

Appendix 1

**National Microbiology Framework Agreement
Order Form – C262281
Cepheid UK Limited**

FROM

Authority:	UK Health Security Agency (the “ Authority ”)
Invoice address:	UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom Email: [REDACTED]
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade London E14 4PU

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

Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Code: C262281
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TO

Supplier:	Cepheid UK Limited (the “ Supplier ”) Registered Address: Oakley Court Kingsmead Business Park Frederick Place High Wycombe England HP11 1JU Company Number: 04422108
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Registered Address: Oakley Court Kingsmead Business Park Frederick Place High Wycombe England HP11 1JU

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 checked="" 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	<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> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>2. TUPE on exit</td> <td><input type="checkbox"/></td> </tr> <tr> <td>3. Different levels and/or types of insurance</td> <td><input type="checkbox"/></td> </tr> <tr> <td>4. Induction training for Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>5. Further Authority obligations</td> <td><input type="checkbox"/></td> </tr> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td> <td><input type="checkbox"/></td> </tr> </table>	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"/>	(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"/>													

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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 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 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 twenty-five thousand, six hundred and fifty-four pounds and zero pence only (£25,654.00) (the “**Contract Price**”).

1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.3. The Contract Price excludes VAT at the applicable rate but is inclusive of all Supplier visits, labour and spare part fees.

1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract (“**PO**”).

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

Table 1 – Contract Price Breakdown (ex VAT)

Lab	S/N	Instrument	Cover	End date	Price
Cambridge	801523	GeneXpert XVI Laptop	Advantage Plan	31/03/2025	£ [REDACTED]
Cambridge	808823	GeneXpert XVI Desktop	Advantage Plan	31/03/2025	£ [REDACTED]
Birmingham	801525	GeneXpert XVI Laptop	Advantage Plan	31/03/2025	£ [REDACTED]
Birmingham	806245	GeneXpert IV Laptop	Advantage Plan	31/03/2025	£ [REDACTED]
Total Price (ex VAT)					£25,654.00

1.3.6. POs issued by the Authority in respect of this Contract do not form part of this Contract.

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “**Commencement Date**”) and shall, unless terminated earlier in accordance with its terms, expire on 31st 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 30th November 2024.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1 The Supplier shall provide servicing and repair to the Authority’s instruments stated in Table 1 contained within clause 1.3.5 of this Order Form (the “**Instruments**”) at the Premises and Locations listed in Section 2.2.

2.1.2 The Supplier shall provide the Services stated in Table 2 – Supplier Services Information (the “**Specification of the Services**”) for the equipment listed in Table 1 of this Order Form.

Table 2 – Supplier Services Information

Service	Details
<p>Advantage Service Plan</p>	<ul style="list-style-type: none"> • Telephone Technical Support – The Supplier will provide telephone technical support via its Technical Support Call Centre between the hours of 8am – 6pm (CET) Monday – Friday (except on local public bank holidays). • Services – On-site service calls are performed during normal working hours, Monday to Friday, 8am – 6pm. • Response Time – If the Authority requests a service visit, the Supplier will use reasonable efforts to schedule a visit to occur within 2 working days for complete breakdown (system

	<p>unavailable) and within 3 working days for partial breakdown (at least one module available) from the time the Supplier receives the request.</p> <ul style="list-style-type: none">• Preventative Maintenance – One annual preventative maintenance for all GeneXpert or GeneXpert Infinity is included. This is provided through a preventive maintenance and is performed by the Suppliers engineers. Preventative Maintenance services must be requested and scheduled directly by the Authority.• Software Updates - The Authority will be entitled to any and all Supplier software Updates (bug fixes etc) and Supplier software Upgrades (software feature enhancements) for the duration of the Service Agreement.• Also included:<ul style="list-style-type: none">• Online technical support• Annual maintenance including calibration kit• Repair costs, spare parts and labour• In case of general breakdown replacement modules can be shipped within one working day and intervention can take place within three working days maximum.• GeneXpert (manual) loaner system provided when off-site repairs are necessary.• Shipping costs for module or loaner system• Cepheid software upgrades and updates
<p>2.1.3 The Authority may at any time remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority, the Supplier shall immediately suspend all costs related to, or arising from, such Instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such Instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension.</p>	

2.1.4 For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommissioning which the Authority instructs the Supplier to undertake.

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

2.2.1 The Supplier shall provide the Services to the sites listed below in Table 3 – Premises and Locations (“Premises and Locations”):

Table 3 – Premises and Locations

Site	Address	Postcode	Delivery Contact	Email and Contact Number
UKHSA Cambridge	Addenbrookes Hospital UKHSA Laboratory Cambridge	CB2 0QW	[Redacted] [Redacted]	Phone: [Redacted] Email: [Redacted]
UKHSA Birmingham	Birmingham Heartlands Hospital (UKHSA) Bordesley Green East Pathology POCT Birmingham	B9 5SS	[Redacted] [Redacted]	Phone: [Redacted] Email: [Redacted] [Redacted]

2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority’s delivery contacts stated below at least 2 (two) business days prior to the Services being performed on the Instruments:

UKHSA Cambridge (Addenbrookes Hospital)

Name: [Redacted]
Phone: [Redacted]
Email: [Redacted]

UKHSA Birmingham (Heartlands Hospital)

Name: [Redacted]
Phone: [Redacted]
Email: [Redacted]

(the “**Delivery Contacts**”).

1.1.3. The Supplier shall provide the following information when notifying the Delivery Contacts:

- a. Supplier name;
- b. Authority’s purchase order (“**PO**”) number.

1.1.4. The Delivery Contacts will confirm:

- a. Booking reference number;
- b. Date and time of Supplier attending the relevant Premises and Location: and
- c. 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 The Delivery Contacts will report any technical issues to:

Name: [REDACTED]
Phone: [REDACTED]
E-mail: [REDACTED]

(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 deliver the Services in accordance with Good Industry Practice.
- 2.4.2 Timely delivery of the Services.
- 2.4.3 Quality of Services - Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.
- 2.4.4 Proof of the Services having been performed in accordance with Annex A, clause 1.

(2.5) Quality standards:

2.5.1 The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

2.6.1 The Authority's Contract Manager and the Supplier's Contract Manager shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.

2.7.2 Examples of management information that can be requested, but not limited to, are:

- a. The Performance Standards as stated in section 2.4 of this Order Form
- b. Issues including quality and performance
- c. Invoicing
- d. Any other relevant business related to the scope of the Services.

3. CONFIDENTIAL INFORMATION (if applicable)

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

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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: Not applicable.

5. LEASE / LICENSE (if applicable)
(5.1) The Authority is granting the following lease or licence to the Supplier: Not applicable.

For and on behalf of the Authority

DocuSigned by:

Full Name: 
Job Title/Role: 
Date Signed: 18/4/2024

For and on behalf of the Supplier

DocuSigned by:

Full Name: 
Job Title/Role: 
Date Signed: 17/04/2024

Annex A

Order Specific Key Provisions

1. Acceptance

1.1. The following criteria for the acceptance of the Services performed by the Supplier by the Authority shall apply ("**Acceptance**"):

- a. Upon performance of the Services the Supplier shall produce and submit to the Authority a service report for signature by the Authority's authorised representative.

1.2. If Services are deemed not to be Accepted by the Authority, the Supplier shall reperform the Services at their own cost.

2. Invoicing Terms

2.1. Payment terms are net 30 (thirty) days from receipt of a compliant invoice.

2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.3. All invoices presented by the Supplier to the Authority shall be for Services performed by the Supplier and Accepted by the Authority.

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

2.5. All invoices must be sent quoting a valid PO number.

2.6. 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.

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2.7. In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services.