

**Appendix 1**  
**National Microbiology Framework Agreement**  
**Order Form – Reference C221464**  
**DiaSorin Limited**

**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 10 South Colonnade, London, E14 5EA (the “Authority”)
<b>Invoice address:</b>	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 5EA Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: business operational contact, project manager</b>	Name: [REDACTED] E-mail: [REDACTED] Name: [REDACTED] E-mails: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] E-mail: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 5EA
<b>Internal reference (if applicable):</b>	C221464

**TO**

<b>Supplier:</b>	DiaSorin Limited Ashbrook House Westbrook Street, Blewbury, Didcot OX11 9QA
<b>Contract Manager:</b>	Name: [REDACTED] Email: [REDACTED] Mobile: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] E-mail: [REDACTED] Mobile: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] r Address: DiaSorin Ltd Central Road Dartford Kent, DA1 5LR

**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 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
(1.1) Commencement Date: As dated by UKHSA counter signature of this document.
(1.2) Services Commencement Date (if applicable): N/A
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The total contract value shall be one hundred and sixty-five thousand and ninety pounds zero pence (£165,090) Excl. VAT (the “Total Contract Value”).</p> <p>1.3.2 The Total Contract value comprises of the Provision of 3 Liaison XL serology platforms.</p> <p>1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier purchase order(s) which shall total the Contract Value (the “Purchase Order(s)"). The Purchase Order(s) shall be for the Goods specified in Annex 1 (the “Goods”).</p> <p>1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.</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 – Goods Information and Pricing for the price of the Goods.</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), including the provision of monthly consolidated invoices.</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 as per UKHSA counter signature date of this document (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2024 (the “Term”).</p> <p>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.</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 Goods:**

Product Code	Description	Quantity
I0050	LIAISON XL	3

**TECHNICAL SPECIFICATIONS****OVERVIEW**

*System description*  
*Throughput*  
*Time to first result*  
*Assays on board*

*Random access or batch immunoassay system*  
*Up to 180 tests per hour*  
*17 minutes - assay dependent*  
*25*

**SAMPLES AND SAMPLE HANDLING**

*Sample racks*  
*Sample capacity*  
*Walk-away time*  
*Stat handling*  
*Sample type*  
*Sample integrity control*

*6-mm to 15-mm internal diameter. Up to 100-mm height*  
*120 samples, 12-position sample racks in a 10-lane sample area*  
*Approximately 6 hours*  
*STAT may be assigned to any position in the sample area*  
*Serum / plasma / urine / CSF*  

- Pneumatic-based level sensor*
- Aspirated/dispensed volume detection and flagging*
- Clot detection and flagging*

*Absent due to the use of LIAISON® XL Disposable Tips*

*Sample carryover*

**BARCODES**

*Sample tubes (all reading types may be active simultaneously)*  
*Control sera*

*EAN / Code 128 / Code 39 / Cod-a-bar / Interleaved 2 of 5*  
*2D barcodes recognized by hand-held scanner*

**REAGENTS AND REAGENT HANDLING**

*Reagent cooling*  
*Reagent integrity control*

*13°C ± 2°C / 52°F ± 59°F*  

- Radio Frequency identification (RFID)*
- Automatic inventory tracking and updating to integral RFID tag*
- Tracking of calibration validity*
- Tracking of on-board stability*

*Reagent capacity*

*25-position cooled storage for reagent integrals + 4 position cooled storage for reagent ancillaries*

**CONSUMABLE CAPACITY**

*Cuvettes*  
*Disposable Tips*  
*DI Water*  
*Wash Buffer*  
*System cleaning solution*

*On board capacity: up to 1000*  
*On board capacity: 576*  
*10-L container + 2-L reservoir*  
*10-L container + 2-L reservoir*  
*2-L container*



**WASTE CAPACITY****Solid waste  
Liquid waste**

Up to 2500 Disposable tips and cuvettes  
A second container allows an instrument autonomy of 15 min  
2 x 10-L containers

**CONTINUOUS OPERATION****Loading/unloading of items  
during system operation**

Includes:  
Sample racks / Reagent integrals / Ancillaries / Cuvettes /  
Disposable tips / Control racks / Wash liquid / System liquid /  
Liquid waste / Solid waste / Starter reagents

**USER INTERFACE****Operating system Monitor  
GUI**

Microsoft® Windows®  
17" diagonal LCD touch sensitive screen  
• Quick access to all pages  
• Critical events and actions recorded  
• Software-guided and logged maintenance

**RESULTS MANAGEMENT****Viewing and editing**

- Results available at all times
- Sort, search, filter (display customization available)
- Possibility of evaluation, validation and release of results prior to printing or LIS reporting

Retest always available, even automated based on predefined rules  
Results can be stored manually or automatically  
Compliant with privacy / safety regulations

**Retest  
Back-up  
Privacy/safety****QUALITY CONTROL****Package**

Long-term monitoring including L-J graphs covering  
Westgard and RiliBÄK rules

**Access  
Rule definitions**

Accessible at all times  
Available to users

**ENVIRONMENTAL FEATURES****Operating temperature  
Operating humidity  
Electrical  
Dimensions (excludes monitor  
and accessories)**

15-32°C / 59°F ± 90°F  
10%-85% RH non condensing  
90-240v, 50-60 Hz  
Height: 59 in or 150 cm  
Width: 59 in or 150 cm  
Depth: 36 in or 90 cm  
LIAISON® XL 661 lbs or 300 kg (includes Monitor and Accessories)  
63.9 dBA at operator normal position

**Weight  
Noise**

2.1.1 The Authority may, but is not obliged to, order, and the Supplier shall provide, the Goods as specified above (the "**Specification**") to be delivered and used within UKHSA laboratories over the Term (the "**Goods**").

2.1.2 Subject to Clauses of this Order Form, the Authority shall be entitled to order the Goods, and the Supplier shall provide the Goods.

**Ordering Procedure:**

2.1.3 The Authority may, but shall not be obliged to, provide the Supplier with Purchase Orders for the Goods up to, but not exceeding cumulatively the Contract Price.

2.1.4 Where the Authority provides the Supplier with a purchase order then the Supplier shall use its reasonable endeavours to fulfil such order in whole.

2.1.5 The Supplier shall ensure the Goods delivered comply with the Specification and the Supplier's description of the Goods (which will contain any relevant technical information, quality standard, relevant testing and validation information and any relevant handling and storage information given).

2.1.6 The supplier warrants that any Goods that are shown to fail this Specification within the expiry date required for the goods are, at the Authority's sole discretion, either replaced or full credit given.

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

2.2.1 The supplier shall deliver the goods to the Premises and Location(s) detailed in Annex 2 – Delivery Locations and such other locations as the Authority specifies from time to time.

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.

2.2.3 All planned deliveries 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:

2.2.4 Primary delivery contacts: Business Operational Contact per below -

Name: [REDACTED]

Email [REDACTED]

Mobile: [REDACTED]

Name: [REDACTED]

[REDACTED]

Tel: [REDACTED]

2.2.5 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
- Item / pallet / carton reference for multi-pallet / carton shipments; and

2.2.6 The Delivery Contact will confirm:

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

2.2.7 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 signed the delivery note.

- The Supplier shall ensure that all Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location;
- In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number of Assays and/or Consumables to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and

inform the Authority of when such missing Goods will be delivered. The Supplier shall, using its best endeavours, deliver such missing Goods at the earliest possible time;

- The Supplier shall ensure that all Goods are labelled with the product description, part number, volume, batch number, storage requirements and barcode.
- The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

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

Name: [REDACTED]

Email: [REDACTED]

Mobile: [REDACTED]

Name: [REDACTED]

E-mail: [REDACTED]

Mobile: [REDACTED]

**(2.4) Performance standards:**

- 2.4.1 The Supplier shall ensure the Goods conform and perform to the level of the Supplier's manufactured specifications.
- 2.4.2 Performance of the delivery of the Goods shall be monitored in accordance with section 2.6 below.
- 2.4.3 Proof of delivery of the Goods are to be supplied with each quarterly consolidated invoice.

**(2.5) Quality Standards & Warranty:**

2.5.1 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, clause 3.6 of the Call-Off Terms and Conditions.

2.5.2 The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods. The Supplier shall ensure that all Goods comply with CE IVD (or any replacement organisation) and carry the CE IVD marking.

2.5.3 Equipment is inclusive of 12-months warranty for maintenance.

**(2.5.1) Return Conditions:**

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

- 2.5.5.1 The Supplier is responsible for collecting the Goods.
- 2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.
- 2.5.5.3 Return Conditions shall be in accordance with Schedule 2 - clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions



**(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:**

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:**

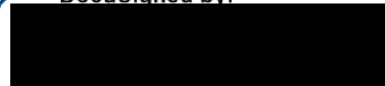
In accordance with the Data Protection Protocol.

**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:**

DocuSigned by:



DEEEE0F77EA14A2...

Full Name:



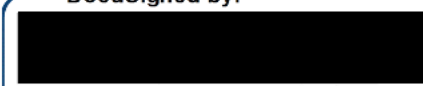
Job Title/Role:



Date Signed: 9th Nov 2023

**Signed or and on behalf of the Supplier:**

DocuSigned by:



0EEF295BC26C431...

Full Name:



Job Title/Role:



Date Signed: 09/11/23

## **Annex A**

### **Order Specific Key Provisions**

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

- 1.1. The Supplier shall deliver the Goods to the locations set out in Annex 2 of this order form.
- 1.2. Delivery time to each location is to be no longer than 6 weeks from the receipt of UKHSA Purchase Order(s).
- 1.3. The Supplier will ensure that the provision of the Goods is made in accordance with the terms of this Order Form including all Annexes, Appendices, 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 Notwithstanding submission of the Purchase Order to the Supplier, the Authority is only committed to purchasing such quantities of the Goods 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 Goods up to the full Contract Price.
- 2.4 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each quarter.
- 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 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

Description and Price of Goods

Product Code	Description		Quantity	
I0050	LIAISON XL		3	
	Handling Charge per order			

Delivery, installation and training are inclusive for two staff per analyser.

**Annex 2**  
**Delivery Locations**

Site	Address
Colindale	UK Health Security Agency 61 COLINDALE AVENUE COLINDALE LONDON, NW9 5HT,  Delivery contact: [REDACTED] [REDACTED]
Cambridge	UKHSA Cambridge Cambridge University Hospitals NHS Foundation Trust Cambridge Biomedical Campus Hills Road Cambridge CB2 0QQ  Delivery Contact – [REDACTED] [REDACTED]