

**National Microbiology Framework Agreement  
Order Form  
Reference C152169  
QIAGEN Ltd**

**FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the <b>"Authority"</b> ).
<b>Invoice address:</b>	Post: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: business operational contact/project manager</b>	Name: [REDACTED] [REDACTED]
<b>Procurement lead</b>	Name [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] [REDACTED]  Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
<b>Internal reference (if applicable):</b>	CRE-ID 4215

**TO:**

<b>Supplier:</b>	QIAGEN Ltd, Citylabs 2.0, Hathersage Road, Manchester, M13 0BH (the <b>"Supplier"</b> )
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<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED] [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] [REDACTED] [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: QIAGEN Ltd Address: Citylabs 2.0, Hathersage Road, Manchester, M13 0BH E-mail: [REDACTED]

**Applicable terms and conditions**

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

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	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))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	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))
<b>Appendix H</b>	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 dated UKHSA counter signature of this document

**(1.2) Services Commencement Date (if applicable):**

N/A

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

1.3.1 The total contract value shall be thirty thousand, four hundred and fifty-eight pounds. (£30,458.00) (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 countersignature of this document (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2023 (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 90 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 (the “**Specification**”) as set out by the manufacturer:

### 2.1.1 This contract covers the purchase of one (1) EZ2 Connect benchtop instrument.

Home › Products › Discovery & Translational Research › DNA & RNA Purification › Instruments & Equipment › EZ2 Connect

## EZ2 Connect

For end-to-end automation of nucleic acid extraction, from reagent setup to elution

Product
Product Details
Service Plans
Resources



**Virtual Demo**  
Explore the virtual tour to learn more and see this product in action.  
[START TOUR](#)

**EZ2 Connect**  
Cat. No. / ID: 9903210

Benchtop instrument for automated isolation of nucleic acids from up to 24 samples in parallel, using sealed pre-filled cartridges; includes 1-year warranty on parts and labor

INQUIRE
REQUEST A DEMO

The EZ2 Connect is intended for molecular biology applications. This product is not intended for the diagnosis, prevention, or treatment of a disease.

### Features

- Purify DNA and RNA from as many as 24 samples at the same time
- Boost reproducibility and convenience with pre-filled reagent cartridges
- Cut down pretreatment efforts with on-board heating and reagent pipetting
- Achieve high sensitivity with large-volume (8 ml) processing
- Stay productive even outside the lab with GIAsphere connectivity

### Product Details

The EZ2 Connect automates its pre-filled cartridge-based workflows to process up to 24 samples at the same time. This benchtop instrument automatically pierces the sealed cartridges, heats samples for incubation, and automates pipetting of beads, buffers, even enzymes, to automate many pretreatment steps that were previously not automatable. Its intuitive touchscreen interface makes it easy to use, even for new lab workers. And with its remote connectivity feature, you can monitor your runs and manage your instrument even from outside the lab.

No matter what sample type you need to work with – whether FPPE samples, liquid biopsy samples, trace samples, cells, tissue, whole blood or other sample types – you can get an EZ2 Connect Kit that is run with preprogrammed protocols. Meet your research lab’s need for throughput, reproducibility and flexibility with EZ2 Connect.

**Do you work specifically with forensic applications?** Check out the forensics-designed features of EZ2 Connect Fx.

### Performance

The EZ2 Connect helps research labs attain a whole new level of flexibility and convenience by fully automating nucleic acid extraction from a wide variety of sample types.

Boost the speed and reproducibility of your experiments by drastically reducing manual pipetting steps and replacing them with EZ2 Connect’s pre-filled-reagent-cartridge system. Increase your lab throughput by processing up to 24 samples all at the same time.

Product | **Product Details** | Service Plans | Resources

One instrument, numerous applications.

The EZ2 Connect can process numerous sample types for various downstream applications when used with EZ1 Kits,\* EZ1&2 Kits\* and EZ2 Kits.\*

\* Note: For molecular biology applications, not intended for the diagnosis, prevention or treatment of a disease.

Compatible Kits:

- EZ1 Kit
- EZ1&2™ DNA FFPE Kit
- EZ1&2 DNA FFPE UNG Kit
- EZ1&2 cDNA Kit
- EZ2 Kit\*

Applications: FFPE, Liquid Biopsy, Cell Culture, Stem, Bone Marrow, Others. Downstream: PCR, qPCR, NGS.

### Specifications

Features	Specifications
Applications	Automated nucleic acid purification
Features	Magnetic-bead separation, on-board pipetting, heating function, automated reagent-cartridge piercing, UV-LED decontamination, remote c
Technology	Magnetic-particle technology
Main sample type	Cells, tissue, FFPE, liquid biopsy samples, trace samples, whole blood
Throughput	1–24 samples
Instrument dimensions	57.5 cm (22.6 in) x 72 cm (28.35 in) x 56 cm (22 in) (H x W x D)

2.1.2 The Supplier shall provide on-site installation and training.

2.1.3 The Supplier shall provide one year full warranty service for the EZ2 Connect benchtop instrument from delivery date.

**(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 3.

2.2.2 All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact stated below (individually or collectively be known as the **“Delivery Contact”**) at least 48 hours prior to attendance:

2.2.3 Primary delivery contact: Business Operational Contact: [REDACTED]

E-mail [REDACTED]

2.2.4 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).

2.2.5 The Delivery Contact will confirm:

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

2.2.6 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 is accepted as full and correct.

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

Name: [REDACTED]

Address: Citylabs 2.0, Hathersage Road, Manchester, M13 0BH

E-mail: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services in accordance with section 2.6 below.
- 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 in Appendix 1 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:**

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 on an annual basis may include:

1. List of current equipment (the "Asset Register");
2. Number of service call outs received with reference to associated equipment serial number;
3. Equipment performance reviewed including levels of equipment break down;
4. Review of response time and time to fix rate resolution
5. Details of callouts by location, including root cause analysis; and
6. Repairs carried on-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
- 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.

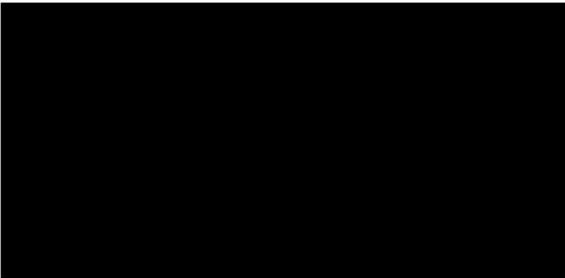
**4. DATA PROCESSING (if applicable)**

**(4.1) Personal Data to be processed by the Supplier:**  
In accordance with the Data Protection Protocol.

**5. LEASE / LICENSE (if applicable)**

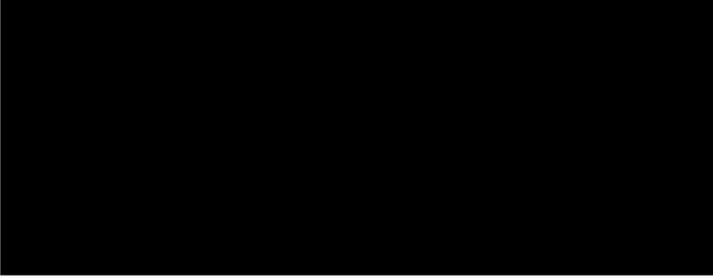
**(5.1) The Authority is granting the following lease or licence to the Supplier:**  
N/A

**Signature for and on behalf of the Authority:**



Date Signed: 27th March 2023

**Signature for and on behalf of the Supplier:**



Date Signed: 23/03/2023

## Annex A

### Order Specific Key Provisions

#### 1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods to the locations set out in Appendix 3 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 Appendices 1, 2 and 3 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. 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.
- 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, Nobel House, Smith Square, London, SW1P 3JR Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:  
[REDACTED]

**Appendix 1 – Description of Goods/ Services**

No.	Quantity	Catalog #	Product	Total Price (ex vat)
1		9003210	EZ2 Connect	
2		9245570	EZ2 Connect, Full Agreement	
3		9245572	EZ2 Connect, Installation & Training	
<b>Total (ex Vat)</b>				<b>£30,458.90</b>

**Appendix 2 – Warranty Service**

<b>Full Agreement</b>
On-site EZ2 Connect instrument repair
Including travel, labour and parts, for a period of one year.
Response time of two business days
Includes one Preventive Maintenance or Inspection Service during the Full Agreement period.

**Appendix 3 – Location for Delivery of Goods/ Services**

Site	Address	Point of contact
UK Health Security Agency Centre for Infection UK NEQAS UK NEQAS for Microbiology	61 Colindale Avenue LONDON, NW9 5EQ	