# Appendix 1

# National Microbiology Framework Agreement Order Form – C293853 Beckman Coulter UK Limited

# **FROM**

Authority:	UK Health Security Agency (the "Authority")
Invoice address:	UKHSA Accounts Payable Team
	Manor Farm Road
	Porton Down
	Salisbury
	SP4 0JG
	United Kingdom
	Email:
Contract Manager:	Name:
	Phone:
	E-mail:
Secondary Contact: eg.	Name:
business operational	Phone:
contact, project manager	E-mail:
	Name:
Procurement lead	Phone:
	E-mail:
Name and address for	Name:
notices:	Address: UK Health Security Agency
	10 South Colonnade
	London
	E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form:
	Contract Code: C293853

# ТО

ТО	
Supplier:	Beckman Coulter UK Limited (the "Supplier")
	Registered Address: Oakley Court
	Kingsmead Business Park
	London Road
	High Wycombe
	Buckinghamshire
	HP11 1JU
	Company Number: 00640961
Contract Manager:	Name:
	Phone:
	E-mail:
Secondary Contact:	Name:
	Phone:
	E-mail:
Account Manager:	Name:
	Phone:
	E-mail
Name and address	Beckman Coulter UK Limited
for notices:	
	Registered Address: Oakley Court
	Kingsmead Business Park
	London Road
	High Wycombe
	Buckinghamshire
	HP11 1JU
1	·

# 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	(only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	⊠ (only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	(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	(only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	(only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	(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:  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  6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	(only applicable if one or more boxes are checked)

7.	Inclusion of a Change Control Process	
8.	Authority step-in rights	
9.	Guarantee	
10.	Termination for convenience	
11.	Pre-Acquisition Questionnaire	
12.	Time of the essence (Goods)	
13.	Time of the essence (Services)	
14.	Specific time periods for inspection	
15.	Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	
16.	Right to terminate following a specified number of material breaches	
17.	Expert Determination	
18.	Consigned Goods	
19.	Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	
20.	Management Charges and Information	
21.	COVID-19 related enhanced business continuity provisions	
22.	Buffer stock requirements	
23.	Modern slavery	
Key	r Specific Key Provisions set out at Annex A Provisions) to this Order Form shall also ap	⊠ (only applicable if this box is checked)

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#### 1. CONTRACT DETAILS

## (1.1) Commencement Date:

The date the Order Form is signed by both Parties.

#### (1.2) Services Commencement Date (if applicable):

The Services will commence on 1st July 2024.

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

- 1.3.1. The maximum value of the Services that can be ordered under this Contract shall be nine hundred and ninety-nine thousand pounds and ninety-two pence only (£999,000.92) (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)

Lab	Equipment	Serial Number	Pricing April 2024 – June 2024	Pricing July 2024- March 2025	Pricing April 2025 – March 2026
Bristol	Biomek i7	B8758521F019	£	£	£
Birmingham	Biomek i7	B8758521F020	£	£	£
CSL	Biomek i7 hybrid enclosed	B8758521B013	£	£	£
CSL	Biomek i7 hybrid enclosed	B8758521B014	£	£	£
CSL	Biomek i7 hybrid enclosed	B8758521E005	£	£	£
CSL	Biomek i5 Span8 with enclosure	B8758421F003	£	£	£
CSL	Biomek i5 Multichannel with enclosure	B8758322D001	£	£	£
CSL	Biomek i5 Multichannel with enclosure	B8758321F002	£	£	£

CSL	Biomek i5 Multichannel with enclosure	B8758321F001	£	£	£
CSL	Biomek i7 hybrid enclosed	B8758521F016	£	£	£
CSL	Biomek i5 Span- 8 with enclosure	B8758422C002	£	£	£
Leeds	Biomek i7	B8758521F014	£	£	£
Manchester	Biomek i7	B8758521F009	£	£	£
Manchester	Biomek i7 hybrid enclosed (Mothball)*	B8758521E003	N/A	£	£
Manchester	Biomek i7	B8758521F015	£	£	£
Porton	PT CytoFlex 4 Lasers with Plate Loader	BA08001	£	£	£
Porton	PT CytoFlex 4 Lasers with Plate Loader	AW48001	£	£	£
Porton	PT CytoFlex 4 Lasers with Plate Loader	AW48002	£	£	£
Lab	Equipment	Serial Number	Pricing April 2024 – June 2024	Pricing Nov 2024 – March 2025	Pricing April 2025 – March 2026
Porton	CytoFlex SRT	BF35157*	N/A	£	£
	Total (ex VAT):		£	£	£

<sup>\*</sup>B8758521E003 is currently mothballed. The equipment will be referenced within the contract, but a PO will not be issued for this piece of equipment unless it is brought back into service during the lifetime of the contract.

\*BF35157 is currently under warranty until October 2024. The Services will commence on this instrument from November 2024.

1.3.6. POs 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 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 30<sup>th</sup> June 2026 (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:

- 1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 1 (one) period of up to 24 (twenty-four) months, (the "Extension Period"), in accordance with Clause 15.2 of the Call Off Terms and Conditions.
- 1.5.2 The Authority may request a quote for the Extension Period as early as 1st March 2026.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

#### (2.1) Description of the Goods / Services:

2.1.1 The Supplier shall provide the Services stated in Table 2 – Supplier Services Information (the "Specification of the Services") for the equipment listed in Table 1 of this Order Form as referenced in Appendix 2 – Service Details.

Table 2 – Supplier Services Information

Service	Serial Numbers Covered
Dreatactive Full Biole DT Coto Flore 4 Leasure with Diete	AW48001
Protective Full Risk PT CytoFlex 4 Lasers with Plate Loader Service	AW48002
	BA08001
Protective Full Risk PT CytoFlex SRT 4 Lasers Service Contract	BF35157
	B8758521F015
	B8758521E003*
	B8758521F009
	B8758521F020
Protective Full Risk PT OQ Biomek i7 Hybrid with enclosure Service Contract	B8758521B013
enclosure dervice dominact	B8758521B014
	B8758521E005
	B8758521F016
	B8758521F014

	B8758521F019
Protective Full Risk PT OQ Biomek i5 Span-8 with	B8758422C002
enclosure Service Contract	B8758421F003
	B8758321F001
Protective Full Risk PT OQ Biomek i5 MC with enclosure Service Contract	B8758321F002
	B8758322D001

- 2.1.2 The Authority may at any time remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. 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.
- 2.1.3 For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommissioning which the Authority instructs the Supplier to undertake.
- 2.1.4 The Supplier will provide the Specification of the Services to the equipment listed in Table 1, including any peripheral units and components contained within the instrument.
- 2.1.5 The Supplier shall carry out calibration of the equipment (pipetting volume checks, for examples) as part of any preventative maintenance visit.

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

2.2.1. The Supplier shall provide servicing and repair to the Authority's instruments stated in Table 1 contained within clause 1.3.5 of this Order Form (the "Instruments") at the Premises and Locations listed Table 3 – Premises and Locations.

Table 3 - Premises and Locations

Site	Address	Postcode	Contact Information
Birmingham	Birmingham Heartlands Hospital Bordesley Green East Birmingham	B9 5SS	-
Bristol	2 Rivergate Temple Quay Bristol	BS1 6EH	
CSL (Colindale)	61 Colindale Avenue London	NW9 5EQ	
Leeds	Department of Microbiology Old Medical School Leeds General Infirmary Leeds	LS1 3EX	
Manchester	Virology 3rd-floor Clinical Sciences Building Manchester Royal Infirmary Oxford Road Manchester	M13 9WL	
Porton Down	Goods Inwards UKHSA Porton Manor Farm Road Salisbury Wiltshire	SP4 0JG	

- 2.2.2. All planned performance of the Services shall be pre-advised by the Supplier to the Authority's delivery contacts (the "Delivery Contacts"). stated in Table 3 at least 2 (two) business days prior to the Services being performed on the Instruments.
- 2.2.3. 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.

- 2.2.4. The Supplier shall provide the following information when notifying the Delivery Contacts:
  - a. Supplier name;
  - b. Authority's purchase order ("PO") number.
- 2.2.5 The Delivery Contacts 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.

(	2.3	) Kev	personnel	of the	Supplier	to be	involved	in th	ne Goods /	Services:

Name:
Phone:
E-mail:

#### (2.4) Performance standards:

- 2.2.1 The Supplier shall deliver the Services in accordance with Good Industry Practice, in accordance with Schedule 2, Clause 1.1.5.
- 2.2.2 Timely delivery of the Services.
- 2.2.3 Quality of Services Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.
- 2.2.4 Proof of the Services having been performed in accordance with Annex A, clause 1.

#### (2.5) Quality standards:

2.5.1 The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority and in compliance with the ISO 15189:2022 standard for medical laboratories.

## (2.6) Contract monitoring arrangements:

2.6.1 The Authority's Contract Manager and the Supplier's Contract Manager shall meet on a monthly basis 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 The Supplier agrees to conform to the following Key Performance Indicators (the "KPIs") during the term of this contract and shall be obliged to provide compliance reports at the request of the Authority:
  - Response time to calls and enquiries shall not exceed 48 hours.
  - Any incidents which arise are communicated immediately to the Delivery Contacts or an appropriate team member.
  - The usage and quantity of consumables used during repairs and calibrations are logged and recorded in a report. These are to be discussed during each monthly meeting.
  - The Supplier shall ensure that the equipment is in full working order following any service visit prior to leaving the site.

## 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)

03/07/2024

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

Not applicable.

Date Signed:

For and on behalf of the Authority

DocuSigned by:

Full Name:

Job Title/Role:

For and on behalf of the Supplier

For and on behalf of the Supplier

DocuSigned by:

Full Name:

Job Title/Role:

Date Signed:

03/07/2024

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#### Annex A

#### **Order Specific Key Provisions**

## 1. Acceptance

- 1.1. 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 as shown in Appendix 3 Example Service Reports.
- 1.2. 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 compliant invoice.
- 2.2. Following signature of the contract by both Parties, 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: and their agreed representative before being submitted for payment.
- 2.5. All invoices must be sent quoting a valid PO number.
- 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.

## Appendix 2 - Service Details

2. BECKMAN COULTER RESPONSIBILITIES: (1)To carry out the Services in accordance with the terms of the Service Contract. If Equipment cannot be serviced/repaired, Beckman Coulter will, subject to clause 5 (Exclusions), fit replacement parts to the Equipment as necessary. Work carried out under the Service Contract will be performed between 9am and 5pm on Monday to Friday, exclusive of public holidays. Work done outside these times will be by mutual agreement and may incur additional charges at Beckman Coulter's current rates. Preventative maintenance servicing visits will be made at

(2) To use well-trained and responsible field service engineers to perform the Services under the Service Contract.

## Appendix 3 - Example Service Reports

Sample Service Report for Instruments covered under PTOQ Service Agreements



# CUSTOMER SUPPORT CALL WWW.BECKMANCOULTER.COM

ACCOUNT	MODEL	SERIAL NUMBER	ID NUMBER
PUBLIC HEALTH ENGLAND 61 COLINDALE AVENUE LONDON, GREATER LONDON NW9 5EQ	Biomek NXP MC	A318410731	5046389
CUSTOMER CONTACT	PURCHASE ORDER	PROPERTY NUMBER	
AGREEMENT TYPE	AGREEMENT NUMBER	EFFECTIVE DATES	
XC 8x5	S5197UK 5 yesrs-2-XC Biomek NXP MC Service Contract	01/06/2017 to 31/05/2022	
CASE NUMBER	CREATED DATE/TIME		
CA-00080150	02/06/2017 09:28		
WORK ORDER NUMBER	COMPLETION DATE	PERFORMED BY	INSTRUMENT CONDITION
WO-00074109			Operational

SUMMARY OF WOR	K PERFORMED							
Reported Problem	OQ3	003						
Symptom Summary	Biomek Annual F	M and OQ3.						
Problem Summary	Biomek Annual F	PM and OQ3.						
Resolution Summary	Biomek Annual F	PM and OQ3 complete	ed as per pr	rocedures.				
Verification of Activity	Instrument passe	ed qualification tests, q	ualification	Decal #202	27600.			
readiness. The final va the laboratory's quality associated with this in	alidation of instrument control system. This r strument repair. Copie	s - Regulatory requirem repair and system read repair record and the lab is of these records may audits. We appreciate yo	iness can or oratory's qu be required	nly be obtain ality control by Beckman	ed through a successfu records comprise the qu n Coulter or regulatory a	I QC run using sality document authorities to		
START DATE	END DATE	DESCRIPTION	HOURS	RATE	TOTAL LINE PRICE	CUSTOMER		
25/10/2021 12:00	25/10/2021 15:00	SERVICE LABOR	2		-			



Total is an estimate only and does not include applicable sales tax and shipping charges.

25/10/2021 15:00 25/10/2021 16:30 SERVICE LABOR 3 25/10/2021 15:00 25/10/2021 16:30 SERVICE TRAVEL 1.5

N.B. In this sample service report the Agreement Type shows as XC however for Authority's Services the Agreement Type will show as PTOQ.

# Sample Service Report for Instruments covered under PT Service Agreements



CUSTOMER SUPPORT CALL WWW.BECKMAN COULTER.COM

ACCOUNT	MOD	EL	SERIAL NUM	SERIAL NUMBER		ID NUMBER	
K HEALTH SECURITY AGENCY		IFY C	D 400004		26677040	36677040	
LONDON, LONDON SW1	P 3JR PURC	HASE ORDER	PROPERTY NUMBER				
CUSTOMER CONTACT							
	AGRE	EMENT NUMBER	EFFECTIVE D	ATES			
	Lase	19UK -4-PT CytoFlex 4	04/07/2024	++ anine inn			
CASE NUMBER	Serv	IC ·	-				
CA-04246391	CREA	TED DATE/TIME 25/02/2022	PERFORMED	BY	INSTRUMENT	CONDITION	
SUMMARY OF WORK	PERFORMED		Trenronnes	-	THE STROME LEVE	CONDITION	
Reported Problem	PM	PM					
Symptom Summary	Contract se	Contract service					
Problem Summary		None reported					
Resolution Summary	25 13	Service completed no faults found					
Verification of Activity	TO DESCRIPTION OF THE PARTY OF	Data attached					
final validation of instr control system. This re repair. Copies of these	ument repair and s pair record and the records may be re	s - Regulatory requirements of system readiness can only be laboratory's quality control n quired by Beckman Coulter or f requested to provide copies	obtained throu ecords compris regulatory aut	igh a successful e the quality do thorities to com	QC run using the labor curnents associated wi plete technical investig	atory's quality th this instrument	
						CUSTOMER	
START DATE	END DATE	DESCRIPTION	HOURS	RATE	TOTAL LINE PRICE	COSTOWER	
05/07/2022 12:30	05/07/2022 14	:00 SERVICE TRAVEL	1.5				
		U-Si	LABOR/1	TRAVEL TOTAL	10		
PART NUMBER PART DESCRIPTION		RT DESCRIPTION	QTY	PRICE	TOTAL LINE PRICE	CUSTOMER	
B75910	PM Kits for	PM Kits for service with package 1					
	CE.	965 60	PARTS	/EXPENSES TOTA			
Customer Call Originator			Technician N	ame:			
		Customer Signature			Technician	Sinashura	

Total is an estimate