

Appendix 1

**National Microbiology Framework Agreement
Order Form
Reference C220601
Roche Diagnostics Limited**

FROM

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: Daniel Bailey E-mail: daniel.bailey@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Daniel Bailey E-mail: daniel.bailey@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):	C220601

TO

Supplier:	Roche Diagnostics Limited
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

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Name and address for notices:	Name: Commercial Contracts Team Address: Roche Diagnostics Ltd Charles Avenue Burgess Hill West Sussex RH15 9RY
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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 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	<div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <table><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></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"/>	<div>(only applicable if one or more boxes are checked)</div>
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"/>											

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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 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 checked="" 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 type="checkbox"/> (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 twenty-nine and a half thousand pounds (£29,500.00) (excl. VAT).
(1.4) Term of Contract: This contract shall be deemed to have commenced 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. The expiry date does not affect the suppliers right of payment for goods and services supplied under this contract.
(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 specifications as set out in Annex B (Specification). The instrument shall meet the following specifications: Dimensions - W x D x H: 24 in x 24 in x 21.5 in (57.4 cm x 58.8 cm x 49.7 cm) Weight - 121 lb (55.6 kg) Power consumption - 200–240 Vac (50/60 Hz, 1500 VA) Reaction volumes - 5 µL–20 µL (384-well), 10 µL–100 µL (96-well) Temperature control - Peltier-based heating/cooling from 37°C–95°C (20° starting temperature to perform specific melting curve analyses) Heating rate - 96-well block: 4.4°C/s Cooling rate - 96-well block: 2.2°C/s Excitation - LightCycler® 480 LED Lamp (430-630 nm)

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Detector - Cooled monochrome CCD camera Filters - Excitation (nm): 440, 465, 498, 533, 618 Detection (nm): 488, 510, 580, 610, 640, 660 Computer - Pentium PC with Windows 7
(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided: The supplier shall deliver the services to the location listed in Appendix A (Quotation).
(2.3) Key personnel of the Supplier to be involved in the Goods / Services: Name: [REDACTED] Address: Roche Diagnostics Ltd, Charles Avenue, Burgess Hill, West Sussex, RH15 9RY. Mobile: [REDACTED] Email - [REDACTED]
(2.4) Performance standards: <ul style="list-style-type: none"> - The supplier shall deliver the services according to the Quotation (Annex A) and good industry standards.
(2.5) Quality standards: <ul style="list-style-type: none"> - 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 style="list-style-type: none"> - 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:

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N/A

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:
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N/A

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
	
Job Title/Role: Director of Finance and Operations Date Signed: 13/12/2023	Job Title/Role: Commercial Lead Date Signed: 13 December 2023

Annex A – Quotation

The Quotation from Roche includes the purchase of:

- The LightCycler 480 II (96-well).
- Delivery of the instrument to: Dr Daniel Bailey, UKHSA, Diagnostic Evaluations & Innovations / Rare and Imported Pathogens Laboratory, Porton Down, Wiltshire SP4 0JG.

Annex B – Specification

The Specification from Roche includes:

Dimensions - W x D x H: 24 in x 24 in x 21.5 in (57.4 cm x 58.8 cm x 49.7 cm)

Weight - 121 lb (55.6 kg)

Power consumption - 200–240 Vac (50/60 Hz, 1500 VA)

Reaction volumes - 5 µL–20 µL (384-well), 10 µL–100 µL (96-well)

Temperature control - Peltier-based heating/cooling from 37°C–95°C (20° starting temperature to perform specific melting curve analyses)

Heating rate - 96-well block: 4.4°C/s

Cooling rate - 96-well block: 2.2°C/s

Excitation - LightCycler® 480 LED Lamp (430-630 nm)

Detector - Cooled monochrome CCD camera

Filters -

Excitation (nm): 440, 465, 498, 533, 618

Detection (nm): 488, 510, 580, 610, 640, 660

Computer - Pentium PC with Windows 7



Specification.pdf