National Microbiology Framework Agreement Order Form Reference C111010

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 |
| 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 ID 4016 |

TO:

| Supplier: | Life Technologies Limited, 3 Fountain Drive, |
|-----------|--|
| опринет. | Inchinnan Business Park, Paisley, PA4 9RF (the "Supplier") |

| Contract Manager: | Name: |
|-------------------------------|---|
| Secondary Contact: | Name: |
| Account Manager: | Name: |
| Name and address for notices: | Name: Address: Life Technologies, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF E-mail: |

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 | | | | |
| Appendix C | Optional Additional Call-off Terms and Conditions for Maintenance Services | ☐ (only applicable if this box is checked) | | | |
| Appendix D | MA THE CASE WAS AND CONCUSTORISED IN DATE OF THE CONCUSTORISED IN THE CASE OF | | | | |
| Appendix E | Optional Additional Call-off Terms and Conditions for Reagent Rental | (only applicable if this box is checked) | | | |
| Appendix F | Optional Additional Call-off Terms and Conditions for Managed Equipment Services | (only applicable if this box is checked) | | | |
| Appendix G | Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services | (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 Each of the following clauses in Appendix H is only | (only applicable if one or more boxes are checked) | | | |
| | applicable to this Contract if the relevant box is checked: 1. TUPE applies at the commencement of the provision of Services | | | | |
| | 2. TUPE on exit | | | | |
| | 3. Different levels and/or types of insurance | | | | |
| | 4. Induction training for Services | | | | |
| | 5. Further Authority obligations | | | | |
| | Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services | | | | |

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

1. CONTRACT DETAILS

(1.1) Commencement Date: 10 November 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 one hundred and thirty three thousand, four hundred and twelve pounds and fifty four pence. (£133,412.54) (Excl. VAT) (the "Total Contract Value"). This contract covers the period from 10 November 2022 to 31 March 2023.
- 1.3.2 The Total Contract Value is the maximum value of goods/service which can be ordered under this Contract.
- 1.3.3Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.
- 1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)

(1.4) Term of Contract:

- 1.4.1 This Contract shall be deemed to have commenced on 10 November 2022 (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 March 2023 (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 90 days' written notice.

| (1.5) | Term | extens | ion o | ptions |
|-------|------|--------|-------|--------|
| | | | | |

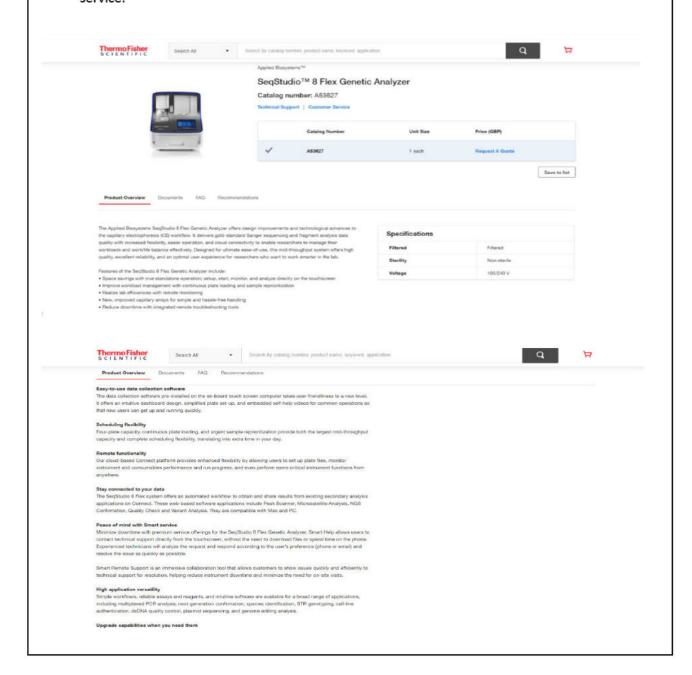
N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the "Specification") is as set by the manufacturer.

2.1.1 This contract covers the purchase of one SeqStudio 8 Flex Genetic Analyser, SEQSTUDIO 8FL SEQ FRAG Installation Kit, SmartStart onsite training, Gene Mapper Software and IQOQIPV SEQSTU8FLEX SEQ/ FRAG EA Installation, operational and instrument performance verification service.



| Item No. | SKU | Description | Qty |
|-------------|----------|---|-----|
| 2 | A53802 | SEQSTUDIO 8FL SEQ FRAG INSTALL KIT | |
| 3 | TRN00192 | SMARTSTART, SEQSTUDFLEX, 1D, CS each. Engaging and interactive 1-day onsite training led by experienced field application scientist (FAS) to get you up and going right from the start. | |
| 4 | A53547 | Software - GENEMAPPER FULL 6.1 EACH | |
| 9 | A53769 | IQOQIPV SEQSTU8FLEX SEQ/FRAG EA – Installation, operational and instrument performance verification (IQOQIPV) service. IQOQ documents that the instrument has been installed and operates according to manufacturer's specifications. IPV documents that the system can perform effectively and reproducibly within performance specifications. IQOQ and IPV are recommended at installation, after moving the instrument, upgrading software or hardware, planned maintenance or critical repairs. | |

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

- 2.2.1 The Supplier shall deliver the goods to the location 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 All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to attendance:

| | least 48 hours prior to att | endance: | • | • | • |
|-------|-----------------------------|----------|---|---|---|
| 2.2.5 | Primary delivery contact: | | | | |

- 2.2.6 The Supplier shall provide the following data when notifying the Delivery Contact:
 - Supplier name;

E-mail:

- 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 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: |
|---------------------------------------|----------------------------|-----------|
|---------------------------------------|----------------------------|-----------|

Name:

Address: Life Technologies Limited, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF

Phone

E-mail

(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 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with each quarterly consolidated invoice.

(2.5) Quality standards:

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

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

- 2.5.5.1 The Supplier is responsible for collecting the Goods.
- 2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.
- 2.5.5.3 Return Conditions shall be in accordance with Schedule 2 clause 3 (Inspection, rejection, return and recall of the Goods) of the Call Off Terms and Conditions

(2.6) Contract monitoring arrangements:

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

(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

such management 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).

- 2.7.2 Performance and key performance indicators to be reported by the Supplier on an annual basis include:
 - 1. List of current equipment (the "Asset Register");
 - 2. Schedule of the equipment for Planned Maintenance in the forthcoming year;
 - 3. 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
 - 7. Details of callouts by location, including root cause analysis; and
 - 8. 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.

| 100000000000000000000000000000000000000 | | | | A CONTRACTOR OF THE PARTY OF TH | 202 | | NAME OF STREET | |
|---|------|----|-----|--|-----|-----|----------------|----|
| IEA | CE / | 41 | CEN | ICE | /if | ann | icab | -1 |
| | | | | Pro 1 = 100 | | avu | | |

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

N/A

Signature for and on behalf of the Authority:



Date Signed: 15/11/2022

Signature for and on behalf of the Supplier:



Date Signed: 15th November 2022

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the services/goods to the location set out in Appendix 3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service/goods re made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 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 send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 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 designated finance mailbox e-mail: and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 The Supplier shall provide compliant invoices that include a valid PO 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 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 of equipment and pricing. Quotation: S4890959

| Item No | SKU | Description | Qty | Total Price (ex Vat) |
|---------|----------|--|------------|-------------------------|
| 1 | A53628 | SEQSTUDIO 8 FLEX, DESKTOP EACH | | |
| 2 | A53802 | SEQSTUDIO 8FL SEQ FRAG INSTALL KIT | | |
| 3 | TRN00192 | SMARTSTART, SEQSTUDFLEX, 1D, CS EACH Engaging and interactive 1-day onsite training led by an experienced field application scientist (FAS) to get you up and going right from the start. | | |
| 4 | A53547 | Software - GENEMAPPER FULL 6.1 EACH | | |
| 9 | A53769 | IQOQIPV SEQSTU8FLEX SEQ/ FRAG EA - Installation, operational and instrument performance verification (IQOQIPV) service. IQOQ documents that the instrument has been installed and operates according to manufacturer's specifications. IPV documents that the system can perform effectively and reproducibly within performance specifications. IQOQ and IPV are recommended at installation, after moving the instrument, upgrading software or hardware, planned maintenance or critical repairs. | | |
| | | Total Excluding VAT | | |
| | | Total: | £ 133,412. | 54 |

Appendix 2 - One Year Warranty Plan.

AB Assurance Service Plan

Parts, labour, and travel included - no additional costs for parts, labour, and travel associated with standard repairs

Priority response time for repairs

Annual planned maintenance —covers scheduled on-site service

Access to technical support (Mon-Fri, standard business hours)

Digital remote support and Smart Monitoring

During the PM service visit, the field service engineer will perform inspection of the system, software update if required, cleaning, lubricating, and alignment of relevant mechanical parts, cleaning and alignment of optical systems, functional tests as well as documentation of maintenance tasks, results, and findings.

Appendix 3 – Delivery Location.

BIRMINGHAM HEARTLANDS & SOLIHULL HOSPITAL PATHOLOGY STORES
BORDESLEY GREEN EAST
WEST MIDLAND PUBLIC HEALTH LAB
BIRMINGHAM
B9 5SS GB