

Appendix 1
National Microbiology Framework Agreement
Order Form – C102520

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX
Invoice address:	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX Email: [REDACTED]
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] Email: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW10 3HX
Internal reference (if applicable):	UKHSA CRE-ID 3771

TO

Supplier:	Fujirebio Europe N.V Technologiepark 6, 9052 Gent, Belgium
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

Account Manager:	Name: [REDACTED] E-mail: [REDACTED] Phone: [REDACTED]
Name and address for notices:	Name: Fujirebio Europe Address: Technologiepark 6, 9052 Gent, Belgium

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	<div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <table><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><tr><td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</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"/>	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	<div>(only applicable if one or more boxes are checked)</div>
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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"/>

1. CONTRACT DETAILS**(1.1) Commencement Date:** 29 September 2022**(1.2) Services Commencement Date (if applicable):**

N/A

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

The maximum value of the Goods that can be ordered under this Contract is 93,400 Euros (Ninety Three Thousand, Four Hundred Euros only) excluding VAT and inclusive of Delivered at Place (DAP) (the "Contract Price"). Full details of the Contract Price are contained in the Table 1a in Clause 1.3.1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.1. Contract Price breakdown:

The Authority requires, and the Supplier shall provide, the products in Table 1a within this Clause. The Authority will raise a purchase order detailed in Appendix 1 – Goods and Contract Price.

Table 1a: Requirements

Product Description	Volume	Unit Price
Serodia TPPA <220T RUO>		

1.3.2. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.3. Payment terms are net 30 days from receipt of a valid monthly invoice.

1.3.4. Within 10 Business Days of receipt of the Supplier's 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.

1.3.5. The Supplier shall provide a consolidated invoice to the Authority for all Goods received and accepted by the Authority.

1.3.6. All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.

1.3.7. All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of account on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

1.3.8. To avoid delay in payment the Supplier shall provide a compliant invoice that includes, 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.

1.3.9. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

(1.4) Term of Contract:

1.4.1. Unless terminated earlier, this Contract shall expire on 31st December 2022

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 not less than 90 days written notice.

(1.5) Term extension options:

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods:

2.1.1 The Authority will purchase, and the Supplier will supply testing kits for use as part of testing algorithm for serological testing of Treponemal infection (the "Goods").

Product Description	Volume	Unit Price
Serodia TPPA <220T RUO>	[REDACTED]	[REDACTED]
	Total Amount	€93,400

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

2.2.1. The Supplier will in accordance with the Ordering Process in 1.3 herein deliver the agreed quantity of Goods directly to the Authority's Premises and Locations identified below

2.2.2. The Supplier shall deliver agreed quantities of the Goods to:

Bristol UKHSA,
Severn Pathology Stores,
South Mead Hospital,
Bristol, BS10 5DA

2.2.3. All planned deliveries need to be pre-advised 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:

(a) Primary delivery contact: [REDACTED]

or

(b) Additional delivery contact: [REDACTED]

2.2.3 Please provide the following data when notifying the Delivery Contact:

- (a) Supplier name;
- (b) Authority's PO number;
- (c) Item reference, Supplier's part code, description, quantity, batch number, storage requirements and barcode;
- (d) Item / pallet / carton reference for multi-pallet / carton shipments; and
- (e) Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.4 The Delivery Contact will confirm:

- (a) Booking reference number;
- (b) Date and time of delivery slot (where applicable); and
- (c) Delivery address.

2.2.5 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 delivery note confirming receipt.

2.2.6 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

2.2.7 The Goods return conditions will be as follows:

- (a) The Supplier is responsible for collecting the Goods.
- (b) The Supplier is responsible for the costs of returning/collecting the Goods.

2.2.8 Warranty:

- (a) In the event that Goods are deemed to be defective goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to requiring, and the Supplier shall: (a) refund of the price of such Goods; or (b) replacement Goods

2.2.9 Any orders placed or communicated directly by or on behalf of the Premises and Locations to the Supplier (other than by the Authority), if processed, shall be at the Supplier's risk and may not be authorised for payment by the Authority.

2.2.10 The Goods shall have a minimum shelf life of 12 months at time of delivery.

(2.3) Key personnel of the Supplier to be involved in the Goods / Services:Name: Phone: E-mail: **(2.4) Performance standards:**

- Timely delivery of the Goods in accordance with Clause 2.6 of this Order Form.
- Quality of Goods i.e. Goods to meet Specifications as stated in section 2.1 above.
- Proof of delivery supplied with each invoice.

(2.5) Quality standards:

The Supplier shall ensure that the Goods meet quality assurance standards as appropriate and only where specified in the Supplier's product documentation applicable to the Goods.

(2.6) Contract monitoring arrangements:

2.6.1 The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the ordering process.

2.6.2 The Authority Contract Manager and the Supplier Contract Manager may meet 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 (unless otherwise requested by the Authority).

(2.7) Management information and meetings:

2.7.1 An informal meeting may take place on a monthly basis with the Parties Contract Managers and relevant authorised representatives of the Authority until delivery is received in full.

2.7.2 The Supplier shall attend such other ad hoc formal and informal as maybe requested by the Authority from time to time.

2.7.3 At the Authority's request, 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. The Supplier shall provide the following performance and key performance indicators monthly:

- Not applicable

3. CONFIDENTIAL INFORMATION (if applicable)**(3.1) The following information shall be deemed Confidential Information:**

All commercial information, including price and forecasted volumes shall be deemed as confidential between the parties.

(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:**

N/A

For and on behalf of the Authority

For and on behalf of the Supplier

Date Signed: 03/10/22

Date Signed: 03.10.2022