

Appendix 1

**National Microbiology Framework Agreement
Order Form
Reference C218512
Qiagen Limited**

FROM

Authority:	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").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	C218512

TO

Supplier:	Qiagen Limited, Company Registration 02858916, Citylabs 2.0 Hathersage Road, Manchester, M13 0BH, United Kingdom (the "Supplier").
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED]

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

	Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Citylabs 2.0 Hathersage Road, Manchester, M13 0BH, United Kingdom

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	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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	

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	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 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: Start date shall be on the date of the last person to sign this order form.

(1.2) Services Commencement Date (if applicable): N/A

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

Subject to Annex A Quotation – the total cost of this instrument that can be ordered under this contract shall be thirty-three thousand, six hundred and fifty-six pounds and forty pence (£33,656.40) (excl. VAT).

(1.4) Term of Contract:

This contract shall be deemed to have commenced on the date of the last person to sign this order form.

The expiry date of the contract shall be the date of when the last piece of equipment has been delivered to the delivery address.

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The supplier shall perform the services as set out in Annex A (Quotation).

The purchase includes:

- The QIAgility instrument with a laptop computer suitable to run the application
- Installation
- Application training
- Full agreement for 2 years with a 2-business day response time
- 2 preventive maintenance visits
- Installation covers setup of instrument hardware and software
- Training is provided for up to 4 laboratory staff members.

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

The supplier shall deliver the services to the location listed in Appendix A (Quotation).

(2.3) Key personnel of the Supplier to be involved in the Goods / Services:**Name:** [REDACTED]**Address:** QIAGEN Ltd | Citylabs 2.0 | Hathersage Road | Manchester M13 0BH | UK**Mobile:** [REDACTED]**E-mail:** [REDACTED]**(2.4) Performance standards:**

- The supplier shall deliver the services according to the Quotation (Annex A) and good industry standards.

(2.5) Quality standards:

- The supplier shall follow the quality standards as set out in the Quotation (Annex A)

(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.

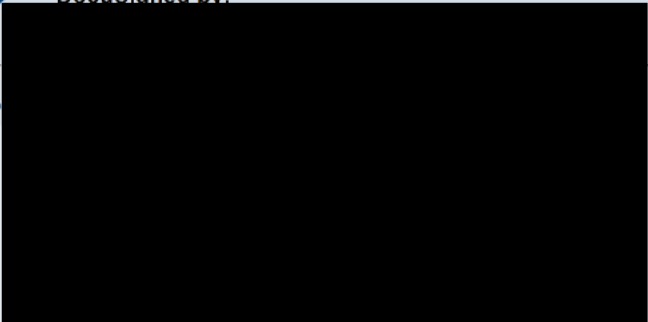
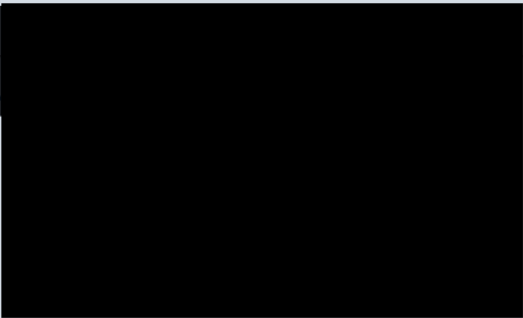
(3.2) Duration that the information shall be deemed Confidential Information:

N/A

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

In accordance with the Data Protection Protocol.

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

<div>Signed for and on behalf of the Supplier</div> <div>DocuSigned by: </div>	<div>Signed for and on behalf of the Buyer acting on behalf of the Crown</div> <div>DocuSigned by: </div>
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Annex A

Quotation

The Quotation from Qiagen includes the purchase of:

- The QIAgility instrument with a laptop computer
- Installation
- Application training
- Full agreement for 2 years with a 2-business day response time
- 2 preventive maintenance visits
- Installation covers setup of instrument hardware and software
- Training is provided for up to 4 laboratory staff members.

