

**Appendix 1****National Microbiology Framework Agreement  
Order Form****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 4PU (the "Authority")
<b>Invoice address:</b>	Post: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: 10 South Colonnade, London E14 4PU
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: C389363

**TO**

<b>Supplier:</b>	DiaSorin Limited Ashbrook House Westbrook Street, Blewbury, Didcot OX11 9QA
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

<b>Account Manager:</b>	Name:  Phone:  E-mail: 
<b>Name and address for notices:</b>	Name: Diasorin UK Ltd Address: Central Road, Dartford, Kent DA1 5LR

**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  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)
	1. TUPE applies at the commencement of the provision of Services <input type="checkbox"/>	

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	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 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)



<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date:</b> As per dated by UKHSA counter signature of this document.
<b>(1.2) Services Commencement Date (if applicable):</b> N/A
<p><b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>1.3.1 The total contract value shall be two hundred and thirty-four thousand pounds zero pence (£234,000) (Excl. VAT) (the <b>"Total Contract Value"</b>).</p> <p>1.3.2 The Total Contract value comprises of the Provision of plate-base ELISA kits for Diagnostic and surveillance activities.</p> <p>1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier purchase orders for the goods totalling no more than the Total Contract Value (the <b>"Purchase Order"</b>). The Purchase Order shall be for the Goods specified in Annex 1 (the <b>"Goods"</b>).</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><b>(1.4) Term of Contract:</b></p> <p>1.4.1 This Contract shall be deemed to have commenced as per dated UKHSA counter signature date of this document (the <b>"Commencement Date"</b>) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 30 September 2027 (the <b>"Term"</b>).</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><b>(1.5) Term extension options:</b></p> <p>N/A</p>
<b>2. GOODS AND/OR SERVICES REQUIREMENTS</b>
<b>(2.1) Description of the Goods / Services:</b>

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

Item description	Item code	Unit price	Estimated quantity/yea	Budget code
HIV 2.2 Blot (36 tests)	8E02-01			EUP1 (CSU)
HTLV 2.4 Blot (36 tests)	2F03-02			EUP1 (CSU)
HBSAG V3 confirmatory (50 tests)	2G27-01			EUP1 (CSU)
Murex HBSAG V3 (480 tests)	9F80-05			EUP1 (CSU)
Murex HIV AGAB Comb (480 tests)	7G79-11			EUP1 (CSU)
Murex anti-HBC total (96 tests)	8G21-01			EVM4 (BBVU)
IFA Human Herpesvirus8 IgG assay	I-HV804G			EVM4 (BBVU)

A standard handling charge of [REDACTED] will be applied to all orders and the minimum value accepted per order is [REDACTED].

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 call off orders for the Goods up to, but not exceeding cumulatively the Contract Price.

2.1.4 Where the Authority provides the Supplier with a call off order then the Supplier shall use its reasonable endeavours to fulfil such call off 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).

#### (2.2) Premises and Location(s) at which the Goods / Services 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

[REDACTED]  
United Kingdom

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;

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 Goods / Services:**

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [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:**

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 The Supplier warrants the Goods shall be fit for purpose and shall conform to the Specification for not less than six (6) months commencing from the date of delivery in accordance with Clause 10 of the Call-Off Terms and Conditions.

2.5.3 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.

2.5.4 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.

**(2.5.5) 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:**

2.6.1 The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall meet Monthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

**(2.7) Management information and meetings:**

2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management 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).

2.7.2 On a quarterly basis the Supplier will provide an MI report that includes:

2.7.2.1 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with Clause 2 of this Order Form;

2.7.2.2 Quality of delivery in accordance with this Contract, including 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).

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

2.7.2.3 Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of this Contract)

The Contract Managers shall meet no less than quarterly to discuss the operation of this Contract (unless otherwise requested by the Authority).

### 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

For and on behalf of the Authority	For and on behalf of the Supplier
<p>DocuSigned by:</p>  <p>Date Signed: 8th Oct 2025</p>	<p>DocuSigned by:</p>  <p>Date Signed: 08/10/2025</p>



## **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 and such other locations as the Authority specifies from time to time.

1.2. 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 Services 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 (to be confirmed at first Supplier meeting) 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**

Item description	Item code	Unit price	Estimated quantity/year
HIV 2.2 Blot (36 tests)	8E02-01		
HTLV 2.4 Blot (36 tests)	2F03-02		
HBSAG V3 confirmatory (50 tests)	2G27-01		
Murex HBSAG V3 (480 tests)	9F80-05		
Murex HIV AGAB Comb (480 tests)	7G79-11		
Murex anti-HBC total (96 tests)	8G21-01		
IFA Human Herpesvirus8 IgG assay	I-HV804G		

A standard handling charge of [REDACTED] plus VAT will be applied to all orders and the minimum value accepted per order is £ [REDACTED]

As per framework terms Framework prices may increase on 1 August 2022 (the "First Pricing Adjustment Date") and on each subsequent anniversary of the First Pricing Anniversary Date (together, the "Pricing Adjustment Dates").

- Requests for framework price increases shall be submitted no more than once each year and no later than three (3) months prior to the relevant Pricing Adjustment Date.
- Any framework supplier requesting a framework price increase must provide a full justification for such increase.
- Proposed framework price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date. (These relevant indices can be found on <https://www.ons.gov.uk/economy/inflationandpriceindices/datasets/consumerpriceindices> )
- In exceptional circumstances (and in its sole discretion) the Authority reserves the right to consider another index in place of the CPI.

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

Site	Address	Delivery Contact
Colindale	