

Appendix 1**National Microbiology Framework Agreement
Order Form – C323923****FROM**

Authority:	UK Health Security Agency
Invoice address:	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p>
Contract Manager:	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Secondary Contact: eg. business operational contact, project manager	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Procurement lead	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Name and address for notices:	<p>Name: [REDACTED]</p> <p>Address: UK Health Security Agency, 10 South Colonnade. London. E14 4PU.</p>
Internal reference (if applicable):	<p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: C323923</p>

TO

Supplier:	Diasorin Limited Company Number: 01993990 Registered Address: Ashbrook House, Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA
Contract Manager:	Name: <input type="text"/> Phone: <input type="text"/> E-mail: <input type="text"/>
Name and address for notices:	Name: <input type="text"/> Address: Ashbrook House, Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA

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	(only applicable if one or more boxes are checked)	
	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 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 type="checkbox"/>	
	17. Expert Determination	<input checked="" 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"/> (only applicable if this box is checked)

1. CONTRACT DETAILS
(1.1) Commencement Date: The Contract shall commence on 1 st April 2025.
(1.2) Services Commencement Date (if applicable): Not applicable.
(1.3) Contract Price ((i) breakdown and (ii) payment profile): <p>1.3.1 The maximum value of the Goods that can be ordered under this Contract is £1,650,000 (one million, six hundred and fifty thousand pounds) only (excluding VAT). (the “Contract Price”). Full details of the Contract Price are contained in Annex B- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.</p> <p>1.3.2 The Authority is not committed to ordering a specific number of each of the Goods.</p> <p>1.3.3 The Authority reserves the right to add or remove Goods to the contract, if required, so long as they are within the scope of the Contract (proprietary Goods provided only by the Supplier for use on their Roche Cobas equipment).</p> <p>1.3.4 The Authority reserves the right to increase the Contract Price.</p> <p>1.3.5 The Supplier will be allowed to increase their prices as stated in Annex B- Contract Price Breakdown on an annual basis. Price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date.</p>
(1.4) Term of Contract: <p>1.4.1 The Contract shall commence on the 1st April 2025 unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2027 (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 3 (three) months written notice.</p>
(1.5) Term extension options: <p>Not applicable.</p>

2. GOODS REQUIREMENTS**(2.1) Description of the Goods:**

The Supplier shall provide the Goods as stated in Annex B- Contract Price Breakdown.

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

The Goods shall be delivered by the Supplier in accordance with the following instructions:

- a) The Goods shall be delivered to the Authority at the address stated on the Purchase Order ("**PO**").
- b) All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the "**Secondary Contact**") at least 2 (two) Business Days prior to shipping:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

- a) Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.
- b) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.
- c) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods, has taken place.

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

N Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

The Authority reserves the right to terminate this Contract by issuing a Termination Notice to the other Party if such other Party repeatedly fails to meet the below key performance requirements:

1. Satisfactory delivery of the Goods (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.
2. Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.
3. Quality of delivery in accordance with this Contract, including Goods shipped at correct temperature to ensure integrity of goods, delivery presentation (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration this Contract's requirements) and condition of the Goods (the Goods must be in a condition that is new and ready to use).
4. Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.
5. Customer service- the supplier should respond to all queries submitted via email within 24 hours of receipt.
6. Replacement –the supplier will need to replace the goods with a like for like item within two weeks.
7. Notification of delays in supply/ manufacturing within 72 hours of becoming aware of a potential delay.

(2.5) Quality standards:

- 2.5.1 Unless expressly agreed otherwise the Supplier shall ensure that the Goods have an expiry date of at least 6 months following the date of delivery by the Supplier.
- 2.5.2 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.
- 2.5.3 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.
- 2.5.4 Notification of changes to goods (kit) specifications (including method variations and UK/CE marking status) within 72 hours of becoming aware of any changes.
- 2.5.5 Goods classified as In Vitro Diagnostic Devices under UK legislation must be registered on PARD database (<https://pard.mhra.gov.uk/>) and comply with assay performance monitoring /post market surveillance for In Vitro Diagnostic Devices.

(2.5.6) Return Conditions:

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

- 2.5.6.1 The Supplier is responsible for collecting the Goods.
- 2.5.6.2 The Supplier is responsible for the costs of returning/collecting the Goods.

- 2.5.6.3 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:

2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

(2.7) Management information and meetings:

2.7.1 Contract management meetings will be set up to monitor, but not limited to, the following:

- a Delivery of the KPIs as detailed in paragraph 2.4
- b Issues – including quality and performance
- c Invoicing
- d Any other relevant business related to the scope of the Goods

2.5.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Staff.
- 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:

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:

N/A

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5. LEASE / LICENSE (if applicable)

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

N/A

For and on behalf of the Authority:	For and on behalf of the Supplier:
<p>Full Name: [REDACTED]</p> <p>Job Title/Role: [REDACTED]</p> <p>Date Signed: 20/12/2024</p>	<p>Full Name: [REDACTED]</p> <p>Job Title/Role: [REDACTED]</p> <p>Date Signed: 09/12/2024</p>

Annex A

Order Specific Key Provisions

1. Ordering Procedure

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

1.2 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.

1.3 The Goods shall be inspected by the Authority within 5 working days of delivery. The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods, except for where the defect is the result of the Authority's act or omission.

2. Invoicing Terms

2.1. Payment terms are net 30 days from receipt of a valid invoice.

2.2. Following signature of the Contract by both Parties, each time the Authority wishes to order the Goods, it will issue a PO to the Supplier. The Supplier must be in receipt of a valid PO before processing an Order.

2.3. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.

All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.

2.4. The Supplier shall provide compliant invoices that include, 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.

2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.

Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].

2.6. 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.

Annex B- Contract Price Breakdown

Product Code	Product Description	Price per kit
310010	LIAISON BORRELIA IgM II	
310011	LIAISON Control BORRELIA IgM Quant/I	
310012	LIAISON CONTROL BORRELIA IgM LIQUOR	
310020	LIAISON Borrelia IgM Quant	
310570L	Liaison Chlamydia Trachomatis IgG	
310571	Liaison Ctrl Chlamydia Trachomatis IgG	
310580L	Liaison Chlamydia Trachomatis IgA	
310581	Liaison Ctrl Chlamydia Trachomatis IgA	
310840	LIAISON TREPONEMA SCREEN (200 T.)	
310841	LIAISON TREPONEMA SCREEN CONTROL	
310850L	LIAISON VZV IgG	
310851	LIAISON Control VzV IgG	
310860L	LIAISON VZV IgM	
310861	LIAISON Control VZV IgM	
310880	LIAISON BORRELIA IgG	
310881	LIAISON Control BORRELIA IgG	
310882	LIAISON Borrelia IgG Liquor Controls	
317030	LIAISON Mycoplasma Pneumoniae IgM	
317031	LIAISON Control Mycoplasma Pneum. IgM	
318810	LIAISON Measles IgG	
318811	Liaison Control Measles IgG	
318820	LIAISON ® Measles IgM	
318830	LIAISON ® Mumps IgM	
318840	LIAISON Mumps IgG	
318841	LIAISON Control Mumps IgG	
318831	LIAISON ® Control Mumps IgM	
318821	Liaison ® Control Measles IgM	
318850	LIAISON ® Bordetella pertussis Toxin IgG	
318860	LIAISON ® Bordetella pertussis Toxin IgA	

318980	LIAISON® H. pylori IgG	
318981	LIAISON® H. pylori IgG Control Set	
318861	LIAISON® Control Bordetella p. Toxin IgA	
318851	LIAISON® Control Bordetella p. Toxin IgG	
310130	LIAISON Anti-HBc (100 test)	
310131	LIAISON Control anti-HBc (15T)	
310140	LIAISON HBc IgM (50 test)	
310141	LIAISON Control HBc IgM (21T)	
310150	LIAISON HBeAg (100 test)	
310151	LIAISON Control HBeAg (40T)	
310160	LIAISON Anti-HBe (100 test)	
310161	LIAISON Control anti-HBe (40T)	
310170	LIAISON Anti-HAV (100 test)	
310171	LIAISON Control anti-HAV (40T)	
310180	LIAISON HAV IgM (100 test)	
310181	LIAISON Control HAV IgM (40T)	
310250	LIAISON XL Murex HBsAg Quant	
310251	LIAISON XL Murex CONTROL HBsAg Quant	
310252	LIAISON® XL Murex HBsAg Quant Sample D.	
311220	LIAISON XL MUREX Anti-HBs	
311221	LIAISON XL MUREX Control Anti-HBs	
311260	Liaison XL murex Anti-HDV	
311261	Liaison XL Murex control Anti-HDV	
310260	Liaison XL Murex HIV Ab/Ag	
310261	LIAISON XL Murex CONTROL HIV Ab/Ag	
310290	Liaison XL Murex HIV Ab/Ag HT	
310291	LIAISON® XL murex Control HIV Ab/Ag HT	
310240	LIAISON XL Murex HCV Ab	
310241	LIAISON XL Murex CONTROL HCV Ab	
310270	LIAISON® XL Murex rec HTLV-I/II	
310271	Liaison® XL murex Control recHTLV-I/II	
310710	LIAISON TOXO IgM (100 test)	
310711	LIAISON Control TOXO IgM	
310730	LIAISON Rubella IgM (100 test)	
310731	LIAISON Control Rubella IgM (40T)	
310745	Liaison CMV IgG II	
310746	Liaison Control CMV IgG II	
310755	Liaison CMV IgM II	

310756	Liaison Control CMV IgM II	
310765	LIAISON CMV IgG Avidity II	
310766	LIAISON Control CMV IgG Avidity II	
310780	LIAISON TOXO IgG II (100 test)	
310781	LIAISON Control TOXO IgG II	
310795	LIAISON XL Toxo IgG Avidity	
310796	LIAISON XL Control Toxo IgG Avidity	
310800	LIAISON HSV-1/2 IgG	
310801	LIAISON Control HSV-1/2 IgG	
310810	LIAISON HSV-2 IgG	
310811	LIAISON Control HSV-2 IgG	
310820	LIAISON HSV-1/2 IgM	
310821	LIAISON Control HSV-1/2 IgM	
310830	LIAISON HSV-1 Type Specific IgG	
310831	LIAISON HSV-1 Control Set	
317260	LIAISON Rubella IgG II	
317261	LIAISON Control Rubella IgG II	
310500	LIAISON EBV IgM (100 test)	
310501	LIAISON Control EBV IgM	
310510	LIAISON VCA IgG (100 test)	
310511	LIAISON Control VCA IgG	
310520	LIAISON EBNA IgG (100 test)	
310521	LIAISON Control EBNA IgG	
317000	LIAISON Biotrin Parvovirus B19 IgG	
317001	LIAISON Biotrin Control Parv. B19 IgG	
317010	LIAISON Biotrin Parvovirus B19 IgM	
317011	LIAISON Biotrin Control Parv. B19 IgM	
318200	LIAISON Meridian H. pylori SA	
318201	LIAISON Meridian H. pylori SA CTRL Set	
318900	LIAISON C.Difficile Toxins A & B	
318901	LIAISON C.Difficile Toxins A&B Ctrl Set	
318910	LIAISON C.Difficile GDH Assay	
318911	LIAISON C.Difficile GDH Control Set	
318940	LIAISON Rotavirus	
318941	LIAISON Rotavirus control set	
318950	LIAISON Adenovirus	
318951	LIAISON ADENOVIRUS CONTROL SET	
I0050	LIAISON XL	
I0050LAS	LIAISON XL LAS	
X0015 E	LIAISON XL DiTi (6912 Disposable Tips)	
X0016 E	LIAISON XL Cuvettes (7200 Cuvette)	

X0025	SOLID WASTE BAG (QTY 50)	
319200	LIAISON XL-Starter Kit	
310995	Liaison XL Cleaning Tool	
319100	LIAISON Wash/System Liquid	
X0022	LIQUI-NOX	
311540	LIAISON Biotrin Parvo B19 IgG Plus (100T)	
311541	LIAISON Biotrin Ctrl B19 IgG Plus	
311560	LIAISON Biotrin Parvo B19 IgM Plus	
311561	LIAISON Biotrin Ctrl B19 IgM Plus	
311600	LIAISON Legionella Urinary Ag	
311601	LIAISON Control Legionella UR	
311850	LIAISON VZV IgG HT	
311851	LIAISON Control VZV IgG HT	
310590	LIAISON S. pneumoniae Ag assay	
310591	LIAISON Control S. pneumoniae Ag(310591)	
311270	LIAISON Murex Anti-HEV IgG	
311271	LIAISON Murex Ctrl Anti-HEV IgG	
311280	LIAISON Murex Anti-HEV IgM	
311281	LIAISON Murex Ctrl Anti-HEV IgM	