National Microbiology Framework Agreement Order Form Reference C105295

FROM

Authority:	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 "Authority").
Invoice address:	Post: The UK Health Security Agency,
	Nobel House, Smith Square, London, SW1P 3JR Email
Contract Manager:	Name
Secondary Contact: business operational contact/project manager	Name:
Procurement lead	Name:
Name and address for notices:	Name:
	Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
Internal reference (if applicable):	CRE ID3994

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	Supplier
Central Road, Dartford, DA1 5LR (the "Supplier")	Luminex Corporation, DiaSorin UK,

Contract Manager:	Name:
Secondary Contact:	Name:
Account Manager:	Name:
Name and address for notices:	
	Address: Luminex Corporation, DiaSorin UK, Central Road, Dartford, DA15LR

Applicable terms and conditions

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

		 Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services 	
		5. Further Authority obligations	
		4. Induction training for Services	
		3. Different levels and/or types of insurance	
		2. TUPE on exit	
		 TUPE applies at the commencement of the provision of Services 	
cliecked)	ked:	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		Further Optional Additional Call-off Terms and Conditions	Appendix H
☐ (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))	ns ces	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	Appendix G
☐ (only applicable if this box is checked)	ns	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	Appendix F
☐ (only applicable if this box is checked)	ns	Optional Additional Call-off Terms and Conditions for Reagent Rental	Appendix E
☐ (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))	ns	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	Appendix D
☐ (only applicable if this box is checked)	ns	Optional Additional Call-off Terms and Conditions for Maintenance Services	Appendix C
⊠ (only applicable if this box is checked)	ns	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	Appendix B
Applicable to this Contract		Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Appendix A

	23. Modern slavery
	22. Buffer stock requirements
	21. COVID-19 related enhanced business continuity provisions
	20. Management Charges and Information
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises
	18. Consigned Goods
	17. Expert Determination
	16. Right to terminate following a specified number of material breaches
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A
	14. Specific time periods for inspection
	13. Time of the essence (Services)
	12. Time of the essence (Goods)
	11. Pre-Acquisition Questionnaire
\boxtimes	10. Termination for convenience
	9. Guarantee
	8. Authority step-in rights
	7. Inclusion of a Change Control Process

1. CONTRACT DETAILS

(1.1) Commencement Date: 20 October 2022

(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 eighty three thousand, three hundred and ninety three pounds and eighty pence. (£83,393.80) (Excl. VAT) (the "Total Contract Value").
- The Total Contract Value is the maximum value of goods/services which can be ordered under this
- 1.3.3 Only orders placed directly by the Authority are binding under this Contract

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- 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 20 October 2022 (the "Commencement March 2023 (the "Term") Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31
- 1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to clause 10 Conditions) of this Contract provided the Authority gives the Supplier not less than 90 days' written (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and

(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**") is . as set out by the manufacturer:

2.1.1 This contract covers the purchase of the Luminex IntelliFlex DR-RUO platform



xMAP INTELLIFLEX® Systems

xMAP INTELLIFLEX Systems offer:

- A Broad Dynamic Range: Avoid repeat testing due to out-of-range values with the widest dynamic range of any xMAP platform.
- reporter channel, saving time and precious sample.
- embedded PC and a touchscreen user interface.

 Intuitive and Flexible Software: Children master the platform with passifications of their that
- with an open architecture design, enabling you to choose from the most extensive menu of commercially available kits and design your own assays.



	xMAP INTELLIFLEX® RUO	xMAP INTELLIFLEX® DR-SE RUO*
Performance		
Multiplexing Capability	Up to 500 individual analytes per well	Up to 500 individual analytes per well; Up to 2 parameters per analyte
Typical Dynamic Range	≥5.5 logs	≥5.5 logs ≥4.5 logs (second reporter channel*)
Plate Run Time	96-well plate in ~20 min 384-well plate in ~75 min	in ~20 min ∍ in ~75 min
Sensitivity	Commercially available kits deliver sensitivity as low as sub-picogram level	nsitivity as low as sub-picogram level
General		
Physical Dimensions	$58.4 \text{ cm} (23 \text{ in.}) \text{ W} \times 61 \text{ cm} (24 \text{ in.}) \text{ D} \times 76.2 \text{ cm} (30 \text{ in.}) \text{ H}$	24 in.) D x 76.2 cm (30 in.) H
Weight	54.4 kg (120 lbs)	120 lbs)
System Warm-Up	30 min	nin
Operating Temperature	15-30°C (59-86°F)	59-86°F)
Operating System	Microsoft Windows® 10 IoT Enterprise LTSC	0 IoT Enterprise LTSC
Barcode Reader	For importing target values from the xMAP INTELLIFLEX® Calibration and Performance Verification Kits	LEX® Calibration and Performance Verif
Fluidics		
Sheath Pressure	8-13 psi	psi
Sample Injection Rate	2 µL/sec	sec
Sample Uptake Volume	10-200 µԼ	00 hr
Optics		
Lasers	1 Classification laser 1 Reporter laser	1 Classification laser

MagPlex® Microspheres

microparticies... reincruspheres, MagPiex* Microspheres are carboxylated polystyrene microparticies, or repedas, that have been dyed into spectrally distinct eats, or regions, all to be individually districted an analysis of the state of the provide addressable substrate on which to perform multiple bio-analytical reactions in a single well. There are several advantages to MagPlex Microspheres over traditional MicroPlex Microspheres.

heres are magnetic, and with the use of a magnetic separ kly and easily. This improves percent recovery during har unformation.

taily, MagPiex Microspheres are available in 500 unique regions, enabling the development of which can measure up to 500 different analytes in the same well. Heads are universally compatible with all xMAP instruments. MagPiex Microspheres open the Luminox's MAGPix* instrument, which was designed as a simple and easy to use instrument mailer foot print.

XMAP INTELLIFLEX

ORTANT: Mag

Features

Same relia SX Increas Improved Ideal for a No need for

PART NO.	QTY	DESCRIPTION	UNIT SELLING PRICE (GBP)	TOTAL SELLING PRICE (GBP)
MC10012-01	1	MagPiex-C Microspheres, Region 012, 1mL		
MC10013-01	1	MagPlex-C Microspheres, Region 013, 1mL		
MC10014-01	1	MagPlex-C Microspheres, Region 014, 1mL		
MC10015-01	1	MagPlex-C Microspheres, Region 015, 1mL		
MC10018-01	1	MagPlex-C Microspheres, Region 018, 1mL		
MC10019-01	1	MagPlex-C Microspheres, Region 019, 1mL		
MC10020-01	1	MagPlex-C Microspheres, Region 020, 1mL		
MC10021-01	1	MagPlex-C Microspheres, Region 021, 1mL		
MC10022-01	1	MagPlex-C Microspheres, Region 022, 1mL		
MC10025-01	1	MagPlex-C Microspheres, Region 025, 1mL		
MC10026-01	1	MagPlex-C Microspheres, Region 026, 1mL		
MC10027-01	1	MagPlex-C Microspheres, Region 027, 1mL		
MC10028-01	1	MagPlex-C Microspheres, Region 028, 1mL		
MC10029-01	1	MagPlex-C Microspheres, Region 029, 1mL		
MC10030-01	1	MagPlex-C Microspheres, Region 030, 1mL		
MC10033-01	1	MagPlex-C Microspheres, Region 033, 1mL		
MC10034-01	1	MagPlex-C Microspheres, Region 034, 1mL		
MCT0032-0T	1	MagPlex-C Microspheres, Region 035, 1mL		
MC10036-01	1	MagPlex-C Microspheres, Region 036, 1mL		
MC10037-01	1	MagPlex-C Microspheres, Region 037, 1mL		
MC10038-01	1	MagPlex-C Microspheres, Region 038, 1mL		
MC10039-01	1	MagPlex-C Microspheres, Region 039, 1mL		
MC10042-01	1	MagPlex-C Microspheres, Region 042, 1mL		
MC10043-01	1	MagPlex-C Microspheres, Region 043, 1mL		
MC10044-01	1	MagPlex-C Microspheres, Region 044, 1mL		
MC10045-01	1	MagPlex-C Microspheres, Region 045, 1mL		
MC10046-01	1	MagPlex-C Microspheres, Region 046, 1mL		
MC10047-01	1	MagPlex-C Microspheres, Region 047, 1mL		
MC10048-01	1	MagPlex-C Microspheres, Region 048, 1mL		

MC10051-01 MC10052-01	4 بر ا	MagPlex-C Microspheres, Region 051, 1mL MagPlex-C Microspheres, Region 052, 1mL MagPlex-C Microspheres Berlinn 052, 1mL	
MC10052-01	1	MagPlex-C Microspheres, Region 052, 1mL	
MC10053-01	1	MagPlex-C Microspheres, Region 053, 1mL	
MC10054-01	1	MagPlex-C Microspheres, Region 054, 1mL	

	MagPlex-C Microspheres, Region 078, 1mL	1	MC10078-01
	MagPlex-C Microspheres, Region 077, 1mL	1	MC10077-01
	MagPlex-C Microspheres, Region 076, 1mL	1	MC10076-01
	MagPlex-C Microspheres, Region 075, 1mL	1	MC10075-01
	MagPlex-C Microspheres, Region 074, 1mL	1	MC10074-01
	MagPlex-C Microspheres, Region 073, 1mL	1	MC10073-01
	MagPlex-C Microspheres, Region 072, 1mL	1	MC10072-01
	MagPlex-C Microspheres, Region 067, 1mL	1	MC10067-01
	MagPlex-C Microspheres, Region 066, 1mL	1	MC10066-01
	MagPlex-C Microspheres, Region 065, 1mL	1	MC10065-01
	MagPlex-C Microspheres, Region 064, 1mL	1	MC10064-01
	MagPlex-C Microspheres, Region 063, 1mL	1	MC10063-01
	MagPlex-C Microspheres, Region 062, 1mL	1	MCT0005-01
	MagPlex-C Microspheres, Region 061, 1mL	1	MC10061-01
	MagPlex-C Microspheres, Region 057, 1mL	1	MC10057-01
	MagPlex-C Microspheres, Region 056, 1mL	1	MC10056-01
	MagPlex-C Microspheres, Region 055, 1mL	1	MC10055-01
	MagPlex-C Microspheres, Region 054, 1mL	1	MC10054-01

2.1.2

- 2.1.2 The Supplier shall provide installation on-site by a Luminex certified engineer and instrument
- The Supplier shall provide one year full warranty service for the IntelliFlex DR-SE System from the delivery date as outlined in Appendix 2

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

- The Supplier shall deliver the goods to the site listed in Appendix 3 or such other location as the Authority specifies from time to time.
- 2.2.2 The Authority may at any time move equipment between laboratory sites, remove, substitute or add equipment to the contract. The Authority will endeavour to provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice
- 2.2.3 If any assets transfer to the NHS during the Term, the remaining maintenance period will be included in the asset transfer agreement/s. The Supplier shall enter into any novation agreement reasonably considered necessary by the Authority to effect or facilitate such asset transfer.
- 2.2.4 least 48 hours prior to attendance: delivery contact stated below (individually or collectively be known as the "Delivery Contact") at All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary
- 2.2.5 Primary delivery contact: Business Operational Contact:
- 2.2.6 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).
- 2.2.7 The Delivery Contact will confirm:
- Booking reference number;
- Date and time of service (where applicable); and

- Delivery address.
- 2.2.8 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, installation and any validation work has been carried out to the suppliers specification and has signed the delivery note to confirm acceptance

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



(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 &
- invoice Proof of delivery of the Goods/Services to be supplied with each quarterly consolidated

(2.5) Quality standards:

sold by the Supplier to the Authority. The Supplier shall provide the platform to the level of the Supplier's manufactured specifications as

(2.6) Contract monitoring arrangements:

quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract Monthly (or such other frequency as reasonably requested by the Authority) and no less than The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall meet

(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 compliance in relation to sustainability requirements). time to time (including without limit any information about the Supplier's supply chain and its such management information to the Authority as the Authority may reasonably request from
- 2.7.2 Performance and key performance indicators to be reported by the Supplier on an annual basis include:
- List of current equipment (the "Asset Register");
- Schedule of the equipment for Planned Maintenance in the forthcoming year;
- Schedule of the completed equipment Planned Maintenance;
- 4. Number of service call outs received with reference to associated equipment serial number;
- 5 Equipment performance reviewed including levels of equipment break down;
- 6. Review of response time and time to fix rate resolution
- Details of callouts by location, including root cause analysis; and

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.

LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

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Date Signed: 20th Oct 2022 <u>Signature for and on behalf of the Sunnlier</u> Date Signed: 20/10/22

Annex A

Order Specific Key Provisions

Delivery and Risk:

- The Supplier shall deliver the Goods to the location set out in Section 1.3.3 of this order form.
- 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.

Invoicing Process:

- 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 submitting an invoice send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before
- 2.3 The Supplier shall provide a consolidated quarterly invoice to the Authority for all Services received and accepted by the Authority each quarter.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's confirmed at first Supplier meeting) before being submitted for payment. designated finance mailbox and their agreed representative (to be
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current invoices raised and amounts outstanding. statement of accounts on a monthly basis; this is a standard commercial process and should show all
- 2.6 delay in a payment. authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to applicable), PO line description, and the details (name and telephone number) of the Authority's The Supplier shall provide compliant invoices that include a valid PO number, PO line item number (if
- 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:

Appendix 1 - Description Instrumentation and Instrument Add-Ons & Parts

PART NO.	QTY	DESCRIPTION	UNIT SELLING PRICE (GBP)	TOTAL SELLING PRICE (GBP)
INTELLIFLEX- DRSE-RUO	1	xMAP INTELLIFLEX DR-SE, RUO		

INSTRUMENT ADD-ONS & PARTS

PART NO.	QTY	DESCRIPTION	UNIT SELLING PRICE (GBP)	TOTAL SELLING PRICE (GBP)
IFX-PVER-K20	1	xMAP INTELLIFLEX Performance Verification Kit, 20 Uses, RUO		0.00
IFX-CAL-K20	1	xMAP INTELLIFLEX Calibration Kit, 20 Uses, RUO		

MC10012-01	QTY	DESCRIPTION	UNIT SELLING PRICE TOTAL SELLING PRICE (GBP) (GBP)
	1	MagPlex-C Microspheres, Region 012, 1mL	200.00
MC10013-01	1	MagPlex-C Microspheres, Region 013, 1mL	
MC10014-01	1	MagPlex-C Microspheres, Region 014, 1mL	
MC10015-01	1	MagPlex-C Microspheres, Region 015, 1mL	
MC10018-01	1	MagPlex-C Microspheres, Region 018, 1mL	
MC10019-01	1	MagPlex-C Microspheres, Region 019, 1mL	
MC10020-01	1	MagPlex-C Microspheres, Region 020, 1mL	
MC10021-01	1	MagPlex-C Microspheres, Region 021, 1mL	
MC10022-01	1	MagPlex-C Microspheres, Region 022, 1mL	
MC10025-01	1	MagPlex-C Microspheres, Region 025, 1mL	
MC10026-01	1	MagPlex-C Microspheres, Region 026, 1mL	
MC10027-01	1	MagPlex-C Microspheres, Region 027, 1mL	
MC10028-01	1	MagPlex-C Microspheres, Region 028, 1mL	
MC10029-01	1	MagPlex-C Microspheres, Region 029, 1mL	
MC10030-01	1	MagPlex-C Microspheres, Region 030, 1mL	
MC10033-01	1	MagPlex-C Microspheres, Region 033, 1mL	
MC10034-01	1	MagPlex-C Microspheres, Region 034, 1mL	
MC10035-01	1	MagPlex-C Microspheres, Region 035, 1mL	
MC10036-01	1	MagPlex-C Microspheres, Region 036, 1mL	
MC10037-01	1	MagPlex-C Microspheres, Region 037, 1mL	
MC10038-01	1	MagPlex-C Microspheres, Region 038, 1mL	
MC10039-01	1	MagPlex-C Microspheres, Region 039, 1mL	
MC10042-01	1	MagPlex-C Microspheres, Region 042, 1mL	
MC10043-01	1	MagPlex-C Microspheres, Region 043, 1mL	
MC10044-01	1	MagPlex-C Microspheres, Region 044, 1mL	
MC10045-01	1	MagPlex-C Microspheres, Region 045, 1mL	
MC10046-01	1	MagPlex-C Microspheres, Region 046, 1mL	
MC10047-01	1	MagPlex-C Microspheres, Region 047, 1mL	
MC10048-01	1	MagPlex-C Microspheres, Region 048, 1mL	300.00

MC10054-01	1	MagPlex-C Microspheres, Region 054, 1mL	
MC10055-01	1	MagPlex-C Microspheres, Region 055, 1mL	
MC10056-01	1	MagPlex-C Microspheres, Region 056, 1mL	
MC10057-01	1	MagPlex-C Microspheres, Region 057, 1mL	
MC10061-01	1	MagPlex-C Microspheres, Region 061, 1mL	
MC10062-01	1	MagPlex-C Microspheres, Region 062, 1mL	
MC10063-01	1	MagPlex-C Microspheres, Region 063, 1mL	
MC10064-01	1	MagPlex-C Microspheres, Region 064, 1mL	
MC10065-01	1	MagPlex-C Microspheres, Region 065, 1mL	
MC10065-01	1	MagPlex-C Microspheres, Region 066, 1mL	
MC10067-01	1	MagPlex-C Microspheres, Region 067, 1mL	
MC10072-01	1	MagPlex-C Microspheres, Region 072, 1mL	
MC10073-01	1	MagPlex-C Microspheres, Region 073, 1mL	
MC10074-01	1	MagPlex-C Microspheres, Region 074, 1mL	
MC10075-01	1	MagPlex-C Microspheres, Region 075, 1mL	
MC10076-01	1	MagPlex-C Microspheres, Region 076, 1mL	
MC10077-01	1	MagPlex-C Microspheres, Region 077, 1mL	
MC10078-01	1	MagPlex-C Microspheres, Region 078, 1mL	

	Total Selling Price (ex Vat)
Sub-Total (GBP)	
Shipping & Handling (GBP)	
TOTAL PRICE	£83,393.80

Appendix 2 - Warranty Service

Warranty Service
Unlimited Visits for Emergency Repair
Travel and Labour Costs Associated with Emergency Repair
Part Costs Associated with Emergency Repair
Priority Scheduling for Service Requests
Product Updates and Modifications
Telephone and Online Support 24/7
Onsite Responses Time (Business Days) if Required – 2 Business Days

Appendix 3 – Location for Delivery of Goods/ Services

UK Health Security Agency

Manor Farm Road Porton Down Salisbury SP4 0JG