



SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

and

Qiagen Limited

AGREEMENT OF VARIATION # 1

Relating to Contract Ref: C50936 (previously ecm_6308) - PHE_Scientific (Bristol and Cambridge) - Blood Borne Viruses (CapEx) under 2020/S 217-533940 National Microbiology Framework Terms and Conditions dated 23rd November 2018.

THIS AGREEMENT is signed and dated on the date of the Authority's signature (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) Qiagen Limited, a company registered in England with registration number 02858916, whose registered office is at Citylabs 2.0 Hathersage Road, Manchester, England, M13 0BH.

(the **"Supplier"**),

together the **"Parties"** and each a **"Party"**

BACKGROUND:

- A. The Authority and the Supplier are Parties to a contract: PHE_Scientific (Bristol and Cambridge) - Blood Borne Viruses (CapEx) dated 23rd November 2018 – Contract Reference: C50936 (previously ecm_6308) (the **"Contract"**).
- B. The Parties wish to amend the Contract as set out in this Agreement.

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.

2 VARIATION

- 2.1 With effect from the date of the Authority's signature of this variation, (the **"Variation Date"**) the Parties agree to amend the Contract.
- 2.2 The Contract Reference number has changed from ecm_6308 to C50936.
- 2.3 Pursuant to clause 2.1 of Schedule 1 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 December 2023 to 31st December 2024.

2.4 The maximum Contract Price has been increased from £1,334,000.00 (one million, three hundred and thirty-four thousand pounds) to £1,384,000.00 (one million, three hundred and eighty-four thousand pounds).

2.5 The Contract Prices of the Consumables included in the Contract have been amended as below:

2.4.1 The below Contract Prices of the Consumables will be valid until 30th June 2024:

S No.	Quantity	Catalog #	Product	Unit Price [GBP]	Total Price [GBP]
1	1	100100	NeuMoDx Cartridge		
2	1	100200	NeuMoDx Extraction Plate		
3	1	201300	NeuMoDx HBV, Quant Test Strip		
4	1	235903	CO-RE Tips 300 µL with Filters (5760)		
5	1	235905	CO-RE Tips 1000 µL with Filters (3840)		
6	1	300300	NeuMoDx HCV, Quant Test Strip		
7	1	300500	NeuMoDx HIV-1, Quant Test Strip		
8	1	400100	NeuMoDx Wash Reagent		
9	1	400200	NeuMoDx Release Reagent		
10	1	400400	NeuMoDx Lysis Buffer 1		
11	1	400600	NeuMoDx Lysis Buffer 3		
12	1	800102	NeuMoDx HBV Calibrators		
13	1	800202	NeuMoDx HCV Calibrators		
14	1	800304	NeuMoDx HIV-1 Calibrators		
15	1	900102	NeuMoDx HBV External Controls		
S No.	Quantity	Catalog #	Product	Unit Price [GBP]	Total Price [GBP]
1	1	900202	NeuMoDx HCV External Controls		
2	1	900301	NeuMoDx HIV-1 External Controls		

2.4.2 After 30th June 2024, the below Contract Prices of the Consumables will be used:

S No.	Quantity	Catalog #	Product	Unit Price [GBP]	Total Price [GBP]
1	1	100100	NeuMoDx Cartridge		
2	1	100200	NeuMoDx Extraction Plate		
3	1	201300	NeuMoDx HBV, Quant Test Strip		
4	1	235903	CO-RE Tips 300 µL with Filters (5760)		
5	1	235905	CO-RE Tips 1000 µL with Filters (3840)		
6	1	300300	NeuMoDx HCV, Quant Test Strip		
7	1	300500	NeuMoDx HIV-1, Quant Test Strip		
8	1	400100	NeuMoDx Wash Reagent		
9	1	400200	NeuMoDx Release Reagent		
10	1	400400	NeuMoDx Lysis Buffer 1		
11	1	400600	NeuMoDx Lysis Buffer 3		
12	1	600100	NeuMoDx Biohazard Waste Bag		
13	1	601000	NeuMoDx 96 Biohazard Tip Waste Bag		
14	1	800102	NeuMoDx HBV Calibrators		
15	1	800202	NeuMoDx HCV Calibrators		

S No.	Quantity	Catalog #	Product	Unit Price [GBP]	Total Price [GBP]
1	1	800304	NeuMoDx HIV-1 Calibrators		
2	1	900102	NeuMoDx HBV External Controls		
3	1	900202	NeuMoDx HCV External Controls		
4	1	900301	NeuMoDx HIV-1 External Controls		
5	1	9245214	NeuMoDx 96, Premium Agreement		

2.6 The Contract Prices of the Consumables shall be valid for Consumables delivered to UK Health Security Agency, Southmead Hospital, Bristol, BS10 5NB, only.

2.7 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.

For and on behalf of the Supplier:	For and on behalf of the Authority:
Full Name: [REDACTED]	Full Name: [REDACTED]
Job Title/Role: [REDACTED]	Job Title/Role: [REDACTED]
Date Signed: April 23, 2024	Date Signed: 26/4/24