

SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE
and
Cepheid UK Limited

AGREEMENT OF VARIATION
No. 2

relating to the supply of Services under a contract C262281 dated 18th
April 2024

THIS AGREEMENT is signed and dated as per the signatory information on page 7 (the “**Agreement**”) **BETWEEN:**

- (1) The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of 10 South Colonnade London E14 4PU (the “**Authority**”); and
- (2) Cepheid UK Limited, a company registered in United Kingdom whose registered office is at Oakley Court Kingsmead Business Park, Frederick Place, High Wycombe, England, HP11 1JU (the “**Supplier**”), together the “**Parties**” and each a “**Party**”.

BACKGROUND:

A. The Authority and the Supplier are Parties to a contract for the supply of maintenance and care of Cepheid system assets dated 18/04/2024 (Atamis Ref C262281) through the National Microbiology Framework Agreement for the supply of Goods and Services (the “**Contract**”).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1 TERMS DEFINED IN THE CONTRACT

1.1 In this Agreement, unless stated to the contrary, terms defined in the Contract and used in this Agreement have the meanings set out in the Contract. The rules of interpretation set out in the Contract shall apply to this Agreement. References to the Contract shall mean the Contract as amended by the Previous Variations and from time to time thereafter.

2. VARIATION

2.1 With effect from the date of the Authority’s signature of this variation, the Parties agree to amend the Contract by:

A) **deleting**

1.3.1. The maximum value of the Services that can be ordered under this Contract shall be thirty-six thousand, three hundred and forty-two pounds and zero pence only (£36,342.00) (the “**Contract Price**”).

and

replacing

1.3.1 The maximum value of the Services that can be ordered under this Contract shall be £81,817.58 (eighty-one thousand, eight hundred and seventeen pounds and fifty-eight pence) only (the “**Contract Price**”).

B) Deleting

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	████████
Cambridge	808823	GeneXpert XVI Desktop	Advantage Plan	31/03/2025	████████
Birmingham	801525	GeneXpert XVI Laptop	Advantage Plan	31/03/2025	████████
Birmingham	806245	GeneXpert IV Laptop	Advantage Plan	31/03/2025	████████
Colindale (NMRS)	110013170	GeneXpert IV Laptop	Advantage Plan	31/07/2025	████████
Colindale (NMRS)	808878	GeneXpert IV Laptop	Advantage Plan	31/07/2025	████████
Total Price (ex VAT)					£36,342.00

and

replacing

Table 1 – Contract Price Breakdown (ex VAT)

Lab	S/N	Instrument	Cover	Start date	End date	Quote
Cambridge	801523	GeneXpert XVI Laptop	Advantage Plan	01/04/2025	31/03/2026	████████
Cambridge	808823	GeneXpert XVI Desktop	Advantage Plan	01/04/2025	31/03/2026	████████
Birmingham	801525	GeneXpert XVI Laptop	Advantage Plan	01/04/2025	31/03/2026	████████
Birmingham	806245	GeneXpert IV Laptop	Advantage Plan	01/04/2025	31/03/2026	████████
Birmingham	110022505	Cepheid 4 colour module	Advantage Plan	04/01/2025	31/03/2026	████████
NMRS	808878	GeneXpert IV Laptop	Advantage Plan	01/08/2025	31/03/2026	████████
NMRS	110013170	GeneXpert IV Laptop	Advantage Plan	01/08/2025	31/03/2026	████████
Manchester	110022624	GeneXpert 4	Advantage Plan	22/11/2024	31/03/2026	████████

C) Deleting

Table 3 – Premises and Locations

Site	Address	Postcode	Delivery Contact	Email and Contact Number
UKHSA Cambridge	Addenbrookes Hospital UKHSA Laboratory Cambridge	CB2 0QW	██████ ██████	Phone: ██████████ Email: ██████████
UKHSA Birmingham	Birmingham Heartlands Hospital (UKHSA) Bordesley Green East Pathology POCT Birmingham	B9 5SS	██████ ██████	Phone: ██████████ Email: ██████████
UKHSA Colindale (NMRS)	UKHSA Colindale (NMRS) 61 Colindale Avenue	NW9 5EQ	██████████	Phone: ██████████ Email: ██████████
	UKHSA Bay 3 Central Warehouse London			

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Table 3 – Premises and Locations

Site	Address	Postcode	Delivery Contact	Email and Contact Number
UKHSA Cambridge	Addenbrookes Hospital UKHSA Laboratory Cambridge	CB2 0QW	██████ ██████	Phone: ██████████ Email: ██████████



UKHSA Birmingham	Birmingham Heartlands Hospital (UKHSA) Bordesley Green East Pathology POCT Birmingham	B9 5SS	[REDACTED] [REDACTED]	Phone: [REDACTED] Email: [REDACTED]
UKHSA Colindale (NMRS)	UKHSA Colindale (NMRS) 61 Colindale Avenue	NW9 5EQ	[REDACTED]	Phone: [REDACTED] Email: [REDACTED]
UKHSA Manchester	Manchester Royal Infirmary Manchester University NHS FT Oxford Road	M13 9WL	[REDACTED] [REDACTED]	Phone: [REDACTED] Email: [REDACTED]

2.2 Pursuant to clause 1.5.1 of the Order Form and in accordance with clause 15.2 of Schedule 2 of the Framework Terms and Conditions, the Term of the Contract shall be extended by 12 months from 31st March 2025 to 31st March 2026.

2.3 Except as set out in Clause 2.1 of this Variation Agreement, the Contract shall continue in full force and effect.

3. THIRD PARTY RIGHTS

3.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated, or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

4. GOVERNING LAW AND JURISDICTION

4.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

4.2 The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

SIGNED:

For and on behalf of the Authority:	For and on behalf of the Supplier:
Full Name: [REDACTED] Job Title/Role: [REDACTED] Date Signed: 2nd December 2024	Full Name: [REDACTED] Job Title/Role: [REDACTED] Date Signed: 02/12/2024