

**National Microbiology Framework Agreement
Order Form**

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, ██ Email ██
Contract Manager:	Name: ████████████████████████████████████ E-mail: ██
Secondary Contact: business operational contact/project manager	Name: ████████████████████████████████████ E-mail: ██
Procurement lead	Name: ████████████████████████████████████ E-mail: ██
Name and address for notices:	Name: ████████████████████████████████████ Email: ██ Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR
Internal reference (if applicable):	CRE ID OEM ████████████████████████████████████

TO:

Supplier:	Thermo Fisher Scientific, Thermo Fisher Scientific, 3 Fountain Drive, Inchinnann Business Park, Paisley, PA4 9RF (the "Supplier")
Contract Manager:	██ Phone: ██ E-mail: ██

Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Thermo Fisher Scientific, 3 Fountain Drive, Inchinnann Business Park, Paisley, PA4 9RF 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 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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1" data-bbox="375 1646 1077 1982"> <tbody> <tr> <td data-bbox="375 1646 989 1724">1. TUPE applies at the commencement of the provision of Services</td> <td data-bbox="997 1646 1077 1724"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="375 1736 989 1803">2. TUPE on exit</td> <td data-bbox="997 1736 1077 1803"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="375 1814 989 1870">3. Different levels and/or types of insurance</td> <td data-bbox="997 1814 1077 1870"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="375 1881 989 1937">4. Induction training for Services</td> <td data-bbox="997 1881 1077 1937"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="375 1948 989 1982">5. Further Authority obligations</td> <td data-bbox="997 1948 1077 1982"><input type="checkbox"/></td> </tr> </tbody> </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"/>	(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"/>

1. CONTRACT DETAILS

(1.1) Commencement Date: 1 April 2021

(1.2) Services Commencement Date (if applicable):

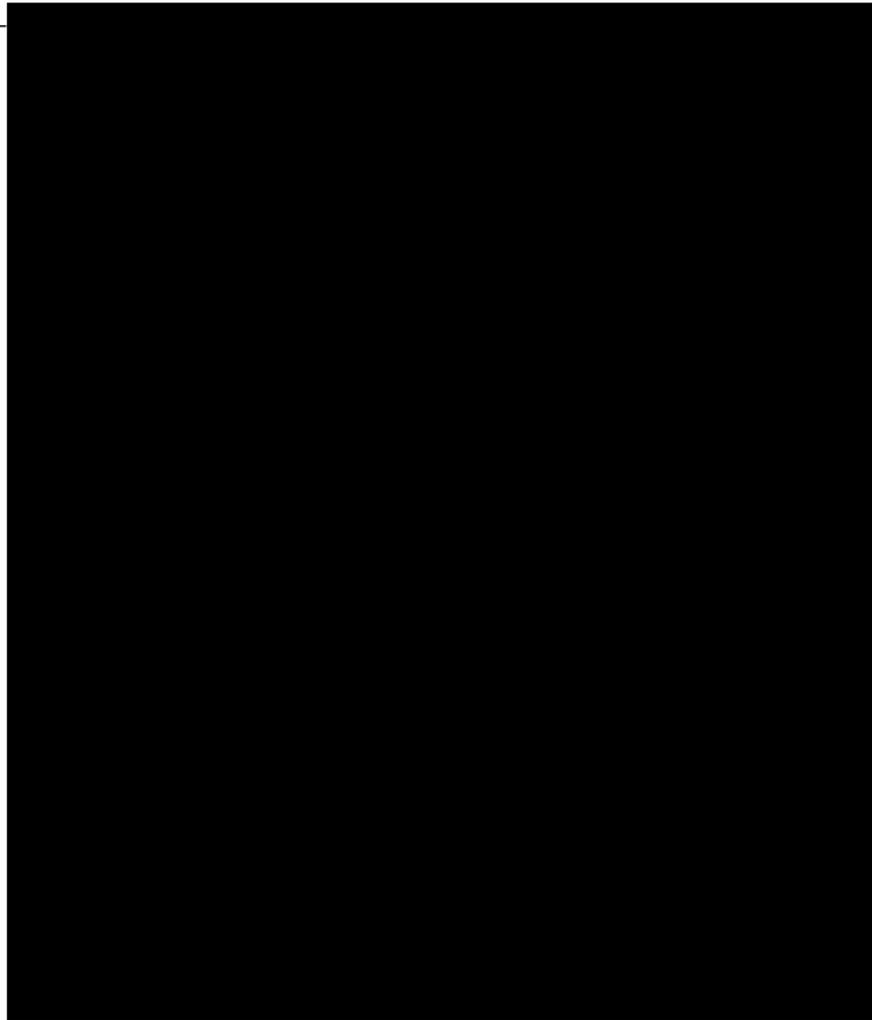
The service for each equipment shall commence upon expiry of such equipment's warranty in accordance with the table in Clause 2.1.2 (Pillar 1) and the table in Clause 2.1.5 (Pillar 2) of this Order Form (for each equipment this shall constitute the "Service Commencement Date").

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

1.3.1 The total contract value shall be one million, thirty-three thousand and two hundred and forty pounds and fifteen pence, £1,033,240.15 (Excl. VAT) (the "Total Contract Value"). The Total Contract Value is the maximum value of services which can be ordered under this Contract.

1.3.2 In this Contract the following words shall have the following meanings unless the context requires otherwise:

"Pillar 1"



<p>"Pillar 2"</p>	
<p>"RFL"</p>	

1.3.2 The Total Contract Value comprises the services and assets detailed in Appendix 1A and Appendix 1B (for Pillar 1) and Appendix 2A, 2B and 2C (for Pillar 2) (the **"Services"**).

1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier two (2) purchase orders that shall in cumulative value equal the Total Contract Value (the **"Purchase Orders"**). The Purchase Orders shall be for the values, and Services as specified below:

	Max Value (£) (ex Vat)
	£ 996,611.14
	£ 36,629.04

1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.

1.3.5 Subject to Annex A of this Order Form, the Supplier may submit a consolidated invoice to the Authority on receipt of the Purchase Orders in accordance with the table below:

1.3.6 The Supplier shall provide monthly consolidated invoices in accordance with Section 2 of Annex A - Order Specific Key Provisions

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

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

1.3.9 The Purchase orders issued by the Authority in respect of this Contract do not form part of this Contract.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on 1 April 2021 (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2022 (the "Term"). All service & maintenance provision provided by this Contract for [REDACTED] will end on 31st December 2021

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:

1.5.1 The Authority may give notice of its intention to extend the contract for the period 1 April 2022 to 31 March 2023, or such shorter period as the Authority may specify in the notice, (the "Extension

Period”) by giving the Supplier written notice no later than 31 January 2022.

1.5.2 The Authority shall, no later than 31 January 2022 provide the Supplier with details of its requirements for service, maintenance, repairs and training during the Extension Period (the **“Extension Requirements”**).

1.5.3 The Supplier shall, no later than 10 working days after receiving the Extension Requirements confirm its agreement to provide the Extension Requirements. In preparing the proposals, the Supplier may not increase the unit prices set out in Appendices 1 and 2.

1.5.4 The Parties shall, acting reasonably and in good faith, discuss and agree the terms on which the Supplier will meet the Extension Requirements during the Extension Period. These terms shall be incorporated into this contract by way of variation.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

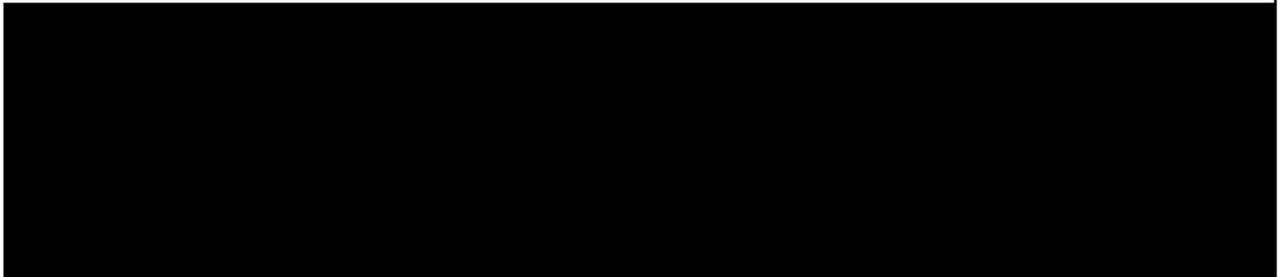
The specification of the Services (the "Specification") is as set out in this in this Clause 2.1.

2.1.1 This contract covers the service and maintenance of equipment utilised for Covid testing, installed as part of the Authority's program of equipment installations. The Services are detailed below and in Appendices 1 and 2.

2.1.2 The service commencement date for each Pillar 1 equipment shall be the date identified in the table below (see 'Start date of Service (post expiry of warranty)'). The Supplier shall provide the Services for such equipment from the service commencement date until the end for the Term.



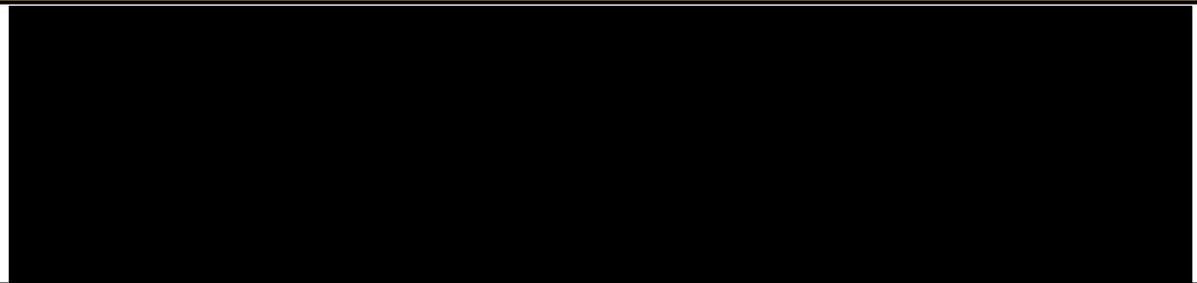
2.1.3 This Order Form covers the following Pillar 1 equipment. Individual equipment sites and locations are detailed in Appendix 1A.



2.1.4 For this Pillar 1 equipment, the Supplier shall provide the AB assurance and 24 hour response Service Level as detailed below and at Appendix 1B.

Support & Maintenance AB Assurance

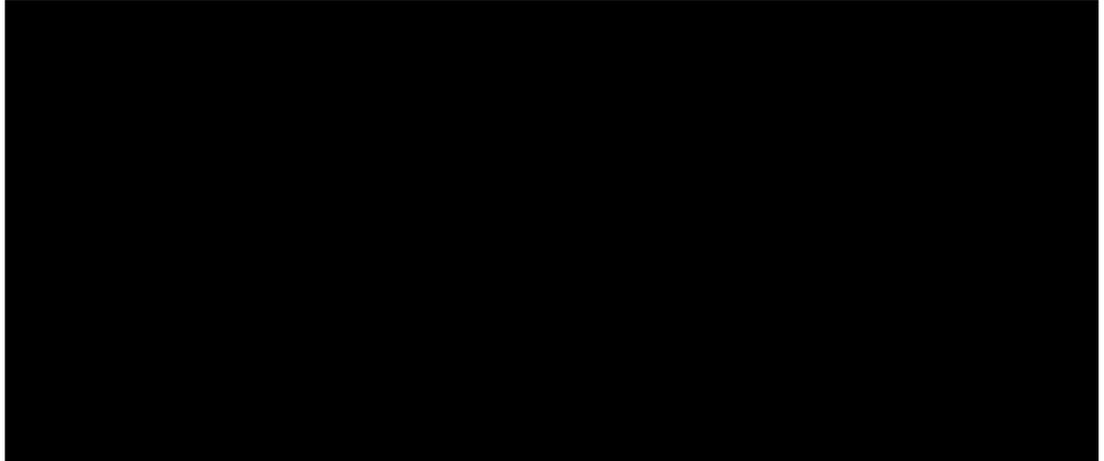
Field service



2.1.5 This Order Form covers the following Pillar 2 and Pillar 2 & RFL equipment. Individual equipment sites and locations are detailed in Appendix 2A and Appendix 2B.

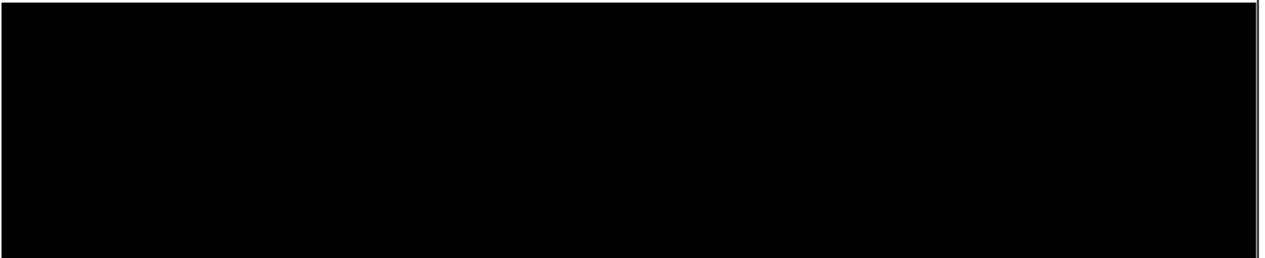
2.1.6 The Service Commencement Date for each Pillar 2 equipment shall be the date identified in the

table below (see 'Start date of Service (post expiry of warranty)'). The Supplier shall provide the Services for such equipment from the Service Commencement Date until the end for the Term.

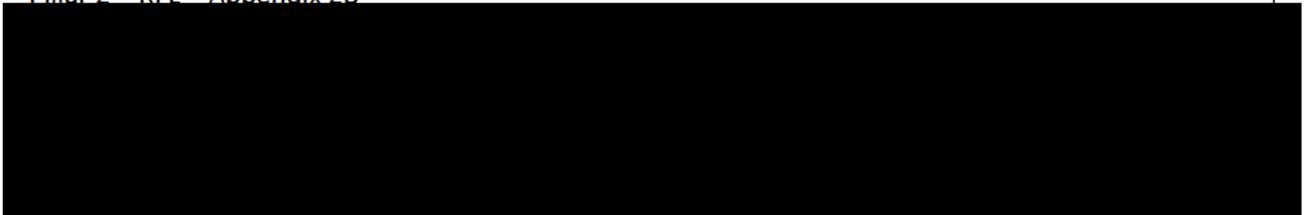


2.1.7 This Order Form covers the following Pillar 2 equipment. Individual equipment sites and locations are detailed in Appendix 2A and 2B.

Pillar 2 Lighthouse Labs (excluding RFL) - Appendix 2A



Pillar 2 – RFL – Appendix 2B



2.1.8 Both Pillar 2 and RFL: Service level shall be AB Assurance plus Premium as detailed below and at Appendix 2C.

Support & Maintenance AB Assurance plus Premium OS3 (ZGGD)
Application Support

[REDACTED]

Field service

[REDACTED]

2.1.7 The Supplier shall maintain an asset register of all equipment in respect of which the Support Services will be provided and provide in time for the meeting a monthly report as per Clause 2.7 of this Order Form to the Authority for all maintenance and repairs carried out on each site. The Asset Register will be updated by mutual agreement of the Parties by the addition and removal of equipment. The Parties shall review the Asset Register for accuracy no less often than once per month.

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

- 2.2.1 The Supplier shall deliver the support services to the sites listed in Appendices 1 and 2 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 shall 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 The Authority may, at any time by giving 1 months' notice to the Supplier add or remove equipment, and add or remove locations, set out in the tables above to the scope of this contract and the charges shall change in proportion to such equipment changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced, as applicable to reflect the amended scope set out in the notice.
- 2.2.4 If any assets transfer to the NHS during the Term, the remaining maintenance period will be included in the asset transfer agreement/s. The Supplier shall enter into any novation agreement reasonably considered necessary by the Authority to effect or facilitate such asset transfer.
- 2.2.5 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:
- 2.2.6 Primary delivery contact: Business Operational Contact Zoe Greenwell
E-mail: [REDACTED]
- 2.2.7 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).

2.2.8 The Delivery Contact will confirm:

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

2.2.9 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 signed the service / maintenance recording sheet.

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

Name: [REDACTED]

Address : Thermo Fisher Scientific, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

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

(2.5) Quality standards:

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. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

(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 a monthly basis include:

1. List of current equipment (the "Asset Register");
2. Schedule of the equipment for Planned Maintenance in the forthcoming month;
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 time to fix rate resolution, and review of Thermo Fisher escalation procedure if necessary;
7. Details of callouts by location, including root cause analysis; and
8. Repairs carried out at each 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:

[Redacted Signature]

For and on behalf of the Authority

Name: [Redacted Name]

Job title: [Redacted Job Title]

Date: 24 December 2021

Signature:

[Redacted Signature]

For and on behalf of the Supplier

Name: [Redacted Name]

Job title: [Redacted Job Title]

Date: 30th December 2021

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

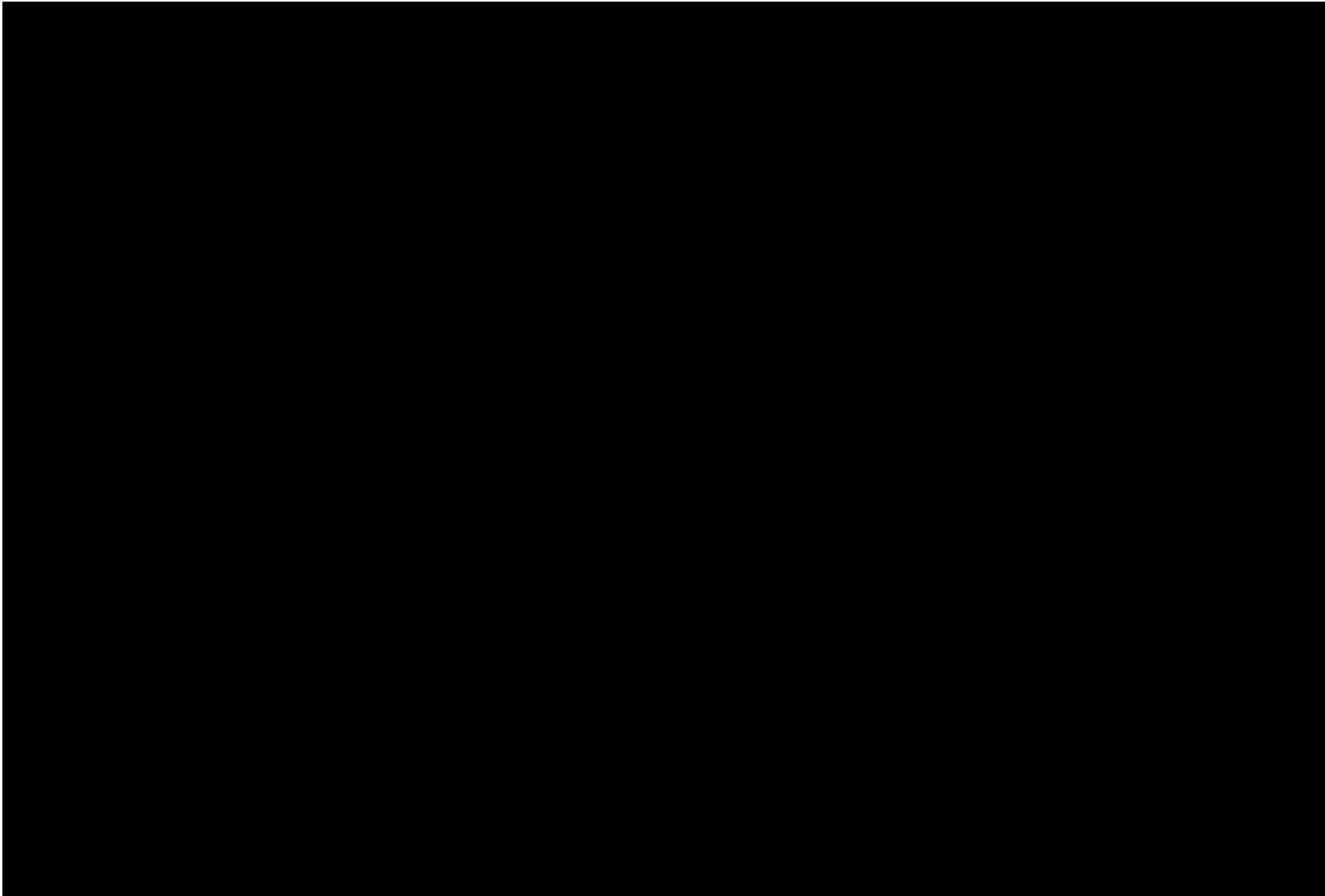
- 1.1. The Supplier shall deliver the services to the location set out in Section 2.2 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Annex A, Appendix 1A, 1B, 2A, 2B 2C and the Call-Off Terms and Conditions.

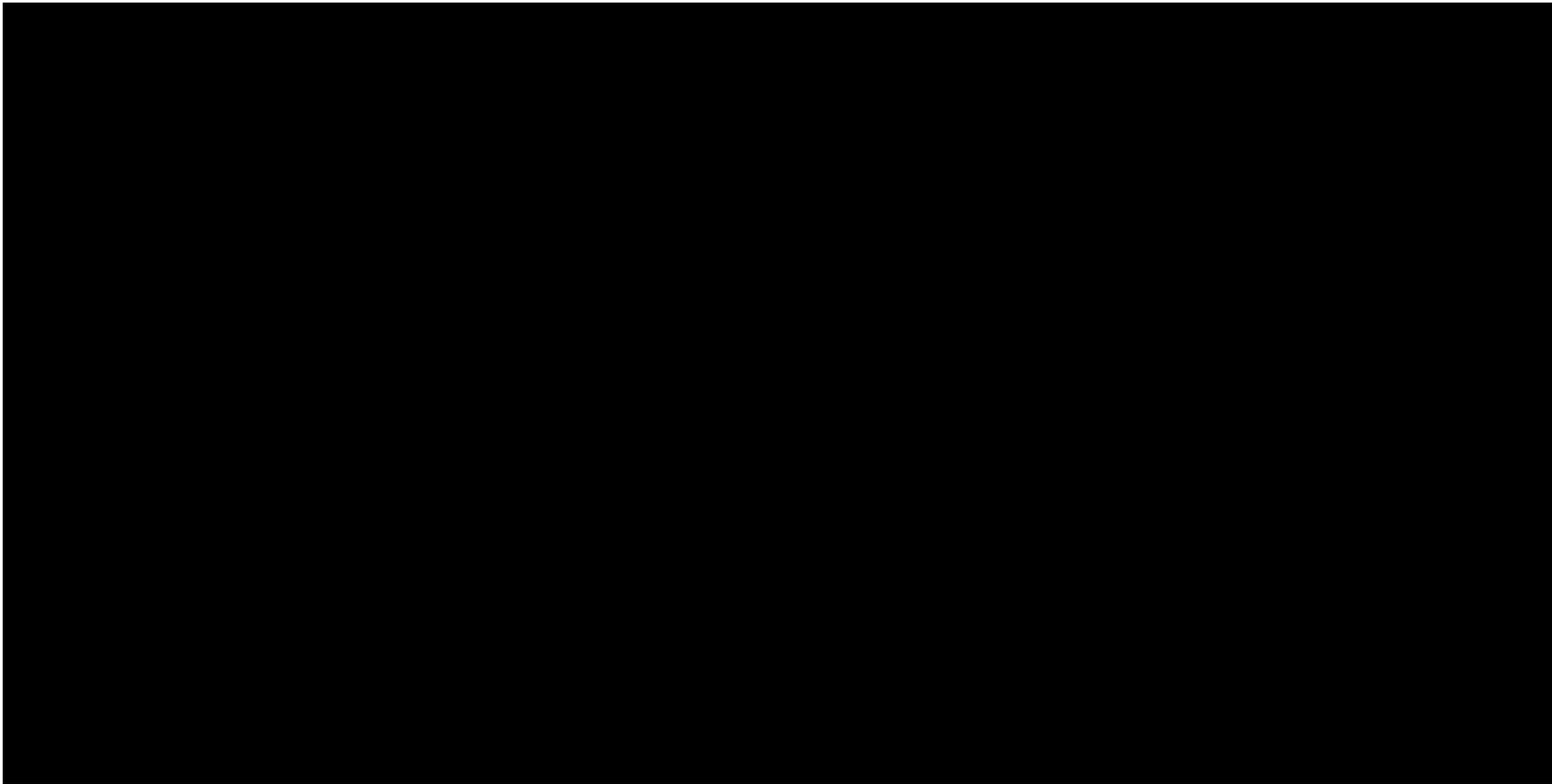
2. Invoicing Process:

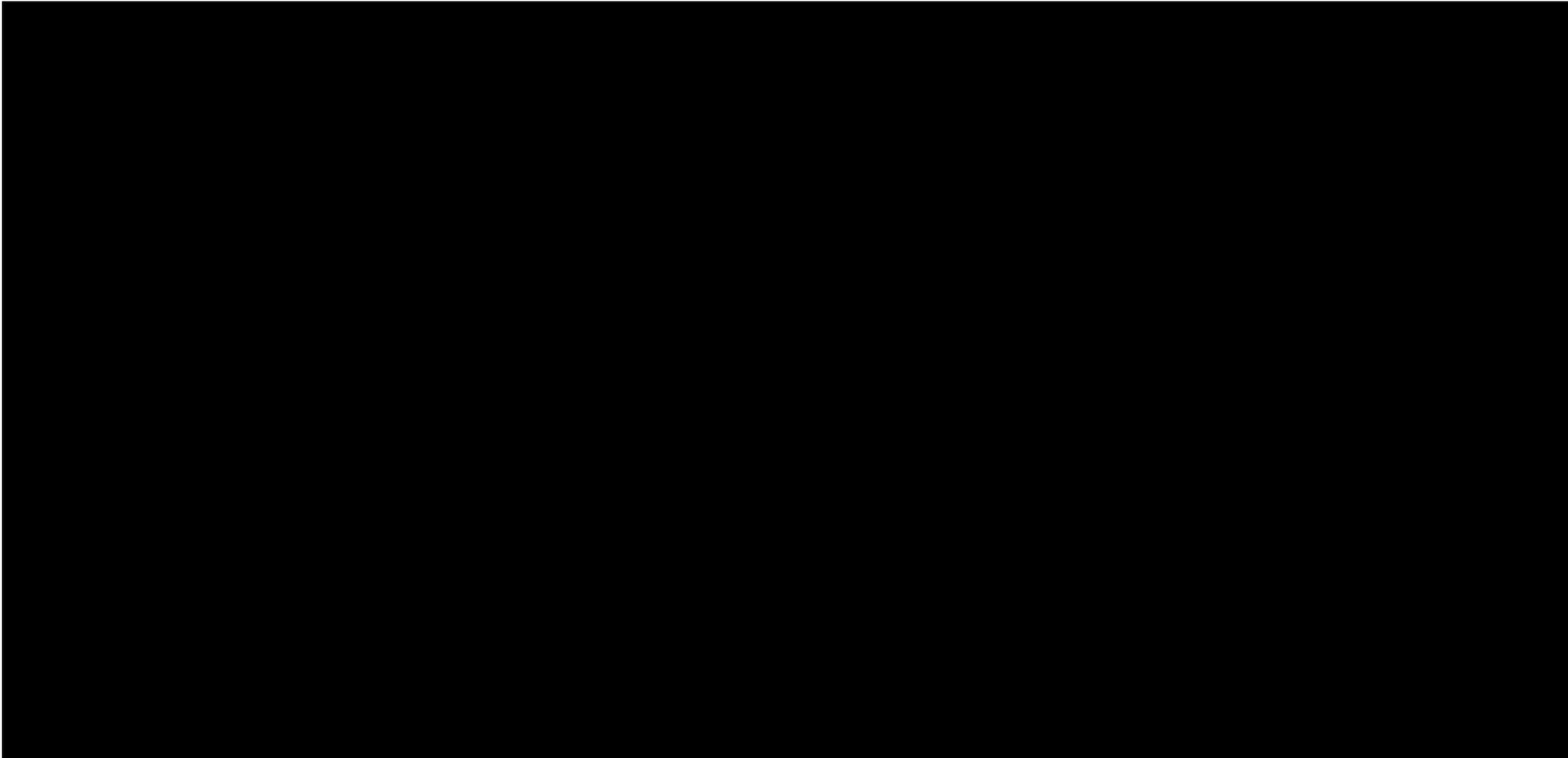
- 2.1 Payment terms are net 30 days from receipt of a valid monthly invoice.
- 2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.
- 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 1A
Pillar 1 Asset List, Location & Quotation Prices



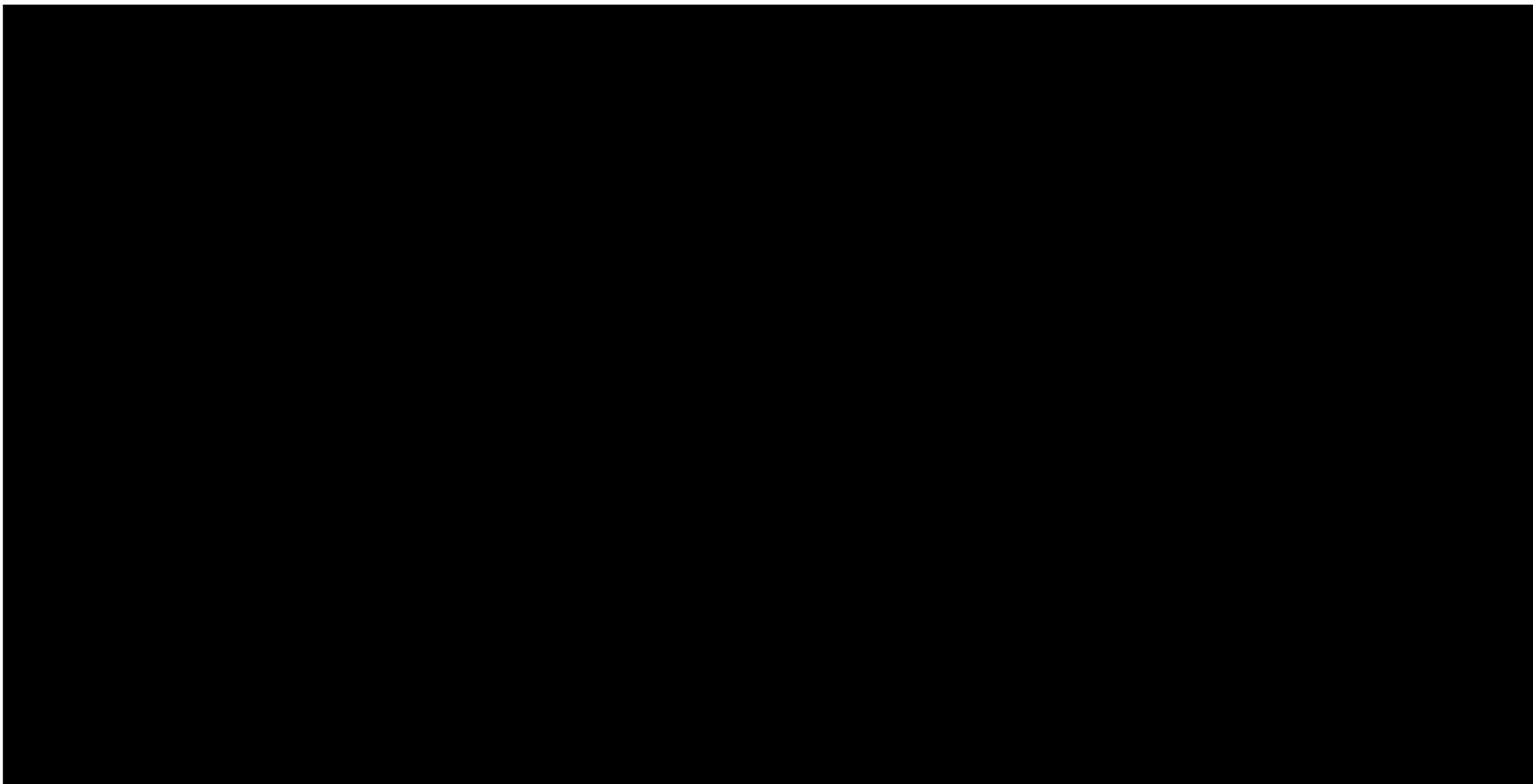


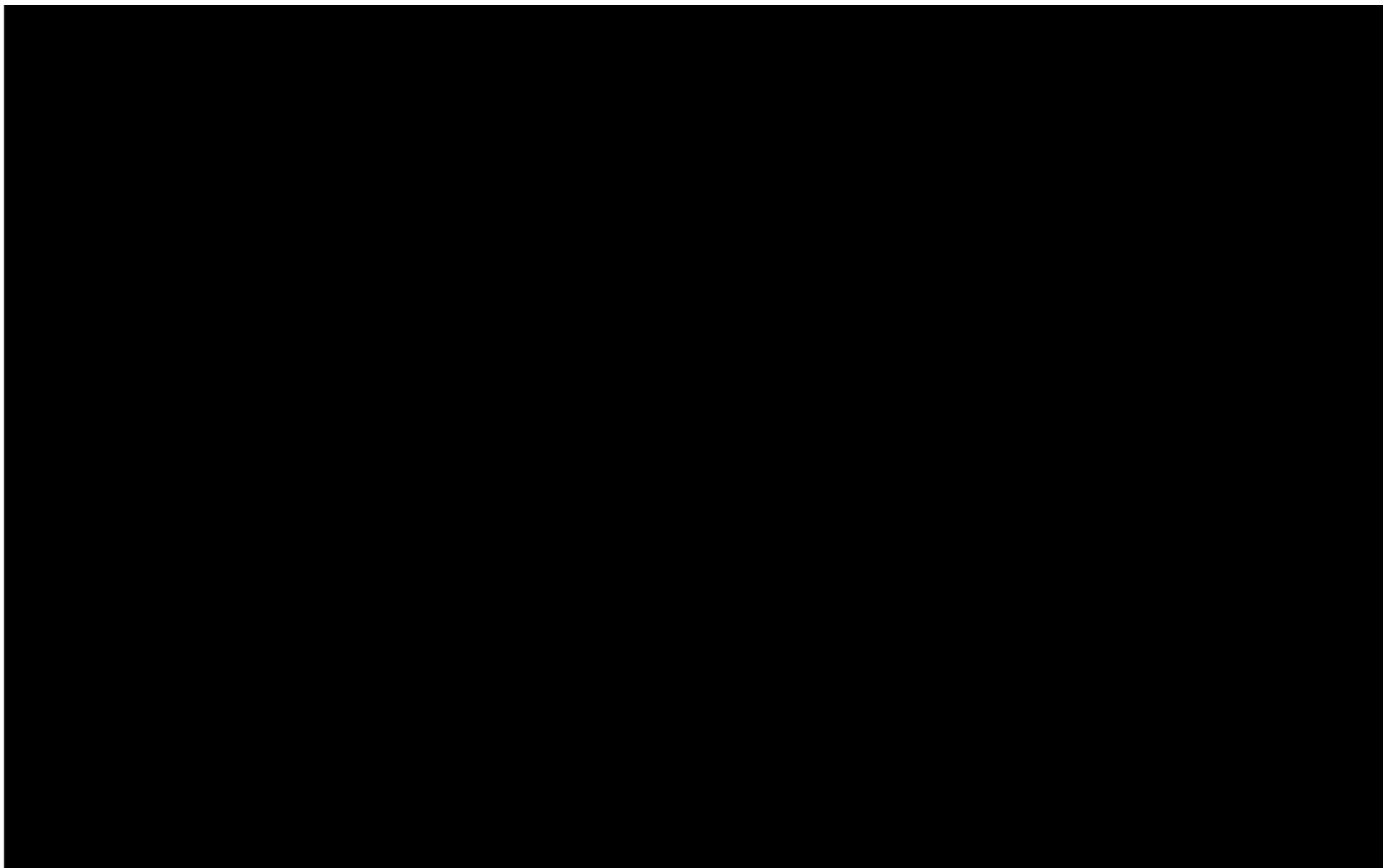






Pillar 1 – Devolved Administration – Scotland



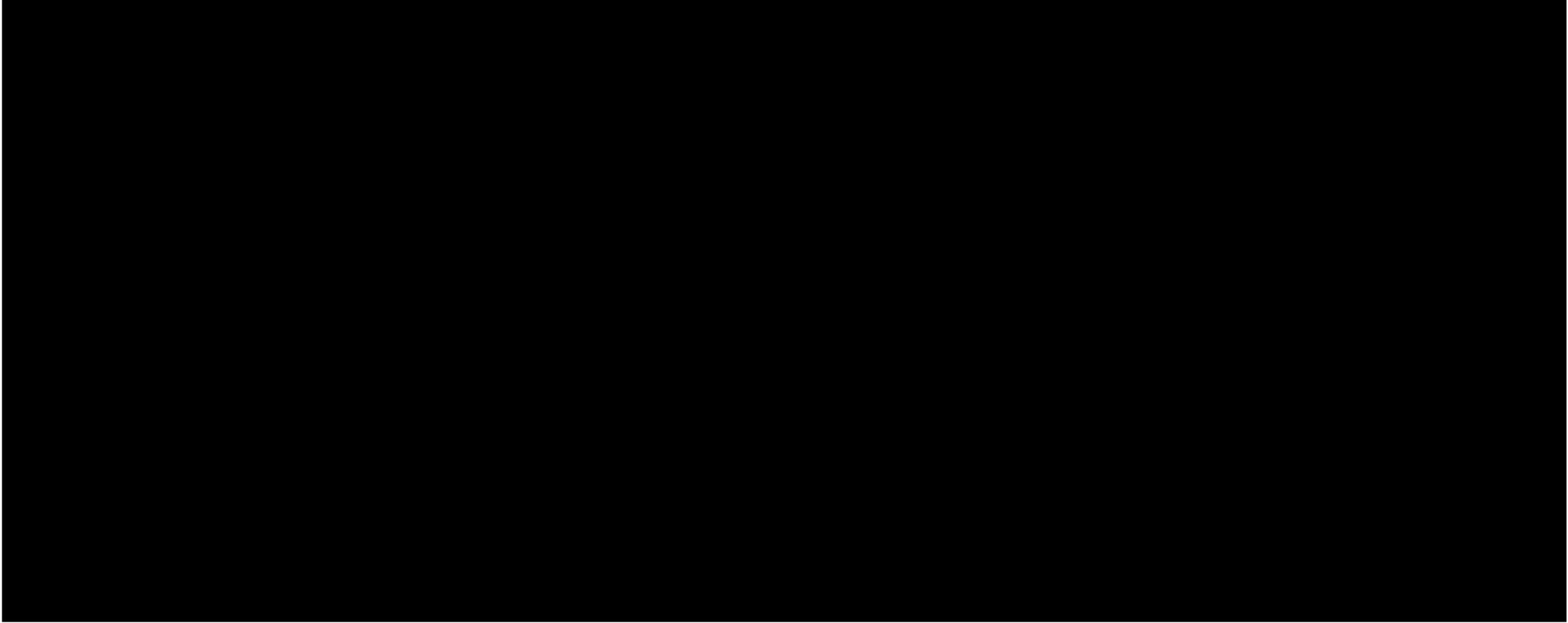


**Appendix 1B
Pillar 1 Service Level**

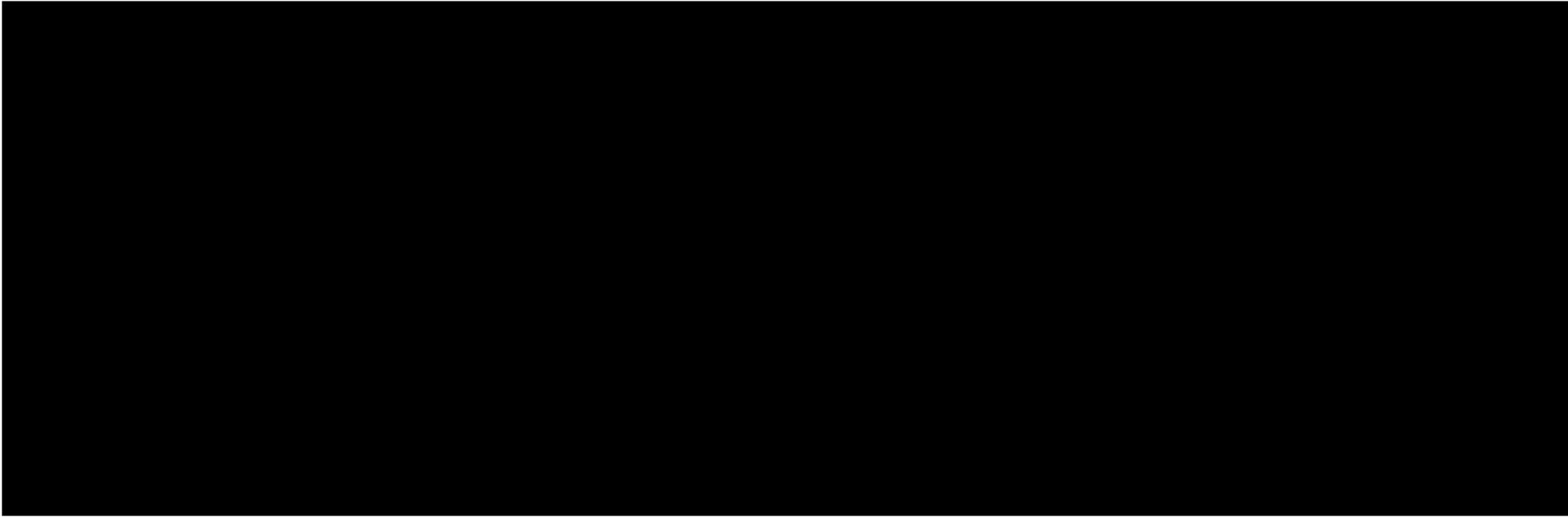
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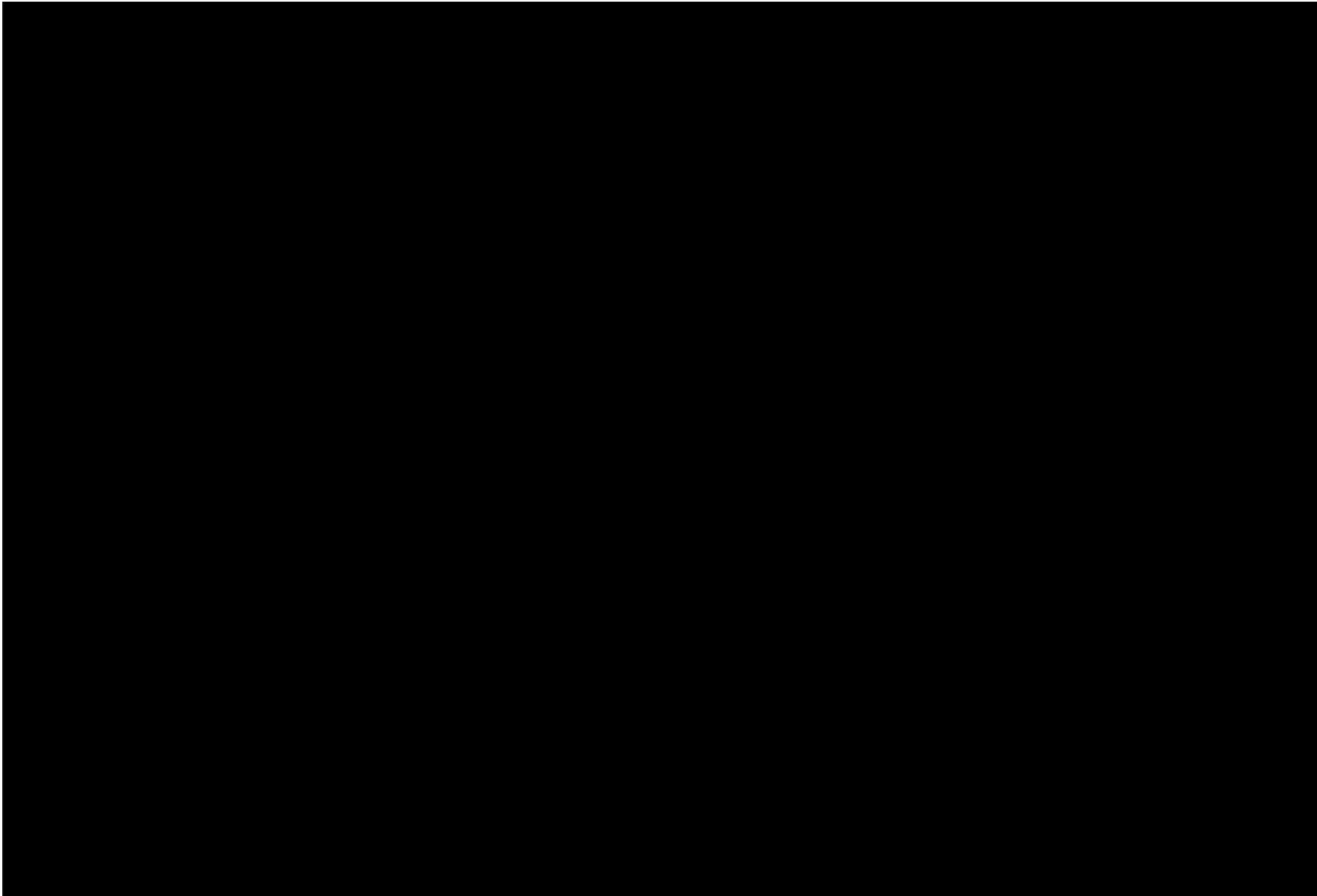
Support & Maintenance AB Assurance
Field service
[Redacted]

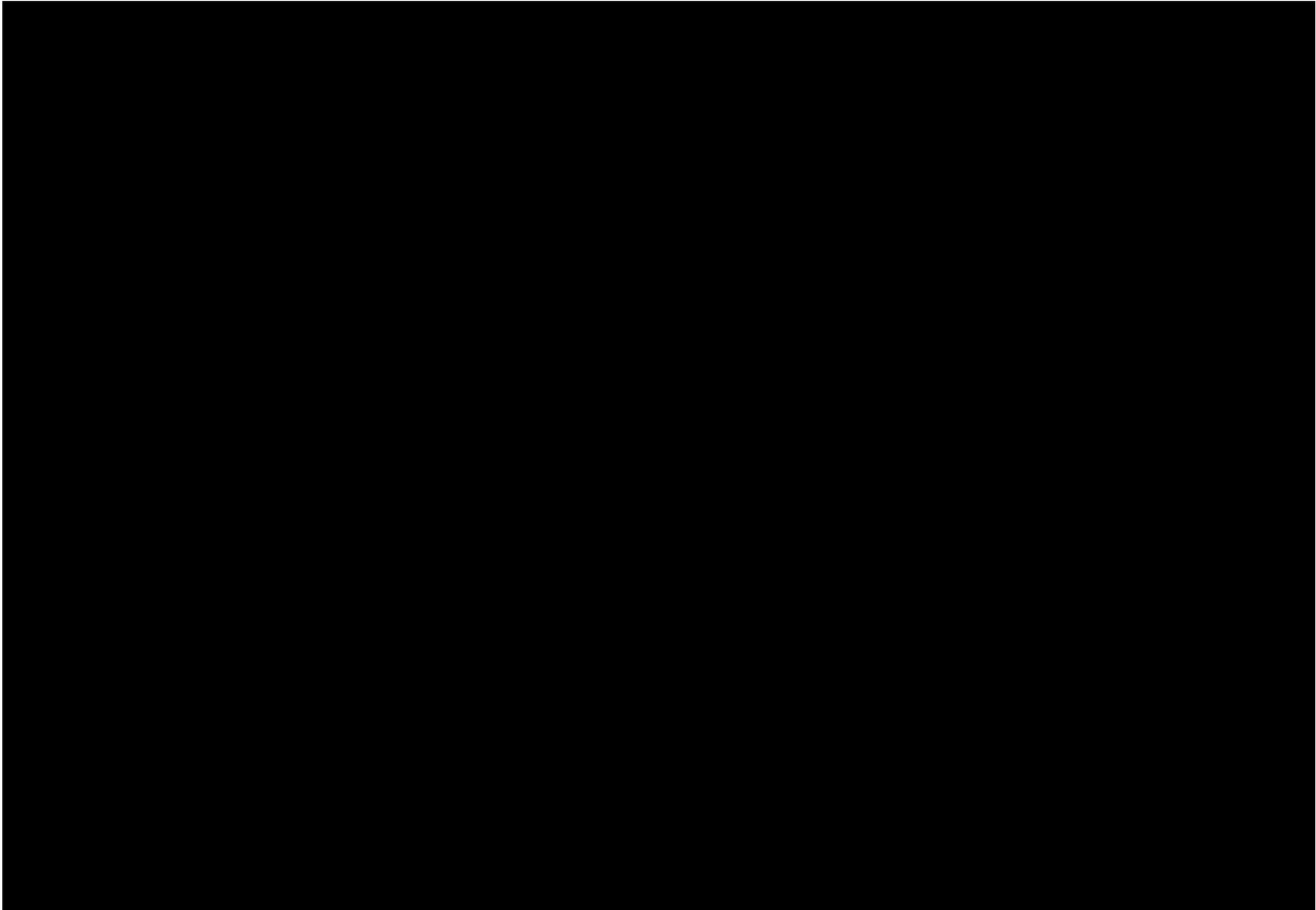
Appendix 2A



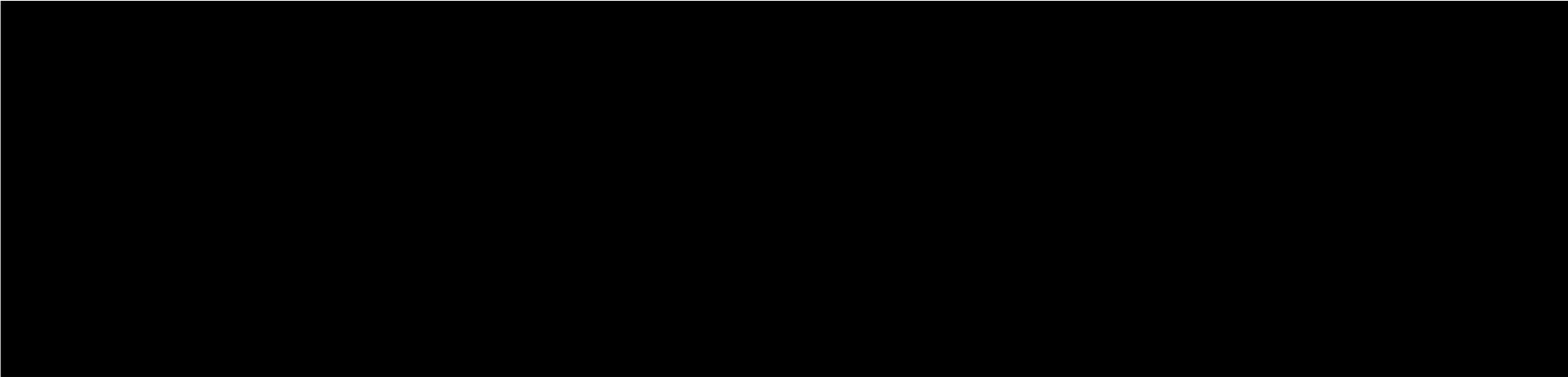








Appendix 2B
RFL Asset List & Quotation Prices



Appendix 2C
Pillar 2 & RFL Laboratories Service Level

Support & Maintenance AB Assurance plus Premium OS3 (ZGGD)
Application Support
Field service