

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Order Form

NHS Supply Chain: Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables and Accessories and Managed Services (2019/S 212-519575)

Contract number/reference/date: Atamis Ref C76158 / 1st July 2022

between the parties referred to below (the "**Contract**")

The Parties:

- (1) Cepheid UK Limited (A company registered in England and Wales with number 04422108) whose registered office is at Oakley Court, Kingsmead Business Park, Frederik Place, High Wycombe, HP11 1JU (the "**Supplier**"); and
- (2) The Secretary of State for Health and Social Care, acting through the UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX, acting as part of the Crown (the "**Authority**").

Whereas:

- (A) The Parties hereto have entered into the Contract.
- (B) This Schedule is entered into pursuant to the Contract.

It is agreed:

1. Contract

The Contract shall comprise the following terms in the following order of precedence:

- 1.1 This Order Form and its appendices;
- 1.2 The terms set out at the front end of this Contract;
- 1.3 The Call-off Terms and Conditions which are appended to the Framework Agreement as Appendix 3a;
- 1.4 The Specification; and
- 1.5 The Framework Agreement (including its Schedules).

Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

2. The Goods

- 2.1. The goods to be supplied under this Contract shall be as follows: GENEXPERT IV R2, 4 MODULE, [REDACTED] 10C (the "**Goods**") over a period from the Contract Commencement Date

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

to the goods been delivered and used within the Authority's network. The goods to be provided under this Contract shall be the Systems as set out in Appendix A (the "**Goods/Contract Price**").

- 2.2. The Authority shall be entitled to buy the Goods as set out in Appendix A (the Goods/Contract Price).
- 2.3. The Authority will place orders as set out in Clause 7.1 of this Order Form.
- 2.4. The Supplier shall ensure the Goods shall be supplied in accordance with the Specifications set out at Appendix B to this Order Form.

3. Contract Period and Termination

- 3.1 This Contract shall commence on 1st July 2022 ("Commencement Date") and shall, unless terminated earlier in accordance with its terms, expire on 31st March 2023 (the "Term").
- 3.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than twelve (12) weeks' notice in writing.
- 3.3 Only orders placed directly by the Authority are binding under this Contract.

4. Price of Goods

- 4.1 The price (excluding VAT at the applicable rate) in respect of the Goods and Services is Forty Four thousand Five Hundred and Thirty Seven pounds and Forty pence (£44,537.40) excluding VAT (the "**Contract Price**"). Full details of the Contract Price are contained Appendix A of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.
- 4.2 The GENEXPERT IV R2, 4 MODULE, LAPTOP, 10C price is [REDACTED]
- 4.3 The contract price includes:
 - 4.3.1 Training – Supplier to provide appropriate on-site training ranging from full utilisation to refresher courses depending on whether it is an existing or new Cepheid site;
 - 4.3.2 12-month warranty on all Goods supplied, as detailed in Appendix D; and
 - 4.3.3 Commissioning and validation support to site which the Supplier shall deliver in a timely manner to ensure Cepheid® GENEXPERT IV R2, 4 MODULE, [REDACTED] 10C can be used for diagnostic use.

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

5 Delivery and Risk:

- 5.1.1 The Supplier shall deliver agreed quantity of the Goods as directed by the Authority from time to time (the "**Delivery Location**"). An initial forecast list of Delivery Location is at Appendix C.
- 5.1.2 All planned deliveries need to be pre-advised to the Authority addressed to [REDACTED] (the "Delivery Contact") by the Supplier at least 48 hours prior to shipping. The Authority in conjunction with the Field Application Specialist will then co-ordinate any additional delivery details for the address shown on the PO.
- 5.1.3 Please provide the following data when notifying the Delivery Contact:
- 5.1.3.1 Supplier name;
- 5.1.3.2 Authority's Order Number;
- 5.1.3.3 Item reference, Supplier's part code, description and quantity;
- 5.1.3.4 Item / pallet / carton reference for multi-pallet / carton shipments; and
- 5.1.3.5 The Delivery Contact will confirm:
- 5.1.3.6 Booking reference number;
- 5.1.3.7 Date and time of delivery slot (where applicable); and
- 5.1.3.8 Delivery address.
- 5.1.4 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 delivery note confirming receipt.
- 5.1.5 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

6 Return Conditions

The Return Conditions will be as follows:

- 6.1 The Supplier shall be responsible for collecting the Goods.
- 6.2 The Supplier shall be responsible for the costs of returning/collecting the Goods.
- 6.3 In accordance with clause 4.2 of the Call-off Terms and Conditions the Authority will inspect the Goods within 15 Business Days following delivery.

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

7 Supplementary conditions and Key Provisions

The following additional terms shall apply:

7.1. Delivery Procedures:

- 7.1.1. The Supplier shall not accept any requests under this Contract, made directly to the Supplier, by the Delivery Location.

7.2. Performance Standards

- 7.2.1. The Supplier agrees to conform to the following key performance indicators ("**KPIs**") during the Term of this Contract:
- 7.2.1.1. Quantity of delivery is correct against the Order in accordance with Clauses 5 and 7 for this Order Form;
- 7.2.1.2. Quality of delivery in accordance with this Contract, including delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use);
- 7.2.1.3. The Supplier shall ensure that the Goods shall perform to the manufacturers specification detailed within Appendix B of this Order Form;

7.3. Invoicing Terms

- 7.3.1. Payment terms are net 30 days from receipt of a valid invoice.
- 7.3.2. 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.
- 7.3.3. The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority.
- 7.3.4. All invoices must be sent for approval to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.
- 7.3.5. All invoices must be sent quoting a valid purchase order number.
- 7.3.6. To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

7.3.7. The Supplier shall provide to the Authority on request, evidence of receipt of the Goods at the Authority's nominated Delivery Location sent to [REDACTED]

7.3.8. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

8 Contract Managers

The Suppliers Contract Manager is:

Name: [REDACTED]

[REDACTED]

Phone: [REDACTED]

The Authority's Contract Manager is:

Name: [REDACTED]

[REDACTED]

For the purposes of clause 27.1 of the Call-off Terms and Conditions notices shall be sent to:

For the Supplier:

Oakley Court
Kingsmead Business Park
Frederik Place
High Wycombe
HP11 1JU

For the Authority:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9 Management Information and meetings

9.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet where necessary (or such other frequency as reasonably requested by the Authority) to

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

discuss the Supplier's performance and other matters connected to the delivery of this Contract.

- 9.2 The Supplier shall provide any management information required as outlined at clause 9 below in accordance with the Framework and as requested by the Authority from time to time, within seven (7) Business Days of the date of such request.
- 9.3 The Authority can request the following information from the Supplier at any time and request contract management meetings to be set up to monitor the following:
- 9.3.1 The KPIs, including as specified in Clause 7.2 of this Order Form;
 - 9.3.2 Service undertaken by Supplier;
 - 9.3.3 Issues;
 - 9.3.4 Invoicing; and
 - 9.3.5 Any Other Business
- 9.4 The Supplier shall provide a management report when required by Authority.

10 Quality Assurance Standards for the Goods

- 10.5 The Quality Assurance standards set out below shall apply to the Goods:
- 10.5.1 The Framework Quality Standards apply.

11 Requirements for Use by Dates

N/A.

12 Data Protection Protocol

The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

This Contract has been entered into on the day and date given below:

Signed by
for and on behalf of the Supplier



Signed by
for and on behalf of the Authority



Date Signed. 02/08/22

Date Signed. 2nd Aug 2022

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Appendix A

Goods/Contract Price

Report Classification	Mat. Number	Description	Unit Price	Contract Quantity	Value ex VAT
CEPHEID SYSTEM		Cepheid® GENEXPERT IV R2, 4 MODULE, LAPTOP, 10C	[REDACTED]	1	£44,537.40
			Includes delivery, 12 month warranty, commissioning and training		

Cepheid GeneXpert Systems: Warranty period and conditions - full product in Appendix D

Warranty Period

The warranty on this analyser is 12 months from installation and commissioning. Full details in Appendix D.

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Appendix B - Operator Manual and Specification of Goods

Cepheid-GeneXpert-10-Color-System-Brochure-CE-IVD-3173-English



GeneXpert® Systems

Now with increased multiplexing capabilities



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The Need

Repeat molecular testing for multiple pathogens is time-consuming.

Actionable, syndromic real-time PCR diagnostic tests are needed to allow healthcare providers to efficiently treat their patients.

Rapid and easy to use multiplexing technology enables the detection of multiple mutations across several genes, in a single sample.

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The Solution

Cepheid's GeneXpert platform now supports multiplexing via 10-color technology that delivers:

- The ability to develop tests capable of enabling a **higher degree of multiplexing**
- The same, **simple workflow** on a single, **flexible platform**, for both point of care and hospital settings
- A **modular system** capable of scaling to meet changing testing needs

↓

The Impact

A new era of high-level multiplexing PCR instruments that will revolutionize molecular diagnostics with:

- Independent monitoring of 10 or more signals in a single reaction tube
- The power to detect a broader spectrum of pathogens and antimicrobial resistance
- More clinically actionable results and faster access to treatment decisions

“ This is the first PCR system with integrated 10-color capability for your hospital, your lab and point of care settings.”

David H. Persing, MD, PhD *Executive Vice President, Chief Medical and Technology Officer, Cepheid*

→ For more information visit www.cepheid.com/multiplexing

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

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GeneXpert® Systems with 10-Color Multiplexing Technology

1


Independently monitor 10 or more signals

2

Detect an expanded number of genetic targets (microbes, antimicrobial resistance genes, disease loci, oncogenes) using the proven Xpert cartridge

3

Leverage a scalable solution compatible with all Xpert® tests and available in any GeneXpert System from 2-16 modules



Ordering Information:

Systems	Description	Catalog Number(s)
GeneXpert II-2	2-module system	GXII-2-D-10C, GXII-2-L-10C
GeneXpert IV-4	4-module system	GXIV-4-D-10C, GXIV-4-L-10C
GeneXpert XVI-16	16-module system	GXXVI-16-D-10C, GXXVI-16-L-10C

Satellite Instruments*		
GeneXpert II-2	2-module instrument	900-0794
GeneXpert IV-4	4-module instrument	900-0802
GeneXpert XVI-16	16-module instrument	900-0808

Modules		
GeneXpert module kit*	1-module kit	900-0807
GeneXpert module add-on*	4-module kit	GXXVI4ADD-10C

* These options only include GeneXpert Instruments. They do not come with computer, scanner and other accessories.
A CE-IVD. In vitro Diagnostic Medical Device. Not available in all countries. Not available in the United States.

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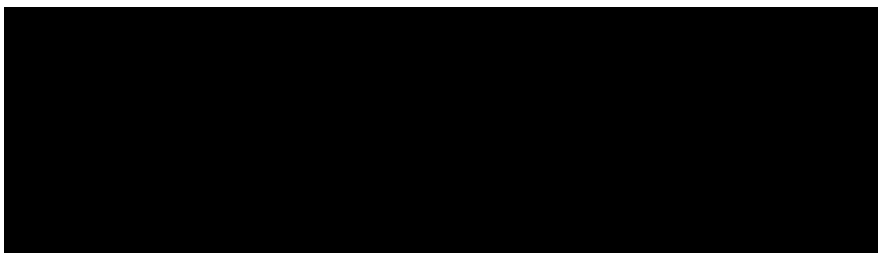
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NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

**Appendix C
Delivery Location**



NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Appendix D Equipment Warranty and 1st Year Support

Cepheid represents and warrants that the equipment provided under this Agreement shall conform to Cepheid's standards and that the parts supplied hereunder shall conform to Cepheid's specifications. Customer must make any claim for breach of this warranty within thirty (30) days of the date the Cepheid installation or service visit whichever is the latter, were performed and prior to any unauthorised repair, change or modification has been made to any part of the Instrument. Cepheid's sole liability under the foregoing warranty is to re-service the Instrument(s) and/or repair or replace the defective part or, at Cepheid's option, return of the sum paid for such services. Cepheid does not warrant that the Services will render an Instrument to be error free, or that continued use and operation of the Instrument will be uninterrupted. Except where expressly accepted in these terms and conditions, all warranties (including without limitation any implied warranties of satisfactory quality, merchantability or fitness for a particular purpose), conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law in connection with the Cepheid support and services (including without limitation any relating to performance, care and skill or compliance with representations) are, to the fullest extent permitted by law, excluded from the Agreement. Cepheid installation or service do not cover replacement of parts or repairs for defects and damage resulting from: (a) Neglect, carelessness, or misuse including without limitation any use which is not in accordance with the instructions issued with the Instrument or its operating manuals, product documentation, and other appendices supplied by Cepheid, or improper or inadequate maintenance of the Instrument; (b) modification or repair of the Instrument other than by Cepheid or a party authorised by Cepheid to perform such modifications or repairs; (c) installation of any software or hardware, or use in combination with software or products that Cepheid did not supply to authorise to be used with the Instrument; (d) any electrical surges or voltages exceeding those outlined in the user manual or installation guide, or any damage caused by computer viruses or hackers; (e)) transportation or relocation of the Instrument by any party not authorised or approved by Cepheid; (f) any damage resulting from the use of the Instrument or any Cepheid Products outside of standard user manual or usage guidelines identified on the product documentation supplied by Cepheid; and (g) any other defects or damage not caused by Cepheid. Any computer hardware is only covered if purchased directly from Cepheid. Failure of, damage to, or damage resulting from the use of a computer not supplied by Cepheid is not covered by the Instrument.

Cepheid support during Warranty period

Telephone Technical Support: Cepheid will provide telephone technical support through its Technical Support Call Center. Technical Support personnel is available during regular office hours from 8:00 am – 6:00 pm (CET), Monday to Friday and on-call basis (except local public holidays). Outside of these hours Technical Support will not be available on 1st of May, 25th of December and 1st of January. On Easter Monday the coverage will be reduced until 14.30 (GMT+1).

Services: On-site service calls are performed during normal working hours, Monday to Friday, from 8:00 am to 6:00 pm (Local Time), excluding local public holidays. Customer acknowledges that the Instruments may not be available for use during any scheduled maintenance and service visits and that Cepheid shall not be liable for such Instrument downtime.

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Response Time: If a Customer requests a service visit to its facility, Cepheid will use reasonable efforts to schedule such a visit to occur within 2 working days for complete breakdown (system unavailable) and within 3 working days for partial breakdown (at least one module available) from the time Technical Support receives the request, subject to availability of Cepheid service personnel.

FEATURES	During Warranty Period
On line technical support	included
Annual Maintenance including calibration kit	included
Repair costs, spare parts, labour	included
In case of general breakdown replacement modules can be shipped within one working day* and intervention can take place within three working days* maximum	included
GeneXpert (manual) loaner system provided when off-site repairs are necessary	included
Shipping costs for module or loaner system	included
Cepheid software upgrades and updates	included