



SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

and

Diasorin Limited

AGREEMENT OF VARIATION # 1

**Relating to Contract Ref: C48432 - PHE_Scientific_Provision of MicroPlex®
Microspheres under 2020/S 217-533940: National Microbiology Framework Lot 2 dated
29th September 2021.**

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) Diasorin Limited, a company registered in England with registration number 01993990, whose registered office is at Ashbrook House Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA.

(the "**Supplier**"),

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

BACKGROUND:

- A. The Authority and the Supplier are Parties to a contract: PHE_Scientific_Provision of MicroPlex® Microspheres dated 29th September 2021 – Contract Reference: C48432 (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 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 29th September 2024 to 29th September 2025.
- 2.3 The maximum Contract Price has been increased from £1,000,000.00 (one million pounds) to £2,240,000 (two million, two hundred and forty thousand pounds).

- 2.4 The Contract Price of the Consumables included in the Contract shall be amended as below. All other costs to remain static:

PART NO.	QTY	DESCRIPTION	LIST PRICE (GBP)	ADJUSTED AMOUNT (GBP)	UNIT SELLING PRICE (GBP)	EXTENDED PRICE (GBP)
L100-S012-04	1	SeroMap Microspheres, Region 012, 4mL				
LC10012-01	1	MicroPlex Microspheres, Region 012, 1mL				
LC10012-04	1	MicroPlex Microspheres, Region 012, 4mL				
LC10012-16	1	MicroPlex Microspheres, Region 012, 16mL				
MC10012-01	1	MagPlex-C Microspheres, Region 012, 1mL				
MC10012-04	1	MagPlex-C Microspheres, Region 012, 4mL				

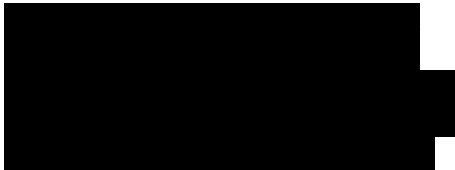
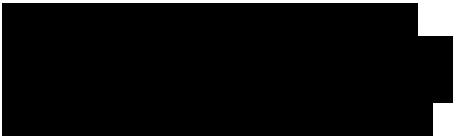
- 2.5 The Contract shall continue in full force and effect.

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: 
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