

**National Microbiology Framework Agreement  
Order Form  
Reference C117403**

**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 “Authority”). |
| <b>Invoice address:</b>  | Post: The UK Health Security Agency,<br>Nobel House, Smith Square, London, SW1P 3JR<br>[REDACTED]  |
| <b>Contract Manager:</b>   | [REDACTED]<br>[REDACTED]   |
| <b>Secondary Contact:<br/>business operational<br/>contact/project<br/>manager</b> | [REDACTED]<br>[REDACTED]   |
| <b>Procurement lead</b>  | [REDACTED]<br>[REDACTED]   |
| <b>Name and address for<br/>notices:</b>   | [REDACTED]<br>[REDACTED]<br><br>Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P  |
| <b>Internal reference (if<br/>applicable):</b>                                     | CRE-ID 4002  |

**TO:**

|                  |  |
|------------------|--|
| <b>Supplier:</b> | QIAGEN Ltd, Citylabs 2.0,<br>Hathersage Road, Manchester, M13 0BH (the “Supplier”) |
|------------------|--|

|                                      |  |
|--------------------------------------|--|
| <b>Contract Manager:</b>             | <div></div> <div></div> <div></div>  |
| <b>Secondary Contact:</b>            | <div></div> <div></div> <div></div>  |
| <b>Account Manager:</b>              | <div></div> <div></div> <div></div>  |
| <b>Name and address for notices:</b> | <div>Name: QIAGEN Ltd</div> <div>Address: QIAGEN Limited, Citylabs 2.0, Hathersage Road, Manchester, M13 0BH</div> <div></div> |

**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 checked="" 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> | Further Optional Additional Call-off Terms and Conditions<br>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked: | (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 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"/> |  |

**1. CONTRACT DETAILS****(1.1) Commencement Date:** 14th December 2022**(1.2) Services Commencement Date (if applicable):**

N/A

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

1.3.1 The total contract value shall be thirty thousand, three hundred and fifty nine pounds and seventy five pence. (£30,359.75) (Excl. VAT) (the **"Total Contract Value"**).

1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

**(1.4) Term of Contract:**

1.4.1 This Contract shall be deemed to have commenced on 14th December 2022 (the **"Commencement Date"**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2023 (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 90 days' written notice.

**(1.5) Term extension options:**

N/A

**2. GOODS AND/OR SERVICES REQUIREMENTS**

(2.1) Description of the Goods / Services:

The specification of the Goods (the “Specification”) as set out by the manufacturer:


2.1.1 This contract covers the purchase of QIAcube HT/QIAxtractor System, installation and training.

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Instrument for automated mid- to high-throughput nucleic acid purification in 96-well format

ProductProduct DetailsService PlansResources



Virtual Demo

Explore the virtual tour to learn more and see this product in action.

START TOUR

QIAcube HT/QIAxtractor, System

Cat. No. / ID: 9001793

QIAcube HT/QIAxtractor System includes the QIAcube HT/QIAxtractor instrument with UV lamp, HEPA filter, laptop, QIAcube HT operating software, installation, application training, and one year warranty on labor...

Show more

1. Instrument / Product

QIAcube HTAccessories Pack, QXT

2. Contains

Without laptoplaptop

3. Service Options

SystemPriorityPrioPLUS

ProductProduct DetailsService PlansResources

Features

- Reliable DNA, RNA and miRNA extraction from virtually any sample type
- Mid- to high-throughput solution with dedicated purification kits saves costs and time
- User-friendly software allows for easy data management and documentation
- Innovative design features increase safety and minimize cross-contamination
- Convenient, flexible and easy-to-use instrument with small footprint

Product Details

QIAcube HT enables automated mid- to high-throughput nucleic acid purification in 96-well format using silica membrane technology. A variety of **QIAcube HT Purification Kits** lets users quickly and easily purify DNA, RNA and miRNA from almost any type of sample – including cells, tissues and stool samples, as well as from bacteria and viruses in animal samples. Automated protocols and dedicated **accessories and consumables** increase reliability and convenience and save valuable time. The system provides the same high-quality results as other trusted QIAGEN purification technologies.


Performance

QIAcube HT provides fast and reliable automated high-throughput nucleic acid purification for use in a variety of sensitive downstream applications. Researchers can easily increase their sample purification throughput and expect the same high-quality results as from other trusted QIAGEN nucleic acid

See figures

Analysis of genomic DNA purified

From: BioScience Resource



Products

Applications & Insights

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DNA from blood, cells and tissues

Automated purification of total DNA from blood, cells and tissue samples is quick, easy and reliable with QIAcube HT and the dedicated QIAamp 96 DNA QIAcube HT Kit. Fresh or frozen whole blood containing common anticoagulants can be processed (see figure [Analysis of genomic DNA purified from human blood](#)). QIAcube HT lets users increase sample purification throughput without having to compromise on quality or reliability, providing high yields of pure DNA that perform well in downstream analyses (see figures [Purification of genomic DNA from tissues](#) and [High performance in downstream assays](#)). >

DNA from stool samples

Automated purification of DNA from stool samples is quick, easy and reliable with QIAcube HT and the dedicated QIAamp 96 PowerFecal QIAcube HT Kit. Whether stool samples from 10 different animals were subjected to manual gDNA purification using the QIAamp Fast DNA Stool Mini Kit or automated using the dedicated instrument kit, the target could be successfully amplified in a real-time PCR assay, as indicated by comparable C<sub>T</sub> values (see figure [Automated bacterial DNA purification from various animal stool samples gave comparable yields to the manual procedure](#)). Stool samples are rich in PCR inhibitors such as complex polysaccharides, bile salts, lipids and urate. In the best cases, these inhibitors make it difficult to amplify targets by PCR, while in the worst cases, their presence can entirely suppress PCR signals. Therefore, effective removal of these inhibitors is critical to successful analysis of nucleic acids purified from stool samples. The QIAamp 96 PowerFecal QIAcube HT Kit efficiently eliminates PCR inhibitors from samples, enabling reliable detection of DNA, similar to other QIAGEN stool DNA purification solutions whether used manually or automated (see figure [Efficient PCR inhibitor removal with all kits whether used manually or automated](#)). >

Viral DNA and RNA from a variety of samples

The QIAamp 96 Virus QIAcube HT Kit enables automated purification of viral RNA and DNA from a broad range of sample types including fresh or frozen tissues, blood and other body fluids. The

Purification of genomic DNA from tissues.

High performance in downstream assays.

Automated bacterial DNA purification from various animal stool samples gave comparable...

Efficient PCR inhibitor removal with all kits whether used manually or automated.

Reliable purification from a range of sample types

Reliable automated purification

High sensitivity of purified viral nucleic acids in PCR and RT-PCR

Linear recovery of total RNA from tissue lysates.

Reproducible 96-well genomic DNA purification.

Highly reproducible viral RNA isolation.

Co-isolation of viral RNA and

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RNA from cells and tissues

RNA purification on QIAcube HT is simple and reliable with the RNeasy 96 QIAcube HT Kit and provides linear sample recovery with no significant well-to-well variation across a 96-well plate (see figures [Linear recovery of total RNA from tissues](#) and [Reproducible 96-well RNA purification](#)). This economical, easy-to-use system provides the same results as other trusted QIAGEN purification technologies (see figure [Automated purification of high-quality RNA from tissues](#)). >

Viral DNA and RNA and bacterial DNA from animal samples

QIAcube HT enables reliable purification of nucleic acids from undiluted animal whole blood with minimal risk of silica membrane clogging. Automated processing of samples in 96-well format is precise and repeatable between different purification runs performed on different days, providing not only convenience but also peace of mind (see figure [Highly repeatable viral RNA isolation](#)). Co-purification of viral RNA and bacterial DNA is easily automated with QIAcube HT and dedicated *cador* Pathogen QIAcube HT Kit, and provides the same high-quality nucleic acids as manual processing with the QIAamp *cador* Pathogen Mini Kit (see figure [Co-isolation of viral RNA and bacterial DNA](#)). >

DNA from complex food samples

The DNeasy *mericon* 96 QIAcube HT Kit has been specially adapted for rapid mid- to high-throughput purification of DNA from a variety of raw and processed food matrices on the QIAcube HT instrument. A modified cetyltrimethylammonium bromide (CTAB) extraction procedure allows DNA extraction from all food samples in radically shorter time compared with conventional CTAB protocols (see figure [Efficient and rapid DNA extraction from complex food samples](#)). Now users can prepare the same high-quality DNA as from the manual DNeasy *mericon* Food Kit with a quick and simple automated procedure (see figure [Purification of DNA from complex food samples](#)). The DNeasy *mericon* Kit can only be used with the QIAcube HT Prep Manager Software when requesting a customized protocol. The protocol is not included in the standard configuration of the Prep

2.1.2 The Supplier shall provide on-site installation and training.

2.1.3 The Supplier shall provide one year full warranty service for QIAcube HT/QIAxtractor System from the delivery date as outlined in Appendix 2.

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

2.2.1 The Supplier shall deliver the goods to the site listed in Appendix 3 or such other location as the Authority specifies from time to time.

2.2.2 The Authority may at any time move equipment between laboratory sites, remove, substitute or add equipment to the contract. The Authority will endeavour to provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days’ notice.

2.2.3 If any assets transfer to the NHS during the Term, the remaining warranty period will be included in the asset transfer agreement/s. The Supplier shall enter into any novation agreement reasonably considered necessary by the Authority to effect or facilitate such asset transfer.

2.2.4 All planned Services delivery shall be pre-advised by the Supplier to the Authority’s primary

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delivery contact stated below (individually or collectively be known as the “**Delivery Contact**”) at least 48 hours prior to attendance:

2.2.5 Primary delivery contact: Business Operational Contact [REDACTED]

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

- Supplier name;
- Authority’s Order Number;
- Item reference, Supplier’s part code, description and quantity;
- Full service detail at item level and any special instructions originally entered for Authority’s Order (e.g. project).

2.2.7 The Delivery Contact will confirm:

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

2.2.8 Delivery of the Goods/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 delivery, installation and any validation work has been carried out to the suppliers specification and has signed the delivery note to confirm acceptance.

**(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

[REDACTED]

[REDACTED]

**(2.4) Performance standards:**

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

Proof of delivery of the Goods/Services to be supplied with the invoice.

**(2.5) Quality standards:**

The Supplier shall provide the platform to the level of the Supplier’s manufactured specifications as sold by the Supplier to the Authority.

**(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.



**(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 Performance and key performance indicators to be reported by the Supplier on an annual basis include:

1. List of current equipment (the "Asset Register");
2. Schedule of the equipment for Planned Maintenance in the forthcoming year;
3. Schedule of the completed equipment Planned Maintenance;
4. Number of service call outs received with reference to associated equipment serial number;
5. Equipment performance reviewed including levels of equipment break down;
6. Review of response time and time to fix rate resolution
7. Details of callouts by location, including root cause analysis; and
8. Repairs carried on-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:**

N/A

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

A large black rectangular box redacting the signature of the Authority.

Date Signed: 15th December 2022

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

A large black rectangular box redacting the signature of the Supplier.

Date Signed: 15.12.2022

## **Annex A**

### **Order Specific Key Provisions**

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

- 1.1. The Supplier shall deliver the Goods to the location set out in Appendix 3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and the Call-Off Terms and Conditions.

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

- 2.1 Payment terms are net 30 days from receipt of a valid monthly 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 The Supplier shall provide an invoice to the Authority for all Services received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall 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.
- 2.5 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 The Supplier shall provide compliant invoices that include 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.
- 2.7 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:  
[REDACTED]

**Appendix 1 – Description of Goods/ Services**

| No.                   | Quantity | Catalog | Product                                | Total Price (ex vat) |  |
|-----------------------|----------|---------|--|----------------------|--|
| 1                     | 1        | 9001793 | QIAcube HT/QIAxtractor, system         |                      |  |
| 2                     | 1        | 9241769 | QIAxtractor/QIAcube HT, Full Agreement |                      |  |
| 3                     | 1        | 9241775 | QIAcube HT, Installation & Training    |                      |  |
| <b>Total (ex Vat)</b> |          |         |  | <b>£30,359.75</b>    |  |

## Appendix 2 – Warranty Service

| QIAxtractor/QIAcube HT, Full Agreement   |
|--|
| On-site QIAcube HT instrument repair   |
| Including travel, labour and parts, for a period of one year.                      |
| Response time of two business days   |
| One Preventive Maintenance or Inspection Service during the Full Agreement period. |

**Appendix 3 – Location for Delivery of Goods/ Services**

**UK Health Security Agency Centre for Infection  
VRD  
National Infection Service  
Virus Reference Department  
61 Colindale Avenue  
London  
NW9 5HT**

**Point of Contact** 