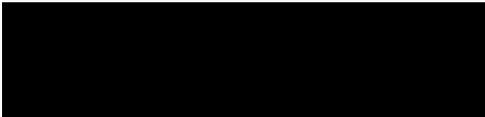
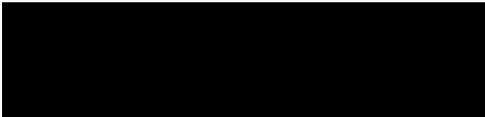
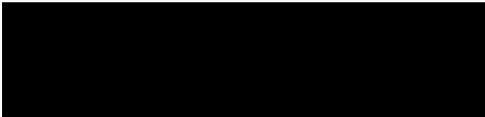
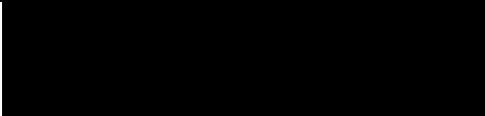
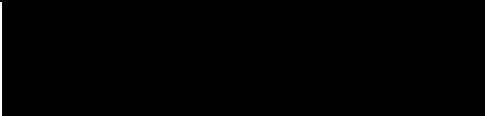
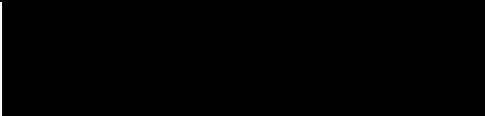
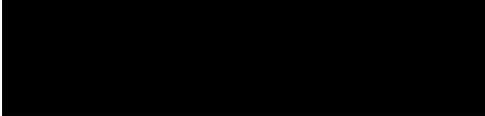
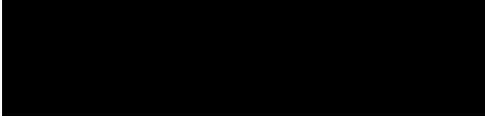
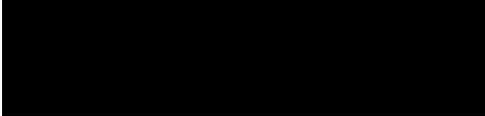


Appendix 1**National Microbiology Framework Agreement
Order Form****FROM**

Authority:	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 4PU (the “ Authority ”).
Invoice address:	All invoices must be sent, quoting a valid purchase order number (PO Number), to: payables@ukhsa.gov.uk UKHSA Billing Address: Accounts Payable. UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
Contract Manager:	Name:  Phone:  E-mail: 
Secondary Contact: eg. business operational contact, project manager	Name:  Phone:  E-mail: 
Procurement lead	Name:  Phone:  E-mail: 
Name and address for notices:	Name:  Address: UK Health Security Agency of 10 South Colonnade, London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C403374

TO

Supplier:	Altona Diagnostics UK Limited No. 1 St. Paul's Square, Liverpool, Merseyside,
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

	United Kingdom, L3 9SJ Companies House Registration Number: 10641789
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: No. 1 St. Paul's Square, Liverpool, Merseyside, United Kingdom, L3 9SJ

Applicable terms and conditions

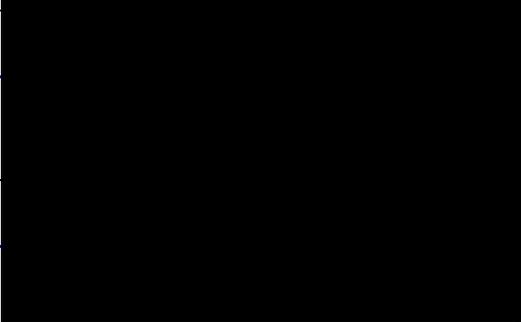
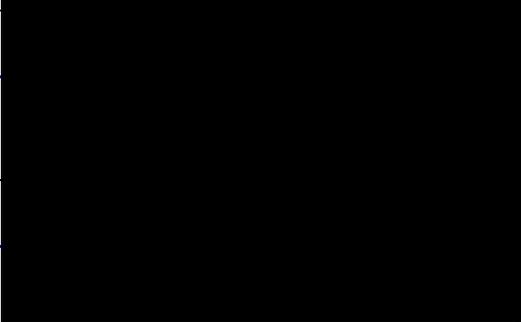
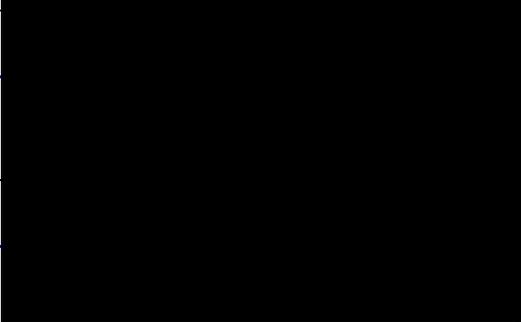
The following terms and conditions are applicable to the Contract for this Order:

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 checked="" 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	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)	
	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"/>		

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 checked="" 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 checked="" 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)

1. CONTRACT DETAILS
(1.1) Commencement Date: The date of the last signature on this Order Form.
(1.2) Services Commencement Date (if applicable): The Services shall be provided from the date of expiry of the twelve (12)-month warranty period.
<p>1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1. The maximum value of the Goods and Services that can be ordered under this Contract is six hundred seventy-nine thousand one hundred ninety-two pounds (£679,192.00) only (excluding VAT). (the "Contract Price").</p> <p>1.3.2. Full details of the Contract Price are contained in Annex B. For the avoidance of doubt, the Authority is not required to order Goods or Services up to the full Contract Price.</p> <p>1.3.3. The Contract Price within Annex B shall remain fixed for first the twelve (12) months from the Commencement Date and not be subjected to any indexation. Any subsequent annual increases shall be limited to the Consumer Price Index.</p>
(1.4) Term of Contract: The initial term of the Contract shall be five (5) years from the final Contract signature date.
(1.5) Term extension options: The Contract can be extended for a further twenty (24) months after the initial term.

2. GOODS AND/OR SERVICES REQUIREMENTS					
(2.1) Description of the Goods / Services: The Supplier shall provide the Goods and Services outlined in Annex B.					
<p>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:</p> <p>2.2.1 The Supplier shall deliver the Goods and Services to the sites listed in below:</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Premises and Location(s)</th> <th>Delivery Contract</th> </tr> </thead> <tbody> <tr> <td>UKHSA Birmingham Pathology, Heartlands Hospital, Bordesley Green East, Birmingham, B9 5SS</td> <td rowspan="2"></td> </tr> <tr> <td>UKHSA Manchester, Manchester Medical Microbiology Partnership, Clinical Sciences Buildings, Manchester University NHS</td> </tr> </tbody> </table>	Premises and Location(s)	Delivery Contract	UKHSA Birmingham Pathology, Heartlands Hospital, Bordesley Green East, Birmingham, B9 5SS		UKHSA Manchester, Manchester Medical Microbiology Partnership, Clinical Sciences Buildings, Manchester University NHS
Premises and Location(s)	Delivery Contract				
UKHSA Birmingham Pathology, Heartlands Hospital, Bordesley Green East, Birmingham, B9 5SS					
UKHSA Manchester, Manchester Medical Microbiology Partnership, Clinical Sciences Buildings, Manchester University NHS					

Foundation Trust Oxford Road, Manchester, M13 9WL	
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2.2.2 All planned Services delivery shall be pre-advised by the Supplier to the Authority’s primary delivery contact stated in Table 1 (individually or collectively be known as the “Delivery Contact”) at least forty-eight (48) hours prior to attendance.

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;
- Full service detail at item level and any special instructions originally entered for Authority’s Order (e.g. project).

2.2.4 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.

2.2.5 Delivery of the Goods/Services shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority’s nominated location has agreed that the delivery, installation and any validation work has been carried out to the Supplier’s specification and has signed the delivery note to confirm acceptance.

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

Not applicable.

(2.4) Performance standards:

2.4.1 The Supplier shall ensure it complies with the KPIs outlined in Table 2 below:

Table 2

KPI	Definition	Formula	Target	Frequency
Fault Report Response Time	Time from fault notification to first update on next steps	Avg (First Update – Fault Report)	[REDACTED]	Monthly
On-Site Response Time	Time from first update to engineer arrival on-site	Avg (Onsite Arrival – First Update)	[REDACTED]	Monthly
On-time Delivery	Delivery in accordance with specification within six weeks	(Delivered within six (6) weeks ÷ Total POs) × 100	[REDACTED]	Per PO

	of Authority issuing a PO		
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2.4.3. The Goods shall be delivered, installed and commissioned within six (6) weeks of the Supplier receiving a purchase order from the Authority.

(2.5) Quality standards: The Supplier shall comply with quality standards outlined in Annexes C, D, E, F, G and H.

(2.6) Contract monitoring arrangements: The Authority Contract Manager (or their delegate) and the Supplier Contract Manager may meet Monthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier’s performance and other matters connected to the delivery of the Contract.

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management 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).

- 2.7.2. Performance and key performance indicators to be reported by the Supplier including:
- Compliance to processes: Delivery and invoicing processes as stated in Annex A of this Order Form;
 - Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered);
 - 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);
 - 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);
 - List of current equipment (the “Asset Register”);
 - Schedule of the equipment for Planned Maintenance in the forthcoming month;
 - Schedule of the completed equipment Planned Maintenance;
 - Number of service call outs received with reference to associated equipment serial number;
 - Equipment performance reviewed including levels of equipment break down;
 - Review of time to fix rate resolution; and
 - Details of callouts by location, including root cause analysis; and repairs carried out at each site.

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 Supplier representatives

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

• 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)

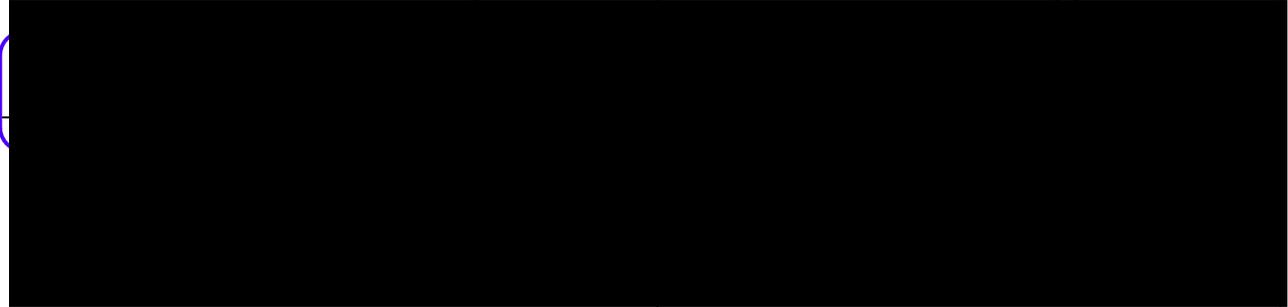
(4.1) Personal Data to be processed by the Supplier:

In accordance with the Data Protection Protocol.

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	For and on behalf of the Supplier
	
Date Signed: 15.12.25	Date Signed: 15 DEC 2025

Annex A

Order Specific Key Provisions

1. Invoicing Terms

1.1. Payment terms are net 30 days from receipt of a valid invoice.

1.2. 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.

1.3. The Supplier shall provide an invoice to the Authority for all Goods delivered to the Authority.

1.4. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@ukhsa.gov.uk and their agreed representative before being submitted for payment.

1.5. 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.

1.6. 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.

1.7. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: payables@ukhsa.gov.uk.

Annex B - Description of the Goods / Services:

	Product Code	Quantity	Unit Price
AltoStar® Molecular Diagnostic Workflow (includes AM16 Automation System, PC & Monitor, Automated Plate Sealer, Connect Software) – for extraction and PCR set up	AM16		
Delivery, Installation (including agreed remedial works), Removal & Training	N/A		
AltoStar® Molecular Diagnostic Workflow (includes AM16 Automation System, PC & Monitor, Automated Plate Sealer, Connect Software) – for extraction and PCR set up	AM16SERV		

Annex C – Installation Instructions



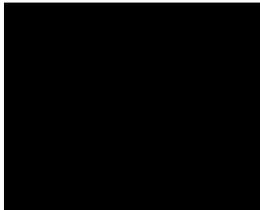
Annex D – Workflow Verification Report



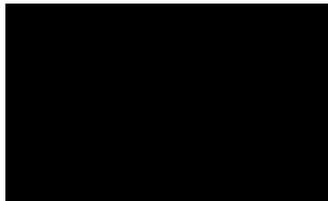
Annex E – Installation Checklist



Annex F – Training



Annex G - Installation Qualification (IQ) and Operational Qualification (OQ)



Annex H – Service and Maintenance

