

**THE STATE OF THE NETHERLANDS  
THE MINISTRY OF HEALTH, WELFARE AND SPORTS**

**AND**

**U-DIAGNOSTICS (Contractor)**

**PUBLIC SERVICE CONTRACT ("CONTRACT") FOR THE  
PROVISION OF LOGISTIC AND COVID-19 TESTING SERVICES**

**CO SIGNED BY:**

**LABOR DR. WISPLINGHOFF**

**Contract nr.**

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Health, Welfare and Sport, Directorate-General for Public Health, legally represented in this matter by [REDACTED] 5.1.2e [REDACTED] 5.1.2e of Testing Service ("Dienst Testen"), hereinafter referred to as the "Minister",  
  
and
2. U-Diagnostics B.V., which has its registered seat at Utrecht, the Netherlands, having its office at Baarn, Hermesweg 15 The Netherlands, legally represented in this matter by [REDACTED] 5.1.2e hereinafter referred to as "Contractor",

Each party also referred to as "Party", and both parties together as "Parties",

This Contract will be co-signed by:

3. Labor Dr. Wisplinghoff GbR, which has its registered seat in Cologne, Germany, having its office at Horbeller Straße 18-20, 50858 Köln, Germany, legally represented in this matter by [REDACTED] 5.1.2e and [REDACTED] 5.1.2e, hereinafter referred to as "LDW";

#### WHEREAS:

- (A) The Minister has a facilitating role in infectious disease control on the basis of the Public Health Act (Wpg). Pursuant to Article 3(1) of the Wpg, the Minister has the task to promote the quality and efficiency of public health care. In addition, he is responsible for the maintenance and improvement of the so-called support structure. On the basis of Article 7(1) of the Wpg, the Minister is also in charge of combating an infectious disease from Group A, such as Covid-19.
- (B) The Minister therefor has engaged a number of parties to provide logistic- and diagnostic services in order to urgently provide temporarily additionally needed

Public Service Contract Ministry Health, Welfare and Sport – U Diagnostics - LDW

page 2 of 21

Initials Contractor:

[REDACTED] 5.1.2e

Initials LDW

[REDACTED] 5.1.2e

Initials Minister:

[REDACTED] 5.1.2e

laboratory capacity to test samples at (community) sampling hubs across the Netherlands for the COVID-19 virus.

- (C) Contractor is a clinical chemical laboratory, ISO 15189 accredited, which supplies COVID-19 tests to general practitioners, private parties and various selected partners, and cooperates with LDW, a medical microbiological laboratory which is ISO 15189 accredited and validated by the German DAkkS (Deutsche Akkreditierungsstelle) which's accreditation is equivalent to the RvA's; additionally, LDW's measuring procedures are approved by the RvA.
- (D) Contractor is prepared to do everything reasonable to urgently provide temporarily additional laboratory capacity in an efficient and cost-effective way.
- (E) As it is strictly necessary for reasons of extreme urgency the Minister, and in accordance with article 2.32, section 1, paragraph c of the Dutch Public Procurement Act 2012 ('Dutch PPA' or 'Aanbestedingswet 2012'), the Minister awards this Contract to Contractor. The Minister has awarded this Contract by a negotiated procedure without publication, as it is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the Minister, the time limits for the open or restricted procedures or competitive procedures with negotiation cannot be complied with (also see EC 2020/C 108 I/01).
- (F) The circumstances invoked to justify extreme urgency shall not in any event be attributable to the Minister. The events were unforeseeable by the Minister, because the estimated need for test capacity of 30,000 tests a day (by the time the MoU is constructed) is reached months earlier than expected.
- (G) The extreme urgency makes compliance with general deadlines impossible because the time that is needed for compliance will result in a growing shortage of test capacity. There is a causal link between the unforeseen event and the extreme urgency because the gap between the official estimation of the needed test capacity and the current rise in demand for test capacity is growing every day. This procedure is only used by the Minister in order to cover the gap until more stable solutions can be found.

- (H) Parties have signed a Memorandum of Understanding dated 30 August 2020 ("MoU"), whereby they agreed on the main conditions for the provision of test volumes by Contractor. The parties however subsequently negotiated amendments to these main conditions and have now reached full agreement on the guaranteed minimum volume of Sampling kits and Diagnostic PCR tests to be supplied by Contractor together with the other services to be rendered as mentioned in this Contract. With the signature of this Contract, the Memorandum of Understanding of 30 August 2020 shall terminate.
- (I) Parties wish to lay down their agreement in this Contract. Although being a subcontractor to Contractor and not a formal party to this entire contract, LDW will co-sign this Contract, confirming and guaranteeing it's capability and willingness to reserve and perform the minimum level of Diagnostic tests provided for in this Contract and expressing its explicit agreement to certain other provisions of this Contract.

**AGREE AS FOLLOWS:**



## Definitions

The following terms are written with initial capitals in this Contract and defined as follows:

Contract	this contract as defined in article 1.2
CoronIT	CoronIT is the name of registration software
DAkKS	Deutsche Akkreditierungsstelle GmbH, meaning the German Accreditation Body by national German law
Diagnostic test	detection of SARS-CcV-2 RNA by RT-PCR
Operational agreements	the agreements as laid down in Schedule 2
Real Volume:	the total actual tests for that particular day
RIVM	Rijksinstituut voor Volksgezondheid en Milieu, meaning the National Institute for Public Health and the Environment
RvA	Raad voor Accreditatie, meaning the Dutch Accreditation Council
Services	the services as defined in Schedule 1, "Services"
Samples	sample material of visitors of the Sample hubs
Sampling hubs	centres where Samples are taken
Sampling kits	kits containing all materials needed for the taking of Samples
Target volume	the volume the Minister and Contractor agreed upon as reserved volume for use by the Minister
Testing Service	"Dienst Testen", The Testing Service coordinates the upscaling of the test capacity for corona and facilitates collaboration within the diagnostic chain.
Volumes	amount of Services
VWS	Ministerie van Volksgezondheid, Welzijn en Sport, meaning the Ministry of Health, Welfare and Sports

## 1. Object of the Contract

- 1.1 Parties agree on the provision by Contractor of temporarily additionally needed diagnostic and logistic services ("Services") in certain volumes ("Volumes") for the duration of this Contract including the supply to Sampling Hubs and labelling of Sampling Kits. On request of the Minister Contractor is prepared to explore an increase of the Volumes as mentioned in Schedule 1.
- 1.2 The following documents are an integral part of this contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document;
  2. Schedule 1 – Services, Laboratory, Volumes and Price; and
  3. Schedule 2 – Operational agreements;
- hereinafter to be referred to as the "Contract".

## 2. Formation and duration of the Contract

- 2.1 The Contract will run from the date of signature of this Contract until 1 March 2021 and will then automatically expire without any notice being required, unless it is extended by mutual written agreement 1 (one) month in advance the latest by period(s) of 1 (one) month. The Minister may decide on any such extension in his sole discretion and will not be under any obligation to agree to an extension.
- 2.2 Amendments or additions to the Contract including expansion(s) of the scope of the Services are binding only if parties have explicitly agreed them in writing.

## 3. Price and invoicing

- 3.1 The agreed price to be paid to Contractor for all the Services to be performed by Contractor and LDW ("Price") and the Volumes to be met for the Services is as follows: € 2.57.2 AanbW 2012 each.
- 3.2 The Price is exclusive of VAT.
- 3.3 The Price is inclusive all Services as mentioned in Schedule 1.
- 3.4 Contractor will invoice on a monthly basis for the attention of the Minister.
- 3.5 Contractor will send a copy of the invoice together with a print from CoronIT showing the Volumes tested during the invoiced period, together as attached pdf-files via one e-mail message to 5.1.2e @rivm.nl.

- 3.6 Contractor is only allowed to invoice Volumes actually tested (Real volume) or the minimum guaranteed number of 5.1.1c Services per day as described in clause 6.1, in the month covered by the invoice.
- 3.7 Invoices will be paid with a maximum payment term of 30 days from the date of receipt of the invoice.
- 3.8 The Minister will check the invoices on a regular basis. Incorrect invoices will be discussed with Contractor and after agreement corrected immediately.

#### 4. Contract owner / Escalation contact

##### 4.1 The Minister's contact is:

5.1.2e

5.1.2e of Testing Service

Via e-mail: 5.1.2e @lcdk.nl

##### 4.2 Contractor's contact is:

5.1.2e

5.1.2e

5.1.2e U-Diagnostics BV

E-mail: 5.1.2e @u-diagnostics.com

#### 5. Quality

- 5.1 Contractor guarantees that before utilization LDW meets the Quality Requirements for Laboratories as mentioned in Schedule 1.
- 5.2 During the utilization of LDW the initial quality requirements as referred to in 5.1 have to be maintained or improved. As soon Contractor foresees that it cannot meet these minimum requirements anymore Contractor shall immediately inform the Minister.
- 5.3 During the utilization of LDW the quality of LDW will be regularly assessed and/or audited on behalf of the Minister by Testing Service.
- 5.4 If during such regular assessment or audit it appears that LDW is no longer meeting the quality requirements as referred to in 5.1, the Minister is entitled to terminate this Contract with immediate effect without any prior notice being required, by registered letter and without being due any compensation for lost income or other damage by the Contractor or LDW whatsoever.
- 5.5 Contractor guarantees that the quality of Services is in accordance with prevailing laws and regulations, and practices, which would be considered as good practice

from a skilled and experienced organization of a similar scale and professional standing, engaged in the provision of comparable and related services.

## **6. Minimum volumes, throughput time, timely information**

- 6.1 Contractor guarantees to be able to render its Services, on the demand of the Minister through Testing Service as provided for in Schedule 2, for a minimum number of 5.1.1c Services per day, with effect from the day of signature of this Contract. The Minister is free to order lesser volumes Services. In case the Minister orders less than 5.1.1c Services - to be calculated on an average weekly basis – the Minister shall nevertheless pay the Price for 5.1.1c Services per day by way of compensation to the Contractor for the reservation of the guaranteed minimum number of 5.1.1c Services per day as provided for in this article and his other costs and expenses, on the condition that Contractor performs its other obligations in conformity with this Contract, save Force Majeure as per Article 10.
- 6.2 Contractor guarantees a maximum throughput time of the Service of 24 (twenty-four) hours, which 24 hours period starts from the moment the Samples have been taken by the Sample hub and ends at the moment of the publication of the diagnostic test results of the Samples in CoronIT. Parties will do their best efforts to facilitate that the throughput time of the Services as guaranteed by Contractor will be achieved within a maximum of 24 hours.
- 6.3 Contractor guarantees at the laboratory of LDW a safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 10 days based on the Target volume.
- 6.4 Contractor guarantees at a central place a safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 30 days of the Target volume<sup>1</sup>.
- 6.5 Contractor guarantees at the Sample hubs a safety stock of Sampling kits for the assigned Volumes for 7 days based on the Target volume.
- 6.6 Contractor guarantees at a central place a safety stock of Sampling kits and containers for the assigned Volumes for 30 days of the Target volume.
- 6.7 Contractor shall timely inform Sampling hubs and Testing Service about any disturbances leading to delays in publication of test results, but in any case, within 2

<sup>1</sup> UD does not store reagents and disposables, LDW stores reagents.



(two) hours of arrival of Samples in the laboratory of LDW and shall endeavour to avoid structural complaints from Sampling hubs.

- 6.8 Contractor shall timely inform Sampling hubs about any delays in supplies or Sample collection, but in any case, at least 2 (two) hours in advance.

## 7. Other Terms and Conditions

- 7.1 Any general terms and conditions drawn up by Contractor or the Minister do not apply to this Contract.
- 7.2 Parties will discuss in good faith any amendments and/or additional conditions to this Contract in case unforeseen circumstances affect the performance of the agreed contractual obligations.
- 7.3 Contractor will provide all relevant information and after timely pre-announcement grant access to utilized locations on the Minister's reasonable request for verification purposes of (the quality of) the utilized Locations and the agreed Services.

## 8. Sub-contracting

- 8.1 In performing the Services of the Contract, Contractor will make use of LDW. LDW will be the only party which will perform the Diagnostic tests and Contractor will not employ any laboratory or other party in this respect. Contractor will not use, sell or make available any capacity reserved for this Contract by LDW, for the benefit of any other customer or other third party, it being understood that any capacity not used by the Minister may be used by the Contractor as it deems fit and all this with due observance of the applicable provisions in the Contract.

## 9. Confidentiality and Media

- 9.1 The parties shall keep the terms and the nature of all discussions between them relating to this Contract and relating to affairs pursuant to the Contract confidential and will ensure that their respective employees, agents and sub-contractors fully comply herewith.
- 9.2 Notwithstanding article 9.1, the content of this Contract may be disclosed if and when there is a request for disclosing based on the Dutch Act '*Wet Openbaarheid van Bestuur*' or to comply to the obligation of the Minister to inform the Dutch Parliament or is required to be disclosed pursuant to legal obligation or regulation.
- 9.3 The Minister will give notification to the Dutch Parliament of this Contract and its scope.



- 9.4 The Parties shall consult each other timely in case they are approached by Media or consider to react to publications or news in the Media, or to approach Media, in relation to the subject Contract. In their possible contacts with Media, the Parties will respect each other's reasonable interests.

## 10. Force Majeure

- 10.1 In the event either party is unable to perform its obligations under the terms of this Contract, because of causes reasonably beyond its control, (including but not limited to government restrictions including restrictions by the German government, unforeseen at the moment of signing this Contract or lack of access to equipment) or damage reasonably beyond its control, such party shall not be liable to the other party for any damages resulting from such failure to perform or otherwise from such causes.
- 10.2 The term 'force majeure' is in any event understood not to include: allocation of testing capacity by Contractor and/or LDW for the benefit of other clients, staff shortages, strikes, staff illness, shortages of materials (with exception of an acknowledged worldwide shortage), transport problems, late delivery or the unsuitability of items required for the performance of the Services, liquidity or solvency problems on the part of the Contractor or failures on the part of parties engaged by the Contractor.
- 10.3 If a Force Majeure event prevents the Contractor meeting its minimum volume guarantee in accordance with Article 6, the Contractor will give notice thereof within 48 hours of the occurrence such event, failing which it will not be entitled to rely on paragraph 1 of this Article. In case of Force Majeure preventing the Contractor meeting its minimum volume guarantee, it will not relieve the Contractor from rendering its Services in respect of the volumes it can reasonably supply despite such Force Majeure. A notice of Force Majeure shall be well motivated and, in the event of Government restrictions, be accompanied by an authorized statement from the relevant government evidencing such fact.

## 11. Data protection

- 11.1 In so far as the Contractor, as a processor within the meaning of the General Data Protection Regulation, processes personal data for the Sampling hub(s), the Contractor guarantees the application of appropriate technical and organisational

measures, so that processing meets the requirements of the General Data Protection Regulation and the protection of the data subjects is ensured.

- 11.2 Parties agree that personal data will be processed in accordance with the agreements as made between Contractor and the Sampling hub(s) in relation to the connection and use of CoronIT.

## 12. Limitation of Liability

- 12.1 The total aggregate liability of each party under this Contract (for breach of contract, tort or otherwise) shall not exceed EUR 2.57.2 AanbW 2012 EUR), in no event shall any party be liable to the other party for any indirect or consequential damages (*gevolgschade*) out of or in connection with this Contract. Parties do not exclude their liability for gross negligence or wilful misconduct.

## 13. Insurance

- 13.1 The Contractor has taken out and will retain insurance cover for the total aggregate liability as mentioned in article 11.1.
- 13.2 At the Ministers request, the Contractor will immediately present either the original or certified copies of the policies and proof of the payment of premium for the insurances referred to in paragraph 1 or a statement from the insurer to the effect that these policies exist and the premium has been paid. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.

## 14. Cancellation and termination

- 14.1 Without prejudice to the other provisions of the Contract, either Party may cancel the Contract in full or in part by registered letter, without recourse to the courts, if the other Party is in material default or compliance is permanently impossible.
- 14.2 However, the Minister may cancel the Contract forthwith out of court by registered mail, without being required to send any demand or notice of default, if the Contractor does not meet its minimum daily volume obligations as provided for in Article 6.1 more than 3 (three) times, if the Contractor applies for or is granted a provisional or definitive suspension of payment, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it undergoes a merger or a division or is dissolved which reasonably effects the compliance to the Contract.

**15. Governing law and jurisdiction**

- 15.1 This Contract is governed by the laws of the Netherlands and the parties hereto submit to the exclusive jurisdiction of the competent Court of Amsterdam, the Netherlands, for the purpose of any claim or dispute that may arise under this Contract.

**16. Final provisions**

- 16.1 This Contract sets out the entire agreement between the Parties. Any derogations from, amendments of or additions to this Contract, including changes in the scope of the Services are binding only if expressly agreed in writing by the Parties.
- 16.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract, including, with effect from the date of signature of this Contract, the Memorandum of Understanding dated 30 August 2020, are nullified by the signature of this Contract. The Memorandum of Understanding however will remain to govern Services already effectively rendered until the date of signature of this Contract.

**17. The position of LDW**

- 17.1 By co-signing this Contract LDW declares and acknowledges that it
- meets the Quality Requirements as mentioned in Schedule 1. As soon LDW foresees that it cannot meet these minimum requirements anymore LDW shall immediately inform the Minister;
  - Will not subcontract the Diagnostic tests to any other laboratory or third party;
  - In so far as it processes personal data it guarantees the application of appropriate technical and organisational measures, so that processing meets the requirements of the General Data Protection Regulation and the protection of the data subjects is ensured;
  - Shall keep the terms and the nature of all discussions with the Minister relating to this Contract and relating to affairs pursuant to the Contract confidential, in conformity with Article 9 above;
  - Guarantees subject to Force Majeure as described in Article 10 above to reserve exclusively for the Minister with respect to this Contract a minimum test capacity of 5.1.1c Diagnostic tests per day to be supplied via Contractor;

- Guarantees to have and keep a safety stock of reagents and disposables for the assigned Volumes of Diagnostic tests for at least 10 days based on the average Target volume.
- Will notify the Minister immediately, but in any case, within 48 hours, of any Force Majeure event on its part, preventing the performance of or the minimum level of Diagnostic tests provided for in this Contract and/or other Services;
- Confirms that in case of Force Majeure it will consider with the Minister and in consultation with Contractor, how to minimize the duration and effects of same;
- Submits to the exclusive jurisdiction of the competent Court in The Hague for the purpose of any claim or dispute that may arise in relation to its guarantees and obligations vis a vis the Minister in connection with this Contract and that it accepts that Netherlands Law will apply in this respect;

17.2 For the purpose of the Contract, the main activities of LDW are the examination of the samples upon receipt in the laboratory at the Cologne location, all this with due observance of the applicable provisions in the Contract.



Done on the date stated below and signed in triplicate.

The Hague, the Netherlands,

Baarn, the Netherlands,

For the State of the Netherlands,  
Minister of Health, Welfare and Sport,

For Contractor  
U-Diagnostics

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5.1.2e

Date: 5 februari 2021

Date: 15 januari 2021

For Labor Dr. Wisplinghoff GbR

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Date: 15 januari 2021

Date: 15 januari 2021



## **Schedule 1 Services, Laboratory, Volumes and Price**

### **1. Services**

Contractor will provide the following services ("Services"):

- Set-up and distribution of an appropriate introduction of relevant persons to be contacted and an instruction letter to the Sampling hubs;
- Self-sufficient procurement of all materials needed for the execution of the Services;
- Supply of Sampling kits to Sampling hubs;
- Collection and transportation of Samples from Sampling hubs to the laboratory of LDW including possibly necessary re-labelling of Samples in Baarn or elsewhere;
- Registration of Samples collected at the laboratory of LDW in CoronIT
- Diagnostic test of Samples;
- Registration of the results of the Diagnostic test in CoronIT;
- Appropriate and traceable storage of positive tested Samples;
- Destruction of tested Samples;
- Dedicated, appropriate and where relevant pro-active Support to the Services.

For operational details of the Services see Schedule 2 'Operational details of Services'.

### **2. Sampling hubs**

Contractor will provide Sampling kits and containers to and will pick up Samples from the Sampling hubs in the Netherlands as assigned on behalf of the Minister by Testing Service. In order to achieve the maximum guaranteed throughput time of 24 hours of the Services by Contractor as described in article 6 of the Contract, Testing Service on behalf of the Minister will do its best efforts to assign the Sampling hubs which are located as close as possible near the East and South East of the Netherlands and Contractor will do its best efforts to collect the Samples from the Sampling hubs on time.

### **3. Quality requirements LDW**

At the time of signature of this Contract:

- LDW is capable in processing potential SAR-CoV-2 positive specimens at BSL-2 (ML-2) level;
- LDW has at least one dedicated Medical Microbiologist medically responsible for the quality of the Diagnostic services and available for Sampling hubs for answering questions about the test results;
- LDW has a valid certificate for ISO15189 with RT-PCR in scope provided by a conform European standard accredited certification institute.

LDW has met all initial quality requirements and is validated by RIVM in the following way:

- Successful execution of a diagnostic sensitivity test of samples provided by the RIVM;
- Successful execution of a diagnostic specificity test of samples provided by the RIVM;
- Both tests are only successful if at least the core/reference Samples are diagnosed.

Contractor accepts for the purpose of monitoring the quality of LDW during utilization regular proficiency tests.

#### 4. Volumes of Services (tests per day)

Regarding the Volumes of Services four kinds of volumes are identified:

<u>Target volume</u>	the Volume the Minister and Contractor agreed upon as reserved Volume for use by the Minister in time towards the maximum contracted volume.
<u>Real volume</u>	the real number of tested Samples (actuals) for that particular Day

The Parties have agreed to build up a certain Target capacity reserved for Volumes of Services to be expected in the following way:

Milestones	Target volume per day	
Start contract Week n		
Week n+1		
Week n+2		
Week n+3		
Week n+4		
Week n+5		
Week n+6		
Week n+7		
Week n+8		
Week n+9		
Week n+10		
Week n+11		
Week n+ xx		



## **Schedule 2 Operational agreements**

### **1. Organization**

- VWS is owner of the Contract and final responsible for the execution and the management of the Contract and the payment of the Contractor.
- RIVM is responsible for the validation and approval of the quality prior to the utilization of LDW.
- Testing Service is responsible for the assignment of Sampling hubs and Volumes to Contractor and the monitoring of the quality of LDW throughout utilization.
- Testing Service is responsible for the conclusion, the monitoring and the management of the Contract.
- Sampling hubs are responsible for stock keeping of the by Contractor provided Sampling Kits, sample taking and registration of the samples and citizens in CoronIT.
- Contractor is responsible for:
  - the assignment of dedicated and knowledgeable teams of medical microbiologists, logistical experts and project management for troubleshooting, (pro-active) analysis and continuous improvement of the quality of the Services and answering questions about these Services;
  - the supply of Sampling Kits, labels and containers;
  - collection and transportation of the samples;
  - the testing of the samples;
  - registration of the testing results in CoronIT;
  - the traceable storage and/or the destruction of Samples;
  - monthly reports about complaints, responses and solutions to Testing Service.

### **2. Supply of Sampling kits and containers**

- Contractor provides Sampling kits with the following materials:
  - A pre-labelled collection tube with cap filled with buffer (Lyses, UTM or GLy) or an unlabelled collection tube with cap filled with buffer (Lyses, UTM or GLy) and separate labels, to be chosen by the Sampling hub;
  - The label is resistant to methyl alcohol (70%), storage at -80 °C, cannot be erased by thermal heat and is provided with a unique barcode, containing information of the Contractor or LDW and a tube number, which can be scanned with a maximum failure rate of 0,01% or 100 ppm;
  - The buffer is compatible with the Diagnostic test and not dangerous during use by the Sampling Hub staff;



- A CE-marked and patient-friendly nasopharyngeal- and throat swab;
- A seal bag with absorption filter for a safe transportation of the Sample.
- Contractor supplies beside the Sampling kits also appropriate disinfected containers and/or racks in an amount so that the sample taking process never must wait and in a quality so that collection and transportation of the Samples can be securely executed.
- Contractor supplies the Sampling kits and containers in consultation with the Sampling hubs minimum once a week, during opening times and free of charge.
- Contractor is responsible for an appropriate registration of the supplies.
- Contractor provides for its risk and costs a safety stock of Sampling kits and containers at Sampling hubs for a minimum of 7 days of the assigned Volumes. Contractor provides for its risk and costs a safety stock of Sampling kits and containers at Contractor or a central location in the Netherlands for a minimum of 30 days of the assigned number of tests.

Communication	Service window	Telephone number	Response time
Logistic issues	8:00 – 22:00; 7 days/week	+31 6 5.1.2e	15 minutes

### 3. Storage of Sampling kits and containers

- Sampling hub will store the Sampling kits and containers on its own costs at a temperature between 15 and 25°C.

### 4. Sampling

- The Sampling Hub registers the used collection tube and the information of the sampled citizen in CoronIT
- The Sampling Hub collect samples in accordance with the instructions of Contractor and RIVM ([www.lci.rivm.nl/richtlijnen/COVID-19](http://www.lci.rivm.nl/richtlijnen/COVID-19)).
- The Sampling Hub is responsible for the careful packaging of the samples in the sealing bags and the containers.

### 5. Collection and transportation of the Samples to the the laboratory of LDW

- Contractor collects in consultation with the Sampling hubs during opening times the Samples minimum twice a day, the last moment of collection just before closure time of the Sample hub.
- Contractor keeps a registration of the collected Samples.



- Contractor consolidates and/or transports the Samples to the LDW in accordance to UN3373.
- Contractor chooses a collection frequency and way of consolidation and/or transportation so that the total guaranteed maximum throughput time will be as short as reasonably possible, but at any time within the guaranteed maximum throughput time.
- Contractor keeps a registration so that collected and transported Samples can be traced.

Communication	Service window	Telephone number	Response time
Logistic issues	8:00 – 22:00; 7 days/week	+31 6 5.1.2e	15 minutes

#### 6. Diagnostic test of Samples

- Contractor assures that the connection with CoronIT is realized at the day of signature of this contract by both parties.
- Contractor and LDW will keep a registration of the received Samples.
- Missing tubes and/or missing or unreadable labels will be immediately reported by Contractor or LDW to the Sampling hubs where the batch Samples came from.
- If Contractor foresees that the agreed throughput time cannot be met, Contractor will immediately inform the Sampling hub and timely (< 2 hours after reception of the Samples) inform the Sampling hub and the Testing Service about the causes, the corrective actions and when the test results than can be expected;
- Contractor tests all received Samples through LDW.
- Contractor reports the results of these tests in CoronIT in an accurate way.
- Contractor will do its utmost to keep the number of 'undetermined' test results as low as reasonable possible, but at any time < 1%.\*
- Contractor will do its utmost to realize the shortest possible throughput time between the moment of Sampling at the Sampling hubs and the publication of the test results of the Samples in CoronIT, but anyway within the guaranteed maximum throughput time.

Communication	Service window	Telephone number	Response time
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Logistic issues	8:00 – 22:00; 7 days/week	+31 6	5.1.2e	15 minutes
Microbiological issues	8:00 – 22:00; 7 days/week	+49	5.1.2e	15 minutes
		5.1.2e		

Missing tubes and/or missing or unreadable labels reporting	a.s.a.p.
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Any foreseen delay of publication of the test results reporting	a.s.a.p.
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Contractor reports the test results of Samples in CoronIT	a.s.a.p.
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#### 7. Storage and destruction of Samples

- Negatively and undetermined tested Samples will be appropriately destroyed by LDW and/or LDW 3 days after publication of the test result of the Samples in CoronIT. Positively tested Samples will be appropriate and traceable stored by LDW for 2 months after publication of the test result of the Samples in CoronIT

Total days of storage of negative or undetermined Samples	3 days
Total days of storage positive Samples	2 months

8. Notwithstanding Contractor's responsibility for his obligations mentioned in this Schedule, tasks and activities marked with an \* shall effectively be carried out by LDW, marked with an \* shall effectively be carried out by Contractor and LDW