

**National Microbiology Framework Agreement
Order Form
Promega UK Ltd
Reference C137038**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the “Authority”).
Invoice address:	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: business operational contact/project manager	Name: [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
Internal reference (if applicable):	CRE ID 4011

TO:

Supplier:	Promega UK Ltd, 2 Benham Road, Chilworth, Southampton, Hampshire, England, SO16 7QJ (the “Supplier”)
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Contract Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Secondary Contact:	Name: [REDACTED] [REDACTED] [REDACTED]
Account Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Promega Uk Ltd 2 Benham Road Southampton Science Park, Chilworth, SO16 7QJ E-mail: [REDACTED]

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 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:** 7th February 2023**(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 sixty-three thousand, seven hundred and seventy-one pounds and five pence. (£63,771.05) (Excl. VAT) (the “**Total Contract Value**”).

1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on 7th February 2023 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2023 (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 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 / Services:

The specification of the Goods (the “**Specification**”) is as set out by the manufacturer:

2.1.1 This contract covers the purchase of Maxwell RSC and RSC 48 Extraction Platforms.

Maxwell® RSC Instrument**Instrument Specifications**

Processing Time: 25–60 minutes	Dimensions: 13W × 13.6D × 11.8H inches (330.2 × 345.2 × 299.7mm)	Fuse: 250VAC, 2.5A, low breaking capacity, time-lag fuse (AC250V, T2.5AL, 5 × 20mm)	UV Bulb: Average lifetime approximately 6,000 hours, length 135.9mm, diameter 16mm, 4W, 0.17A current, 29V, spectral peak F 253.7, UV output 0.9W
Number of Samples: Up to 16	Power Requirements: 100–240VAC, 50/60Hz, 2.5A		
Weight: 24.2lb (11kg)			

Maxwell® RSC 48 Instrument**Instrument Specifications**

Processing Time: 30–70 minutes (depending on sample type and method)	Weight: ~60 lbs (~27 kg)	Service and Warranty: 1-year limited warranty on parts and labor. Extended service contracts
Sample Capacity: 1–48 Samples; (2) 24 position, removable trays	Main Power Voltage: 100–240V AC, 50/60Hz; autosensing; 4 Amps	UV-Bulb: Average lifetime approximately 9,000 hours, length 212.1mm, diameter 16mm, 6W, 0.17A current, 42V, spectral peak F 253.7, UV output 1.7W
Dimensions: (W × D × H): 21 × 21 × 14 inches (533.4 × 533.4 × 355.6 mm)	Operating Environment: 15–25°C	

2.1.2 The Supplier shall provide installation on-site by a Promega certified engineer and instrument training.

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

2.2.1 The Supplier shall deliver the goods to the site listed in Appendix 3 or such other location as the Authority specifies from time to time.

2.2.2 The Authority may at any time move equipment between laboratory sites, remove, substitute or add equipment to the contract. The Authority will endeavour to provide the Supplier with as much

notice of equipment moves as possible and, in any event, not less than 10 days' notice.

2.2.3 All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to attendance:

2.2.4 Primary delivery contact: Business Operational Contact: [REDACTED]

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

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.9 The Delivery Contact will confirm:

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

2.2.10 Delivery of the Goods/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 delivery, installation and any validation work has been carried out to the suppliers specification and has signed the delivery note to confirm acceptance.

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

Name: [REDACTED]

Address: Promega UK Ltd, 2 Benham Road, Chilworth, Southampton, Hampshire, SO16 7QJ

Phone: + [REDACTED]
[REDACTED]

(2.4) Performance standards:

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

(2.5) Quality standards:

The Supplier shall provide the platform to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(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.

(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 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).

2.7.2 Performance and key performance indicators to be reported by the Supplier on an annual basis include:

1. List of current equipment (the "Asset Register");
2. Schedule of the equipment for Planned Maintenance in the forthcoming year;
3. Schedule of the completed equipment Planned Maintenance;
4. Number of service call outs received with reference to associated equipment serial number;
5. Equipment performance reviewed including levels of equipment break down;
6. Review of response time and time to fix rate resolution
7. Details of callouts by location, including root cause analysis; and
8. Repairs carried on-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:

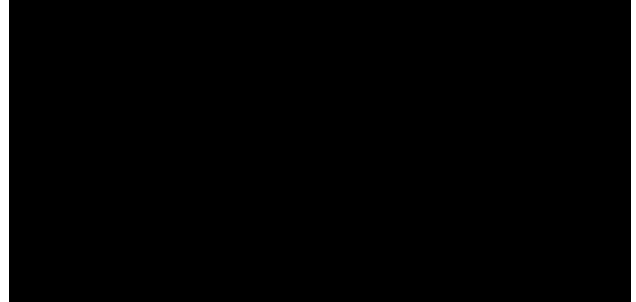
N/A

Signature for and on behalf of the Authority:

A large black rectangular box redacting the signature of the Authority.

Date Signed: 8th February 2023

Signature for and on behalf of the Supplier:

A large black rectangular box redacting the signature of the Supplier.

Date Signed: 08/02/2023

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods to the location set out in Section 1.3.3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid monthly 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 ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide a consolidated quarterly invoice to the Authority for all Services received and accepted by the Authority each quarter.
- 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 at first Supplier meeting) 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 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.
- 2.7 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:
[REDACTED]

Appendix 1 – Product Information & Price

Item #	Product Description	Qty.	UKHSA Price
AS4500	Maxwell(R) RSC System		
AS8500	Maxwell(R) RSC 48 System		
SA1352	Maxwell(R) RSC 48 Standard Service Agreement		
	Freight Charges		

Appendix 2 – Warranty/Service

Upon purchase of the Maxwell® RSC 48 Instrument, the instrument will be covered by a one-year Standard Warranty. The Standard Warranty covers all parts, labor and shipping to and from the depot repair location as well as a loaner instrument upon request, if available. If the Maxwell® RSC 48 Instrument needs repair, Promega will provide a box for shipment of the instrument back to our service facility. They will repair it and return it performing to original factory specifications. Preventive Maintenance service is available separately.

Once the initial one-year Standard Warranty has expired, the below is in place to continue service coverage:

Maxwell® RSC 48 Standard Service Agreement

The Maxwell® RSC 48 Standard Service Agreement covers all parts, labor and shipping to and from the depot repair location as well as a loaner instrument upon request, if available. If the Maxwell® RSC 48 needs repair, Promega will provide a box for shipment of the instrument back to the service facility. They will repair it and return it performing to original factory specifications. Preventive Maintenance visits are available separately.

Appendix 3 – Location for Delivery of Goods/ Services

UK Health Security Agency

**61 Colindale Avenue
Colindale
NW9 5EQ**

Point of Contact: 