

**National Microbiology Framework Agreement  
Order Form  
Reference C261962  
Qiagen Ltd**

**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 <b>"Authority"</b> ).
<b>Invoice address:</b>	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: Business Owner</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email: [REDACTED]  Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	SCI0472

**TO:**

<b>Supplier:</b>	Qiagen Ltd, Citylabs 2.0, Hathersage Road, Manchester, M13 0BH (the <b>"Supplier"</b> )
<b>Contract Manager:</b>	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

<b>Secondary Contact:</b>	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
<b>Account Manager:</b>	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
<b>Name and address for notices:</b>	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	<b>Call-off Terms and Conditions for the Supply of Goods and the Provision of Services</b>	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" 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>	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p>	(only applicable if one or more boxes are 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 checked="" 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"/>	
	24. 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:**

The date this order form is signed by both Parties (the Authority and the Supplier).

**(1.2) Services Commencement Date (if applicable):**

The date this order form is signed by both Parties (the Authority and the Supplier).

**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1 The maximum value of the Services that can be ordered under this Contract shall be Five Hundred forty-eight thousand, eight hundred and seventy-nine pounds, ninety pence (£548,879.90) (Excl. VAT) (the **"Total Contract Value"**). This contract covers the period from date of UKHSA signature to 31<sup>st</sup> March 2025.

1.3.2 The Total Contract Value is the maximum value of goods and services which can be ordered under this Contract. This comprises of the servicing and maintenance for Qiagen equipment located UKHSA wide.

1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).

1.3.5 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

1.3.6 Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):

**Table 1 – Contract Price Breakdown (ex VAT)**

Price and quote include:

- 2024 cover at varying service levels for all included instruments.
- Service Coverage is for the period April 1st 2024 – March 31st 2025

Quote Line Item Number	Quantity	Catalog #	Product
07857866	1	9244712	Special Service Price Unit
07857867	1	9244712	Special Service Price Unit
07857868	1	9244712	Special Service Price Unit
07857869	1	9244712	Special Service Price Unit
07857870	1	9244712	Special Service Price Unit
07857871	1	9244712	Special Service Price Unit
07857872	1	9244712	Special Service Price Unit
07857873	1	9244712	Special Service Price Unit

**Included One Time Service Products:****Quote Line Item Number 07857866: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Birmingham

This product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025

**Quote Line Item Number 07857867: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Bristol

This product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025

**Quote Line Item Number 07857868: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Cambridge

This product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025

**Quote Line Item Number 07857869: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Centre for Emergency Preparedness and Response

This product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025

**Quote Line Item Number 07857870: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Reference Service Lab

This product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025

**Quote Line Item Number 07857871: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Manchester

This product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025



**Quote Line Item Number 07857872: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Radiation Protection

This is product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025**Quote Line Item Number 07857873: Special Service Price Unit**

Cat No.	Payment	Unit Price [GBP]	Total Price [GBP]
9244712	After service delivery		

**Description:**

UKHSA Leeds

This is product is used to enable flexible quotations where there is no "ready-to-use" service product with a fixed list price is available.

**Validity:** 01/04/2024 - 31/03/2025**(1.4) Term of Contract:**

1.4.1 This Contract shall be deemed to have commenced on date of UKHSA signature (the "**Commencement Date**") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2025 (the "**Term**").

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 no less than 3 (three) months written notice.

**(1.5) Term extension options:**

1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, (the "**Extension Period**"), in accordance with Clause 15.2 of the Call Off Terms and Conditions.

1.5.2 The Authority may request a quote for the Extension Period as early as 31<sup>st</sup> January 2025.

**2. GOODS AND SERVICES REQUIREMENTS****(2.1) Description of the Goods and Services:**

2.1.1 This Contract covers the servicing and maintenance of the Qiagen equipment assets located at UKHSA Sites detailed in Table 2 below.

**Table 2 – List of sites, equipment, serial numbers and costs**

Organization Name	Physical City	Physical Zip	Instrument Group	Serial Number	Cost Per Asset
UKHSA Birmingham	BIRMINGHAM	B9 5SS	QIAgility	5796	
UKHSA Birmingham	BIRMINGHAM	B9 5SS	QIAgility	3740	
UKHSA Birmingham	BIRMINGHAM	B9 5SS	QS SP	7168	
UKHSA Bristol	BRISTOL	BS10 5NB	PyroMark	1918	
UKHSA Bristol	BRISTOL	BS10 5NB	QS SP	37156	

UKHSA Bristol	BRISTOL	BS10 5NB	QS AS	<b>8919</b>
UKHSA Bristol	BRISTOL	BS10 5NB	NeuMoDx	<b>96000011</b>
UKHSA Bristol	BRISTOL	BS10 5NB	NeuMoDx	<b>23000037</b>
UKHSA Bristol	BRISTOL	BS10 5NB	NeuMoDx	<b>23000117</b>
Pathology & microbiology	BRISTOL	BS10 5NB	QS AS	<b>9133</b>
Pathology & microbiology	BRISTOL	BS10 5NB	QS SP	<b>37097</b>
Pathology & microbiology	BRISTOL	BS10 5NB	QIAgility	<b>37340</b>
Pathology & microbiology	BRISTOL	BS10 5NB	QIAgility	<b>37094</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QS SP	<b>35491</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QS AS	<b>8995</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	QIAxcel Adv	<b>32316</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	RGQ	<b>R0618321</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	EZ1	<b>L146A1276</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QIAgility	<b>Q070930</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QIAgility	<b>Q030918</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QIAgility	<b>Q070927</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QIAgility	<b>Q070928</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QIAgility	<b>Q070932</b>
UKHSA Cambridge	CAMBRIDGE	SP4 0JG	QIAgility	<b>20493</b>
UKHSA Cambridge	CAMBRIDGE	SP4 0JG	QIAgility	<b>20570</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QS AS	<b>8102</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QS AS	<b>8444</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QS SP	<b>14605</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	QS SP	<b>7233</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	RGQ	<b>R0113104</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	RGQ	<b>R1011150</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	RGQ	<b>R0915305</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	RGQ	<b>R1015309</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R1011153</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R1011155</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R1011134</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R1011148</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R1011154</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R0920348</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R0920338</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R0920330</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R0118310</b>
UKHSA Cambridge	CAMBRIDGE	CB2 0QW	RGQ	<b>R0118312</b>
UKHSA Cambridge	CAMBRIDGE	CB2 2QW	RGQ	<b>R1018117</b>
UKHSA Centre for Emergency Preparedness and Response - Porton Down	SALISBURY	SP4 0JG	QIAgility	<b>Q030909</b>
UKHSA Centre for Emergency Preparedness	SALISBURY	SP4 0JG	QIAgility	<b>4691</b>



and Response - Porton Down					
UKHSA Centre for Emergency Preparedness and Response - Porton Down	SALISBURY	SP4 0JG	QIAgility	<b>4690</b>	
UKHSA Centre for Emergency Preparedness and Response - Porton Down	SALISBURY	SP4 0JG	QIAgility	<b>20494</b>	
UKHSA Centre for Emergency Preparedness and Response - Porton Down	SALISBURY	SP4 0JG	QIAgility	<b>26601</b>	
UKHSA Centre for Emergency Preparedness and Response - Porton Down	SALISBURY	SP4 0JG	QIAgility	<b>25386</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0118311</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0118313</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0118314</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R1121110</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R1121127</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	QIAcube HT	<b>37946</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0312214</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0312215</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>14922</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	NeuMoDx	<b>96000050</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	QIAgility	<b>Q030940</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	QIAxcel	<b>5123</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	QIAxcel Adv	<b>31686</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>34120</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0510217</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0114122</b>	
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0611159</b>	

UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R1214123</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R1116381</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R1116386</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0312212</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0312213</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0716333</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>11938</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>35463</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>14420</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>35931</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	QS SP	<b>37111</b>
UKHSA Reference Service Lab	LONDON	NW9 5HT	RGQ	<b>R0713308</b>
UKHSA Manchester	Manchester	M13 9WL	BioRobot	<b>14531</b>
UKHSA Manchester	Manchester	M13 9WL	BioRobot	<b>7110</b>
UKHSA Manchester	Manchester	M13 9WL	BioRobot	<b>7472</b>
UKHSA Manchester	Manchester	M13 9WL	QIAgility	<b>7415</b>
UKHSA Manchester	Manchester	M13 9WL	QIAgility	<b>7992</b>
UKHSA Manchester	Manchester	M13 9WL	QS SP	<b>7103</b>
UKHSA Radiation Protection	Didcot	OX11 0RQ	PyroMark	<b>Q1612007</b>
UKHSA Radiation Protection	Didcot	OX11 0RQ	QIAcube	<b>5563</b>
UKHSA Radiation Protection	Didcot	OX11 0RQ	QIAgility	<b>Q090920</b>
UKHSA Radiation Protection	Didcot	OX11 0RQ	RGQ	<b>R0710173</b>
UKHSA Radiation Protection	Didcot	OX11 0RQ	RGQ	<b>R0811124</b>
UKHSA Leeds	LEEDS	LS1 3EX	QIAcube HT	<b>3588</b>
UKHSA Leeds	LEEDS	LS1 3EX	QIAgility	<b>7313</b>
UKHSA Leeds	LEEDS	LS1 3EX	QIAgility	<b>Q070903</b>

2.1.2 The Supplier shall provide the required preventative maintenance services in accordance with the following specifications (the “**Specifications**”) as set out by the manufacturer:

**Full-Service cover**

Included in one year of service per instrument		Preventive Subscription	Basic Service	Full Service	Premium Service
Repair visits (labor, travel)		10% discount	✓	✓	✓
Repair parts coverage		10% discount	✓	✓	✓
Preventive Maintenance/ Inspection service		✓	✓	✓	✓
Software updates		✓	✓	✓	✓
Technical phone support	Standard hours	✓	✓	✓	✓
	Special hotline	–	–	–	✓
Response time		–	5 business days	2 business days	Next business day
Loaner equipment		–	–	✓*	✓*

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

The Supplier shall perform the Services to the Laboratories as detailed below:

UKHSA Birmingham	UKHSA Birmingham Pathology Heartlands Hospital Bordesley Green East Bordesley Green Birmingham B9 5SS
UKHSA Bristol	UKHSA Pathology Building (Phase 2) Southmead Hospital Bristol BS10 5NB
UKHSA Cambridge	UKHSA Cambridge Box 236 Cambridge University Hospital NHS Foundation Trust Cambridge Biomedical Campus Hills Road Cambridge CB2 0QQ
UKHSA Centre for Emergency Preparedness and Response – Porton Down	Manor Farm Road Porton Down Salisbury SP4 0JG
UKHSA Centre for Infection – Colindale	UKHSA 61 Colindale Avenue London NW9 5EQ
UKHSA Manchester	UKHSA Manchester Medical Microbiology Partnership Clinical Sciences Buildings

	Manchester University NHS Foundation Trust Oxford Road, Manchester, M13 9WL
UKHSA Radiation Protection - Didcot	UKHSA Harwell Campus Didcot Oxford OX11 0RQ
UKHSA Leeds	UKHSA Microbiology Leeds General Infirmary Old Medical School Thoresby Place Leeds LS1 3EX

2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary contact stated below at least 2 (two) Business Days prior to the Services being performed on the Instrument at the relevant Premises and Location:

Primary contacts: [REDACTED]

E-mail: [REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contact:

- Supplier name;
- Authority's purchase order (PO) number;
- Item reference, description and quantity;
- Any special instructions originally entered for Authority's Order (e.g. project)

2.2.4 The Primary Contact will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address where the Services shall be performed.

2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.6 Delivery of the 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 agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.

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

[REDACTED]

[REDACTED]

[REDACTED]

**(2.4) Performance standards:**

- The Supplier shall perform the Services in accordance with good industry standards and practices.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods to be supplied with invoice.

**(2.5) Quality standards:**

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager (or their delegate) and Key Personnel of the Supplier may 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).

Performance and key performance indicators to be reported by the Supplier including:

- List of current equipment (the "Asset Register");
- Schedule of the equipment for Planned Maintenance in the forthcoming month;
- Schedule of the completed equipment Planned Maintenance;
- Number of service call outs received with reference to associated equipment serial number;
- Equipment performance reviewed including levels of equipment break down;
- Review of time to fix rate resolution
- Details of callouts by location, including root cause analysis; and repairs carried out at each site.

**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 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:**

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:**

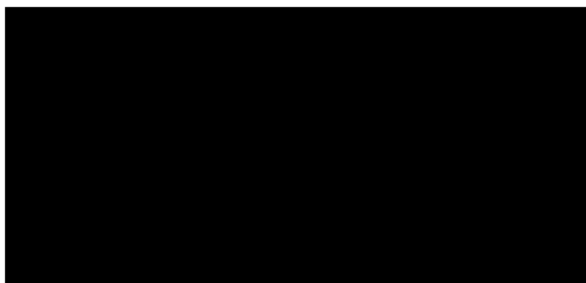
In accordance with the Data Protection Protocol.

**5. LEASE / LICENSE (if applicable)**

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

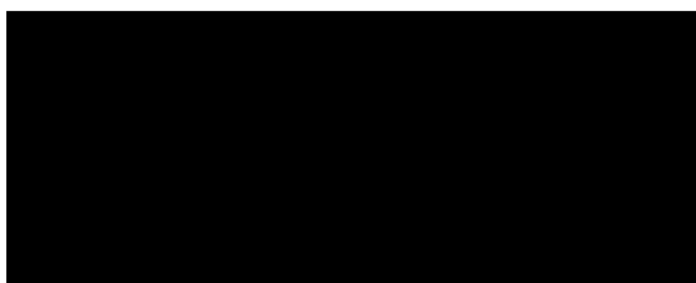
N/A

Signature for and on behalf of the Supplier:



Date Signed: April 23, 2024

Signature for and on behalf of the Authority:



Date Signed: 23/04/24



## **Annex A**

### **Order Specific Key Provisions**

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

- 1.1. The Supplier shall perform the Services at the Premises and location(s) set out in Section 2.2 of this order form.
- 1.2. The Supplier will ensure that the provisions of services are made in accordance with the terms of this Order Form including Annex A and the Call-Off Terms and Conditions.

#### **2. Invoicing Process:**

- 2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send 1 (one) unique purchase order ("PO") number for each location listed in this contract. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed) before being submitted for payment.
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 The Supplier shall provide compliant invoices that include 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.
- 2.7 In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Location.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED].