

**Appendix 1**

**National Microbiology Framework Agreement  
Order Form  
Contract Reference  
C296840**

**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, 10 South Colonnade, London, E14 5EA (the “ <b>Authority</b> ”) |
| <b>Invoice address:</b>  | Address: The UK Health Security Agency, 10 South Colonnade, London, E14 5EA<br>Email: [REDACTED]  |
| <b>Contract Manager:</b>   | Name: [REDACTED]<br>E-mail: [REDACTED]  |
| <b>Secondary Contact:<br/>e.g. business<br/>operational contact,<br/>project manager</b> | Name: [REDACTED]<br>E-mail: [REDACTED]  |
| <b>Procurement lead</b>  | Name: [REDACTED]<br>E-mail: [REDACTED]  |
| <b>Name and address for<br/>notices:</b>   | Name: [REDACTED]<br><br>Address: UK Health Security Agency, 10 South Colonnade, London, E14 5EA   |
| <b>Internal reference (if<br/>applicable):</b>   | W156677/ W162499  |

**TO**

|                           |  |
|---------------------------|--|
| <b>Supplier:</b>          | Roche Diagnostics Ltd, Charles Avenue, Burgess Hill, West Sussex, RH15 9RY<br><br>Registered in England no. 571546 |
| <b>Contract Manager:</b>  | Name: [REDACTED]<br>Job Title: [REDACTED]<br>Phone: [REDACTED]<br>Email: [REDACTED]                                |
| <b>Secondary Contact:</b> | Name: [REDACTED]<br>E-mail: [REDACTED]   |

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

|                                      |  |
|--------------------------------------|--|
| <b>Account Manager:</b>              | Name: [REDACTED]<br>Job Title: [REDACTED]<br>Email: [REDACTED]<br>Phone: [REDACTED]                  |
| <b>Name and address for notices:</b> | [REDACTED]<br><br>Roche Diagnostics Ltd<br>Charles Avenue<br>Burgess Hill<br>West Sussex<br>RH15 9RY |

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

**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)  |
| 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 | Further Optional Additional Call-off Terms and Conditions  |  |
|            | Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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"/>   |
|            |  | (only applicable if one or more boxes are checked)   |

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

|   |   |                                     |  |
|---|---|-------------------------------------|--|
|   | 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 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) |

|   |
|---|
| <b>1. CONTRACT DETAILS</b>  |
| <b>(1.1) Commencement Date:</b> The Term shall commence on the date of UKHSA signature of this document.  |
| <b>(1.2) Services Commencement Date (if applicable):</b> Not applicable   |
| <p><b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b></p> <p>The total contract value shall be one million, two hundred and sixty-seven thousand pounds only (£1,267,000 Excl. VAT) (the "Total Contract Value") Full details of the Contract Price are contained in Annex 1 of this Order Form. For the avoidance of doubt, the Authority is not committed to purchase a minimum volume.</p> <p>1.3.1. The Authority requires, and the Supplier shall provide, the products listed in Annex 1. "Each time it wishes to order the Goods, the Authority shall issue a purchase order ("Purchase Order" or "PO") on behalf of the relevant Location. The Purchase Order shall be utilised for the purpose of the Authority's financial and/or governance arrangements and the terms of this Contract prevail over any terms or conditions contained on the Purchase Order "</p> <p>1.3.2. This contract comprises of the purchase of Roche consumables which are proprietary to the following platforms and instruments: Roche MagnaPure and Roche Flow System.</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6 In accordance with clause 2.6.1 of this Contract, each time the Authority wishes to order the Goods, the Authority shall issue a purchase order ("Purchase Order" or "PO") on behalf of the relevant Location.</p> <p>1.3.7 The terms of this Contract supersede any other Terms and conditions with regards to the supply of the Goods.</p> <p>1.3.8 The Supplier shall provide an invoice to the Authority for Goods delivered and accepted against the relevant PO.</p> <p>1.3.9 All invoices must be sent to [REDACTED] quoting a valid PO number.</p> <p>1.3.10 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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.</p> |

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

1.3.11 In support of a valid invoice the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.

1.3.12 Any queries regarding an outstanding payment shall be directed to [REDACTED].

**(1.4) Term of Contract:**

1.4.1 This Contract shall be two years (the "**Term**"). Commencing on the date of UKHSA signature of this document (the "**Commencement Date**").

1.4.2 The Authority may terminate this Contract for convenience at any time, in whole or in part, during the Term pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority issues, in writing, a Termination Notice at least 30 (thirty) days in advance.

1.4.3 Should the Authority terminate this Contract during the Term in accordance with Clause 10.1 of Appendix H, then there shall be no termination sum payable by the Authority to the Supplier.

**(1.5) Term extension options:**

Not applicable - no extension options included

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

This Contract covers the purchase of Roche consumables which are proprietary to the following platforms and instruments: Roche MagnaPure and Roche Flow System.

2.1.1 The Goods shall be supplied in accordance with the following specifications (the “**Specifications**”) as set out in Annex B of this Contract.

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

2.2.1 The Supplier shall deliver the Goods to the required Premises and Locations as specified in the relevant PO. The Authority’s authorised site contact (“**Site Contact**”) details and address for the Premises and Locations are as detailed below:

| Site        | Site Contact(s)                     | Address   |
|-------------|-------------------------------------|---|
| Birmingham  | Name: [REDACTED]<br>Tel: [REDACTED] | UKHSA Birmingham<br>Pathology<br>Heartlands Hospital<br>Bordesley Green East<br>Bordesley Green<br>Birmingham<br>B9 5SS |
| Colindale   | Name: [REDACTED]<br>Tel: [REDACTED] | UKHSA Colindale<br>61 Colindale Avenue<br>London<br>NW9 5EQ   |
| Porton Down | Name: [REDACTED]<br>Tel: [REDACTED] | UKHSA Porton Down,<br>Manor Farm,<br>Porton Down<br>Salisbury,<br>Wiltshire, SP4 0JG                                    |

2.2.2 The Supplier shall ensure that all products are labelled with product description, part number, volume, batch number, storage requirements and barcode.

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

- Supplier name;
- Authority’s Order Number;
- Item reference, Supplier’s part code, description and quantity;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority’s Order (e.g. project).

2.2.4 The Delivery Site Contact will confirm, where applicable:

Booking reference number;  
Date and time of delivery slot (where applicable); and  
Delivery address.

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

2.2.5 Delivery of the Goods shall be considered to have occurred when the Site Contact or other authorised representative of the Authority at the Authority's nominated location has signed the delivery note to confirm acceptance.

2.2.6.1 For avoidance of doubt, the Supplier will not accept any change to any order unless it is supported by an updated PO

2.2.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions. Risk in the Goods shall pass to the Authority when the Goods are delivered as specified in this Contract in accordance with clause

The Supplier shall carry out delivery within the ordinary working hours (09:00 - 17:30 Monday to Friday except Bank Holidays) at the delivery location on the date specified on the PO.

2.2.8 UKHSA shall not sell, export, re-export, transfer, re-transfer, broker, or otherwise make available any Goods supplied under or in connection with this Contract, subject to prohibition to sell, transfer, supply or export to Russia or Belarus, or for use in Russia or Belarus under applicable UK trade sanctions, including the Russia (Sanctions) (EU Exit) Regulations 2019 and the Republic of Belarus (Sanctions) (EU Exit) Regulations 2019.

2.2.9 UKHSA shall not transfer, assign, novate, sub-contract or otherwise dispose of its rights or obligations to any person or organization listed on the UK Sanctions List (FCDO - UK Sanctions List Search - GOV.UK).

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

Name: [REDACTED]

Email: [REDACTED]

**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the quality of Goods conform and perform to the Specification.

2.4.2 Timely delivery of the Goods in accordance with section 2.5 below.

2.4.3 Proof of delivery of the Goods to be supplied with each invoice.

**(2.5) Quality standards:**

2.5.1 In the event that 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 3.6 of the Call-Off Terms and Conditions.

**(2.5.2) Return Conditions:**

Subject to Schedule 2, clause 3.7 of the Call-Off Terms and Conditions, if any delivered Goods do not meet the quality and performance standards.

The Return Conditions will be as follows:

- The Supplier is responsible for collecting the Goods.



- The Supplier is responsible for the costs of returning/collecting the Goods.
- 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 As stated in clause 1.3.6 of this Contract, during the Term the Authority shall issue POs for the requirements of the Premises and Locations and the Supplier shall deliver the required Goods within the Typical Lead Times. In the event the Supplier cannot fulfil the PO requirements then any proposed reduction in quantities to be delivered or delays shall be agreed with the Authority's Contract Manager.

2.6.2 The Authority Contract Manager and Supplier Contract Manager may meet quarterly and no less than bi-annually (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

2.6.3 The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods.

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

The Parties as stated in clause 2.6.2 may meet on a quarterly basis. At such meetings:

- (i) The Authority shall review stock levels at each of the Premises and Locations with a view to placing further POs for additional Goods.
- (ii) The Supplier shall provide data on deliveries that are scheduled to take place within the next calendar month for each Premises and Location or any other agreed point(s) of delivery, where applicable
- (iii) Issues relating to future deliveries of the Goods and any issues incurred in the month immediately prior to such meeting;
- (iv) Delivery schedules,
- (v) Invoicing,
- (vi) Overview of any innovation, product performance/enhancement, service redesign and horizon plans,
- (vii) Supplier input/issues on Contract performance, and
- (viii) Discuss such other matters as the parties may consider appropriate.

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') 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). The request for management information may include:

- Quality of delivery in accordance with the Contract
- Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Contract)

**3. CONFIDENTIAL INFORMATION (if applicable)****(3.1) The following information shall be deemed Confidential Information:**

The pricing and individual contact details.

Management Information and the Performance of goods.

**(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:**

Not applicable

|   |
|---|
| <b>5. LEASE / LICENSE (if applicable)</b>   |
| <b>(5.1) The Authority is granting the following lease or licence to the Supplier:</b><br><br>Not applicable. |

|   |  |
|---|--|
| <b>Signature</b><br><b>For and on behalf of the Authority</b><br><br>Date Signed:    14th April 2025 | <b>Signature</b><br><b>For and on behalf of the Supplier</b><br><br>Date Signed:    11/04/2025 |
|---|--|

## **Annex A – Order Specific Key Provisions**

### **Introduction**

This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of the Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form.

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

1.1. The Supplier shall deliver the goods to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex B 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 Following countersignature of the Contract, the Authority will issue a unique individual purchase order ("the **PO**") for each order required. 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 each PO.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED]

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.

2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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 If you have a query regarding an outstanding payment, please contact our Accounts

Payable section by email to: [REDACTED]

**Annex B – Goods Information and Pricing****Table 1**

| Product Description                        | Product Code | Pack Size/UOM | Price per Product (£) |
|--|--------------|---------------|-----------------------|
| MPLC TOTALNA ISOL.KIT[1]LYSIS/BIND.BUF.REF | 03246779001  | 1 Piece       | ████                  |
| MAGNA PURE 96 PROCESSING CARTRIDGE         | 06241603001  | 1 Piece       | ████                  |
| MAGNA PURE 96 OUTPUT PLATE                 | 06241611001  | 1 Piece       | ████                  |
| MAGNA PURE FILTER TIPS (1000 UL)           | 06241620001  | 1 Piece       | ████                  |
| MAGNA PURE 96 DNA AND VIRAL NA LV KIT      | 06374891001  | 144 Pieces    | ████                  |
| MAGNA PURE 96 INTERNAL CONTROL TUBE        | 06374905001  | 1 Piece       | ████                  |
| MAGNA PURE 96 EXTERNAL LYSIS BUFFER        | 06374913001  | 1 Piece       | ████                  |
| MAGNA PURE 96 BACTERIAL LYSIS BUFFER       | 06374921001  | 1 Piece       | ████                  |
| MAGNA PURE 96 SYSTEM FLUID (INTERNAL)      | 06430112001  | 1 Piece       | ████                  |
| MAGNA PURE 96 DROP CATCHER                 | 06541119001  | 1 Piece       | ████                  |
| MAGNA PURE 96 BARCODE SCANNER              | 06541143001  | 1 Piece       | ████                  |
| MAGNA PURE 96 NEEDLE SET OF 4              | 06541194001  | 1 Piece       | ████                  |
| MAGNA PURE 96 WASTE COVER                  | 06541275001  | 1 Piece       | ████                  |
| MAGNA PURE 96 DNA AND VIRAL NA SV KIT      | 06543588001  | 576 Pieces    | ████                  |
| MAGNA PURE 96 LIGHTCYCLER 480 ADAPTER      | 06638996001  | 1 Piece       | ████                  |
| MAGNA PURE 96 ARCHIVE PLATE ADAPTER 4S     | 06639003001  | 1 Piece       | ████                  |
| MAGNA PURE 96 DNA TISSUE LYSIS BUFFER      | 06640702001  | 1 Piece       | ████                  |
| MAGNA PURE 96 SYSTEM FLUID (EXTERNAL)      | 06640729001  | 1 Piece       | ████                  |
| RNA PROCESS CONTROL KIT                    | 07099592001  | 576 Pieces    | ████                  |
| TIP CORE TIPS WITH FILTER, 50_L            | 07102127001  | 1 Piece       | ████                  |

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

|  |             |               |      |
|--|-------------|---------------|------|
| FLOW TUBES 2ML                         | 07128894001 | 1 Piece       | ████ |
| MAGNA PURE 24 PROCESSING CARTRIDGE     | 07345577001 | 1 Piece       | ████ |
| MAGNA PURE 24 TIP PARK/PIERCING TOOL   | 07345585001 | 1 Piece       | ████ |
| TIP CORE TIPS WITH FILTER, 300UL       | 07345607001 | 1 Piece       | ████ |
| FRAMESTRIP WITH FLAT CAPS-HIGH PROFILE | 07652275001 | 1 Piece       | ████ |
| MAGNA PURE 24 TOTAL NA ISOLATION KIT   | 07658036001 | 96 Pieces     | ████ |
| MAGNA PURE CFNA BUFFER SET             | 07794398001 | 96 Pieces     | ████ |
| MAGNA PURE 24 MGP SET                  | 07806361001 | 1 Piece       | ████ |
| MAGNA PURE TUBE 2.0ML                  | 07857551001 | 350 Pieces    | ████ |
| RNA Process Control Kit                | 07099622001 | 1 Kit         | ████ |
| MAGNA PURE DNA TISSUE LYSIS BUFFER     | 04805160001 | 1 Piece       | ████ |
| Co-Filter Tips 1000 uL                 | 09945920001 | 1 Pack        | ████ |
| LightCycler 480 Multiwell Plate 96     | 04729692001 | 5 x 10 plates | ████ |
| LightCycler 480 Sealing Foil           | 04729757001 | 50 foils      | ████ |
| MagNA Pure Sealing Foil                | 06241638001 | 100 foils     | ████ |
| FastStart DNA Master HybProbe          | 03003248001 | 1 Kit         | ████ |

**The prices above are exclusive of VAT and subject to annual indexation in line with the Retail Price Index (RPI) per annum and will be reviewed annually in accordance with the terms of the agreement.**