

**National Microbiology Framework Agreement
Order Form
Reference W156792
Altona Diagnostics 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, London, E14 4PU (the "Authority").
Invoice address:	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: payables@ukhsa.gov.uk
Contract Manager:	Name: Jackie Duggan E-mail: jackie.duggan@ukhsa.gov.uk
Secondary Contact: eg. business operational contact, project manager	Name: Richard Vipond E-mail: richard.vipond@ukhsa.gov.uk
Procurement lead	Name: Mantas Lukos E-mail: Mantas.Lukos@ukhsa.gov.uk
Name and address for notices:	Name: Ainsley Ritchie Email: Ainsley.ritchie@ukhsa.gov.uk Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W156792

TO

Supplier:	Altona Diagnostics UK Limited
Contract Manager:	Name: Martin Gallifant E-mail: martin.gallifant@altona-diagnostics.co.uk
Secondary Contact:	N/A
Account Manager:	Name: Stuart Cassey E-mail: stuart.cassey@altona-diagnostics.co.uk

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

Name and address for notices:	<p>Name: Stuart Cassey</p> <p>Address: No. 1 St. Paul's Square, Liverpool, Merseyside, L3 9SJ</p>

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)

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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 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 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 type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS

(1.1) Commencement Date: Contract will commence on the day both parties have signed the contract.

(1.2) Services Commencement Date (if applicable): N/A

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

No.	Product Name	UOI Qty	Price
322013	RealStar® WNV RT-PCR Kit 2.0	96	£887
541013	RealStar® Rift Valley Fever Virus RT-PCR Kit 1.0	96	£887
642013	RealStar® Lassa Virus RT-PCR Kit 2.0	2x48	£887
671013	RealStar® Yellow Fever Virus RT-PCR Kit 1.0	96	£887

Contract will have a value of £312,500.00.

(1.4) Term of Contract: The contract will commence once both parties have signed the contract and end after a period of 5 years.

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services: Altona diagnostics Limited PCR Kits as listed in section (1.3).

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

Rare and imported pathogens laboratory (RIPL)

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UK Health Security Agency
Manor Farm Road
Porton Down
Wiltshire
SP4 0JG

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

Name: Stuart Cassey

Address: No. 1 St. Paul's Square, Liverpool, Merseyside, L3 9SJ

Email - stuart.cassey@altona-diagnostics.co.uk

(2.4) Performance standards:

- The supplier shall deliver the goods to good industry standards

(2.5) Quality standards:

- The Supplier shall deliver the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

N/A

(2.7) Management information and meetings:

N/A

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:

N/A

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

In accordance with the Data Protection Protocol.

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5. LEASE / LICENSE (if applicable)
(5.1) The Authority is granting the following lease or license to the Supplier: N/A

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of
<div></div>	

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the services/goods to the Premises and Locations set out in Appendix 2 of this order form.
- 1.2. The Supplier will ensure that the provisions of service/goods re made in accordance with the terms of this Order Form including Appendices 1 and 2 and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid monthly 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. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide a consolidated 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: payables@ukhsa.gov.uk 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 UK Health Security Agency, 5th floor,10 South Colonnade, London, E14 4PU Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: payables@ukhsa.gov.uk.

Annex B

Order Specific Key Provisions

- UKHSA will have the right to terminate the agreement if any assays show inadequate performance.
- UKHSA will have the right to terminate the agreement if there is a new variant.
- Altona Diagnostics is to notify UKHSA, under a signed CDA, what the DNA sequences are of the primers and probes in the assays before purchase.
- Altona Diagnostics in their post marketing surveillance, must check the DNA sequences of the primers and probes regularly against databases of the recently circulating strains of viruses, and to update their primer and probe sequences if required. If Altona Diagnostics decide to perform this action, they must inform UKHSA of the new primer and probe sequences.

Appendix 1 – Description of the equipment and pricing

No.	Product Name	UOI Qty	Price
322013	RealStar® WNV RT-PCR Kit 2.0	96	£887
541013	RealStar® Rift Valley Fever Virus RT-PCR Kit 1.0	96	£887
642013	RealStar® Lassa Virus RT-PCR Kit 2.0	2x48	£887
671013	RealStar® Yellow Fever Virus RT-PCR Kit 1.0	96	£887

Contact is to last 5 years and have a value of £312,500.00 excl VAT.

Appendix 2 – Delivery location

UK Health Security Agency, Manor Farm Road, Porton Down, Wiltshire, SP4 0JG.