

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 10 South Colonnade, London, E14 4PU (the "Authority")
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] E-mail: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C329142

TO

Supplier:	Life Technologies Limited (Company Number SC083107)
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact:	Name: [REDACTED] Email: [REDACTED]
Account Manager:	Name: [REDACTED] Email: [REDACTED]

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

Name and address for notices:	FAO - [REDACTED] Life Technologies Limited 3 Fountain Drive Inchinnan Business Park PAISLEY PA4 9RF
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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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(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"/>											

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	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 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"/>	
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
<p>(1.1) Commencement Date: As per the UKHSA signature date of this Contract document</p>
<p>(1.2) Services Commencement Date (if applicable): As per the UKHSA signature date of this Contract document</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The total contract value shall be twelve thousand, three hundred six pounds and forty-eight pence (£12,306.48 Excl. VAT) only (the "Total Contract Value")</p> <p>1.3.2. This comprises of the servicing and maintenance for qPCR QuantStudio Machines located at Chilton site.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall commence on date of countersignature of this Contract document by UKHSA (the "Commencement Date"). The duration of the Contract is for a period of 12 months initially from the Commencement Date (the "Term").</p> <p>1.4.2 Contract prices are to be held for the duration of the Contract.</p>
<p>(1.5) Term extension options:</p> <p>No extension options.</p>

2. GOODS AND/OR SERVICES REQUIREMENTS
<p>(2.1) Description of the Goods / Services:</p> <p>This Contract covers the servicing and maintenance of the assets located at UKHSA sites detailed in Annex 1.</p>

2.1.1 The services shall be supplied in accordance with the following specifications (the “**Specifications**”) as set out by the manufacturer shown in Annex 3 - Specification of Service Agreement:

AB Assurance 1 PM:

- Unlimited number of necessary repairs (parts, labour, travel included)
- Guaranteed 72 h (3 business days) on site response time. In case of a breakdown, a certified TFS engineer will be on site within 3 business days.
- One preventive maintenance (1 PM) per year on a mutually agreed date. The maintenance also includes corrective software updates.
- Only for qPCR instruments: Preventive maintenance includes Pure Dye Calibration (PDC) for one (1) block. The calibration of further blocks will be charged extra.
- To request the maintenance, please contact [REDACTED] with the serial number.
- To report a breakdown, please call us at [REDACTED] or e-mail [REDACTED]. We will register your details and arrange for a technical expert to contact you within business hours (Mon- Thu 8 - 17 h, Fr 8 - 16 h).

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

2.2.1 The Supplier shall deliver the services to the Laboratories located at Chilton site, RCE. OX11 0RQ.

2.2.2 All planned visits shall be pre-advised by the Supplier to the Authority’s primary contact stated below (individually or collectively be known as the “**Delivery Contact**”) at least 48 hours prior to attendance:

2.2.3 Primary delivery contact:

Name: [REDACTED]

E-mail: [REDACTED]

2.2.4 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority’s Order Number;
- Item reference, description and quantity;
- and any special instructions originally entered for Authority’s Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority’s nominated location has agreed that the service has been carried out to the supplier’s specification and has signed the delivery note to confirm acceptance.

2.2.7 If Services are deemed not to be accepted by the Authority, the Supplier shall re-perform the Services at their own cost.

2.2.8 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.

2.2.9 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.

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

Name:

Email:

(2.4) Performance standards:

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Services to be supplied with each invoice.

(2.5) Quality standards:

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

(2.6) Contract monitoring arrangements:

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 including but not limited to:

- Performance of Services - on time and in full.
- The Supplier shall provide to the Authority, 2 (two) Business Days prior to each meeting, a management report in the same or similar format as Annex 2 – Management Information Reporting Template, together with any other pertinent information such as, but not limited to:
 - Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number;
 - Issues that may have arisen (where relevant) following PM necessitating re-performance of the required Services;
- Invoicing; and
- Such other matters as the Parties may consider appropriate.

(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 ('MI') 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 request for management information may include:

Performance and key performance indicators to be reported by the Supplier including:

- List of current equipment (the "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;
- Equipment performance reviewed including levels of equipment break down;
- Review of time to fix rate resolution
- Details of callouts by location, including root cause analysis; and repairs carried out at each site.

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:**

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.

Signature:

For and on behalf of the Authority

DocuSigned by:


Full Name: 
Job Title/Role: 
Date Signed: 20 February 2025

Signature:

For and on behalf of the Supplier

DocuSigned by:


Full Name: 
Job Title/Role: 
Date Signed: 19/02/2025

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 is made in accordance with the terms of this Order Form including Annex A, Annex 1, Annex 2 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 number ("the **PO**") for each year of this contract. The Supplier must be in receipt of valid PO numbers before submitting an invoice.

2.3 The Supplier shall provide an invoice to the Authority for all services to be provided and accepted by the Authority.

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: payables@ukhsa.gov.uk and their agreed representative 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, valid PO numbers, 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: payables@ukhsa.gov.uk

Annex 1 - List of equipment, serial numbers, service cover, cover period and costs

Line	Quantity	Part No.	Description and Serial Number	Cost per annum *exc. VAT
001	1	QSTUDIO7PRO	QUANTSTUDIO 7 PRO 19.01.2025 to 18.01.2026 Serial Number (2778722110022) AB Assurance 1PM	████████
002	1	QSTUDIO7PRO	QUANTSTUDIO 7 PRO 19.01.2025 to 18.01.2026 Serial Number (2778722110020) AB Assurance 1PM	████████

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Annex 2 – Management Information Reporting Template

CONTRACT DETAILS														
Contract Ref	PO#	Product Description	Qty ordered	Qty Serviced	Qty outstanding	Qty Invoiced In Advance Of Servicing	PO end date	Unit Price	Total Line Value	Outstanding Line Value	Total PO Value	Total Outstanding Value	Percent Used	
				0	0	0		£1.00	£0.00	£0.00	£0.00	£0.00	H0IV/OI	
SERVICED														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Delivered	Service Date	Location	Invoice Number	Invoice Date	Invoice Due Date	Invoice Due Date Check	Not Due / Overdue No. of Days	Invoice Paid Yes / No
						£0.00								
						£0.00								
PLANNED SERVICES														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
INVOICED IN ADVANCE SERVICES (IF APPLICABLE)														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
AD HOC CALLOUTS														
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty	Date Callout Requested	Date Callout Completed	Location	Summary of Issue				

Annex 3 – Specification of Service Agreement

AB Assurance 1 PM:

Unlimited number of necessary repairs (parts, labour, travel included)

Guaranteed 72 h (3 business days) on site response time. In case of a breakdown, a certified TFS engineer will be on site within 3 business days.

One preventive maintenance (1 PM) per year on a mutually agreed date. The maintenance also includes corrective software updates.

Only for qPCR instruments: Preventive maintenance includes Pure Dye Calibration (PDC) for one (1) block. The calibration of further blocks will be charged extra.