

Appendix 1

**National Microbiology Framework Agreement
Order Form
Contract Reference C169633**

FROM

Authority:	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 "Authority")
Invoice address:	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: e.g. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	[REDACTED]

TO

Supplier:	Cepheid UK Limited
Contract Manager:	Name: [REDACTED] Email: [REDACTED]
Secondary Contact:	Name: [REDACTED] Email: [REDACTED]
Account Manager:	Name: [REDACTED] Email: [REDACTED]

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

Name and address for notices:	FAO - [REDACTED] Cepheid UK Ltd Oakley Court Kingsmead Business Park Frederick Place High Wycombe HP11 1JU
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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 checked="" 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 checked="" 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"/> (only applicable if this box is checked)

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1. CONTRACT DETAILS
(1.1) Commencement Date: 1st April 2023
(1.2) Services Commencement Date (if applicable): 1st April 2023
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The total contract value shall be fifty thousand, nine hundred and seventeen pounds, and thirteen pence (£50,917.13 Excl. VAT) only (the "Total Contract Value")</p> <p>1.3.2. This comprises of the servicing and maintenance for Cepheid equipment located UKHSA wide.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6 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 commence on the 1st April 2023 (the "Commencement Date") and shall expire on the 31st March 2024 (the "Term").</p>
<p>(1.5) Term extension options:</p> <p>No extension options</p>

2. GOODS AND/OR SERVICES REQUIREMENTS
<p>(2.1) Description of the services:</p> <p>This Contract covers the servicing and maintenance of the Cepheid equipment assets located at UKHSA sites detailed in Annex 1.</p> <p>2.1.1 The services shall be supplied in accordance with the following specifications (the "Specifications") as set out by the manufacturer:</p>

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Full comprehensive cover on a Cepheid Advantage Service Plan includes:

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. The Authority 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.

Features	Advantage Service Agreement
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

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

The Supplier shall deliver the services to the Laboratories as detailed below:

UKHSA Birmingham	Birmingham Heartlands Hospital Bordesley Green East Pathology POCT Birmingham B9 5SS
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UKHSA Bristol	Southmead Hospital Southmead Road UKHSA Pathology Stores Bristol BS10 5NB
UKHSA Cambridge	Addenbrookes Hospital University Hills Road UKHSA Cambridge Lab CA Cambridge CB2 0QQ
UKHSA Colindale	61 Colindale Avenue UKHSA Bay 3 Central Warehouse London NW9 5EQ

2.2.2 All planned visits shall be pre-advised by the Supplier to the Authority's primary 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:

Name:

E-mail:

2.2.4 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, description and quantity;
- and any special instructions originally entered for Authority's Order (e.g. project).

2.2.5 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.6 Delivery of the Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.7 If Services are deemed not to be accepted by the Authority, the Supplier shall re-perform the Services at their own cost.

2.2.8 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.9 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. 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.

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

Name: [REDACTED]

Email: [REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Services to be supplied with each invoice.

(2.5) Quality standards:

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

(2.6) Contract monitoring arrangements:

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 including but not limited to:

- Performance of Services - on time and in full.
- The Supplier shall provide to the Authority, 2 (two) Business Days prior to each meeting, a management report in the same or similar format as Annex 2 – Management Information Reporting Template, together with any other pertinent information such as, but not limited to:
 - Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number;
 - Issues that may have arisen (where relevant) following PM necessitating re-performance of the required Services;
- Invoicing; and
- Such other matters as the Parties may consider appropriate.

(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 ('MI') 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). The request for management information may include:

Performance and key performance indicators to be reported by the Supplier including:

- List of current equipment (the "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;
- Equipment performance reviewed including levels of equipment break down;
- Review of time to fix rate resolution
- Details of callouts by location, including root cause analysis; and repairs carried out at each site.

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:

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:

Not applicable.

Signature

For and on behalf of the Authority

DocuSigned by:



Full Name:



Job Title/Role: Commercial Lead

Date Signed: 06 June 2023

Signature

For and on behalf of the Supplier


DocuSigned by:



Full Name:



Job Title/Role:



Date Signed: 02/06/2023

Annex A

Order Specific Key Provisions

1.Delivery and Risk:

1.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, Annex 1, Annex 2 and the Call-Off Terms and Conditions.

2.Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid 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 number ("the PO") for each location listed in this contract. The Supplier must be in receipt of valid PO numbers before submitting an invoice.

2.3 The Supplier shall provide an invoice to the Authority for all services to be provided and accepted by the Authority.

2.4 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 before being submitted for payment.

2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, valid PO numbers, 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.

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

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Annex 1 - List of sites, equipment, serial numbers contract period and costs

UKHSA Site	Asset Type	Service Number	Serial Number	23/24 Cost (£)	Start Date	End date
Birmingham	Genexpert	GX44A1Y	806245		01/04/2023	31/03/2024
Birmingham	Genexpert	GX08A1Y	801525		01/04/2023	31/03/2024
Bristol	Genexpert	N/A - Rental Plan	816355		01/04/2023	31/03/2024
Cambridge	Genexpert	GX04A1Y	801523		01/04/2023	31/03/2024
Cambridge	Genexpert	GX16A1Y	808823		01/04/2023	31/03/2024
Colindale	Genexpert	GX44A1Y	808878		01/04/2023	31/03/2024
Colindale	Genexpert	GX44A1Y	110013170		10/08/2023 (Pro-rata)	31/03/2024

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Annex 2 – Management Information Reporting Template

Contract Ref	CONTRACT DETAILS		Qty ordered	Qty Serviced	Qty outstanding	Qty Invoiced in Advance Of Servicing	PO issued date	Unit Price	Total Line Value	Outstanding Line Value	Total PO Value	Total Outstanding Value	Percent Used	
	PO#	Product Description												
				0	0	0		£1.00	£0.00	£0.00	£0.00	£0.00	#0V/0I	
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Delivered	Service Date	Location	Invoice Number	Invoice Date	Invoice Due Date	Invoice Due Date Check	Not Due / Overdue No. of Days	Invoice Paid Yes / No
						£0.00								
						£0.00								
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty Scheduled	Date of Scheduled PM	Location						
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Instance Number	Qty	Date Callout Requested	Date Callout Completed	Location	Summary of Issue				

Response Time: If the Authority 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.