

Appendix 1
National Microbiology Framework Agreement
Order Form – Reference C128678
Roche Diagnostics

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:	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: business operational contact, project manager	Name: [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] E-mail: [REDACTED] Address: UK Health Security Agency, Windsor House, 50 Victoria Street, London, SW1H 0TL
Internal reference (if applicable):	UKHSA CRE-ID 4181 C128678

TO

Supplier:	Roche Diagnostics
Contract Manager:	Name: [REDACTED] Phone: E-mail: [REDACTED]
Secondary Contact:	Name: Phone: E-mail:
Name and address for notices:	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:

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 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	<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 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
<p>(1.1) Commencement Date: As per the date of UKHSA signature of this order form.</p>
<p>(1.2) Services Commencement Date (if applicable):</p> <p>The Parties shall mutually agree the dates and times that the Supplier shall carry out the de-installation and re-installation Services at the Authority's premises. Should either Party wish to amend the agreed dates then they shall provide the other Party with a minimum of 72hrs notice.</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be Forty four thousand seven hundred and sixty five pounds and thirty nine pence, £44,765.39 (Excl. VAT) (the "Total Contract Value").</p> <p>1.3.2 The Total Contract Value comprises of the de-installation and removal of the cobas 6800 from the Authority's Porton Down premises as well as the de-installation of the cobas 8800 from the Authority's Cambridge premises and reinstallation of the same instrument (cobas 8800) at the Authority's Porton Down premises (see Annex 1)</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 NOT USED</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)</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.</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 the date of the last contract signature (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2023 (the "Term").</p> <p>1.4.2 N/A</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 decommissioning, de-installation of the Roche cobas 6800 & cobas 8800 and reinstallation of the Roche cobas 8800 equipment utilised for testing, installed as part of the Authority's program of equipment installations. The services and their location are detailed at Annex 1.

(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 The Authority shall ensure that all of the equipment that is being de-installed under this contract is decontaminated in accordance with the manufacturer's guidelines prior to the date of the de-installation.
- 2.2.5 The Authority shall be responsible for any enabling works (including power, EMBS board and UPS provisions) required at any of the Premises and Sites that must be completed prior to the Services being carried out. Roche would require the EMBS board to be fitted by the 27th March. Roche can subsequently run the EMBS in bypass mode without the UPS connected. The Authority shall notify the Supplier in good time, once the enabling works have been successfully completed, to allow the Supplier to commence with the Services.

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

Contact Name: [REDACTED]

Email [REDACTED]

Tel: [REDACTED]

(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 to Porton Down are to be supplied with the Invoice.

<p>(2.5) Quality Standards & Warranty: N/A</p> <p>(2.5.1) Return Conditions:</p> <p>N/A</p>
<p>(2.6) Contract monitoring arrangements:N/a</p>
<p>(2.7) Management information and meetings:</p> <p>N/A</p>

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:

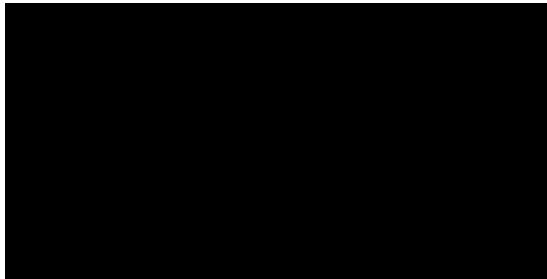
In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

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

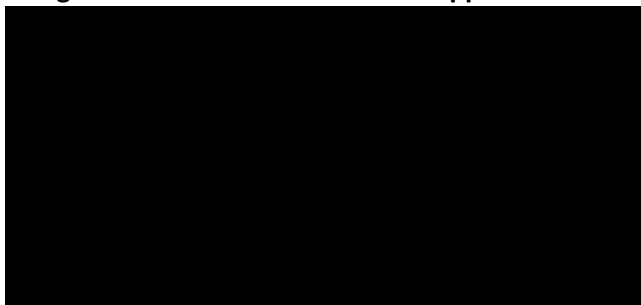
N/A

Signed for and on behalf of the Authority:

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

Date Signed: 20th March 2023

Signed for and on behalf of the Supplier:

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

Date Signed: 20.03.2023

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 1 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 a consolidated invoice 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:	
CUSTOMER NAME:	INSTRUMENT LOCATION (PLEASE ADVISE IF INCORRECT)
UK Health Security Agency (UKHSA)	UK Health Security Agency (UKHSA)
	Removal of cobas 8800 from Addenbrookes, Hills Road, Cambridge, CB2 2QW
	Removal of cobas 6800 from Porton Down and installation of cobas 8800 to Porton Down, Salisbury, SP4OPG

CONTRACT START: as per the last contract signature date**CONTRACT END:** 31/3/23

	EQUIPMENT	SERIAL NO:	CHARGE (ex.vat)
1	Roche Cobas 6800 (De-install, Removal from Porton Down) ORD 0021104926 (Below). Full title and ownership of this piece of Equipment shall remain with Roche.	1694	
2	Roche Cobas 8800 (De-install from Cambridge) ORD 0021105054 (Below) Full title and ownership of this piece of Equipment shall remain with the Authority.	5302	
	Total Cost		£44,765.39