

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

<b>Authority:</b>	UK Health Security Agency
<b>Invoice address:</b>	Post: Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: eg. business operational contact, project manager</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form:  Contract reference: Atamis C162747

**TO**

<b>Supplier:</b>	Diasorin Limited, Ashbrook House Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA Company registration: 01993990
<b>Contract Manager:</b>	Name: [REDACTED] Tender & Contracts Manager UK & Ireland Phone: [REDACTED] E-mail: [REDACTED]

## National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

<b>Secondary Contacts:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]  Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
<b>Account Manager:</b>	Name: As per Contract Manager above Phone: E-mail:
<b>Name and address for notices:</b>	Name: [REDACTED] Address: Ashbrook House Westbrook Street, Blewbury, Didcot, Oxfordshire, OX11 9QA

**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"/>	

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

**1. CONTRACT DETAILS**

**(1.1) Commencement Date:** The date on which this Order Form is signed by the last Party to sign

**(1.2) Services Commencement Date (if applicable):** The date on which this Order Form is signed by the last Party to sign

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

1.3.1. Subject to clause 9, of the Framework Agreement the maximum price for the Services, in accordance with the Specification as set out in box 2.1 of this Order Form shall be £31,530 (thirty-one thousand, five hundred and thirty pounds) only (the "Contract Price"). Full details of the Contract Price are as follows:

Serial Number	Location	Machine	Price £ for 2023/24
2210000471	Birmingham	Liaison XL	
2210005626	Cambridge	Liaison XL	
2210001148	Bristol	Liaison XL	
MAGPX20342721	Bristol	Luminex Magpix	
MAGPX20340722	Bristol	Luminex Magpix	
<b>Total</b>			<b>31,530</b>

1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.3. The Contract Price excludes VAT at the applicable rate.

**(1.4) Term of Contract:** From the Services Commencement Date until 31 March 2024 unless terminated earlier or extended in accordance with the terms of the Contract.

**(1.5) Term extension options:** The Authority in accordance with Clause 15.2 of the Call Off Terms and Conditions reserves the right in its absolute discretion to extend the Term by periods of 2 (two) x 1 (one) year (i.e. a maximum of three years in total).

Where extension options are exercised the pricing for such extensions shall be indexed at RPI or

3% whichever is the lower. Such pricing reviews will be annual.

## 2. SERVICES REQUIREMENTS

### (2.1) Description of the Services:

Provision of maintenance and servicing of Liaison XL and Luminex Magpix instruments.

The Instrument Service Agreement for Liaison XL (2210001148) at Bristol is set out in the Service Contract Renewal UK2 2023 64A dated 16 February 2023.

The Gold Service Plan for Luminex Magpix (MAGPX20342721 and MAGPX20340722) at Bristol is set out in the Service Plan Proposal SLA0146086.03 dated 31 March 2023

The Instrument Service Agreement for Liaison XL (2210000471) at Birmingham is set out in the Service Contract Renewal UK2 2022 234A dated 02 December 2022.

The Instrument Service Agreement for Liaison XL (2210005626) at Cambridge is set out in the Service Contract Renewal UK5 2023 31A dated 23 January 2023.



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2023 64A Bristol PHE inal\_2023 Luminex Sends PHE Service Reneookes\_2023 31A Serv

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

Serial Number	Site Contact and Location	Machine
2210000471	<div>██████████</div> <div>████████████████████</div> <p>UKHSA Birmingham, Heartlands Hospital, Bordesley Green East, Birmingham B9 5SS.</p>	Liaison XL
2210005626	<div>██████████ (CAMBRIDGE</div> <div>UNIVERSITY HOSPITALS NHS</div> <div>FOUNDATION TRUST)</div> <div>████████████████████</div>	Liaison XL

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		UKHSA Cambridge, Box 236 Addenbrooke's Hospital, Hills Road Cambridge, CB2 0QW	
2210001148		UKHSA Bristol, Pathology building Southmead Hospital, Bristol, BS10 5NB	Liaison XL
MAGPX20342721		UKHSA Bristol, Pathology building Southmead Hospital, Bristol, BS10 5NB	Luminex Magpix
MAGPX20340722		UKHSA Bristol, Pathology building Southmead Hospital, Bristol, BS10 5NB	Luminex Magpix

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

[REDACTED]

**(2.4) Performance standards:**

As set out in the Instrument Service Agreements and Gold Service Plan referred to at box 2.1 above.

**(2.5) Quality standards:**

As set out in the Instrument Service Agreements and Gold Service Plan referred to at box 2.1 above

**(2.6) Contract monitoring arrangements:**

As agreed by both parties.

**(2.7) Management information and meetings:**

As agreed by both parties.

**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:**

**Signature:**

**For and on behalf of the Authority**

**For and on behalf of the Supplier**

DocuSigned by:  


DocuSigned by:  


 Name: 

 Name: 

Job Title/Role: Associate Commercial Specialist    Job Title/Role: Country Manager

Date Signed: 24/04/23

Date Signed: 24/04/2023



## **Annex A**

### **Order Specific Key Provisions**

#### **1. Delivery and Risk:**

1.1. The Supplier shall deliver the support services to the locations set out in box 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of service support is made in accordance with the terms of this Order Form including Annex A and the Call-Off Terms and Conditions.

#### **2. Invoicing Process:**

2.1 Within 10 (ten) Working Days of receipt of the Supplier's countersigned copy of the Contract, the Authority shall send a purchase order ("**PO**") to the Supplier.

2.2 The Supplier must be in receipt of a valid Purchase Order Number before submitting an invoice.

2.3 All invoices must be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail [REDACTED] and their agreed representative before being submitted for payment.

2.4 UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. UKHSA VAT No: [REDACTED]

2.5 All invoices must be sent quoting a valid Purchase Order Number. The Supplier shall provide a current statement of accounts

2.6 To avoid delay in payment the Supplier must provide a compliant invoice that includes, as a minimum, a valid Purchase Order 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 Payment terms are net 30 days from receipt of a compliant invoice.

2.8 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]