

National Microbiology Framework Agreement
Order Form
Contract Ref: C227098
Abbott Rapid Diagnostics Ltd

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 5EA (the “ Authority ”).
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 5EA 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, 10 South Colonnade, London, E14 5EA
Internal reference (if applicable):	SCI0241

TO:

Supplier:	Abbott Rapid Diagnostics Ltd, Pepper Road, Hazel Grove, Stockport, Cheshire, SK7 5BW (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: Abbott Rapid Diagnostics Ltd. Address: Pepper Road, Hazel Grove, Stockport, Cheshire, SK7 5BW

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 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 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"/>	
	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 counter signature of this contract by UKHSA.

(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 eight hundred twenty thousand pounds only (£820,000.00) (Excl. VAT) (the “Total Contract Value”).

1.3.2 The Total Contract Value is the maximum value of goods which can be ordered under this Contract covering the full terms of this contract including the extension options.

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 counter signature of this Contract document by UKHSA (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 30 November 2026 (the “Term”).

(1.5) Term extension options:

1.5.1 The Buyer may extend the contract for a first period of 12 months. If this option is activated, the contract shall accordingly expire on 30 November 2027.

1.5.2 The Buyer may extend the contract for a second and last period of 12 months. If this option is activated, the contract shall accordingly expire on 30 November 2028.

1.5.3 The Conditions of the Contract shall apply throughout any such extended periods.

2. SERVICES REQUIREMENTS

(2.1) Description of the Services:

The specification of the Goods (the “Specification”) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase of the following products through the National Microbiology Framework – Lot 1.

Panbio Dengue Capture IGM Capture (96 Wells);

Panbio Dengue IGG Indirect Elisa (96 Wells);

Panbio Leptospira IGM Elisa (96 Wells);

Binax Now Malaria Positive Control;

Binax Now Malaria (25 Tests).

Catalogue Number	Supplier	Product Description	Lot	Pack Size (Kits / Units per Pack)	
2PE10	Abbott Rapid Diagnostics Limited	PanBio Leptospira IgM ELISA (96w)	1	96 TESTS	
665010	Abbott Rapid Diagnostics Limited	BinaxNOW Malaria Positive Control	1	9 TESTS	
660000	Abbott Rapid Diagnostics Limited	BinaxNOW Malaria (25 Tests)	1	25 TESTS	
1PE20	Abbott Rapid Diagnostics Limited	PanBio Dengue Capture IGM Capture (96w)	1	96 TESTS	
1PE30	Abbott Rapid Diagnostics Limited	PanBio Dengue IgG Indirect ELISA (96w)	1	96 TESTS	

- 2.1.2 The Supplier shall ensure delivery and invoicing of the goods take place after the Contract commencement date and prior to the end of the Term.
- 2.1.3 As a front-line responder the Buyer reserves the right to procure and introduce into routine use alternate goods of similar specification to those described from another manufacturer at any point in response to situational changes which may include technology developments, performance characteristics or other unspecified criteria.
- 2.1.4 As a front-line responder the Buyer reserves the right to procure and introduce additional goods of similar or different specification into this contract from this manufacturer in response to situational changes which may include technology developments, performance characteristics, outbreak response or other unspecified criteria.

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

2.2.1 The Supplier shall deliver the Goods to 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 All planned deliveries shall be pre-advised by the Supplier to the Buyer's primary delivery contact stated below (individually or collectively be known as the "Primary Delivery Contact") at least 48 hours prior to attendance:

2.2.3 Primary delivery contact:

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

- a Supplier name;
- b Authority's purchase order ("PO") number;
- c Item reference, Supplier's part code, description, quantity, expiry date and lot number.

2.2.6 The Delivery 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 Goods shall be delivered.

2.2.7 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 goods recording sheet.

2.2.8 The Authority may refuse unscheduled delivery of Goods. In such event, the Supplier shall rearrange such delivery of Goods utilising the goods delivery process set out in this Clause 2.2.

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

Name: [REDACTED]

Address: UK Health Security Agency, Porton Down, Wiltshire, SP4 0JG

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

2.4.1 The Supplier shall deliver the Goods in accordance with good industry standards.

2.4.2 Timely delivery of the Goods in accordance with section 2.6 below.

2.4.3 Quality of Goods in accordance with the Specification as stated in section 2.1 & 2.5.

2.4.4 Proof of the delivery of the Goods to be supplied with invoice.

(2.5) Quality standards:

2.5.1 The Supplier shall supply the products to the level of the Supplier's manufactured specification 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.

2.5.3. The Supplier shall ensure that the Goods have an expiry date of at least six (6) months following the date of delivery by the Supplier.

2.5.4. The Supplier shall ensure that the Goods are shipped intact and at correct temperature to guarantee integrity of goods.

2.5.5. The Supplier shall ensure that the Goods classified as In Vitro Diagnostic Devices under UK legislation must be registered on PARD database (<https://pard.mhra.gov.uk/>) and comply with assay performance monitoring /post market surveillance for In Vitro Diagnostic Devices.

2.5.6. The Supplier shall ensure immediate notification of changes to Goods specifications.

(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, including but not limited to the below KPIs:

- Quantity of delivery correct against the relevant Order (including deliveries in excess and shortfall of the Order quantity).
- Lot number, expiry dates & PO number included in delivery notes.
- Quality of delivery in accordance with the Framework Agreement and Contracts including delivery presentation in accordance with the Framework Agreement and Contracts (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration the Framework Agreement and Contract requirements) and damaged Goods (the Goods must be in a condition that is new and ready to use).
- Timely and accurate administration (including booking/amending delivery times and Orders and

invoices, delivery advice notes and labels being in accordance with the requirements of the Framework Agreement and Contracts).

- The Supplier shall provide any management information required (including, for the avoidance of doubt, monthly statements) and as The Authority may request from time to time within seven (7) Business Days of the date of the request.
- Immediate notification of delays in supply/ manufacturing.
- Respond to enquiries within 3 working days
- Respond to formal complaints within 1 working day.

(2.7) Management information and meetings:

2.7.1 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).

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:

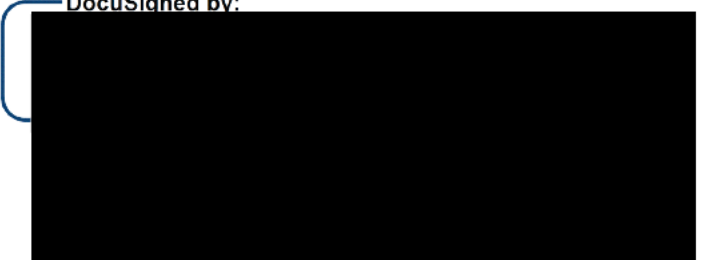
DocuSigned by:



Date Signed: 04/12/2023

Signature for and on behalf of the Authority:

DocuSigned by:



Date Signed: 04/12/23

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the goods to the Premises and Locations set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of goods 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 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 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices 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 Goods being delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt.
- 2.9 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

Appendix 1

Delivery and Contact Details

**Rare and Imported Pathogens Laboratory (RIPL)
UK Health Security Agency
Manor Farm Road
Porton Down
Wiltshire
SP4 0JG**

