

Appendix 1**National Microbiology Framework Agreement
Order Form – C306381****FROM**

Authority:	UK Health Security Agency
Invoice address:	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p>
Contract Manager:	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Secondary Contact: eg. business operational contact, project manager	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Procurement lead	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Name and address for notices:	<p>Name: [REDACTED]</p> <p>Address: UK Health Security Agency, 10 South Colonnade. London. E14 4PU.</p>
Internal reference (if applicable):	<p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: C306381</p>

TO

Supplier:	Roche Diagnostics Ltd
------------------	-----------------------

	<p>Company Number: 00571546</p> <p>Registered Address:</p> <p>Roche House Charles Avenue Burgess Hill West Sussex RH15 9RY</p>
Contract Manager:	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Name and address for notices:	<p>Name: [REDACTED]</p> <p>Address:</p> <p>Roche House Charles Avenue Burgess Hill West Sussex RH15 9RY</p>

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 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"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> </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 checked="" 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"/>	
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.			<input checked="" type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: The Contract shall commence on the date of signature by the Authority.

(1.2) Services Commencement Date (if applicable): Not applicable.

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

1.3.1 The maximum value of the Goods that can be ordered under this Contract is £528,462.31 (five hundred and twenty-eight thousand, four hundred and sixty-two pounds and thirty-one pence) only (excluding VAT). **(the “Contract Price”)**. Full details of the Contract Price are contained in Annex B- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not required to order Goods up to the full Contract Price.

1.3.2 The Authority is not committed to ordering a specific number of each of the Goods.

1.3.3 The Authority reserves the right to add or remove Goods to the contract, if required, so long as they are within the scope of the Contract (proprietary Goods provided only by the Supplier for use on their Roche Cobas equipment).

1.3.4 The Authority reserves the right to increase the Contract Price.

1.3.5 The Supplier will be allowed to increase their prices as stated in Annex B- Contract Price Breakdown on an annual basis. Price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date.

(1.4) Term of Contract:

1.4.1 The Contract shall commence on the date the Order Form is signed by the Authority **(the “Commencement Date”)** and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 11th September 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 not less than 3 (three) months written notice.

(1.5) Term extension options:

Not applicable.

2. GOODS REQUIREMENTS

(2.1) Description of the Goods:

The Supplier shall provide the Goods as stated in Annex B- Contract Price Breakdown.

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

The Goods shall be delivered by the Supplier in accordance with the following instructions:

- a) The Goods shall be delivered to the Authority at the following address ("**Premises and Location**"):

UK Health Security Agency
Manor Farm Road
Porton Down
Wiltshire
SP4 0JG

- b) All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the "**Secondary Contact**") at least 2 (two) Business Days prior to shipping:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.

- c) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.
- d) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods, has taken place.

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

Not applicable.

(2.5) Quality standards:

2.5.1 The Supplier will attend meetings with the Contract Manager, as required, to discuss any areas where improvements can be made. The Authority reserves the right to terminate this Contract by issuing a Termination Notice to the other Party if such other Party repeatedly fails to meet the below key performance requirements:

1. Satisfactory delivery of the Goods (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.
2. Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.
3. Quality of delivery in accordance with this Contract, including Goods shipped at correct temperature to ensure integrity of goods, 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).
4. Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.
5. Customer service- the supplier should respond to all queries submitted via email within 24 hours of receipt.
6. Replacement –the supplier will need to replace the goods with a like for like item within two weeks.
7. Notification of delays in supply/ manufacturing within 72 hours of becoming aware of a potential delay.

(2.6) Contract monitoring arrangements:

2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

(2.7) Management information and meetings:

2.7.1 Contract management meetings will be set up to monitor, but not limited to, the following:

- a Delivery of the KPIs
- b Issues – including quality and performance
- c Invoicing
- d Any other relevant business related to the scope of the Goods

2.5.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional 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).

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 Staff.
- 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:**

N/A

5. LEASE / LICENSE (if applicable)**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

For and on behalf of the Authority:



Date: 30th October 2024

For and on behalf of the Supplier:



Date: 30th October 2024

Annex A

Order Specific Key Provisions

1. 1. Ordering Procedure

- 1.1 The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.
- 1.2 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.
- 1.3 The Goods shall be inspected by the Authority within 5 working days of delivery. The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods, except for where the defect is the result of the Authority's act or omission.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the Contract by both Parties, each time the Authority wishes to order the Goods, it will issue a PO to the Supplier. The Supplier must be in receipt of a valid PO before processing an Order.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.
- 2.3. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail [REDACTED] and their agreed representative before being submitted for payment.
- 2.4. 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.

- 2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].
- 2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

Annex B- Contract Price Breakdown

Product number	Description	Cost	Currency	Unit	Uom
05534941001	cobas omni Amplification Plate		GBP	1	PC
05534925001	cobas omni Pipette Tips		GBP	1	PC
05534917001	cobas omni Processing Plate		GBP	1	PC
09052011190	KIT COBAS 58/68/88 UTIL CHAN 192T IVD		GBP	1	PC
09051953190	KIT COBAS 58/68/8800 BUFF NEG RMC IVD		GBP	1	PC
06997538190	KIT COBAS 58/68/8800 LYS REAGENT IVD		GBP	1	PC
06997546190	KIT COBAS 58/68/8800 MGP IVD		GBP	1	PC
06997511190	KIT COBAS 58/68/8800 SPEC DIL RGNT IVD		GBP	1	PC
06997503190	KIT COBAS 58/68/8800 WASH IVD		GBP	1	PC
07731663190	KIT COBAS OMNI OPTIMIZATION LSR		GBP	1	PC
08030073001	Solid Waste Bag With Insert Set of 20		GBP	1	PC
07099592001	RNA Process Control Kit		GBP	1	PC
09233962190	KIT C68/88 UC INFLUENZA A/B RSV 192T IVD		GBP	1	PC
09356525190	KIT C68/88 UC INFLUENZA A/B RSV PC IVD		GBP	1	PC
09448870190	KIT COBAS 58/68/88 SARS-COV-2 480T IVD		GBP	1	PC
09446125190	KIT COBAS 58/68/8800 SARS-COV-2/FLU 384T		GBP	1	PC
09446133190	KIT COBAS 58/68/8800 SARS-COV-2/FLU RMC		GBP	1	PC
10033401190	KIT COBAS 58/68/8800 SARSCOV2FLUV2 192T		GBP	1	PC
09175440190	KIT COBAS 6800/8800 SARS-COV-2 RMC		GBP	1	PC
09863320190	cobas® MPXV Control Kit*		GBP	1	PC
09863338190	cobas® MPXV*		GBP	1	PC

Please note the * items in red have not yet been released in the UK and we do not currently have a price for them, the estimates listed here are based on other kits with 192 rxns/ and control cassettes and may not be accurate if and when final pricing is agreed with Roche.

The cost of delivery is included for all orders over £100. Shipping may be charged for order below £100.