [REDACTED] (the "**Contract Price**"). Full details of the Contract Price is contained in Appendix 1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.
- 4.2 The Contract Price includes VAT at the applicable rate and any other taxes and is inclusive of freight, delivery charges and installation costs.

5. Delivery and Risk

- 5.1 The Supplier shall deliver the Goods set out in Appendix 3 (the "**Delivery Locations**"):
- 5.2 All planned fulfilments of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact and the additional delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to shipping:
- 5.2.1 Primary Goods delivery contact:
- 5.2.2 Additional Goods delivery contact:
- 5.3 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has signed the applicable note confirming delivery of the Service.
- 5.4 The Authority may refuse unscheduled deliveries of Goods to Delivery Locations where those Deliveries have not been pre-arranged in line with this Clause 5 and agreed with and by the Delivery Contact. In such event, the Supplier shall rearrange visits or delivery utilising the delivery process set out in this Clause 5.

6. Return Conditions

The Return Conditions, if required, will be as follows:

- 6.1 The Supplier is responsible for collecting any Goods.

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- 6.2 The Supplier is responsible for the costs of returning/ collecting any Goods.
- 6.3 Return Conditions shall be in accordance with Schedule 2 - clause 4 (Inspection, rejection, return and recall of any such Goods) of the UKHSA General Terms and Conditions.

7. Supplementary Conditions and Key Provisions

7.1 Ordering Process:

- 7.1.1 On execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of £21,595(Excl VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the "Purchase Order"). Thereafter, the Services shall be delivered to the Authority within the period ending 31 December 2022.

7.2 Invoicing Terms:

- 7.2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 7.2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice - which must state that PO number.
- 7.2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services delivered to and accepted by the Authority each month.
- 7.2.4 All invoices must be sent for approval and shall include the proof of supply as may be applicable to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 7.2.5 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.
- 7.2.6 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.
- 7.2.7 In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.
- 7.2.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].
- 7.2.9 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

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8. Authority Obligations

- 8.1 The Authority commits to work with the Supplier to provide reasonable access for the supply and execution of the Services. The Supplier accepts that the nature of the Support and Maintenance Services will require pre-planning, cooperative working and collaboration with the Authority including testing and acceptance.
- 8.2 The Authority shall accept or reject the Services promptly. In the event of rejection of the Services the Authority shall promptly and urgently advise the Supplier.

9. Contract Managers

- 9.1 The Authority's Delivery Contact shall in the first instance
be: [REDACTED]
- 9.2 The Supplier's Contract Manager is:
[REDACTED]
- 9.3 The Authority's Contract Manager is:
[REDACTED]
[REDACTED]
UK Health Security Agency Nobel House
17 Smith Square
London SW1P 3JR
Email: [REDACTED]
- 9.4 Notices shall be sent to:
- 9.4.1 **For the Supplier:**
[REDACTED]
Sterilin Limited (a part of Thermo Fisher Scientific), Unit 6, Parkway, Pen y Fan Industrial Estate, Newport, NP11 3EF
Email: [REDACTED]
- 9.4.2 **For the Authority:**
[REDACTED]
[REDACTED]
UK Health Security Agency Nobel House
17 Smith Square
London SW1P 3JR
Email: [REDACTED]

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10. Frequency of meetings

- 10.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet monthly (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.
- 10.2 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 requests 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.
- 10.3 Contract management meeting will be set up to monitor the following:
- Delivery of the KPIs covering on time and in full;
 - Issues - including quality and performance;
 - Invoicing; and
 - Any other relevant business related to the scope of the Services.

11. Quality Assurance Standards for the Goods

- 11.1 The quality assurance standards set out in the Supplier's Specification set out Clause 2 and Appendix 2 of this Order Form shall apply to the manufacture and supply of the Goods.

12. Requirements for Use by Dates

- 12.1 The Supplier shall ensure that the Goods are to the relevant BS/ ISO standards and Good Industry Practice.

13. Data Protection Protocol

- 13.1 The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).



UK Health
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This Contract has been entered into on the day and date given below:

Signed by [REDACTED]
for and on behalf of the Supplier

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 22 July 2022

Signed by [REDACTED]
for and on behalf of the Authority

Print Name: [REDACTED]

Job Title: [REDACTED]

Date of Signature: 27 July 2022