

Appendix 1

**National Microbiology Framework Agreement
Order Form – C227546
Hologic Ltd.**

FROM

Authority:	UK Health Security Agency (“the Authority ”)
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom E-mail: [REDACTED]
Contract Manager:	UKHSA Bristol Name: [REDACTED] E-mail: [REDACTED] UKHSA Cambridge Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED] RIPL Porton Down Name: [REDACTED] Phone: [REDACTED] [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C227546

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

TO

Supplier:	Hologic Limited Heron House Oaks Business Park Crewe Road Wythenshawe Manchester M23 9HZ Company Number: 02722343
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	N/A
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Hologic Limited Heron House Oaks Business Park Crewe Road Wythenshawe Manchester M23 9HZ

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

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		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"/>	

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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 checked="" 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**(1.3) Commencement Date:**

The date this Order Form is signed by both Parties (the Authority and the Supplier).

(1.2) Services Commencement Date (if applicable):

The service and maintenance ("the **Services**") aspect of the contract will start 1 (one) calendar year after the date the Order Form is signed by both Parties.

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

- 1.3.1. The maximum value of the equipment and Services that can be ordered under this Contract shall be one million, four hundred and forty-six thousand, seven hundred and forty-three pounds and sixty-six pence only (£1,446,743.66) (the "**Contract Price**").
- 1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.
- 1.3.3. The Contract Price excludes VAT at the applicable rate but is inclusive of all Supplier visits, labour and spare part fees.
- 1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract ("**PO**").
- 1.3.5. Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):

Table 1 – Contract Price Breakdown (ex-VAT)

Product Code	Product Description	Location	Cost ex VAT	Cost inc VAT
EQUIPMENT				
303095	Panther Plus	Bristol		
303095	Panther Plus	Bristol		
PRD-04173	Panther Fusion Upgrade (Bolt On)	Bristol		
PRD-04172	Panther Fusion	Cambridge		
PRD-04172	Panther Fusion	RIPL Porton		
Equipment Total				
SERVICE & MAINTENANCE FOR 6 YEARS (from Year Two of the Contract)				
	Panther Plus	Bristol		
	Panther Plus	Bristol		
	Panther Fusion Upgrade (Bolt On)	Bristol		
	Panther Fusion	Cambridge		
	Panther Fusion	RIPL Porton		
Service and Maintenance Total				
Equipment and Service & Maintenance Total				

1.3.6. POs issued by the Authority in respect of this Contract do not form part of this Contract.

1.3.7. Each year of the contract shall be invoiced annually in advance from Year Two of the Contract for the Services. This shall be seventy-seven thousand, four hundred and twenty-five pounds and zero pence only (£77,425.00) ex VAT per annum, unless terminated in accordance with clause 1.4.2 below.

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “**Commencement Date**”) and shall, unless terminated earlier in accordance with its terms, expire on 22nd December 2031 (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 no less than 3 (three) months written notice.

(1.5) Term extension options:

Not applicable.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

- 2.1.1 The Supplier shall provide the equipment listed in Table 1 of Clause 1.3.5 of this Order Form (“the **Instruments**”) at the Premises and Locations listed in Section 2.2.
- 2.1.2 The specifications of the Goods (the “**Specifications of the Goods**”) are contained within Appendix 2 – Specifications of the Goods.
- 2.1.3 The Supplier shall provide the Services stated in Table 2 – Services contained within the Supplier’s Platinum Level service plan (the “**Specification of the Services**”) for the Instruments listed in Table 1 of this Order Form.

Table 2 – Services contained within the Supplier’s Platinum Level service plan

Service Plan	Details
Platinum Level Service Plan	<ul style="list-style-type: none"> On-Site technical support during Hologic standard service business hours (9.00 – 17:00 Monday to Friday) Delivery, On-Site Installation and Training by Hologic Authorised Personnel All Service Labour, Travel, and Parts Costs Engineer on-site the next business day after an emergency call Unlimited Application support by Field Applications Specialists Unlimited Technical phone support via our Hologic Plus Technical Support department One Preventive Maintenance Visit per year of Service Contract

	<ul style="list-style-type: none"> • Technical Service performed exclusively by official Hologic Service professionals
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1.3.8. The warranty on the equipment listed in Table 1 is 12 months from installation and commissioning (the “**Warranty Period**”). Full details are contained within Appendix 3 – Warranty Information.

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

2.2.1 The Supplier shall provide the Services to the site detailed in Appendix 4 – Premises and Location (“**Premises and Location**”).

2.2.2 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.

2.2.3 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, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.

2.2.4 All planned performance of the Services shall be pre-advised by the Supplier to the Authority’s delivery contacts (the “**Delivery Contacts**”) stated in Appendix 4 at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Location.

2.2.5. The Supplier shall provide the following information when notifying the Delivery Contact:

- Supplier name;
- Authority’s purchase order (“**PO**”) number.

2.2.6. The Delivery Contact will confirm:

- a. Booking reference number;
- b. Date and time of Supplier attending the relevant Premises and Location: and
- c. Premises and Location 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.

2.2.8 The Authority shall ensure access to Premises and Locations by the Supplier is provided for the provision of the Services in accordance with clause 4.2 of the Call-Off Terms and Conditions.

2.2.9 The Delivery Contact will report any technical issues to:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

2.4.1 The Supplier shall ensure that the Goods are fit for purpose.

2.4.2 The Supplier shall deliver the Goods and Services in accordance with Good Industry Practice.

2.4.3 Timely delivery of the Goods and Services.

2.4.4 Quality of Services - Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.

2.4.5 Proof of the Services having been performed in accordance with Annex A, clause 1.

(2.5) Quality standards:

2.5.1 If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

2.5.2 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.

(2.6) Contract monitoring arrangements:

2.5.3 The Authority's Contract Manager and the Supplier's Contract Manager shall meet quarterly to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.

2.7.2 Examples of management information that can be requested, but not limited to, are:

- Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.
- Performance against below key performance indicators (the "**KPIs**").
- Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).
- Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).
- The Performance Standards as stated in section 2.4 of this Order Form.

2.7.3 Performance and KPIs to be reported by the Supplier on a quarterly basis include:

- a. Overall contract operational performance
- b. Delivery failures and root cause analysis
- c. Invoicing and billing
- d. Establish any improvement action plans required
- e. Process improvements / best industry practice
- f. Review and discussion of a continuous improvement plan
- g. Review of risks
- h. Objective reviews and scope for delivery of Goods

i. Any other business.

3. CONFIDENTIAL INFORMATION (if applicable)

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

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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.

For and on behalf of the Authority

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed: 29 December 2023

For and on behalf of the Supplier

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed: 22/12/23

Annex A

Order Specific Key Provisions

1. 1. Acceptance

- 1.1. The Supplier shall perform the Services at the Premises and Location set out in Appendix 4 of this Order Form.
- 1.2. The following criteria for the acceptance of the Services performed by the Supplier by the Authority shall apply ("**Acceptance**"):
 - a. Upon performance of the Services the Supplier shall produce and submit to the Authority a service report for signature by the Authority's authorised representative.
- 1.3. If Services are deemed not to be Accepted by the Authority, the Supplier shall reperform the Services at their own cost.

2. Invoicing Terms

- 2.1. Payment terms are net 30 (thirty) days from receipt of a valid invoice.
- 2.2. Following 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.
- 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 Acceptance to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 2.5. All invoices must be sent quoting a valid PO 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. The Supplier shall provide compliant invoices that include, 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. 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 Premises and Location in accordance with clauses 1.2 a) above.

Appendix 2 – Specifications of the Goods

Specifications and Requirements

Specifications and Requirements

This section contains reference information about the specifications of the Panther/Panther Fusion System, the requirements for running the system, system output, and capacities.

Physical Specifications

Table 4. Size and Weight Specifications

Component	Dimensions (W x D x H)	Weight
Panther System* Panther System with Continuous Fluids and Waste*	122.0 x 81.5 x 175.0 cm (48 x 32 x 69 in)	363 kg (800 lbs)
Fusion Module	71.0 x 81.5 x 175.0 cm (28 x 32 x 69 in)	211 kg (465 lbs)
Panther Fusion System	193.0 x 81.5 x 175.0 cm (76 x 32 x 69 in)	574 kg (1265 lbs)
UPS (Optional)	21.4 x 41.0 x 32.5 cm (8.4 x 16.1 x 12.8 in)	34.5 kg (76 lbs)
MTU Expansion Module— Panther Plus (Optional)	35.0 x 60.0 x 103.0 cm (13.8 x 23.6 x 40.6 in)	60 kg (132 lbs)
* Including the optional Panther Link and Panther Trax configurations.		

Specifications and Requirements**Table 5. Clearance Specifications**

Component	Dimension	Clearance
Panther System	Width	183 cm (6 ft) <i>Minimum</i> 244 cm (8 ft) <i>Recommended</i> 219 cm (7.2 ft) <i>Minimum with MTU Expansion Module (Panther Plus)</i> 275 cm (9 ft) <i>Recommended with MTU Expansion Module (Panther Plus)</i>
	Front	91.4 cm (3 ft)
	Vertical	198 cm (6.5 ft)
Panther Fusion System	Width	244 cm (8 ft) <i>Panther with Fusion minimum</i> 305 cm (10 ft) <i>Recommended</i>
	Front	91.4 cm (3 ft)
	Vertical	198 cm (6.5 ft)

Environmental Requirements**Table 6. Environmental Requirements**

Topic	Requirement
Environment	Indoor use only
Sunlight	No direct sunlight Sunlight may mislead optical sensors and affect performance
Dust	No excessive dust

Specifications and Requirements**Table 6. Environmental Requirements (Continued)**

Topic	Requirement
Altitude	Operation: Altitude equal to or less than 2,000 m (6,562 ft) above sea level Storage: As required for travel
Temperature	Operating: 15–30 °C Storage: 5–45 °C Transport: -20–70 °C
Relative Humidity	Operating: 20–85% non-condensing Storage: 10–90% non-condensing Transport: 10–90% non-condensing
Pollution Degree	2
Installation Class	II

Table 7. Environmental Output

Topic	Requirement
Heat Dissipation	1000 watts (3400 BTU/hour) during steady state
Drain Output	None: waste fluids drain to removable containers Panther Plus - Waste-to-Drain Module: <ul style="list-style-type: none"> Liquid waste from the instrument pumped directly out to a designated drain.

Specifications and Requirements

Power Requirements

Table 8. Panther System, Panther System with Continuous Fluids and Waste, and Panther TR System Power Requirements (including optional Panther Link, Panther Plus, and Panther Trax System upgrades)

Topic	Requirement
Voltage	100–240 VAC \pm 10%
Frequency	50–60 Hz
Average Power Consumption	700 W
Peak Power Consumption	1400 W <ul style="list-style-type: none"> • 100 VAC circuit draws 13 amps • 240 VAC circuit draws 5.4 amps
Fuse	Thermal circuit breaker



Note—A power outlet with a dedicated 20 amp circuit (minimum) is required per system.



Warning—Do not use a detachable power supply cord with an inadequate power (amperage) rating. Use of an inadequate power cord may result in catastrophic damage to the system and/or loss of life. Please contact Hologic Technical Support for approved power cord replacements.

Appendix 3 – Warranty Information

Description	Warranty Details
12 Month Product Warranty	<ul style="list-style-type: none">• The Supplier warrants that Products will be free from defects in material and workmanship for a period of 12 months from the date of delivery (the “Warranty Period”).• The Supplier shall repair or replace any defective product (or part in question) free of charge.• The warranty in clause shall apply to any replaced or repaired products for the unexpired term of the Warranty Period.

Appendix 4 – Premises and Locations

Site	Address	Postcode	Delivery Contact	Email and Contact Number
UKHSA Bristol	2 Rivergate, Temple Quay Bristol	BS1 6EH	████████	████████████████████
UKHSA Cambridge	Hills Road Cambridge	CB2 0QQ	████████	████████████████████
RIPL Porton Down	Manor Farm Road Porton Down Wiltshire	SP4 0JG	██████ ██████	████████████████████