



UK Health
Security
Agency

SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

and

Roche Diagnostics Limited

AGREEMENT OF VARIATION # 1

Relating to Contract Ref: C306381 - UKHSA_Scientific- Provision of Roche Cobas Consumables under 2020/S 217-533940 National Microbiology Framework Terms and Conditions dated 30th October 2024 .

THIS AGREEMENT is signed and dated on the date of the Authority's signature (the "**Agreement**")

BETWEEN:

- (1) The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the "**Authority**"); and
- (2) Roche Diagnostics Limited, a company registered in England with registration number 00571546, whose registered office is at Roche House, Charles Avenue, Burgess Hill, West Sussex, RH15 9RY. (the "**Supplier**"),

together the "**Parties**" and each a "**Party**"

BACKGROUND:

- A. The Authority and the Supplier are Parties to a contract: UKHSA_Scientific- Provision of Roche Cobas Consumables dated 30th October 2024 – Contract Reference: C306381 (the "**Contract**").
- B. The Parties wish to amend the Contract as set out in this Agreement.

IT IS AGREED as follows:

1 TERMS DEFINED IN THE CONTRACT

- 1.1 In this Agreement, unless stated to the contrary, terms defined in the Contract and used in this Agreement have the meanings set out in the Contract. The rules of interpretation set out in the Contract shall apply to this Agreement.

2 VARIATION

- 2.1 With effect from the date of the Authority's signature of this variation, (the "**Variation Date**") the Parties agree to amend the Contract.
- 2.2 The maximum Contract Price has been increased from £528,462.31 (five hundred and twenty-eight thousand, four hundred and sixty-two pounds and thirty-one pence) to £828,462.31 (eight hundred and twenty-eight thousand, four hundred and sixty-two pounds and thirty-one pence).
- 2.3 The below Consumables have also been added to the Contract:

Catalogue Number	Product Description	Pack Size (Kits / Units per Pack)	Framework Price per Pack
9289275190	Anti-SARS-CoV-2 S Elecsys E2G 300	300 tests per kit	████████
9203079190	Anti-SARS-CoV-2 N Elecsys E2G 300	300 tests per kit	████████

2.4 The Contract shall continue in full force and effect.

3 THIRD PARTY RIGHTS

3.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

4 GOVERNING LAW AND JURISDICTION

4.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

4.2 The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

<p>For and on behalf of the Supplier:</p> <p>Full Name: ██████████</p> <p>Job Title/Role: ██████████</p> <p>Date Signed: 19.12.2024</p>	<p>For and on behalf of the Authority:</p> <p>Full Name: ██████████</p> <p>Job Title/Role: ██████████</p> <p>Date Signed: 20.12.2024</p>
----------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------