# Appendix 1

# National Microbiology Framework Agreement Order Form Reference C233780 Qiagen Limited

# **FROM**

FROW			
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: payables@ukhsa.gov.uk		
Contract Manager:	Name: Nicola Stanley E-mail: Nicola.Stanley@ukhsa.gov.uk		
Secondary Contact: eg. business operational contact, project manager	Name: Sanjiv Rughooputh  E-mail: Sanjiv.Rughooputh@ukhsa.gov.uk		
Procurement lead	Name: Mantas Lukos  E-mail: mantas.lukos@ukhsa.gov.uk		
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency,10 South Colonnade, London, E14 4PU		
Internal reference (if applicable):	C233780		

# TO

Supplier:	Qiagen Limited
Contract Manager:	Name:
	E-mail:
Secondary Contact:	See above

Account Manager:	Name:
	E-mail:
Name and address for notices:	Name:
Tor Houses.	Address: Citylabs 2.0, Hathersage Road, Manchester, M14 0BH

# 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	(only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	(only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	(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	(only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	(only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	(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:	(only applicable if one or more boxes are checked)
	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		
6.	Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services		
7.	Inclusion of a Change Control Process		
8.	Authority step-in rights		
9.	Guarantee		
10	. Termination for convenience		
11	. Pre-Acquisition Questionnaire		
12	. Time of the essence (Goods)		
13	. Time of the essence (Services)		
14	. Specific time periods for inspection		
15	. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A		
16	<ul> <li>Right to terminate following a specified number of material breaches</li> </ul>	$\boxtimes$	
17	. Expert Determination		
18	. Consigned Goods		
19	<ul> <li>Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises</li> </ul>		
20	. Management Charges and Information		
21	. COVID-19 related enhanced business continuity provisions		
22	. Buffer stock requirements		
23	. Modern slavery		
The additional Order Specific Key to this Contract.	(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: £30,458.90 (excl VAT).
- (1.4) Term of Contract: This contract shall be deemed to have commended 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 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 provide the instrument which meets the requirements as set out in Annex A (Quotation).

The supplier shall deliver the following:

Catalog #9003210 - EZ2 Connect

Catalog #9245570 - EZ2 Connect, Full Agreement

Catalog #9245572 - EZ2 Connect, Installation and Training

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

The supplier shall deliver the instrument and requirements to the location listed in Annex A (Quotation).

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

### (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:
<ul> <li>Supplier pricing.</li> <li>Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.</li> <li>Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives.</li> </ul>
(3.2) Duration that the information shall be deemed Confidential Information:

# 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

N/A

Signed for and on behalf of the Supplier		Signed for and on behalf of the Buyer acting on behalf of		
Date Signed:	1st February 2024	Date Signed:	1/2/2024	

# **Annex A -Quotation**

The Quotation from Qiagen includes the purchase of:

No.	Quantity	Catalog #	Product	Total Price (ex VAT)
1	1	9003210	EZ2 Connect	£25016.35
2	1	9245570	EZ2 Connect, Full Agreement	£3,267.90
3	1	9245572	EZ2 Connect, Installation & Training	£2,172.65
			Total (ex VAT)	£30,458.90



Qiagen Quote.pdf