

**Appendix 1**  
**National Microbiology Framework Agreement**  
**Order Form – Reference C127806**  
**Roche Diagnostics**

**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 of Nobel House, 17 Smith Square, London, SW1P 3HX (the “ <b>Authority</b> ”)
<b>Invoice address:</b>	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: business operational contact, project manager</b>	Name: [REDACTED] [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency, Windsor House, 50 Victoria Street, London, SW1H 0TL
<b>Internal reference (if applicable):</b>	UKHSA CRE-ID 4189 C127806

**TO**

<b>Supplier:</b>	Roche Diagnostics
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: Roche Diagnostics, Roche House, Charles Avenue, Burgess Hill, W. Sussex RH15 9RY

**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 checked="" 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> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> <tr> <td>7. Inclusion of a Change Control Process</td><td><input type="checkbox"/></td></tr> <tr> <td>8. Authority step-in rights</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"/>	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"/>	(only applicable if one or more boxes are checked)
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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 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"/>

1. CONTRACT DETAILS
(1.1) Commencement Date: 14 <sup>th</sup> September, 2021
(1.2) Services Commencement Date (if applicable): 14 <sup>th</sup> September, 2021
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be Eighteen thousand four hundred and thirty two pounds £18,432 (Excl. VAT) (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract value comprises of the service, maintenance and breakdown cover for Roche Cobas 8800 Instrument.</p> <p>1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for the Total Contract Value (the “Purchase Order”). The Purchase Order shall be for the Services specified in Annex 1 (the “Services”).</p> <p>1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.</p> <p>1.3.5 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.6 See Annex 1 - Service Information and Pricing for the price of the Services.</p> <p>1.3.7 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions), including the provision of quarterly consolidated invoices.</p> <p>1.3.8 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract. Payments for Service and Maintenance provisions shall be paid annually in advance.</p> <p>1.3.9 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on 14/9/2021 (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 13<sup>th</sup> September 2023 (the “Term”).</p> <p>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.</p>
<p>(1.5) Term extension options:</p> <p>1.5.1 N/A</p>
2. GOODS AND/OR SERVICES REQUIREMENTS

**(2.1) Description of the Service:**

- 2.1.1 This contract covers the service and maintenance of equipment utilised for testing, installed as part of the Authority's program of equipment installations. The services and their location are detailed at Annex 2.
- 2.1.2 The Supplier shall provide the Services for such equipment from the service commencement date until the end of the Term.
- 2.1.3 The Supplier shall maintain an asset register of all equipment in respect of which the Support Services will be provided and provide in time for any meeting a monthly report as per Clause 2.7 of this Order Form to the Authority for all maintenance and repairs carried out on each site. The Asset Register will be updated by mutual agreement of the Parties by the addition and removal of equipment. The Parties shall review the Asset Register for accuracy no less often than once per month.

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

- 2.2.1 The supplier shall deliver the Services at the Premises and Location(s) detailed in Annex 2 – Delivery Locations and such other location(s) as the Authority may specify from time to time.
- 2.2.2 All planned visits shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to attendance:
- 2.2.3 Primary delivery contact: Business Operational Contact  
E-mail: [REDACTED]
- 2.2.4 If any assets transfer to the NHS during the period of the Contract the remaining maintenance period will be included in the asset transfer agreement/s.
- 2.2.5 The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice. Upon notification from the Authority the Supplier shall immediately suspend all costs related to, or arising from, such equipment to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such equipment whatsoever or however arising after 30 days of notification.

**(2.3) Key personnel of the Supplier to be involved in the Services:**Contact Name: [REDACTED]  
[REDACTED]

Tel: +

**(2.4) Performance standards:**

- 2.4.1 The Supplier shall ensure the services conform and perform to the level of the Supplier's manufactured specifications.
- 2.4.2 Performance of the delivery of the Services shall be monitored in accordance with section 2.6 below.
- 2.4.3 Proof of delivery of the Services are to be supplied with each quarterly consolidated invoice.

**For New Instruments and Existing Instruments:**

- 2.4.4 The Supplier shall use best efforts to achieve an uptime of 98% or better will be achieved on a per Instrument basis with 100% uptime being 250 Working Days of normal instrument functioning per calendar year. If an Instrument's uptime drops below 98%, the Authority may issue a notice to the Supplier identifying the Instrument which has not achieved 98% uptime and stating any other information which may be relevant ("Downtime Notice").
- 2.4.5 Upon receipt of a Downtime Notice, the Supplier shall initiate an improvement-project to resolve the issue(s) identified in the Downtime Notice within a maximum of six (6) Working Days ("Resolution Time Limit").
- NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE FOREGOING SHALL BE THE AUTHORITY'S SOLE REMEDY FOR ANY FAILURE BY THE SUPPLIER TO ACHIEVE 98% UPTIME ("UPTIME REMEDY").

\*\*For the avoidance of doubt, all 48-hour site response times (3Hr Reaction Times) quoted are response times during Working Days (Mon-Fri 9am-5pm). If a support call is submitted on a Working Day, the Supplier shall respond by phone and attempt to fix the problem remotely within 3 hours of notification. If unsuccessful the supplier will make an on-site visit within 48 hours, unless the day following submission of such support call is not a Working Day, in which case the Supplier shall respond on the next Working Day.

**(2.5) Quality Standards & Warranty:**

The Supplier shall maintain and repair the Instruments to the level of OEM manufacture or, where applicable, the upgraded and latest specifications as sold/upgraded by the Supplier to the Authority.

**(2.5.1) Return Conditions:**

N/A

**(2.6) Contract monitoring arrangements:**

- 2.6.1 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 On a monthly basis the Supplier will provide an MI report that includes:
- List of current equipment 'Asset Register'
  - Schedule of the equipment for Planned Maintenance in the forthcoming month
  - Schedule of the completed equipment Planned Maintenance
  - Number of service call outs received with reference to associated equipment serial number
  - Downtime Notice requests received
  - Resolution Time Limit achievement rate

### 3. CONFIDENTIAL INFORMATION (if applicable)

**(3.1) The following information shall be deemed Confidential Information:**

3.1.1 Supplier pricing.

3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives

3.1.3 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:**

3.2.1 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:**

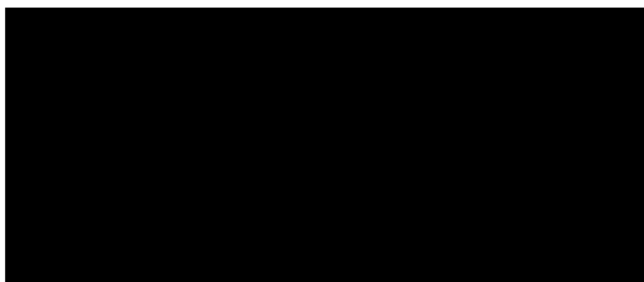
In accordance with the Data Protection Protocol.

### 5. LEASE / LICENSE (if applicable)

**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

**Signed for and on behalf of the Authority:**



**Signed for and on behalf of the Supplier:**

Date Signed: 31/03/2023



Date Signed: 31/03/2023

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Delivery and Risk:**

- 1.1. The Supplier shall deliver the Services to the locations set out in Annex 2 of this order form and such other locations as the Authority specifies from time to time.
- 1.2. The Supplier will ensure that the provision of the Services is made in accordance with the terms of this Order Form including all Annexes, Appendices the Call-Off Terms and Conditions.

#### **2. Invoicing Process:**

- 2.1 Payment terms are net 30 days from receipt of a valid quarterly 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 Notwithstanding submission of the Purchase Order to the Supplier, the Authority is only committed to purchasing such quantities of the Services as it orders in accordance with this paragraph 2; and submission of the Purchase Order to the Supplier shall not constitute commitment on behalf of the Authority to purchase Services up to the full Contract Price.
- 2.4 The Supplier shall provide an invoice for the full amount to the Authority for all Services received and accepted by the Authority .
- 2.5 All invoices should be sent for approval and must 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.
- 2.6 All invoices must be sent quoting a valid purchase order number. 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.
- 2.7 To avoid delay in payment the Supplier shall provide compliant invoices 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 representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.
- 2.8 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]



Annex 1

Service Information and Pricing

ACCOUNT No: 42153307	
CUSTOMER NAME:	INSTRUMENT LOCATION
UK Health Security Agency (UKHSA)	UK Health Security Agency (UKHSA)
	Porton Down

CONTRACT START: 14/09/2021  
CONTRACT END:13/9/2023

	EQUIPMENT	SERIAL NO:	CHARGE (ex.vat)
1	Roche Cobas 8800	5235	

Annex 2

Delivery Locations

Porton Down