

Appendix 1

**National Microbiology Framework Agreement
Order Form – C235615**

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 E-mail: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Reference: C235615

TO

Supplier:	QIAGEN LTD Citylabs 2.0 Hathersage Road Manchester England M13 0BH Company Number: 02858916
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Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: QIAGEN LTD Address: Citylabs 2.0 Hathersage Road Manchester England M13 0BH

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 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	<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>1. TUPE applies at the commencement of the provision of Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>2. TUPE on exit</td> <td><input type="checkbox"/></td> </tr> <tr> <td>3. Different levels and/or types of insurance</td> <td><input type="checkbox"/></td> </tr> <tr> <td>4. Induction training for Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>5. Further Authority obligations</td> <td><input type="checkbox"/></td> </tr> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>7. Inclusion of a Change Control Process</td> <td><input type="checkbox"/></td> </tr> <tr> <td>8. Authority step-in rights</td> <td><input type="checkbox"/></td> </tr> <tr> <td>9. Guarantee</td> <td><input type="checkbox"/></td> </tr> <tr> <td>10. Termination for convenience</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>11. Pre-Acquisition Questionnaire</td> <td><input type="checkbox"/></td> </tr> <tr> <td>12. Time of the essence (Goods)</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>13. Time of the essence (Services)</td> <td><input type="checkbox"/></td> </tr> <tr> <td>14. Specific time periods for inspection</td> <td><input type="checkbox"/></td> </tr> <tr> <td>15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A</td> <td><input type="checkbox"/></td> </tr> <tr> <td>16. Right to terminate following a specified number of material breaches</td> <td><input type="checkbox"/></td> </tr> <tr> <td>17. Expert Determination</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>18. Consigned Goods</td> <td><input type="checkbox"/></td> </tr> <tr> <td>19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises</td> <td><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"/>	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 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"/>	(only applicable if one or more boxes are checked)
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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):

Not applicable.

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

1.3.1. The maximum value of the equipment that can be ordered under this Contract shall be forty-six thousand, five hundred and eighty-six pounds and thirty-eight pence only (£46,586.38) (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 but is inclusive of all Supplier visits, labour and spare part fees.

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

1.3.5. Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):

Table 1 – Contract Price Breakdown (ex-VAT)

Catalogue Number	Product Description	List Price	Discount %	Price
9001611	QIAgility HEPA / UV (incl.Laptop)			
9001611	QIAgility HEPA / UV (incl.Laptop)			
9241774	QIAgility, Installation & Training			
9241774	QIAgility, Installation & Training			
Total Price (GBP)				

1.3.6. POs issued by the Authority in respect of this Contract do not form part of this Contract.

(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 in accordance with its terms, expire on 31st March 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:

Not applicable.

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

- 2.1.1 The Supplier shall provide the equipment listed in Table 1 of Clause 1.3.5 of this Order Form (the “**Goods**”) at the Premises and Locations listed in Section 2.2.
- 2.1.2 The specifications of the Goods (the “**Specifications of the Goods**”) are contained within Appendix 2 – Specifications of the Goods.
- 2.1.3 The Supplier shall provide the Services stated in Table 2 – Installation and Training (the “**Specification of the Services**”) for the Goods listed in Table 1 of this Order Form.

Table 2 – Installation and Training

Description	Details
Installation	<ul style="list-style-type: none"> •On-site installation provided by certified QIAGEN specialist •Set-up of the instrument hardware •Installation of the system software (if applicable)
Applications Training	<ul style="list-style-type: none"> •Introduction to the instrument and capabilities •Pre-run preparation •Operation of the instrument •Sample importing •Training on applicable advanced software functions based on the customer's intended application •PCR setup

	<ul style="list-style-type: none"> •Sample concentration normalization •Sample pooling •Serial dilution •Other specialty applications •Data/report acquisition •Hands-on training of assay and performing supervised run •Maintenance •Troubleshooting
Documentation/Certification	<ul style="list-style-type: none"> •Documentation of service in accordance with GMP/GLP requirements •Checklist of training topics •Training certificates for participants
Additional Information	All travel and labour costs are included. The Application Training is intended for a group of maximum 4 laboratory staff.

2.1.4 The warranty on the equipment listed in Table 1 is 12 months from installation and commissioning (the “**Warranty Period**”).

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

2.2.1 The Supplier shall provide the Goods and Services to the site detailed in Appendix 3 – Premises and Location (“**Premises and Location**”).

2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority’s delivery contacts (the “**Delivery Contacts**”) stated in Appendix 3 at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Location.

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

- a. Supplier name;
- b. Authority’s purchase order (“**PO**”) number.

2.2.4 The Delivery Contact will confirm:

- a. Booking reference number;
- b. Date and time of Supplier attending the relevant Premises and Location: and
- c. Premises and Location address where the Services shall be performed.

2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.6 The Authority shall ensure access to Premises and Locations by the Supplier is provided for the provision of the Services in accordance with clause 4.2 of the Call-Off Terms and Conditions.

2.2.7 The Delivery Contact will report any technical issues to:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

2.4.1 The Supplier shall ensure that the Goods are fit for purpose.

2.4.2 The Supplier shall deliver the Goods and Services in accordance with Good Industry Practice.

2.4.3 Timely delivery of the Goods and Services.

2.4.4 Quality of Services - Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.

2.4.5 Proof of the Services having been performed in accordance with Annex A, clause 1.

(2.5) Quality standards:

2.5.1 If the 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.

(2.6) Contract monitoring arrangements:

2.6.1 The Authority's Contract Manager and the Supplier's Contract Manager shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

(2.7) Management information and meetings:

Not applicable.

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:

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:**

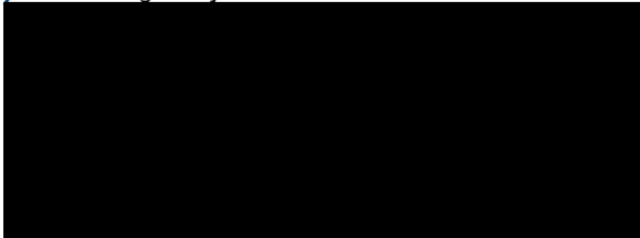
Not applicable.

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

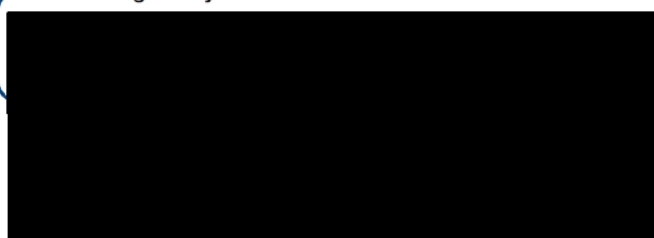
DocuSigned by:



Date Signed: 30/01/24

For and on behalf of the Supplier

DocuSigned by:



Date Signed: 29th January 2024

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 Goods up to, but not cumulatively exceeding the Contract Price.

1.2. The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.

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. 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 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.

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.

Appendix 2 – Specifications of the Goods

Technical data

QIAGEN reserves the right to change specifications at any time.

Environmental conditions

Operating conditions

Power	100–240 V AC, 50–60 Hz, 250 VA Mains supply voltage fluctuations are not to exceed 10% of the nominal supply voltages.
Fuse	F5A 250 V fuse
Overvoltage category	II
Air temperature	15–30°C (59–86°F)
Relative humidity	40–70%
Altitude	Up to 2000 m (6500 ft.)
Place of operation	For indoor use only
Pollution level	2
Environmental class	3K2 (IEC 60721-3-3) 3M2 (IEC 60721-3-3)

Transportation conditions

Air temperature	–25°C to 60°C (–13°F to 140°F) in manufacturer's package
Relative humidity	Max. 75% (noncondensing)

Storage conditions

Air temperature 15°C to 30°C (59°F to 86°F) in manufacturer's package

Relative humidity Max. 75% (noncondensing)

Mechanical data and hardware features

Dimensions	Width: 54 cm (21.3 in.) Depth: 63 cm (24.8 in.) without cables 72 cm (28.3 in.) with cables Height: 45 cm (17.7 in.) lid closed 86 cm (33.9 in) lid open
Mass	41 kg (90.2 lb.) standard configuration
Capacity	Up to 96 samples per run
Software	QIAgility Software is supplied with the QIAgility System. Default protocols are available for use with the QIAgility Software and can be downloaded from www.qiagen.com/qoto/QIAgility .

Waste Electrical and Electronic Equipment (WEEE)

This section provides information about disposal of waste electrical and electronic equipment by users.

The crossed-out wheeled bin symbol (see below) indicates that this product must not be disposed of with other waste; it must be taken to an approved treatment facility or to a designated collection point for recycling, according to local laws and regulations.

In the European Union, the European Directive 2002/96/EC on WEEE requires proper disposal of electrical and electronic equipment when it reaches its end of life.

The separate collection and recycling of waste electronic equipment at the time of disposal helps to conserve natural

Maintenance Procedures

8 Maintenance Procedures

The following maintenance procedures must be carried out to ensure reliable operation of the QIAgility:

- Cleaning the QIAgility
- Minor corrective maintenance

Following these procedures ensures that the QIAgility is free of dust and liquid spills.

Important: Switch the instrument off and disconnect the line power cord from the power outlet before servicing.

**WARNING/
CAUTION**



Risk of electric shock
Do not open any panels on the QIAgility.
Risk of personal injury and material damage
Only perform maintenance that is specifically described in this user manual.

[W14]

Servicing

The QIAgility is supplied with a warranty that lasts for 1 year, beginning on the date of shipment. The warranty includes all repairs due to mechanical breakdown. Application development, software upgrades, accessories, and disposable items are not included in the warranty.

QIAGEN offers comprehensive Service Support Agreements, including Warranty Extensions, Full Cover Support Agreements, and instrument/application training, including on-site installation. Service Support Agreements maximize productivity and ensure high performance from your instrument. In addition, service histories are fully documented and all parts are certified and guaranteed.

Contact your local QIAGEN Field Service Specialist or your local distributor for more information about flexible Service Support Agreements from QIAGEN.

Appendix 3 – Premises and Location

Site	Address	Postcode	Delivery Contact	Email and Contact Number
UKHSA Bristol	2 Rivergate, Temple Quay Bristol	BS1 6EH		