

**COPY**

<b>Order</b>	<b>4050918910</b>
Order Date	14-AUG-2023
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier: **Thorlabs, Inc**  
**56 Sparta Avenue**  
**Newton**  
**NJ**  
**07860-2402**  
**United States**  
 Tel: **. 9733003000**  
 Fax:

**Invoices not quoting the PO number and the ship to details will be returned unpaid.**

For all purchase order queries, please contact  
 P2PAdmin@uksbs.co.uk  
 For all invoicing queries, please contact finance@uksbs.co.uk

Ship to: **MRC - IPROC-LMB-FCC**  
**MRC Laboratory of Molecular Biology**  
**Francis Crick Avenue**  
**Cambridge**  
**United Kingdom**  
**CB2 0QH**

Invoice to: **UKRI**  
**C/O UK Shared Business Services Ltd**  
**Polaris House**  
**North Star Avenue**  
**Swindon**  
**United Kingdom**  
**SN2 1UH**

**NOTES TO SUPPLIER:**

**FOIA Section 43 Commercial Information**

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (USD)	Tax	Net Amount (USD)
1	Upgrade of Bergamo II microscope with second scan path with an integrated SLM as quotation TQ0491699-1 inc shipping	28-JUL-2023	1	Each	239,039.24	0%	239,039.24

Grand Total 239,039.24

The term and conditions relating to this purchase are provided in the Contract, which matches the Contract number cited in the narrative to this Purchase Order and are specific to this Contract. Where the Contract number is not so cited, then our standard terms and conditions will apply which are available at :- <https://www.uksbs.co.uk/services/procure/Documents/UKRIPOTCs.pdf>

## Commercial In Confidence

VAT Registration Number GB 287 461 957

MRC - Medical Research Council

MRC is part of UK Research and Innovation, a non-departmental public body funded by a grant-in aid from the UK Government. More Information can be found at [www.ukri.org](http://www.ukri.org)

## Short Form Conditions of Contract

*These terms and conditions shall apply to each Contract between the Contracting Authority and the Contractor for Supplies and/or Services unless varied in writing and are to the exclusion of the Contractor's terms and condition, which are implied by trade, custom practice or course of dealing.*

### 1. Definitions - In these conditions:

- (i) "Contract" means, unless otherwise clearly stated, the agreement between the Contracting Authority and the Contractor comprising of as a minimum these Short Form Conditions of Contract and the Purchase Order, but also as specified by the Contracting Authority, the Contracting Authority's request for quotation, any specification, the Contractor's quotation, and any other documents or content referred to therein.
- (ii) "Contractor" means the individual, firm or company with whom the Contracting Authority enters into the Contract (including where the context requires any of the Contractor's sub-contractors).
- (iii) "Contracting Authority" means United Kingdom Research and Innovation, a statutory corporation established by s.91(1) of the Higher Education and Research Act 2017.<sup>1</sup>
- (iv) "Data Protection Legislation" means, for the periods for which they are in force, the European Union Data Protection Directive (95/46/EC), all laws giving effect or purporting to give effect to the European Data Protection Directive (94/46/EC), the GDPR or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
- (v) "Intellectual Property Rights" means patents, inventions, trade marks, design rights, logos, copyright, database rights, and similar rights whether registerable or not.
- (vi) "Personal Data" means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Contractor under this Contract;
- (vii) "Purchase Order" means the Oracle Purchase Order issued by the Contracting Authority (or its agents/representatives) to the Contractor for the supply of Supplies and/or the provision of Services.
- (viii) "Premises" means a specified location(s) where the Supplies shall be delivered or the Services shall be performed.
- (ix) "Services" means (other than Supplies) all the services that the Contractor is required to perform under the Contract.
- (x) "Supplies" means anything (other than Services) supplied or to be supplied to Contracting Authority under the Contract.
- (xi) "Working Day" means a day other than a Saturday or Sunday or bank or public holiday.

### 2. Conditions for Supplies - Contractor's duties

- (i) The Contractor shall supply the Supplies specified in the Contract. Supplies may be returned at the Contractor's expense if they do not correspond with the Contract.
- (ii) All Supplies shall be delivered, carriage paid, to the Premises specified and only between 9.00 am and 4.00 pm on a Working Day, unless otherwise agreed in writing by the Contracting Authority. A delivery note must accompany the Supplies and must specify the quotation reference and the type of Supplies being delivered. It must also include the Contracting Authority's reference number and the Purchase Order number.
- (iii) The cost of packaging will be deemed to be included in the cost of the Supplies. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.
- (iv) The Contractor warrants to the Contracting Authority that the Supplies shall be of satisfactory quality and fit and sufficient for purpose for which such Supplies are ordinarily used and for any particular purpose made known to the Contractor by the Contracting Authority.
- (v) The Supplier warrants, represents, undertakes and guarantees that the Supplies supplied under the Contract shall be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after delivery.
- (vi) Without prejudice to any other right or remedy available to the Contracting Authority, the Contracting Authority shall be entitled to reject any Supplies that fail to comply with this Contract and the Contractor shall reimburse to the Contracting Authority the price paid for such Supplies in full or at the Contracting Authority's request, the Contractor shall at its own cost promptly repair, replace or rectify the Supplies to the Contracting Authority's reasonable satisfaction.

### 3. Conditions for Services - Contractor's duties

The Contractor shall properly perform the Services on a Working Day specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

### 4. Health, safety and security

The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on any Premises as required, shall comply with the Premises' health, safety and security procedures and instructions and complete any additional security

clearance procedures required by the Contracting Authority (or its agents/representatives) before working at the Premises.

### 5. Invoices and Payment

The Contractor shall submit an invoice within 28 days of meeting any set milestone to the satisfaction of the Contracting Authority or otherwise within 28 days of supplying the Supplies and/or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice. The Contracting Authority actively encourages the use of E-Invoicing via Oracle iSupplier to transact invoices and ensure timely payment.

### 6. Disclosure of Information

- (i) To enable compliance with the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002) and the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004) (both as amended), the Contracting Authority reserves the right to disclose information about this Contract pursuant to a valid request for information.
- (ii) The Contractor hereby gives consent for the Contracting Authority to publish the Contract in its entirety to the general public.
- (iii) The Contractor shall not disclose any information relating to the Contract or the Contracting Authority's activities without the prior written consent of the Contracting Authority, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

### 7. Data Protection

- (i) In this clause 7, the terms, "processes", "data controller", "data processor", "data subject" and "personal data breach" shall have the same meanings given to them under Data Protection Legislation.
- (ii) The parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Contractor is the data processor of any Personal Data.
- (iii) The Contractor shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- (iv) Without limiting clauses 7(ii) and 7(iii), the Contractor shall at all times (and shall ensure that at all times its staff):
- process Personal Data only in accordance with the documented instructions received from UKRI and during the term of this Contract. The Contractor shall immediately inform UKRI if, in the Contractor's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
  - ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
  - disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Supplies and/or Services;
  - not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
  - keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
  - upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
  - notify UKRI promptly (and at least within two (2) Working Days) if it receives a request from a data subject or a complaint relating to a data subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
  - provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Contractor's compliance with this clause 7 and the Data Protection Legislation;
  - on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
  - notify UKRI promptly on becoming aware of any personal data breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the personal data breach to the Information Commissioner and/or data subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

### 8. Sub-contracting and assignment

The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the

<sup>1</sup> UKSBS provide procurement services on behalf of UKRI.

Contracting Authority. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

**9. Intellectual Property Rights**

Subject to any prior rights of the Contractor and to the rights of third parties arising otherwise than under the Contract, such Intellectual Property Rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in the Contracting Authority .

**10. Termination**

If the Contractor fails to fulfil its obligations under the Contract, the Contracting Authority may terminate the Contract forthwith by written notice if it has not remedied the breach within 10 Working Days or other timescale specified by the Contracting Authority after issue of a notice specifying a breach. Without prejudice to any other rights and remedies available to it, the Contracting Authority may recover from the Contractor any reasonable costs necessarily and properly incurred by the Contracting Authority as a consequence of termination.

**11. Break**

(i) Without prejudice to clause 10, the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice the Contracting Authority may direct the Contractor to perform all or any of the work under the Contract. Where the Contracting Authority has invoked its rights under this clause 11(i), the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

**12. Indemnity**

(i) The Contractor shall fully and promptly indemnify the Contracting Authority against all direct losses, injury, damages, costs or liabilities or proceedings incurred by the Contracting Authority as a result of any act, default or negligence of the Contractor or any of its employees or sub-contractors in carrying out its obligations under the Contract except and to the extent it is due to the act, default, or negligence of the Contracting Authority or any of its employees.

(ii) If the Contract is not expressly one of employment, then this means the Contractor is not an employee, worker, agent or partner of the Contracting Authority, and the Contractor shall be fully responsible for all their own tax and national insurance contributions. In any failure to pay any such taxes, the Contractor shall pay in full any money or fine that the Contracting Authority incurs as a result of the Contractor failing to pay such taxes.

(iii) Any obligation by the Contractor to comply with this clause 12 shall survive without limitation and until such time as any of these obligations are complied with.

**13. Recovery of Sums from Contractor**

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to the Contracting Authority, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with the Contracting Authority.

**14. Insurance**

The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract or as the Contracting Authority may from time to time require.

**15. Notices**

A notice may be served: by delivery to the Contractor; by sending it by email to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email, or on the second Working Day after posting.

**16. Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the law of

England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

**17. Dispute Resolution**

In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month the Contracting Authority may refer the dispute to mediation. During the dispute the Contractor shall at the Contracting Authority's discretion continue to perform the Contract with all due diligence.

**18. Variations to the Contract**

No variation to the Contract will be effective until it has been formally agreed by the Contracting Authority and the Contractor and recorded in writing.

**19. Compliance with the Law**

The Contractor shall comply with its obligations under the Contract in accordance with all applicable legislation, byelaws, regulatory policy, guidance or industry code.

**20. Third Parties**

Nothing in this Contract confers or purports to confer on any third party any right to enforce the terms of this Contract. The provisions of the Contracts (Rights of Third Parties Act 1999 as amended) are expressly excluded from this Contract.

**21. Entire Agreement**

This Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract.

