

National Microbiology Framework Agreement
Order Form
Reference C378416
Cepheid UK Limited

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, Canary Wharf, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contacts: business operational contact/project manager	Name: [REDACTED] E-mail: [REDACTED] Or in their absence, Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU
Internal reference (if applicable):	W188642

TO:

Supplier:	Cepheid UK Limited, Unit 4 Blythe Valley Innovation Centre, Central Boulevard, Blythe Valley Business Park, Solihull, B90 8AJ, United Kingdom (the “Supplier”)
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] E-mail: [REDACTED] Address: Cepheid UK Limited, Unit 4 Blythe Valley Innovation Centre, Central Boulevard, Blythe Valley Business Park, Solihull, B90 8AJ, United Kingdom

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 Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	(only applicable if one or more boxes are 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"/>
	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"/>	
	24. 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"/>	

1. CONTRACT DETAILS

(1.1) Commencement Date: As per date of UKHSA signature within this document.

(1.2) Services Commencement Date (if applicable):

The warranty period shall commence on the date of successful installation and acceptance of the equipment by the Authority and shall remain in effect for a period of one (1) year from that date, covering all parts and labour.

The two (2)-year Advantage Service Agreement under this Contract shall provide continued support and servicing of the equipment for a total period of two (2) years.

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

1.3.1 The total contract value shall be fifty-six thousand, three hundred and ninety-eight pounds and zero pence (£56,398.00) (Excl. VAT) (the **“Total Contract Value”**).

1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.

1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on the date of UKHSA signature of this document (the **“Commencement Date”**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 15th August 2028 (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 30 days’ written notice.

(1.5) Term extension options:

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods and Services (the **“Specification”**) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase of a GENEXPERT IV R2, 4 MODULE, LAPTOP, 10C system and 2-year GX 4-4 Advantage Service Agreement.

Quote reference Number: Q-63049

Systems & Accessories :

Part number	Description	List price (excl.VAT)	Discount from list price	Net price (excl.VAT)	Qty	Total Price (excl.VAT)
GXIV-4-L-10C	GENEXPERT IV R2, 4 MODULE, LAPTOP, 10C					
					Total Price (excl.VAT)	

Service Agreement :

Part Number	Description	Number of Years	List price per year (excl.VAT)	Net price per year (excl.VAT)	Qty	Total amount of the service agreement (excl.VAT)
GX44A2Y	2 Year GX 4-4 Advantage Service Agreement					
					Total Price (excl.VAT)	

Advantage Service Agreement Specification:**Table A: Cepheid Advantage Service Plan****Advantage Service Agreement includes:**

Telephone Technical Support: Cepheid will provide telephone technical support through its Technical Support Call Center. Technical Support personnel is available during regular office hours from 8:00 am – 6:00 pm (CET), Monday to Friday and on-call basis (except local public holidays). Outside of these hours Technical Support will not be available on 1st of May, 25th of December and 1st of January. On Easter Monday the coverage will be reduced until 14.30 (GMT+1).

Services: On-site service calls are performed during normal working hours, Monday to Friday, from 8:00 am to 6:00 pm (Local Time), excluding local public holidays. Customer acknowledges that the Instruments may not be available for use during any scheduled maintenance and service visits and that Cepheid shall not be liable for such Instrument downtime.

Response Time: If a Customer requests a service visit to its facility, Cepheid will use reasonable efforts to schedule such a visit to occur within 2 working days for complete breakdown (system unavailable) and within 3 working days for partial breakdown (at least one module available) from the time Technical Support receives the request, subject to availability of Cepheid service personnel.

Preventive Maintenance: One annual preventive maintenance for all GeneXpert or GeneXpert Infinity is included in this agreement. This is provided through a preventive maintenance and is performed by a Cepheid engineer. Preventative Maintenance services must be requested and scheduled directly by Customer.

Product Warranty:

4. Limited Warranty. Cepheid represents and warrants that the Services provided under this Agreement shall conform to Cepheid's standards and that the parts supplied hereunder shall conform to Cepheid's specifications. Customer must make any claim for breach of this warranty within thirty (30) days of the date the Instrument Services were performed and prior to any unauthorised repair, change or modification has been made to any part of the Instrument. Cepheid's sole liability under the foregoing warranty is to re-service the Instrument(s) and/or repair or replace the defective part or, at Cepheid's option, return of the sum paid for such services. Cepheid does not warrant that the Services will render an Instrument to be error free, or that continued use and operation of the Instrument will be uninterrupted. Cepheid telephone support or remote monitoring support shall be provided "as is" without warranty of any kind. Except where expressly accepted in these terms and conditions, all warranties (including without limitation any implied warranties of satisfactory quality, merchantability or fitness for a particular purpose), conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law in connection with the Instrument Services (including without limitation any relating to performance, care and skill or compliance with representations) are, to the fullest extent permitted by law, excluded from the Agreement. Instrument Services do not cover replacement of parts or repairs for defects and damage resulting from: (a) Neglect, carelessness, or misuse including without limitation any use which is not in accordance with the instructions issued with the Instrument or its operating manuals, product documentation, and other appendices supplied by Cepheid, or improper or inadequate maintenance of the Instrument; (b) modification or repair of the Instrument other than by Cepheid or a party authorised by Cepheid to perform such modifications or repairs; (c) installation of any software or hardware, or use in combination with software or products that Cepheid did not supply to authorise to be used with the Instrument; (d) any electrical surges or voltages exceeding those outlined in the user manual or installation guide, or any damage caused by computer viruses or hackers; (e) transportation or relocation of the Instrument by any party not authorised or approved by Cepheid; (f) any damage resulting from the use of the Instrument or any Cepheid Products outside of standard user manual or usage guidelines identified on the product documentation supplied by Cepheid; and (f) any other defects or damage not caused by Cepheid. Any computer hardware is only covered if purchased directly from Cepheid. Failure of, damage to, or damage resulting from the use of a computer not supplied by Cepheid is not covered by the Instrument Services.

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

2.2.1 The Supplier shall deliver the Goods to the sites listed in Appendix 1.

2.2.2 All planned deliveries of Goods and performance of the Services shall be pre-advised by the

Supplier to the Authority's primary delivery contact stated below (**Delivery Contact**) at least 48 hours prior to attendance:

Primary delivery contacts:

Name: [REDACTED] (UKHSA Porton Down)

E-mail: [REDACTED]

Phone: [REDACTED]

Name: [REDACTED] (UKHSA Porton Down)

E-mail: [REDACTED]

Phone: [REDACTED]

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

- Supplier name;
- Authority's purchase order (PO) 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 Supplier attending the relevant Premises and Location; and
- Premises and Location address where the Services shall be performed.

2.2.5 Delivery of the Goods 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 service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

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

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days notice.

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

Name: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services.
- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with the invoice.

(2.5) Quality standards:

The Supplier shall provide the equipment detailed at 2.1 to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard; UKAS ISO 15189 "Medical Laboratories" accreditation at all times. The Supplier warrants that the machines meet all necessary safety, performance, and reliability criteria in accordance with relevant national and international legislation, including but not limited to ISO standards, CE marking (where applicable), and any other regulatory approvals required for clinical laboratory use.

(2.6) Contract monitoring arrangements:

2.6.1 At the Authority's request, the Authority's Contract Manager and the Supplier's Contract Manager may meet 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 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.

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
- 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:**

N/A

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods/Services to the locations set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendix 1 hereto, 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 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number for each location. 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 Services received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.
- 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; 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 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 Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

Appendix 1 – Location for Delivery of Goods/Services

Site	Point of contact
UK Health Security Agency – Porton Down UK Health Security Agency Manor Farm Road Porton Down Salisbury, Wiltshire SP4 0JG	