

Appendix 1
PHE Public Health Microbiology Framework Agreement
Order Form

(in accordance with NHS Framework Agreement for the Supply of Goods (August 2014) – Appendix A – Call-off Terms and Conditions for the Supply of Goods / Services)

FROM

Participating Authority:	Public Health England (PHE) an executive agency of the Department of Health and Social Care.
Service address:	As per PHE official purchase order(s)
Invoice address:	PHE Accounts Payable Team Financial Accounting Services PHE Porton Down, Manor Farm Road Salisbury, Wiltshire SP4 0JG United Kingdom Email: [REDACTED]
PHE Procurement Lead:	[REDACTED] [REDACTED] [REDACTED]
PHE Project Manager for Implementation Phase:	[REDACTED] [REDACTED] [REDACTED]t
PHE Supplier Relationship Manager (SRM):	[REDACTED] [REDACTED] [REDACTED]
PHE Internal Reference (if applicable)	To be quoted on all correspondence relating to this Order Form: Supply of LIAISON SARS-CoV-2 S1/S2 IgG antibody serology test to PHE.

TO

Supplier Details:	DiaSorin Ltd. Ashbrook House Westbrook Street, Blewbury, Didcot OX11 9QA
Supplier Contact Details:	[REDACTED] [REDACTED]

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1. CONTRACT DETAILS

(1.1) Contract Purpose: Pursuant to this Contract, the Supplier shall supply the Goods identified in Annex 1 to the Authority.

(1.2) Contract Start Date: (being the effective date from which this Contract commences as opposed to the date on which this Contract shall have been made. The date this Contract shall have been made is the date that the last party to sign shall have signed it, as set out in the signature block below): **26 June 2020**

(1.3) Contract Value (and breakdown if applicable):

Initial Term (as defined in section 1.5 of this Order Form below)

As set out in the table at Annex 1, subject to any increased requirement as provided for in section 1.6 of this Order Form below, the value of which is to be calculated at the price per test as also set out in the table at Annex 1.

Any Extension Term (as defined in section 1.5 of this Order Form below)

The volume of Goods to be supplied in any Extension Term is to be agreed and subject to any increased requirement as provided for in section 1.6 of this Order Form below. The price per test in Annex 1 shall apply to any Extension Term.

(1.4) Contract End Date: A period of 6 months from the Contract Start Date subject to any permitted extension as set out at section 1.5 of this Order Form below.

(1.5) Contract Extension Options: The Contract shall be for a period of 6 months from the Contract Start Date ("Initial Term"), with an option to extend for an additional period of up to 6 months ("Extension Term").

Prior to the end of the Initial Term, the Authority will give a minimum of 30 calendar days' notice in writing on whether this Contract will come to an end or be extended, and if extended, the length of the Extension Term.

(1.6) Deliverables – Goods: Pursuant to this Contract, the Supplier shall deliver the Goods identified in Annex 1 subject to the following allocation process (which may be modified by joint written agreement of the Parties at any point during the Initial Term and any Extension Term):

- (a) In this section 1.6 of the Order Form, "Period" shall mean any period defined in column 2 of the table at Annex 1 or any period defined in column 2 of an equivalent table agreed between the Parties in respect of any Extension Term.
- (b) The table at Annex 1 sets out the total minimum volume of tests which the Authority has committed to purchase from the Supplier over the Initial Term. The table at Annex 1 also sets out the indicative volume of tests by Period – being the Authority's forecast of the rate at which it anticipates purchasing the total minimum volume of tests. Prior to the commencement of any Extension Term, the Parties shall agree an equivalent table for the Extension Term.
- (c) Without prejudice to the Supplier's obligations under the Contract, the Supplier acknowledges and agrees that nothing in this Contract shall require the Authority, in the event that the Supplier fails to supply sufficient tests to meet the volume of tests which the Authority has committed to purchase within a particular Period, to receive the balance in a subsequent Period, unless the Authority gives prior written confirmation that it wishes to receive such balance.
- (d) Not less than 7 days prior to the commencement of each Period, the Supplier shall provide the Authority with a forecast for that Period showing the total number of tests available for the Authority to purchase in that Period (such forecast being for volumes not less than the indicative volume of tests set out in Annex 1 for the relevant Period plus ten per cent).
- (e) Where the Authority determines that it has an increased requirement (i.e. beyond the minimum volume of tests it has committed to purchase over the Initial Term), it shall give the Supplier 14 days' notice of this increased requirement and agree an amendment to the indicative volume of tests set out in Annex 1.
- (f) Any notice of increased requirement must be provided to the Supplier as part of the allocation information provided by the Authority to the Supplier under subsection (h) below.
- (g) The Parties acknowledge and agree that any increased requirement of the Authority for tests in any Period over the ten per cent referred to at subsection (d) above will be subject to the agreement of both the Authority and the Supplier.
- (h) By no later than midday each Wednesday during the Initial Term and any Extension Term, the Authority shall provide the Supplier with a written instruction of the number of tests to be allocated to the required delivery locations listed within Annex 2 (as may be amended from time to time pursuant to section 3.3 of this Order Form below) in the following six days (Wednesday to Tuesday being the "Allocation Week"), together with appropriate reference number(s). For the avoidance of doubt, the number of tests to be allocated each Allocation Week may vary such that in some Allocation Weeks the volume may be greater or less than in other Allocation Weeks. All instructions in respect of allocations should be sent by email addressed to [REDACTED]
- (i) For the avoidance of doubt, where in respect of any Period the Authority has purchased a lower volume of tests than the indicative volume for that Period (as set out in Annex 1) the difference between the volume purchased and the indicative volume will be carried forward for purchase at a later point within the Initial Term so that by the end of the Initial Term the Authority will, subject to any deduction under the mechanism in subsection c above, be obliged to have purchased the total minimum volume of tests it committed to purchase during the Initial Term. During any Extension Term, the references to Initial Term within this subsection shall be replaced by references to "Extension Term."

- (j) Following receipt of the Authority's written instruction pursuant to subsection (h) above each Allocation Week, the Supplier shall liaise with the Incident Management Lead for each relevant delivery location and by no later than midday each Thursday, agree with the Incident Management Lead the timing of delivery for that Allocation Week (which shall not be later than Tuesday of the Allocation Week).
- (k) The Supplier agrees that any Goods supplied under this Contract shall have a use-by date of not earlier than five months after the date of delivery.

(1.7) Instruments. For purposes of this Contract, the Authority agrees that it shall use the existing installed instruments ("the Instruments") at sites within each of the networks including the Devolved Authorities and Crown Dependencies identified in Annex 2.

(1.8) Deliverables – Instrument Support: Not used

(1.9) Contract Price:

The Authority shall pay to the Supplier the Contract Price as identified in Annex 1.

1.10 Payments: Within five Working Days of the date this Contract was made, the Authority will issue to the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

The unique PO Number will cover all the separate orders for Goods made under this Contract. However, for each separate order, the Authority will create a unique order reference number. That unique order reference number will be within the Authority's written instructions under section 1.6(h) of this Order Form above. Each unique order reference number will cover all of the delivery locations to which Goods are to be delivered under that Allocation Week.

The Supplier acknowledges that to avoid delay in payment it is important that any invoice is compliant and that it includes a valid PO Number, order reference numbers and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager)

If the Supplier has queries regarding an outstanding payment, it should contact the PHE Accounts Payable Section (01980 619 986; [REDACTED] between 9am and 5pm Monday to Friday.

2. ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:

Exceptional circumstances as a result of the Covid-19 pandemic

2.1 Without prejudice to the Parties' obligations under the Contract (including but not limited to the Supplier's obligations under the Contract to supply the Goods, including as set out within the Order Form) the Parties recognise that the circumstances created as a result of the COVID-19 pandemic are exceptional and fast-moving. As a consequence, the Parties agree that they will act reasonably and in good faith together to seek to resolve any difficulties or challenges which may impact upon the manufacture and supply of Goods and in relation to the wider COVID-19 issues so as to ensure that public health is protected and preserved.

2.2 In this context:

2.2.1 the Supplier recognises that there may be a shortage of supply of Component Parts and accordingly, the Supplier shall take all reasonable steps to safeguard and protect all stocks of Component Parts held by it and its Group from time to time which may be required to manufacture the Goods;

2.2.2 the Supplier agrees to provide the Authority sufficient visibility of the Supplier's manufacturing processes and timelines for the manufacture and supply of Goods, in the form of its four week forecast, if so requested, to allow the Authority to plan;

2.2.3 the Supplier shall notify the Authority promptly of any exceptional events or circumstances which may impact upon the Supplier's ability to manufacture and supply Goods in accordance with this Contract and the Authority's requirements

(2.2) Variations to Call-off Terms and Conditions for the Supply of Goods:

The Parties have agreed to certain amendments to the Call-Off Terms and Conditions for the Supply of Goods, as set out in Annex 3 to this Order Form.

Variations to Call-off Terms and Conditions for the Supply of Services: n/a

3. GOODS AND/OR SERVICES REQUIREMENTS

(3.1) Key personnel of the Supplier to be involved in the Services and deliverables:

[Redacted]
[Redacted]
[Redacted] 69

If not available

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement.

(3.2) Specification/Quality/Performance standards:

According (as a minimum) to the published product specifications for LIAISON SARS-CoV-2 S1/S2 IgG at Annex 4 with the expectation of continued improvement in performance during the term of the Contract. For the purposes of this provision, "continued improvement" includes on-board stability, calibration performance, lot to lot variation or specific assay performance;

According with the findings of the published **Evaluation of DiaSorin LIAISON SARS-CoV-2 S1/S2 IgG serology assay for the detection of anti-SARS-CoV-2 antibodies** at Annex 5 and CE Regulatory Certifications.

Once an established External Quality Assurance performance is live, the Goods supplied should meet national External Quality Assurance performance criteria and any nationally derived standard material in-line with Supplier-declared manufacturer performance.

(3.3) Location(s) at which the Goods are to be delivered:

See Annex 2. Annex 2 may be amended from time to time during the Initial Term and any Extended Term to include any delivery locations within the networks, Devolved Authorities and the Crown Dependencies as requested by the Authority and agreed between the Authority and the Supplier. Such agreement is not to be unreasonably withheld or delayed.

(3.4) not used

(3.5) Contract monitoring arrangements:

As agreed by both parties in line with Schedule 8: Supplier Relationship Management of the Framework Agreement.

(3.6) Management Information and meetings:

As agreed by both parties in line with Schedule 8: SRM of the Framework Agreement.

(3.7) Notices

For the purposes of this Contract, any contractual notice to be served, shall be sent to the persons named in this Order Form

4. CONFIDENTIAL INFORMATION (if applicable)

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

All information regarding pricing and charges (Section 1.9 above) and existing installed base (Annex 2) shall be considered Confidential.

For the avoidance of doubt, this restriction shall not prevent the Authority from complying with its obligations by notifying under Contracts Finder or complying with its reporting obligations under regulation 84 of the Public Contracts Regulations 2015.

(4.2) Duration that the information shall be deemed Confidential Information:

Duration of the Contract plus ten (10) years from termination of the Contract.

[Redacted Signature]

For and on behalf of the Authority

Name: [Redacted]

Job Title: [Redacted]

Date: 29 June 2020

Signature [Redacted Signature]

For and on behalf of the Supplier

Name: [Redacted]

Job Title: [Redacted]

Date: 26/06/2020

Annex 1

Goods

Product code	Product description
311450	LIAISON SARS-CoV-2 S1/S2 IgG
311451	LIAISON SARS-CoV-2 S1/S2 IgG Control

Table: Total minimum volume of tests over the Initial Term and indicative volume of tests by Period

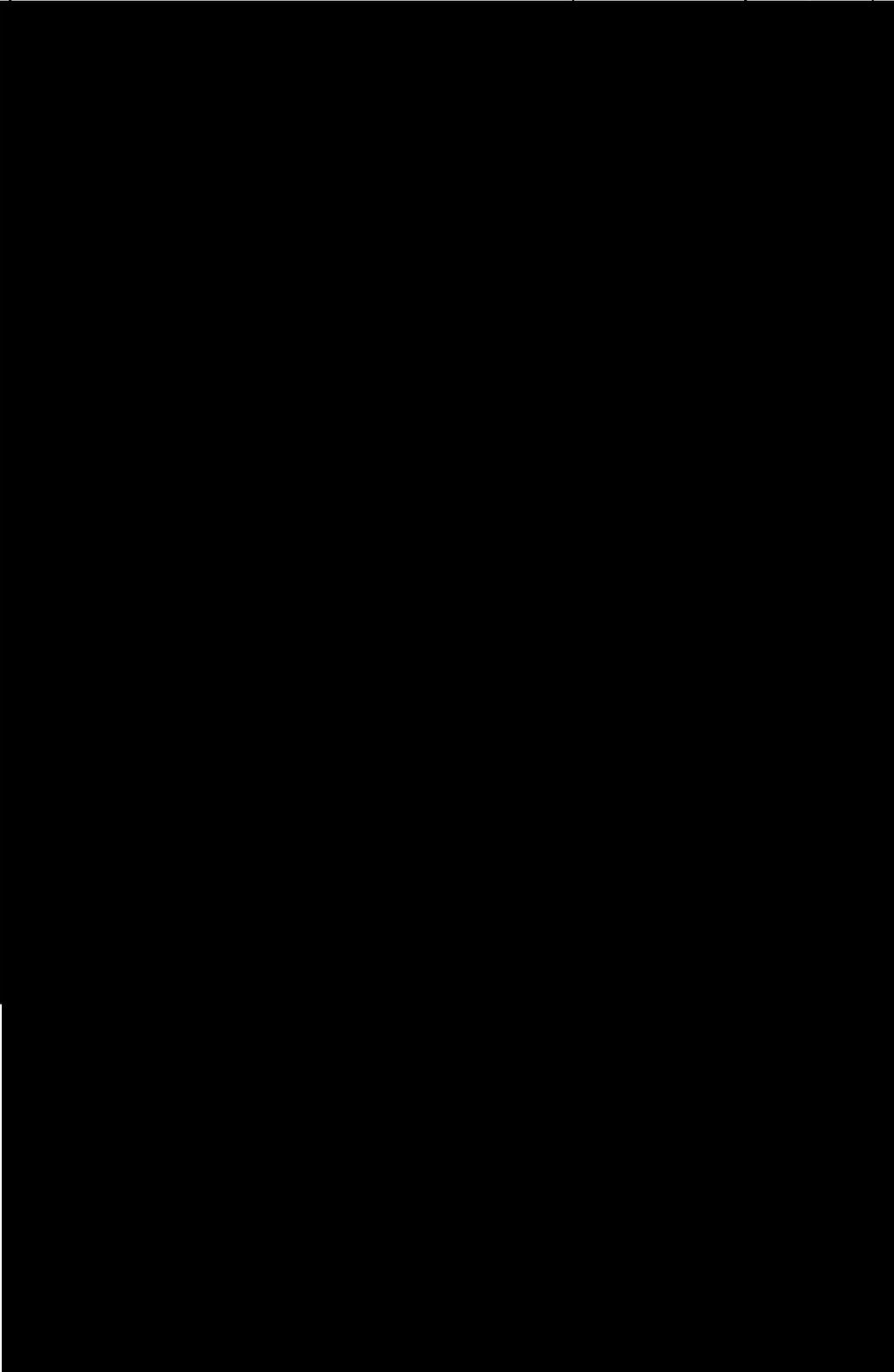
Test	Period	Indicative volume of tests per Period	Price per test	Total
Liaison SARS-CoV-2 S1/S2 IgG (*incl. Control -311451)	26/06/20-30/06/20	██████	██████	██████
As above	01/07/20-31/07/20	██████	██████	██████
As above	01/08/20-31/08/20	██████	██████	██████
As above	01/09/20-30/09/20	██████	██████	██████
As above	01/10/20-31/10/20	██████	██████	██████
As above	01/11/20-30/11/20	██████	██████	██████
As above	01/12/20-26/12/20	██████	██████	██████0
TOTAL OVER INITIAL TERM		██████	██████	██████

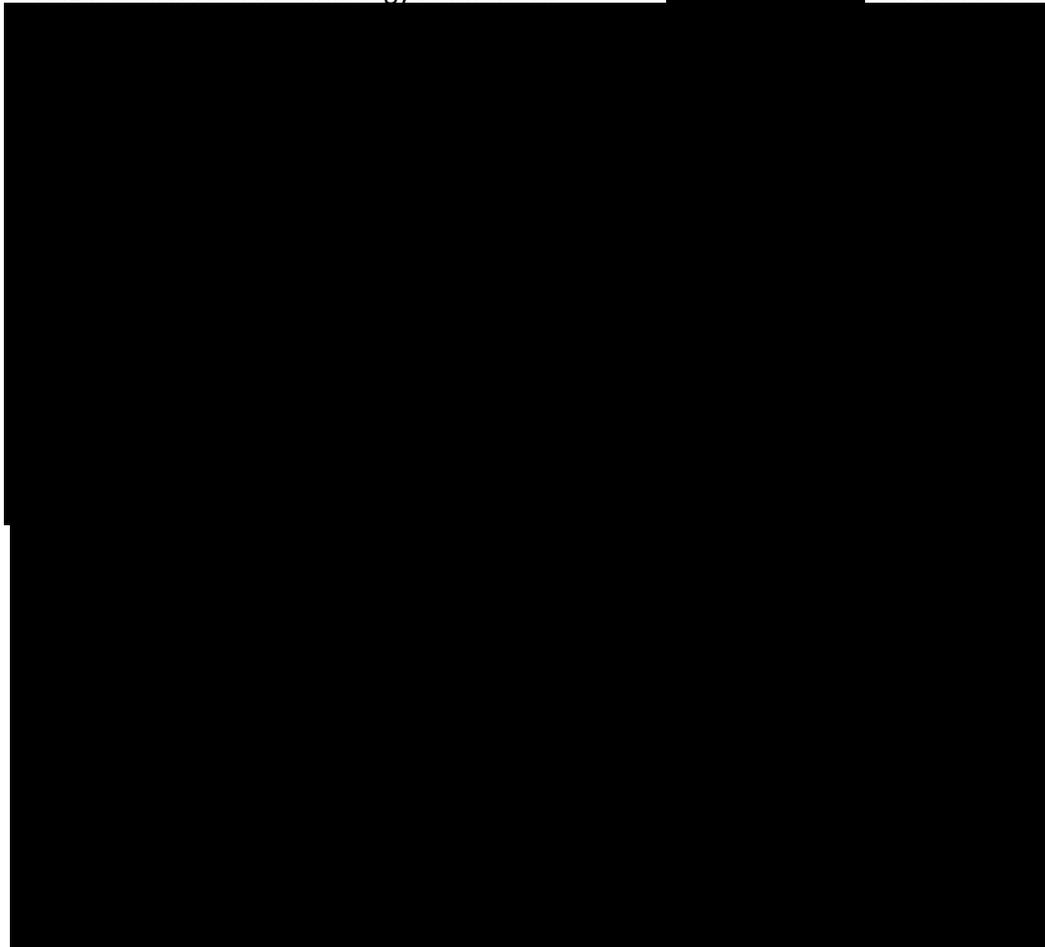
** For every 8 LIAISON SARS-CoV-2 S1/S2 IgG tests kits (tests kits comprise 110 tests) supplied and delivered, the Supplier agrees, at no additional cost to the Authority, to supply and deliver (at the same time) 1 x LIAISON SARS-CoV-2 S1/S2 IgG Control.*

For the avoidance of doubt the following components not included for supply in this contract

- 319100 Wash
- 310200 Starters
- X0015 E Tips
- X0016 E Cuvettes
- X0025 Solid Waste Bags

Annex 2– List of delivery locations

Account name	DiaSorin Ship To Code	Number of analysers
		



Annex 3

ADDITIONAL REQUIREMENTS (2.2 – Variations to Call-off Terms and Conditions)

Annex 4

Product specifications for **LIAISON SARS-CoV-2 S1/S2 IgG**

Annex 5

Evaluation of DiaSorin **LIAISON SARS-CoV-2 S1/S2 IgG** serology assay for the detection of anti-SARS-CoV-2 antibodies