



**UK Health
Security
Agency**

**National Microbiology Framework Agreement
Lot 1
Order Form
Cepheid UK Ltd
C220397**

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency (the "Authority" or "UKHSA") Registered address: 10 Colonnade, London, United Kingdom, E14 5EA
Invoice address:	Post: United Kingdom Health Security Agency Financial Operations and Control Porton Down, Salisbury, Wiltshire, SP4 0JG Email: [REDACTED]
Contract Manager:	Contract Manager: Name: [REDACTED] Email: [REDACTED] Name: [REDACTED] Email: [REDACTED]
Secondary business contact/project manager Contact: operational	Contact: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Email: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 Colonnade, London, United Kingdom, E14 5EA
Internal reference (if applicable):	C220397



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TO:

Supplier:	Cepheid UK Ltd, Oakley Court, Kingsmead Business Park, Frederick Place, High Wycombe Bucks, HP11 1JU (the "Supplier")
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
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: Oakley Court, Kingsmead Business Park, Frederick Place, High Wycombe Bucks, HP11 1JU Phone: [REDACTED] E-mail: [REDACTED]



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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:	(only applicable if one or more boxes are 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	☐



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	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	☒	
	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.	☒	



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1. CONTRACT DETAILS

(1.1) Commencement Date: Per the last signature of this Contract document

(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 **Fifty-nine thousand nine hundred forty-two (£59,942.00)** (Excl. VAT) (the “Total Contract Value”).

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

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

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

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the date of the last signature within this Contract (the “Commencement Date”) and shall expire **three (3) years** thereafter (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/Services (the “Specification”) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase, installation, and 2 years maintenance Service Agreement of:



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Systems & Accessories :

Part number	Description	
GXIV-4-L-10C	GENEXPERT IV R2, 4 MODULE, LAPTOP, 10C	

Service Agreement :

Part Number	Description	Number of Years	
GX44A2Y	2 Year GX 4-4 Advantage Service Agreement	2.00	

Note: 1 year warranty from the date of invoice is included with Capital purchase

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2.1.2 The 2 Year GX 4-4 Advantage Service Agreement, shall apply for a duration of two years, commencing from the second year of the contract. The first years' service costs are covered by the warranty.

2.1.3 The Supplier shall ensure delivery and invoicing of the goods/services takes place after the Contract commencement date and prior to the end of 31st December 2023.

2.1.4 The parties acknowledge that the supplier's terms and conditions, including any documents attached to the quotation have been received; however, it is explicitly agreed that they shall not form part of this contract and are hereby excluded. Any conflicting provisions between the supplier's terms and conditions and the terms outlined in this Order Form be governed solely by the terms of this Order Form.

(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 address listed in Annex B.

2.2.2 Primary delivery contact:

Contact: [REDACTED]

E-mail: [REDACTED]



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Business Operational Contact:

Contact: [REDACTED]

E-mail: [REDACTED]

2.2.3 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;

2.2.4 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- 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 service / maintenance recording sheet.

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

Name: [REDACTED]

Address: Oakley Court, Kingsmead Business Park, Frederick Place, High Wycombe Bucks, HP11 1JU

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods to good industry standards.
- Timely delivery of the 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 supply the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.



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(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. Number of service call outs received with reference to associated equipment serial number;
3. Equipment performance reviewed including levels of equipment break down;
4. Review of response time and time to fix rate resolution
5. Details of callouts by location, including root cause analysis; and
6. 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.



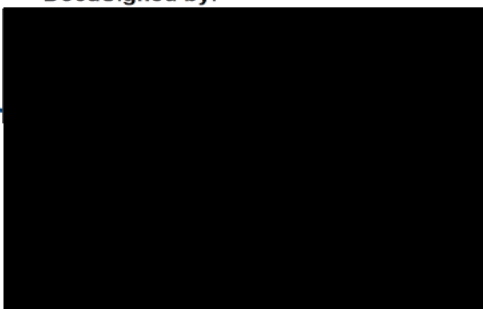
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5. LEASE / LICENSE (if applicable)

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

Signature for and on behalf of the Authority

DocuSigned by:



Signature for and on behalf of the Supplier

DocuSigned by:





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Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the services to the location(s) set out in Appendix 1 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 and 2 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].



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Annex B

Delivery address and Contact Details

Contact: [REDACTED]

E-mail: [REDACTED]

Delivery address:

Birmingham Heartlands UKHSA

Pathology Stores

Bordesley Green East

Birmingham

B9 5SS

United Kingdom



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Annex C
AB Assurance Service Plan

AB Assurance Service Plan
Parts, labour, and travel included - no additional costs for parts, labour, and travel associated with standard repairs
Priority response time for repairs
Annual planned maintenance — covers scheduled on-site service
Access to technical support (Mon–Fri, standard business hours)
Digital remote support and Smart Monitoring