

Appendix 1

**National Microbiology Framework Agreement
Order Form C205859
Siemens Healthcare Limited**

FROM

Authority:	UK Health Security Agency (the " Authority ").
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom [REDACTED]
Contract Manager:	[REDACTED]
Secondary Contact: eg. business operational contact, project manager	[REDACTED]
Procurement lead	[REDACTED]
Name and address for notices:	[REDACTED] Address: UK Health Security Agency 10 South Colonnade London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Code: C205859

TO

Supplier:	Siemens Healthcare Limited Address: Park View Watchmoor Park Camberley Surrey GU15 3YL
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	Company Number: 09567186 VAT Number: GB479985260
Contract Manager:	[REDACTED]
Secondary Contact:	[REDACTED]
Account Manager:	[REDACTED]
Name and address for notices:	Siemens Healthcare Limited, [REDACTED] Address: Park View Watchmoor Park Camberley Surrey GU15 3YL

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)

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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 data-bbox="410 629 1027 701">1. TUPE applies at the commencement of the provision of Services</td><td data-bbox="1027 629 1118 701"><input type="checkbox"/></td></tr> <tr> <td data-bbox="410 701 1027 772">2. TUPE on exit</td><td data-bbox="1027 701 1118 772"><input type="checkbox"/></td></tr> <tr> <td data-bbox="410 772 1027 844">3. Different levels and/or types of insurance</td><td data-bbox="1027 772 1118 844"><input type="checkbox"/></td></tr> <tr> <td data-bbox="410 844 1027 916">4. Induction training for Services</td><td data-bbox="1027 844 1118 916"><input type="checkbox"/></td></tr> <tr> <td data-bbox="410 916 1027 969">5. Further Authority obligations</td><td data-bbox="1027 916 1118 969"><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"/>	(only applicable if one or more boxes are checked)																		
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	Size Enterprises and Voluntary, Community and Social Enterprises	
	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):

N/A

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

1.3.1. The maximum value of this Contract shall be five hundred thousand pounds and zero pence only ex VAT (£500,000.00 ex VAT) (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

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

1.3.5. See Appendix 2 - Goods Information and Pricing for the breakdown of pricing.

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

1.3.7. POs issued by the Authority in respect of this Agreement do not form part of this Agreement.

(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, or extended, in accordance with its terms, expire on 5th October 2024 (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:

N/A

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

- 2.1.1. The Supplier shall provide and deliver to the Authority Siemens Advia Centaur XP consumables as listed in Appendix 2 – Goods Information and Pricing (the “**Goods**”).
- 2.1.2. The consumable volumes stated in Appendix 2 are based on usage estimates provided by the Supplier. For the avoidance of doubt, the Authority does not agree to any minimum volume commitments.
- 2.1.3. The Authority reserves the right to purchase additional consumables, if required.

(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 sites detailed in Appendix 3 – Premises and Locations (“**Premises and Locations**”) or such other location as the Authority reasonably specifies from time to time.
- 2.2.2. The Supplier shall ensure that all Goods are labelled with product description, part number, volume, batch number, storage requirements and barcode where applicable.
- 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 2 (two) Business Days prior to attendance.
- 2.2.4. Delivery Contact: Detailed by site in Appendix 3.
- 2.2.5. The Supplier shall provide the following data when notifying the Delivery Contact:
- Supplier name
 - Authority’s PO Number
 - Item reference, Supplier’s part code, description and quantity
 - Any special instructions originally entered on the Authority’s PO.
- 2.2.6. The Delivery Contact will confirm:
- Booking reference number;
 - Date and time of delivery of Goods (where applicable); and
 - Delivery address.

2.2.7. Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated Premises and Location(s) has signed the Supplier's delivery note.

2.2.8. The Supplier shall carry out deliveries within the ordinary working hours at the Premises and Location(s) on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact as stated in Annex A – Order Specific Key Provisions, Clause 1.3.

2.2.9. The Authority may refuse unscheduled deliveries of Goods. In such event, the Supplier shall rearrange such delivery of Goods utilising the delivery process set out in this Clause 2.2.

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

[REDACTED]
[REDACTED]
[REDACTED]

(2.4) Performance standards:

2.4.1. The Supplier shall ensure the goods are fit for purpose.

2.4.2. Timely delivery of the Goods in accordance with section 2.6 below.

2.4.3. Proof of delivery of the Goods to be supplied.

(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 30 (thirty) days following the date of delivery by the Supplier. If the expiry date is short enough that there is wastage, once notified the Supplier will replace the reagents free of charge.

2.5.2. If 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 of the Call-Off Terms and Conditions.

2.5.3. Return Conditions:

2.5.3.1. For Rejected Goods:

a) The Supplier is responsible for collecting the Rejected Goods.

b) The Supplier is responsible for the costs of returning/collecting the Rejected Goods.

2.5.3.2. 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 the Supplier's Contract Manager shall meet quarterly (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

2.6.2. The Supplier shall provide management information, using the template provided by the Authority in Appendix 4 – Example Management Information Report, on a quarterly basis to include, but not limited to:

2.6.2.1. Performance against below key performance indicators ("KPIs"), delivery expectations, demand/call-off plan.

2.6.2.2. Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.

2.6.2.3. Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered).

2.6.2.4. Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).

2.6.2.5. Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

(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. The Supplier shall provide to the Authority, two (2) Business Days prior to a requested

meeting, a management report in the same or similar format as shown in Appendix 4.

2.7.3. Performance and key performance indicators to be reported by the Supplier may include, but shall not be limited to:

- a. Overall contract operational performance
- b. Delivery failures and root cause analysis
- c. Invoicing and billing
- d. Establish any improvement action plans required
- e. Process improvements / best industry practice
- f. Review and discussion of a continuous improvement plan
- g. Review of risks
- h. Objective reviews and scope for delivery of Goods
- i. Any other business.

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:

- 3.2.1. 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)

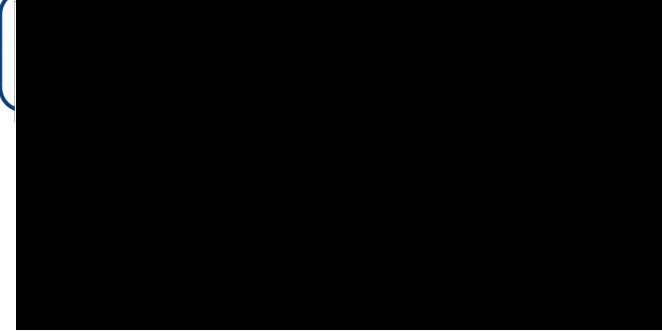
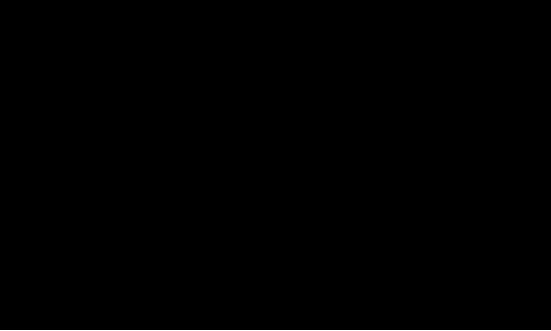
(4.1) Personal Data to be processed by the Supplier:

N/A

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>DocuSigned by:</p> 
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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 reagents and consumables up to, but not cumulatively exceeding the Contract Price.
- 1.2. The Parties agree that where the Authority issues a Purchase Order whereby the delivery date required is at least 5 (five) Business Days after the date of the PO then Supplier shall fulfil such PO in its entirety. the period of one (1) week is adequate notice.
- 1.3. Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part shipment is possible. The Delivery Contact, in its sole discretion, shall agree any part shipment
- 1.4. The Supplier shall as part and parcel of the delivery of the Goods contain provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.
- 1.5. The Supplier warrants that any Goods that are shown to fail the Specification (Appendix 5), within the expiry date required for the goods, are either replaced or full credit given.

2 Invoicing Terms

- 2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique PO number in accordance with clause 1.2 above. The Supplier must be in receipt of a valid PO number before submitting an invoice.

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- 2.3. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.
- 2.8. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

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Appendix 2 – Goods Information and Pricing

Product Description	Product Code			
CENTAUR AHBC IGM 100T	504619			
CENTAUR AHBC IGM QC KIT	504945			
CENTAUR RUBELLA IGG QC KIT	1549403			
CENTAUR AHBE 50T KIT	3150214			
CENTAUR AHBE QC KIT	3221634			
CENTAUR PROBE WASH 3 KIT	3333963			
CENTAUR HBSAG QC KIT	3394660			
CENTAUR ANCLRY PROBR WASH1 2PK	3395373			
CENTAUR AHCV 200T KIT	3438099			
CENTAUR AHCV QC KIT	3439141			
ADVIA CENTAUR XP WASH 1	3773025			
KIT, SAMPLE CUP 1500 PACK	3832935			
CENTAUR ACID/BASE RGT 1&2	3852677			
CENTAUR AHBS2 200T	4670661			
CENTAUR HAV IGM 100T	5004126			
CENTAUR HAV IGM QC KIT	5004800			
CENTAUR MULTIDIL 10 2PK	5440554			
CENTAUR HAV TOTAL 100T	5498862			
CENTAUR HAV TOTAL QC KIT	5500077			
ADVIA CENTAUR MULTI-DILUENT 11	5699280			
CENTAUR CHIV(XUS) 100T	6520528			
CENTAUR CHIV QC KIT	6520544			
CENTAUR AHBS2 QC KIT	6521435			
CENTAUR HBCT 200T	7566733			
CEN HBCT QC KIT	7569996			
CENTAUR MULTIDIL 2 2PK	7948423			
KIT CUVETTES 3000 PACK	8044064			
CENTAUR RUBELLA IGG 100T	8666235			
CENTAUR CLN SOLN 12PK	9908593			
KIT SAMPLE TIPS (6480/PKG)	10309547			
CENTAUR HBCT2 100T	10376698			
CENTAUR HBCT2 QC KIT	10376699			
CENTAUR HBSAG II 200T	10492138			
CENTAUR SYPH 200T	10492493			
CENTAUR SYPH QC KIT	10492616			
CENTAUR APW3	10699211			

Appendix 3 – Premises and Locations

Site	Address	Postcode	Delivery Contact	Email and Contact Number
Cambridge	UKHSA Cambridge Box 236 Cambridge University Hospitals NHS Foundation Trust Hills Road Cambridge	CB2 0QQ	[REDACTED]	[REDACTED] [REDACTED]

Appendix 4 – Example Management Information Report

Maximum Contract Price £500,000		CONTRACT DETAILS														
Contract Ref	Product Code	Product Description	Annual Expected Qty	Qty Delivered	Qty outstanding	Unit Price	Total Line Value	Outstanding Line Value	Percent Used	Expected Contract Value	Total Outstanding Value					
C205859	504619	CENTAU.R.AHBC.IGM.100T	42	0	42	£162.00	£6,804.00	£6,804.00	0.00%	£341,075.10	£341,075.10					
C205859	504945	CENTAU.R.AHBC.IGM.QC.KIT	4	0	4	£108.00	£432.00	£432.00	0.00%							
C205859	1549403	CENTAU.R.RUBELLA.IGS.QC.KIT	2	0	2	£81.00	£162.00	£162.00	0.00%							
C205859	350204	CENTAU.R.AHBE.50T.KIT	71	0	71	£135.00	£9,585.00	£9,585.00	0.00%							
C205859	3221634	CENTAU.R.AHBE.QC.KIT	8	0	8	£162.00	£1,296.00	£1,296.00	0.00%							
C205859	3333963	CENTAU.R.PROBE.WASH.3.KIT	10	0	10	£52.92	£529.20	£529.20	0.00%							
C205859	3394660	CENTAU.R.HBSAG.QC.KIT	4	0	4	£86.40	£345.60	£345.60	0.00%							
C205859	3395373	CENTAU.R.ANCL.RY.PROBE.WASH.2PK	42	0	42	£52.92	£2,222.64	£2,222.64	0.00%							
C205859	3438099	CENTAU.R.AHCV.200T.KIT	141	0	141	£324.00	£45,684.00	£45,684.00	0.00%							
C205859	3439141	CENTAU.R.AHCV.QC.KIT	7	0	7	£108.00	£756.00	£756.00	0.00%							
C205859	3773025	ADVA.CENTAU.R.XP.WASH.1	191	0	191	£81.00	£15,471.00	£15,471.00	0.00%							
C205859	3632395	KIT.SAMPLE.CUP.500.PACK	0	0	0	£216.00	£0.00	£0.00	#DIV/0!							
C205859	3852677	CENTAU.R.ACID.GASE.RGT.1&2	45	0	45	£108.00	£4,860.00	£4,860.00	0.00%							
C205859	4670661	CENTAU.R.AHBS2.200T	43	0	43	£216.00	£9,288.00	£9,288.00	0.00%							
C205859	5004126	CENTAU.R.HAV.IGM.100T	102	0	102	£129.60	£13,219.20	£13,219.20	0.00%							
C205859	5004800	CENTAU.R.HAV.IGM.QC.KIT	9	0	9	£162.00	£1,458.00	£1,458.00	0.00%							
C205859	5440954	CENTAU.R.MULTIOL.10.2PK	0	0	0	£52.92	£0.00	£0.00	#DIV/0!							
C205859	5498862	CENTAU.R.HAV.TOTAL.100T	55	0	55	£108.00	£5,940.00	£5,940.00	0.00%							
C205859	5500077	CENTAU.R.HAV.TOTAL.QC.KIT	5	0	5	£162.00	£810.00	£810.00	0.00%							
C205859	5899280	ADVA.CENTAU.R.MULTI.OU.LIENT.11	0	0	0	£52.92	£0.00	£0.00	#DIV/0!							
C205859	6520528	CENTAU.R.CHV.XUS.100T	455	0	455	£108.00	£49,140.00	£49,140.00	0.00%							
C205859	6520544	CENTAU.R.CHV.QC.KIT	17	0	17	£108.00	£1,836.00	£1,836.00	0.00%							
C205859	6521435	CENTAU.R.AHBS2.QC.KIT	5	0	5	£162.00	£810.00	£810.00	0.00%							
C205859	7566733	CENTAU.R.HBCT.200T	236	0	236	£324.00	£76,464.00	£76,464.00	0.00%							
C205859	7569996	CEN.HBCT.QC.KIT	6	0	6	£108.00	£648.00	£648.00	0.00%							
C205859	7948423	CENTAU.R.MULTIOL.2.2PK	108	0	108	£52.92	£5,715.36	£5,715.36	0.00%							
C205859	8044064	KIT.CUVETTES.3000.PACK	109	0	109	£86.40	£9,417.60	£9,417.60	0.00%							
C205859	8662235	CENTAU.R.RUBELLA.IGS.100T	103	0	103	£108.00	£11,124.00	£11,124.00	0.00%							
C205859	9306953	CENTAU.R.CLN.SQ.LN.12PK	36	0	36	£54.00	£1,944.00	£1,944.00	0.00%							
C205859	10309547	KIT.SAMPLE.TIPS.16480(PK.G)	34	0	34	£108.00	£3,672.00	£3,672.00	0.00%							
C205859	10376698	CENTAU.R.HBCT2.100T	0	0	0	£162.00	£0.00	£0.00	#DIV/0!							
C205859	10376699	CENTAU.R.HBCT2.QC.KIT	0	0	0	£108.00	£0.00	£0.00	#DIV/0!							
C205859	10492138	CENTAU.R.HBSAG.1200T	230	0	230	£129.60	£29,808.00	£29,808.00	0.00%							
C205859	10492493	CENTAU.R.SYPH.200T	108	0	108	£162.00	£17,496.00	£17,496.00	0.00%							
C205859	10492616	CENTAU.R.SYPH.QC.KIT	10	0	10	£216.00	£2,160.00	£2,160.00	0.00%							
C205859	10699211	CENTAU.R.AP.W.3	75	0	75	£153.70	£11,977.50	£11,977.50	0.00%							

Contract Ref	PO Number	Delivered		Part Number	Product Description	Qty Delivered	Date UKHSA Reqd	Date Delivered	On time / Early / Overdue	Location	Invoice Number	Invoice Date	Invoice Due Date Check	Invoice Not Due / Overdue No. of Days	Invoice Paid Yes / No
		Line Item													
C205859															No
C205859															No
C205859															No
C205859															No
C205859															No
C205859															No
C205859															No

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

[Redacted]

[Redacted]