

Appendix 1**National Microbiology Framework Agreement
Order Form - C140678****FROM**

Authority:	UK Health Security Agency
Invoice address:	<p>UKHSA Billing Address: Accounts Payable, UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: [REDACTED]</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes, as a minimum:</p> <ul style="list-style-type: none"> • a valid PO number; • PO line item number (if applicable); • the details (name and telephone number) of the Contract Manager (named below) for this Order Form together with confirmation from the Authority of Acceptance. <p>Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>In support of Goods delivered the Supplier shall provide to the Authority a signed delivery note and a copy of the signed installation form confirming receipt and satisfactory installation of the Goods at the Authority's nominated Premises.</p>
Contract Manager:	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Secondary Contact: eg. business operational contact, project manager	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Procurement lead	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
Name and address for notices:	<p>Name: [REDACTED] Address: UK Health Security Agency</p>

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

	Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Pipeline Code: [REDACTED] Atamis Project Code: [REDACTED] Contract Code (quote on PO): C140678

TO

Supplier:	SPT Labtech Ltd Company Number: 38000000 Registered Address: Melbourn Science Park Melbourn Hertfordshire SG8 6HB United Kingdom
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: N/A Phone: N/A E-mail: N/A
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Melbourn Science Park Melbourn Hertfordshire SG8 6HB United Kingdom

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 checked="" 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	(only applicable if one or more boxes are checked)
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	
	1. TUPE applies at the commencement of the provision of Services	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

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

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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS**(1.1) Commencement Date: 06/02/2023****(1.2) Services Commencement Date (if applicable): TBC – date of installation****(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1	Goods		
2	Transportation		
3	Installation and commissioning	£ -	
4	Training	£	FAS training at each site
5	Repairs/maintenance	£ -	Covered for year 1, pricing for second year 2+ TBC

<i>Total</i>	£ 1,527,660.00		
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(1.4) Term of Contract:

12 months, or expiry on 31 March 2024 (whichever is sooner)

(1.5) Term extension options:

Not applicable

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services:****Goods:****Liquid Handlers and consumables (as per quote)**

- Multi-channel non-contact dispenser – dragonfly® discovery
- Multi-channel positive displacement pipetting equipment – mosquito® HV genomics

Services:

Delivery to K&N warehouse at Heathrow Airport

Installation at laboratories

Training delivered to min. 2 on-site staff at respective laboratories

Quote:



Q-12980-v1 SPT - UK
- UKHSA-NVAP - MH

Dragonfly® Discovery product specification:



SPT - Dynamic duo -
April 2022.pdf

Mosquito® HV genomics product specification:



mosquito HV
genomics Product D

Installation and training provision (example)



Install doc
example.pdf

Original specifications



CRE-ID 2386 -
Specification v1.0.doc

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

Kuehne+Nagel
Heathrow South Cargo Centre
Unit 1, Girling Way
Feltham, TW14 0PH

Shipping Terms

Delivered Duty Paid (DDP) to Heathrow South Cargo Centre, using Incoterms® 2020

Installation and Training to be provided at the following Premises and Locations:

Country	Number of laboratories	Genomic sequencing capacity required
Ethiopia	1	1,000 per month
Kenya	1	5,000 per month
Brazil	1	5,000 per month

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

Brazil	1	5,000 per month
Brazil	1	5,000 per month
Brazil	1	5,000 per month

Please note due to the confidentiality of the laboratory location required, the exact address will not be recorded in this Order Form.

The precise location of each laboratory will be communicated to the Supplier as soon as reasonably possible once the Order Form has been signed by both parties.

This information is strictly confidential and the Supplier may not share this with any sub-contractors or third-parties unless given express written permission by the Authority.

(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:

N/A

(2.5) Quality standards:

N/A

(2.6) Contract monitoring arrangements:

KPI - In the event that the Goods malfunction in any way that is valid under the Supplier's warranty, the Supplier shall ensure that the Goods do not experience operational downtime for no longer than 5 calendar days

(2.7) Management information and meetings:

N/A

3. CONFIDENTIAL INFORMATION (if applicable)

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

N/A

(3.2) Duration that the information shall be deemed Confidential Information:

N/A

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

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4. DATA PROCESSING (if applicable)


(4.1) Personal Data to be processed by the Supplier:
N/A

5. LEASE / LICENSE (if applicable)

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


For and on behalf of the Authority

DocuSigned by:


Full Name: 
Job Title/Role: Associate Commercial Specialist
Date Signed: 13/02/2023

For and on behalf of the Supplier

DocuSigned by:


Full Name: 
Job Title/Role: CEO
Date Signed: 13.2.2023

Annex A

Order Specific Key Provisions

1. Introduction

- 1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form. *[Insert further sections as required for the purposes of the specific Order]*