

**Appendix 1****National Microbiology Framework Agreement  
Order Form – C340262****FROM**

<b>Authority:</b>	UK Health Security Agency
<b>Invoice address:</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p>
<b>Contract Manager:</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Secondary Contact: eg. business operational contact, project manager</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Procurement lead</b>	<p>Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]</p>
<b>Name and address for notices:</b>	<p>Name: [REDACTED] Address: UK Health Security Agency, UK Health Security Agency, 10 South Colonnade. London. E14 4PU.</p>
<b>Internal reference (if applicable):</b>	<p>To be quoted on all correspondence relating to this Order Form:</p> <p>Contract Reference: <b>C340262</b></p>

**TO**

<b>Supplier:</b>	<p>Roche Diagnostics Ltd</p> <p>Company Number: 00571546</p> <p>Registered Address:</p>
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	Roche House Charles Avenue Burgess Hill West Sussex RH15 9RY
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	[REDACTED] Address: Roche House Charles Avenue Burgess Hill West Sussex RH15 9RY

**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 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	(only applicable if one or more boxes are checked)	
	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"/>	

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 checked="" 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 1- (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.		<input checked="" type="checkbox"/> (only applicable if this box is checked)

## 1. CONTRACT DETAILS

**1.1 Contract Commencement Date:** The Contract shall commence on 1<sup>st</sup> April 2025.

**1.2 Services Commencement Date:** Notwithstanding the date of execution, the Services Commencement Date shall be 1st April 2025.

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

1.3.1 The maximum value of the services, for the instruments stated in clause 2.1 **(the “Instruments”)** of this Order Form, that can be ordered under this Contract is £465,000 (four hundred and sixty-five thousand pounds) only (excluding VAT). **(the “Contract Price”)**. Full details of the Contract Price per annum are contained in Annex 2- Contract Price Breakdown, below. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.2 The Contract Price is exclusive of VAT at the applicable rate but is inclusive of travel, expenses including subsistence, replacement parts and labour expenses.

**1.4 Term of Contract:**

1.4.1 The Contract shall commence on the Services Commencement Date unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2027 **(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 3 (three) months written notice.

**(1.5) Term extension options:**

1.5.1. The Authority reserves the right to extend the Contract Term by up to 2 periods of 12 months each (1 year+ 1 year).

1.5.2 The Authority shall give the Supplier no less than 60 days’ notice of its decision to exercise a Term extension option.

## 2. SERVICES REQUIREMENTS

**2.1 Description of the Services:**

2.1.1 The Supplier shall provide the following service and maintenance provisions **(the “Services”)** in accordance with Annex 3 **(the “Specifications”)** of this Contract for the equipment contained within Annex 2 – Contract Price Breakdown in clause 1.3 above.

2.1.2 The Supplier shall at the earliest opportunity after the Commencement Date arrange, in accordance with clause 2.2.4, to perform the preventative maintenance services stated in Annex 3, clause 3.1 as soon as practical.

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

2.2.1 The Supplier shall perform the service at all sites listed in annex 4 or such other location within the UK as advised by the Authority from time to time.

2.2.2 The Authority may at any time remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority the Supplier shall immediately suspend all costs related to, or arising from, such Instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such Instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommission which the Authority instructs the Supplier to undertake.

2.2.3 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary delivery contact ("**Delivery Contact**") stated below at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Locations:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

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

- a Supplier name;
- b Authority's PO Number.

2.2.5 The Delivery Contact will confirm:

- a) Booking reference number;
- b) Date and time of Supplier attending the relevant Premises and Locations;
- c) Premises and Locations address where the Services shall be performed.
- d) Any relevant policies, site guidelines/instructions in advance of the Supplier attending site

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

2.2.7 The Authority reserves the right to immediately remove from the Authority's site any Personnel who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.

## **2.3 Key personnel of the Supplier to be involved in the Services:**

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**2.4 Performance standards:**

2.4.1 The Supplier shall deliver the Services in accordance with Good Industry Practice.

2.4.2 Timely delivery of the Services in accordance with section 2.6 below.

2.4.3 Quality of Services i.e., Services performed in accordance with the Specification as stated in Annex 3 of this Order Form.

**2.5 Quality standards:**

2.5.1 The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**2.6 Contract monitoring arrangements:**

2.6.1 The Authority's Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract. The frequency of such meetings shall be agreed between the Parties.

**2.7 Management information and meetings:**

2.7.1 Contract management meetings will be set up to monitor, but not limited to, the following:

- a Delivery of the KPIs and preventative maintenance activities as set out in Annex 3 – Specifications of Preventative Maintenance Activities
- b Issues – including quality and performance
- c Invoicing
- d Callouts by laboratory staff, including root cause with reference to Instrument, associated serial number and incident number.
- e Issues that may have arisen (where relevant) following PM necessitating reperformance of the required Services.
- f Any other relevant business related to the scope of the Services

2.7.2 At the Authority's request, and within five (5) Business Days of such request, the Supplier shall provide such additional 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).

2.7.3 The Supplier shall submit the completed Management Information template (see Annex 6) 5 (five) Business Days prior to Contract management meetings.

**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 Staff.
- 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:**

N/A

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

N/A

For and on behalf of the Authority:	For and on behalf of the Supplier:
<p>Full Name: [REDACTED]</p> <p>Job Title/Role: [REDACTED]</p> <p>Date Signed: 2nd April 2025</p>	<p>Full Name: [REDACTED]</p> <p>Job Title/Role: [REDACTED]</p> <p>Date Signed: 02/04/2025</p>



## **Annex 1**

### **Order Specific Key Provisions**

#### **1. Introduction**

- 1.1. Upon receipt of your countersigned copy of this letter, the Authority will send you a unique PO Number per site. You must be in receipt of a valid PO Number before submitting an invoice.
- 1.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Business Days.

#### **2. Acceptance of the Services**

- 2.1 The Services shall be performed by the Supplier at the Premises and Location as agreed by the Parties in accordance with clause 2.2.3 of this Order Form.
- 2.2 The Authority shall ensure Staff shall have access to Premises and Location in accordance with clause 4 of the Call-Off Terms and Conditions.
- 2.3 The Authority shall (where relevant) provide Policies, site guidelines/instructions in advance of the Supplier attending site including the provision of any protective material such as PPE.
- 2.4 The Authority reserves the right to immediately remove from the Authority's site any Staff who do not conform to the reasonable instructions, policies, rules, and regulations of the Authority.
- 2.5 Performance of the Services shall be considered to have occurred when the Delivery Contact at the Authority's Premises and Location has signed the Acceptance of the Services form, an example of which is contained within Annex 4, thus confirming acceptance of the Services ("Acceptance"). In the event that the Services are not accepted by the Authority the Supplier shall reperform the Services at their own cost.
- 2.6 In the event that the Staff attend the Premises and Location, and the Equipment is unavailable for the Services to be performed on the date agreed between the Parties, the Parties will agree a revised date for the Services to be performed. The Supplier shall be able to request the reimbursement of the costs from the Authority in such an event and for the associated costs for a revisit i.e., calibration and labour time including travel.

#### **3. Additional Clauses**

- 3.1 UKHSA shall not sell, export, re-export, transfer, re-transfer, broker, or otherwise make available any Goods supplied under or in connection with this Contract, subject to prohibition to sell, transfer, supply or export to Russia or Belarus, or for use in Russia or Belarus under applicable UK trade sanctions, including the Russia (Sanctions) (EU Exit) Regulations 2019 and the Republic of Belarus (Sanctions) (EU Exit) Regulations 2019.




- 3.2    UKHSA shall not transfer, assign, novate, sub-contract or otherwise dispose of its rights or obligations to any person or organization listed on the UK Sanctions List (FCDO - UK Sanctions List Search - GOV.UK).'

**Annex 2- Contract Price Breakdown**

Location	S/N	Description	2025-26 Quote	2026-27 Quote
Birmingham	5317	MAGNAPURE96	██████	██████
Birmingham	9908	FLOWPCR SETUP	██████	██████
Birmingham	6344	LIGHTCYCLER 480 II, 384	██████	██████
Birmingham	6345	LIGHTCYCLER 480 II, 384	██████	██████
Birmingham	4499	MAGNAPURE 96	██████	██████
Birmingham	4500	MAGNAPURE 96	██████	██████
Birmingham	751A	FLOW PCR SETUP	██████	██████
Birmingham	6058	LIGHTCYCLER 480 II, 384	██████	██████
Colindale	5354	MAGNAPURE 96	██████	██████
Colindale	4154	MAGNAPURE 96	██████	██████
Colindale - BRD/VRD	4155	MAGNAPURE 96	██████	██████
Colindale	4216	MAGNAPURE 96	██████	██████
Colindale	20412	Roche Light Cycler 480	██████	██████
Colindale	26328	Roche Light Cycler 480	██████	██████
Colindale	F94051	MAGNAPURE 96 (transferred from Southampton PHE)	██████	██████
Colindale	6114	MAGNAPURE 96	██████	██████
Colindale	6115	MAGNAPURE 96	██████	██████
Porton Down	5292	MAGNAPURE 96 (RIPL)	██████	██████
Porton Down	1948	MagNA Pure 24 (RIPL)	██████	██████
Porton Down	1936	MagNA Pure 24 (RIPL)	██████	██████
Porton Down	4019	MAGNAPURE 96 (RIPL)	██████	██████
Porton Down	5999	LIGHTCYCLER 480 II, 384 (RIPL)	██████	██████
Porton Down	21272	LIGHTCYCLER 480, 96 (RIPL)	██████	██████
Porton Down	25770	LIGHTCYCLER 480 II, 96 (RIPL)	██████	██████
Porton Down	5235	Cobas 8800 (including 100604 IG server set & 4258 SSM]	██████	██████
Porton Down	5302	Cobas 8800 (including 200167 IG server set & 4627 SSM]	██████	██████
Porton Down	35123	LIGHTCYCLER 480 II, 96 (RIPL)	██████	██████
Porton Down	20J2-03	Cobas 8000 (Henderson Serology) ('Obi-Wan')	██████	██████
Porton Down	20K7-09	Cobas e801 MSB_MSBL (Henderson Serology) ('Obi-Wan')	████	████
Porton Down	19F5-09	Cobas e801 (Henderson Serology) ('Obi-Wan')	██████	██████

### Annex 3 – Specifications of Preventative Maintenance Activities

The Supplier shall carry out the following preventative maintenance activities for the Authority for the relevant types of Instruments as part of the Services:

Plus  	Primary 
Comprehensive support and a diverse range of services to ensure your ongoing success. This tier is most suitable for the majority of our customers.	Targeted services to enhance operational effectiveness, at a more affordable price point.
+ This includes comprehensive solution and workflow design, a site survey identifying enabling and preparatory requirements, the guidance of a Project Manager and IT Specialists. This is suitable for medium complexity sites.	+ A solution and workflow design to generate a floor plan and recommendations for your site. This is suitable for low complexity sites.
+ In addition to Primary, this includes go-live support and IT consultancy to identify and provide support with any potential challenges.	+ This includes secure delivery, installation and set up of equipment.
+ In addition to Primary, this includes a training needs analysis, off site training sessions held at our training centre and 'train the trainer' training for senior staff to cascade to their teams.	+ This includes an initial on-site training session.
+ In addition to Primary, this includes preventative maintenance, on site technical support, non-mandatory modifications for software and hardware, spare parts when required and unlimited access to our 'return to base, repair and test' service.	+ Access to the Roche Diagnostics Academy (RDA) <b>navify</b> <sup>®</sup> Portal eService.
+ A lean workshop subject to availability, and access to purchase bespoke consultancy services.	+ In addition to the warranty, this includes mandatory modifications that have a regulatory requirement, remote technical support and a preventative maintenance visit (PMV) if this is a manufacturers requirement.
	+ Access to the Online Support and User Assistance <b>navify</b> <sup>®</sup> Portal eServices for case logging and troubleshooting.
	+ Access to purchase bespoke consultancy services.

## Service Contract

### Definitions:

<b>Core Working Hours</b>	Means 09.00 to 17.30 (Monday – Friday) excluding Public Holidays.
<b>Customer</b>	The person, firm, company or authority who purchases the Goods and/or Services from Roche
<b>Equipment</b>	The systems specified in the Roche Quotation, excluding any Peripheral Equipment.
<b>Mandatory Modification</b>	A proactive update to the Customer's Equipment to be completed within a defined time period usually as a result of a quality notice or safety notice.
<b>Operator's Manual</b>	The document that is supplied on the installation of the Equipment. This document outlines the technical specification, principles of operation and customer responsibilities.
<b>Peripheral Equipment</b>	Shall include any items supplied by the Customer including legacy equipment or additions not sourced through Roche, non-Roche equipment supplied through a Roche Managed Laboratory Service where the equipment does not benefit from its own specific Service Contract, and peripherals to Roche supplied equipment, where the proposal / tender response does not specifically include these within the Service Contract / Warranty.
<b>Preventative Maintenance Visit (PMV)</b>	A scheduled visit to the Customer's site to provide effective preventative maintenance of the Equipment
<b>Roche</b>	Roche Diagnostics Limited
<b>Service Contract</b>	The contract between Roche and the Customer which includes this Service Contract, the Quotation and The Roche Diagnostics Limited Standard Terms and Conditions for the Supply of Goods and Services
<b>Service Report</b>	The electronic summary report issued by Roche to the Customer after any Roche intervention for example after a Corrective Maintenance Visit, Preventative Maintenance Visit, modification, software upgrade, application change, etc.
<b>Spare Part Customer Consumable Pack</b>	Includes the typical maintenance consumables and spare parts utilised to support the operation of the Equipment for a set period of time
<b>Technical Services Team</b>	Roche employees, contractors or sub-contractors, appropriately trained to deliver the activities covered by this Service Contract.
<b>Warranty Period</b>	The Warranty Period expiring either 12 months from the date of commissioning or 14 months from the date of delivery, whichever is the sooner



## First Level Support

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1. First level support cases may be raised via the **navify**® Portal Online Support eService or the telephone helpline. During this process the Customer will be required to provide Roche with relevant information such as the Equipment's serial number, error codes and/or screen shots. To improve the quality of our Service and to ensure GDPR compliance, telephone calls may be monitored and recorded by Roche.
2. Members of Roche's Technical Services Team will provide a first level support service during Core Working Hours, to answer first level support cases and in case of failure to try to resolve technical issues and restore Equipment to working order.
3. In the course of providing first level support, the Customer may be requested to perform troubleshooting and/or daily monitoring activities under the direction of a member of Roche's Technical Services Team.

## Second Level Support

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4. In the event that the first level support service is unable to resolve the case, Roche shall arrange for an appropriately trained member of the Technical Services Team to attend the Customer's site or remotely access the Equipment, as applicable. Roche shall use reasonable endeavours to provide second level support within five working days of Roche's decision to deploy a Technical Services Team member. The response time for each individual case will be based on the priority and severity of the case, as determined by Roche. Second level support services shall be provided during Core Working Hours.
5. This Service Contract includes the provision of an appropriate Spare Part Customer Consumable Pack, if applicable, as per Roche's recommendations. This Spare Part Customer Consumable Pack includes the typical maintenance consumables and spare parts utilised to support the operation of the Equipment for a set period of time. This Spare Part Customer Consumable Pack is supplied at installation, with further packs supplied, as determined by equipment usage, throughout the duration of the term of the Service Contract.
6. This Service Contract includes the provision of all labour and spare parts required to complete any required Corrective Maintenance Visit, except where the Customer has not fully complied with the requirements of Clauses 20 and 21 (Customer Responsibilities) of this Service Contract.
7. Members of the Technical Services Team are strategically located throughout the United Kingdom and Republic of Ireland and will be deployed at Roche's discretion based on proximity and availability.

## Preventative Maintenance Visits (PMVs)

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8. Where the manufacturer's specification requires that PMVs are conducted on a specific piece of Equipment, then Roche shall contact the Customer to schedule these PMVs, which shall be conducted through this Service Contract, inclusive of all labour and the provision and fitting of all parts scheduled for replacement during a PMV visit. Where the Customer requests an additional PMV visit, in addition to those required by the manufacturer's specification, then subject to availability, this will be offered at an additional cost charged at Roche's current rates, including the cost of any maintenance, consumables, or spare parts utilised.
9. PMVs shall be performed by an appropriately trained member of the Technical Services Team, who will attend the Customer's site during Core Working Hours on a pre-agreed date and time. Roche shall endeavor to provide the Customer with a minimum of seven (7) days' notice prior to any PMV visit.
10. Should the Customer wish to rearrange a PMV visit then they shall ensure that Roche are notified and provide a minimum of 24 hours' notice. Roche reserves the right to charge the Customer for any scheduled PMVs that are cancelled with less than 24 hours' notice.

11. Following the completion of a PMV Roche shall provide the Customer with an electronic Service Report which shall summarise the details of the PMV. The Service Report contains commercially sensitive information of Roche and therefore shall not be shared by the Customer with any other third party.

## Mandatory Modifications

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12. Occasionally Roche may be required to carry out a Mandatory Modification to the Customer's Equipment for quality, safety or regulatory purposes. Where such a Mandatory Modification is required the Customer will be contacted by Roche, advised of the work to be undertaken and arrangements shall be made in conjunction with the Customer for an appropriately trained member of the Technical Services Team, to access the equipment remotely and/or to attend the Customer's site during Core Working Hours on a pre-agreed date and time.

## Warranty Period

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13. Where appropriate, Equipment initially supplied by Roche will be covered by a Warranty. The Warranty shall expire either twelve months from the date of commissioning or fourteen months from the date of delivery, whichever date is the sooner (Warranty Period).
14. During the Warranty Period, repair required for any failures under the terms of the Warranty will be covered (including parts and labour). However please note that the Warranty does not include any Preventative Maintenance Visits (PMVs), which would only be provided as part of a Service Contract.
15. Warranties shall apply only if Equipment is maintained and serviced in accordance with manufacturer's guidelines through a Roche Service Contract; a range are available for purchase. Failures occurring on or to Equipment not covered by a Service Contract could be subject to charges based upon prevailing Roche rates.

## Access

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16. Where a member of the Technical Services Team is due to attend the Customer site to provide second level support, Warranty support, PMV or Mandatory Modification then the Customer shall be responsible for ensuring that appropriate vehicle access, on-site parking, and access to the Equipment, either upon arrival or at the time agreed with Roche (where applicable), are provided.
17. Where the access described in Clause 15 is not provided by the Customer then the delivery of the second level support, Warranty support, PMV or Mandatory Modification may be delayed or postponed, at Roche's sole discretion. In case of any such delay or postponement, Roche shall be deemed to have met all of its obligations under this Service Contract, as though they were performed as originally scheduled. Furthermore Roche reserve the right to charge the Customer any reasonable costs incurred, for any wasted visits, should further instances occur in any given three (3) month period.

## Out of Hours Support

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18. This Service Contract does not provide for a routine response outside of Roche's Core Working Hours. However, cases raised outside of Core Working Hours are monitored and critical issues are escalated to the on-call member of the Technical Services Team.



## Return to Repair Centre Equipment

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19. In the case of returning Equipment to Roche's Repair Centre, this Service Contract is inclusive of administration, fault diagnosis, labour, spare parts, standardisation and calibration in relation to the corrective maintenance performed. If requested by a member of the Technical Services Team, the Customer may be required to carry out a decontamination procedure and, at their expense, return the Equipment to an address specified by Roche. Roche shall, where applicable, be responsible for the delivery back to the Customer of the repaired or replacement Equipment.

## System Performance

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20. Following the completion of corrective or preventative maintenance, the Technical Services Team will ensure that the Equipment performs to the manufacturer's specification as outlined in the Operator's Manual.

## Customer Responsibilities

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21. The Customer is solely responsible for:
- a. Ensuring that their Equipment is only used by appropriately trained Operators in accordance with the training provided by Roche and the Operator's Manual.
  - b. Ensuring that their Equipment is decontaminated as outlined in the Operator's Manual and in conjunction with the Customer's own policies, prior to any Technical Services Team member conducting Second Level Support, Warranty Support, Out of Hours Support, a PMV or collection in the case of returning Equipment to Roche's Repair Centre. Roche reserves the right to refuse to perform corrective or preventative maintenance works on any Equipment that has not been decontaminated to the required standard.
  - c. Ensuring that routine maintenance of the Equipment takes place, as defined in the Operator's Manual, including, but not limited to the replacement of electrodes, lamps, sensors, tubings and cuvettes (as applicable).
  - d. Ensuring the replacement of appropriate Spare Part Customer Consumables, at the intervals described in the Operator's Manual.
  - e. Maintaining Equipment to the manufacturer's specification and ensuring database integrity by performing such backups and cleansing as recommended by Roche and/or defined in the Operator's Manual.
  - f. Ensuring that no installation of anti-virus software takes place on Roche's closed IT Systems, for example, data managers and control units provided by Roche.
  - g. Ensuring that only virus checked or virus free devices (e.g. USB memory sticks) must be used.
  - h. Ensuring that environmental conditions referred to in the manufacturer's specification and/or the Operator's Manual are maintained at all times during the operation of the Equipment.
  - i. Ensuring that for remote access, the Equipment is, where required, connected to a network and that the customer's system administrator has granted Roche permission to access the network.
  - j. Obtaining Roche's written consent prior to the relocation of any Equipment covered under this Service Contract, such consent not to be unreasonably withheld. Where Roche deems it necessary, a preliminary site inspection and or reinstallation by a member of our Technical Services Team may be required and will be chargeable at Roche's current rates.



22. Where the Customer has not fulfilled their responsibilities, as detailed in Clause 21 or if the Equipment is not being utilised in accordance with the manufacturer's advice, instructions or Operator's Manual, then Roche reserves the right to request a purchase order in advance of providing support and to charge for support from the Technical Services Team, at Roche's current rates.

## Exclusions:

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23. Roche excludes any and all legal liabilities, should any of the reagents, solutions or Peripheral Equipment provided by any Third Party cause erroneous results.
24. Roche shall not be responsible for the maintenance or repair of Peripheral Equipment manufactured by third parties, unless otherwise agreed in writing.
25. Roche shall not be responsible for the repair of the Equipment, if failure or damage is due to the use of the Equipment by untrained personnel, neglectful treatment or unauthorised use of third party reagents and consumables.
26. Roche shall not be responsible for maintenance of facilities external to the Equipment or the repair of damage to the Equipment resulting from electrical power or air conditioning malfunction, burglary, theft, water damage, fire, accident or damage by vandalism.
27. Roche IT Solutions are included within this Service Contract unless otherwise agreed in writing.
28. Roche's Warranty shall exclude any software interfaces to third party Equipment and /or software. Any support in relation to software interfaces shall be charged at Roche's current rates.
29. Roche shall not be responsible for any damage caused by computer viruses and/or for any loss of data due to system errors, as all data should be regularly backed up by the Customer.
30. Roche shall not be responsible for any damage caused by software not supplied by Roche.
31. Roche shall not be responsible for the maintenance or repair of any Equipment relocated without Roche's prior written consent, such consent not to be unreasonably withheld, and / or any service / corrective action required as a result of modification of the Equipment by the Customer or another third party, without Roche's prior written consent.

## Expiry:

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32. Roche will contact the Customer at least eight weeks prior to the expiry of the Warranty Period or any Service Contract to ensure continuity of cover. In case of any query relating to Service Contract renewal, please contact: [burgesshill.contractfulfilment@roche.com](mailto:burgesshill.contractfulfilment@roche.com).
33. At Roche's sole discretion, we may decline to provide a Service Contract renewal or may propose a Service Contract renewal at a differing cost, where the Equipment has reached the end of the Manufacturer's recommended lifecycle for that Equipment.
34. Where the Warranty Period or Service Contract has expired, Roche reserves the right to charge the Customer for an inspection visit prior to accepting the Equipment back onto any Service Contract.
35. All necessary parts and labour required to return the Equipment to an acceptable standard to be accepted onto any Service Contract, will be chargeable to the Customer at Roche's current rates. Such an acceptable standard shall include an update of software to the current and latest specification, update of parts to an appropriate specification and the provision of a PMV, if required to restore the Equipment to optimal operating conditions, as per the manufacturer's recommendations.
36. Where the Customer does not have a valid Service Contract, then support from Roche's Technical Services Team, may be accessed on an ad hoc basis, chargeable to the Customer at Roche's current day rates. Such support shall only be provided after the Customer has provided Roche with a formal purchase order.

**Annex 4 – Premises and Locations**

<b>Location</b>	<b>Address</b>
UKHSA Colindale	61 Colindale Avenue, London, NW9 5EQ
Public Health Laboratory Birmingham Heartlands Hospital	Heart of England NHS Foundation Trust Bordesley Green East Birmingham B9 5SS
Porton Down	Salisbury Wiltshire SP4 0JQ

Annex 5- Management Information Template

		CONTRACT DETAILS							
Contract Ref	PO#	Product Description	Qty ordered	Qty Serviced	Qty outstanding	PO end date	Total PO Value	Outstanding Invoice Value	PM Percent Completed
			0	0	0				
			0	0	0				

		SERVICED							
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Qty Serviced	Date of Scheduled PM	Actual Service Date	On time / Early / Overdue	Location

		PLANNED SERVICES								
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Qty Scheduled	Cover Start Date	Cover End Date	Date of Scheduled PM	Days to Scheduled PM	Location

		INVOICES PRESENTED						
Contract Ref	PO#	Invoice Number	Invoice Value £	Invoice Date	Invoice Due Date	Invoice Due Date Check	Not Due / Overdue No. of Days	Invoice Paid Yes / No

		AD HOC CALLOUTS							
Contract Ref	PO#	Instrument	Contract Type	Serial Number	Qty	Date Callout Requested	Date Callout Completed	Location	Summary of Issue