

**National Microbiology Framework Agreement  
Order Form  
Reference C337304  
Roche Diagnostics Limited**

**FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency 10 South Colonnade, London, E14 4PU (the "Authority").
<b>Invoice address:</b>	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	C337304

**TO**

<b>Supplier:</b>	Roche Diagnostics Limited
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address: Charles Avenue, Burgess Hill, West Sussex, RH15 9RY England

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>										
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)										
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)										
<b>Appendix D</b>	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))										
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)										
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)										
<b>Appendix G</b>	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))										
<b>Appendix H</b>	<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"/>											

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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 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 checked="" type="checkbox"/>	
17.	Expert Determination	<input 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 type="checkbox"/> (only applicable if this box is checked)

**1. CONTRACT DETAILS****(1.1) Commencement Date:** Contract will commence on the 13/02/2025**(1.2) Services Commencement Date (if applicable):** N/A**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

£354,100.00 (excl VAT)

**Financial Schedule**

- This proposal reflects costs based on the menu and environment submitted to us. It includes costs associated with quality control checks, re-runs, and on-board stability.
- Actual laboratory costs may be different based on efficiency of laboratory operation.
- We reserve the right to review and amend the cost per reportable should any of the following change:

The prices below are subject to contract. All prices are without VAT.

**Total Costs years**

Delivery	Number of reportables per year	Costs year 1	Costs year 2	Costs year 3	Costs year 4	Costs year 5	Costs year 6	Costs year 7	Total costs years 1-7
Lab 1									
Instruments									
Additional Assets									
Service									
Net sum (without VAT)									354,100.00

**Instrument costs**

Instrument	Reference	Number	Acquisition type	Costs year 1	Costs year 2	Costs year 3	Costs year 4	Costs year 5	Costs year 6	Costs year 7	Total costs years 1-7
Lab 1											
cobas 5800 system		1	Purchase		-	-	-	-	-	-	

**Roche Diagnostics Limited**

Charles Avenue  
Burgess Hill  
West Sussex, RH15 9RY  
England  
Company Reg. No: 571546

Commercial Bids & Proposals  
Tel: +44 (0)1444 256991  
Email: burgesshill.bids@roche.com

**(1.4) Term of Contract:** The contract will commence on 13/02/2025 and end on 13/02/2032.

**(1.5) Term extension options:** N/A

## 2. GOODS AND/OR SERVICES REQUIREMENTS

**(2.1) Description of the Goods / Services:** Roche Diagnostics Limited quotation as listed in section (1.3).

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

UKSHA Bristol, Southmead Road, Bristol, BS10 5NB, England.

**(2.3) Key personnel of the Supplier to be involved in the Goods / Services:****Name:** [REDACTED]**Address:** Charles Avenue, Burgess Hill, West Sussex, RH15 9RY England**Email -** [REDACTED]**(2.4) Performance standards:**

- The supplier shall deliver the service according to the Quotation as set out in section 1,3.and good industry standards.

**(2.5) Quality standards:**

- The supplier shall meet the quality standards as set out in the National Microbiology Framework Terms and Conditions.

**(2.6) Contract monitoring arrangements:**

N/A

**(2.7) Management information and meetings:**

N/A

**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:**

N/A

**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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<b>5. LEASE / LICENSE (if applicable)</b>
<b>(5.1) The Authority is granting the following lease or license to the Supplier:</b>  N/A

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
<div></div>	