

**Appendix 1**

**National Microbiology Framework Agreement  
Order Form – C301086**

**FROM**

|   |  |
|---|--|
| <b>Authority:</b>   | UK Health Security Agency  |
| <b>Invoice address:</b>   | <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address:<br/>Accounts Payable;<br/>UK Health Security Agency,<br/>Manor Farm Road,<br/>Porton Down,<br/>Salisbury,<br/>SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p> |
| <b>Contract Manager:</b>  | <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>   |
| <b>Secondary Contact:</b><br>eg. business<br>operational<br>contact, project<br>manager | <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>   |
| <b>Procurement lead</b>   | <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>   |
| <b>Name and address<br/>for notices:</b>  | <p>Name: [REDACTED]</p> <p>Address: UK Health Security Agency, 10 South Colonnade. London. E14 4PU.</p>  |
| <b>Internal reference<br/>(if applicable):</b>  | <p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: <b>C301086</b></p>   |

**TO**

|                  |  |
|------------------|--|
| <b>Supplier:</b> | DIASORIN LIMITED<br><br>Company Number: 01993990 |
|------------------|--|

|                                      |   |
|--------------------------------------|---|
|                                      | Registered Address:<br><br>Central Road,<br><br>Dartford,<br><br>Essex,<br><br>DA1 5LR          |
| <b>Contract Manager:</b>             | Name: [REDACTED]<br>Phone: [REDACTED]<br>Email: [REDACTED] / [REDACTED]                         |
| <b>Name and address for notices:</b> | Name: [REDACTED]<br>Address:<br><br>Central Road,<br><br>Dartford,<br><br>Essex,<br><br>DA1 5LR |

**Applicable terms and conditions**

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

|                   |  |  |
|-------------------|--|--|
| <b>Appendix A</b> | Call-off Terms and Conditions for the Supply of Goods and the Provision of Services  | <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 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> | Further Optional Additional Call-off Terms and Conditions<br>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked: | <b>(only applicable if one or more boxes are checked)</b>  |
|                   | 1. TUPE applies at the commencement of the provision of Services   |  |
|                   | 2. TUPE on exit  |  |
|                   | 3. Different levels and/or types of insurance  |  |
|                   | 4. Induction training for Services   |  |
|                   | 5. Further Authority obligations   |  |

|   |   |  |  |
|---|---|--|--|
|   | 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 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 Contract shall commence on the date of signature by the Authority.

**(1.2) Services Commencement Date (if applicable):** Not applicable.

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

1.3.1 The maximum value of the Goods that can be ordered under this Contract is £111,111.00 (one hundred and eleven thousand, one hundred and eleven pounds) only (excluding VAT). **(the “Contract Price”)**. Full details of the Contract Price are contained in Annex B- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

**(1.4) Term of Contract:**

1.4.1 The Contract shall commence on the Commencement Date and, unless terminated earlier, or extended, in accordance with its terms, expire on 30<sup>th</sup> June 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 not less than 3 (three) months written notice.

**(1.5) Term extension options:**

Not applicable.

**2. GOODS REQUIREMENTS**

**(2.1) Description of the Goods:**

The Supplier shall provide the Goods in accordance with Annex C – Specifications of the Goods **(the “Specifications”)**.

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

The Goods shall be delivered by the Supplier in accordance with the Specifications and the

following instructions:

- a) The Goods shall be delivered to the Authority at the following address ("**Premises and Location**"):

UK Health Security Agency

Manor Farm Road

Porton Down

Wiltshire

SP4 0JG

- b) All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact known as the "**Secondary Contact**") at least 2 (two) Business Days prior to shipping:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

- c) Deliveries must be made between the hours of 08:00 to 16:00 on a Business Day.

e) The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

f) Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods, has taken place.

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

Name: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

**(2.4) Performance standards:**

Not applicable.

**(2.5) Quality standards:**

2.5.1 The Supplier will attend meetings with the Contract Manager, as required, to discuss any areas where improvements can be made. The Authority reserves the right to terminate this Contract by issuing a Termination Notice to the other Party if such other Party repeatedly fails to meet the below key performance requirements:

1. Deliveries on the due date (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.

2. Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.
3. 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).
4. Timely and accurate administration (including booking/amending delivery times and orders and invoices, delivery advice notes and labels and management information) being in accordance with the requirements of this Contract.
5. The Supplier shall ensure that the Goods shall perform to the standards detailed within the Contract Specification as set out at Annex B of this Contract.
6. Customer service- the supplier should respond to all queries submitted via email within 24 hours of receipt.
7. Continuous Improvement- the supplier will attend meetings with the Contract Manager, as required, to discuss any areas where improvements can be made.
8. Downtime – down time of the equipment should not exceed a maximum of 1 week
9. Call-out – a representative will attend site within 72 hours of the initial call.
10. Repair – repairs to be carried out on site should not exceed 1 week from break- down.
11. Replacement – If the equipment cannot be repaired after one month, the supplier will require to replace the equipment with a like for like item within two weeks.

#### **(2.6) Contract monitoring arrangements:**

2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier may meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

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

2.7.1 Contract management meetings may be set up to monitor, but not limited to, the following:

- a Delivery of the KPIs
- b Issues – including quality and performance
- c Invoicing
- d Any other relevant business related to the scope of the Goods

2.5.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional 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).

### **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 Staff.
- 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:**

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:**

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 27/08/2024

**For and on behalf of the Supplier:**

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 23/08/2024

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Acceptance**

1.1. The Supplier shall deliver the Goods to the Premises and Location as set out in Section 2.2 of this Order Form.

1.2. The following criteria for the acceptance of the Goods by the Authority shall apply (**"Acceptance"**):

1.2.1 . Deliveries on the due date (for the avoidance of doubt: (a) deliveries which arrive on time but are not unloaded due to the driver's decision; (b) deliveries which do not arrive; and (c) deliveries which arrive at the wrong delivery location, shall also be considered late.

1.2.2 Quantity of delivery correct against the relevant Order as per Orders placed in accordance with the requirements of this Contract.

1.2.3 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).

1.3. If Goods are deemed not to be Accepted by the Authority, the Supplier shall replace the Goods at their own cost.

#### **2. Invoicing Terms**

2.1. Payment terms are net 30 (thirty) 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. 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. 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, 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.

**Annex B- Contract Price Breakdown**

| Catalogue Number         | Product Description        | NMF Lot | Warranty Period | Framework Price |
|--------------------------|----------------------------|---------|-----------------|-----------------|
| INTELLIFLEX-DRSE-<br>RUO | xMAP INTELLIFLEX®<br>DR-SE | 2       | 12 months       | £111,111.00     |



**Annex C – Specifications of the Goods**

## Proven Performance of xMAP® Technology with Innovative Features to Advance Research.

xMAP INTELLIFLEX® is the only compact, flow-based, multiplex platform that combines the proven performance of xMAP® Technology with modern features to enhance performance, empower assay development innovation, and simplify your user experience. No other multiplex platform combines low- and high-plex capabilities, quick time to reliable results, and the ability to simultaneously acquire data for two parameters per analyte simultaneously.

**xMAP INTELLIFLEX Systems offer:**

- **A Broad Dynamic Range** – Avoid repeat testing due to out-of-range values with the widest dynamic range of any xMAP platform.
- **More Data from Each Target** – Acquire double the data for each analyte with the new second reporter channel, saving time and precious sample.
- **A Compact Footprint** – Reduce lab bench requirements with a compact footprint that features an embedded PC and a touchscreen user interface.
- **Intuitive and Flexible Software** – Quickly master the platform with easy-to-use software that empowers you to optimize workflows, gather performance insights, and export data into common analysis tools.
- **Commercially Available Kits and Custom Assays** – Experience the versatility of xMAP Technology with an open architecture design, enabling you to choose from the most extensive menu of commercially available kits and design your own assays.
- **Rich Compliance Features** – An optional Electronic Records Compliance module enables electronic signatures, enhanced audit trails, and other features to support 21 CFR Part 11 and Annex 11 compliant workflows.
- **Robust Integration Support** – Built to meet modern network and security expectations, xMAP INTELLIFLEX is easy to integrate into your IT environment. Additionally, an optional Automation module enables access to a modern REST API, for rapid integration into automated environments.

## Specifications

xMAP INTELLIFLEX is available in two models with the following specifications:

|                                    | xMAP INTELLIFLEX® RUO  | xMAP INTELLIFLEX® DR-SE RUO*  |
|------------------------------------|--|---|
| Performance                        |  |   |
| Multiplexing Capability            | Up to 500 individual analytes per well   | Up to 500 individual analytes per well;<br>Up to 2 parameters per analyte |
| Typical Dynamic Range              | ≥5.5 logs  | ≥5.5 logs<br>≥4.5 logs (second reporter channel*)                         |
| Plate Run Time                     | 96-well plate in ~20 min<br>384-well plate in ~75 min  |   |
| Sensitivity                        | Commercially available kits deliver sensitivity as low as sub-picogram level                         |   |
| General                            |  |   |
| Physical Dimensions                | 58.4 cm (23 in.) W x 61 cm (24 in.) D x 76.2 cm (30 in.) H   |   |
| Weight                             | 54.4 kg (120 lbs)  |   |
| System Warm-Up                     | 30 min   |   |
| Operating Temperature              | 15–30°C (59–86°F)  |   |
| Operating System                   | Microsoft Windows® 10 IoT Enterprise LTSC  |   |
| Barcode Reader                     | For importing target values from the xMAP INTELLIFLEX® Calibration and Performance Verification Kits |   |
| Fluidics                           |  |   |
| Sheath Pressure                    | 8–13 psi   |   |
| Sample Injection Rate              | 2 µL/sec   |   |
| Sample Uptake Volume               | 10–200 µL  |   |
| Optics                             |  |   |
| Lasers                             | 1 Classification laser<br>1 Reporter laser   | 1 Classification laser<br>2 Reporter lasers*                              |
| Classification Laser Excitation    | 638 nm   |   |
| Reporter Laser 1 (RP1) Excitation  | 532 nm   |   |
| Reporter Laser 2 (RP2) Excitation* | n/a  | 405 nm  |
| RP1 Detector                       | 565–585 nm   |   |
| RP2 Detector*                      | n/a  | 421–441 nm  |

\*The second reporter channel is only available in the xMAP INTELLIFLEX® DR-SE RUO model.

Instruments

| Product   | Part Number                                      |
|---|--|
| <p><b>xMAP INTELLIFLEX® RUO &amp; xMAP INTELLIFLEX® DR-SE RUO</b></p> <p>Includes:</p> <ul style="list-style-type: none"><li>▪ xMAP INTELLIFLEX® RUO Instrument</li><li>▪ xMAP INTELLIFLEX® Software (Installed)</li><li>▪ xMAP INTELLIFLEX® Quick Guide</li><li>▪ xMAP INTELLIFLEX® Performance Verification Kit</li><li>▪ xMAP INTELLIFLEX® Calibration Kit</li><li>▪ xMAP Sheath Fluid PLUS, 20 L</li><li>▪ (3) Sample Probe Needles</li><li>▪ Sample Probe Height Adjustment Kit</li><li>▪ Power Cable, Country-Specific</li><li>▪ Off-Plate Reagent Block</li><li>▪ Keyboard and Mouse Combo</li><li>▪ Heater Block for 96-Well Microtiter Plates</li><li>▪ Heater Block for 384-Well Microtiter Plates</li><li>▪ Empty Cubitainer for Waste</li></ul> | <p>INTELLIFLEX-RUO,<br/>INTELLIFLEX-DRSE-RUO</p> |