


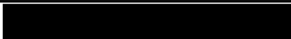
Appendix 1
National Microbiology Framework Agreement
Order Form – C114980

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX
Invoice address:	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact: eg. business operational contact, project manager	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW10 3HX
Internal reference (if applicable):	UKHSA CRE-ID 4149

TO

Supplier:	Bio-Techne Ltd, 19 Barton Lane, Abingdon Science Park, Abingdon OX14 3NB
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact:	[REDACTED] [REDACTED] [REDACTED]

Account Manager:	
Name and address for notices:	 Address: Bio-Techne Ltd. 19 Barton Lane, Abingdon Science Park, Abingdon, OX14 3NB

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 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	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(only applicable if one or more boxes are checked)
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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 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"/>

1. CONTRACT DETAILS**(1.1) Commencement Date:** 12th December 2022**(1.2) Services Commencement Date (if applicable):**

N/A

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

The maximum value of the Goods that can be ordered under this Contract is £90,000.00 (Ninety Thousand Pounds only) excluding VAT (the "Contract Price"). Full details of the Contract Price are contained in the Table 1a in Clause 1.3.1 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.1. Contract Price breakdown:

The Authority requires, and the Supplier shall provide, the products in Table 1a within this Clause. The goods must meet the suppliers specifications and operational performance. The Authority will raise a purchase order as detailed in this Appendix 1 – section 1.3.4 and items will be ordered as required during the Contract term.

Table 1a: Requirements

Product Name	Product Code	Format	Unit Price
Singleplex			
RNAscope Target Probes	Various	Manual	██████
RNAscope 2.5 HD Control Probes	Various	Manual	██████
RNAscope 2.5 HD Detection Reagents-RED	322360	Manual	██████
RNAscope 2.5 HD Reagent Kit - RED	322350	Manual	██████
RNAscope LS Control Probes	Various	Automated	██████
RNAscope LS Target Probes	Various	Automated	██████
RNAscope 2.5 LS Reagent Kit – RED	322150	Automated	██████
Multiplex			
RNAscope 3plex/4plex Control Probes	Various	Manual	██████
RNAscope Multiplex Fluorescent Detection Kit v2	323110	Manual	██████
RNAscope Multiplex Fluorescent Reagent Kit v2	323100	Manual	██████
RNAscope 4-Plex Ancillary Kit For MF v2	323120	Manual	██████
RNAscope 2.5 LS 3plex/4plex Control Probes	Various	Automated	██████
RNAscope LS Multiplex Fluorescent Reagent Kit	322800	Automated	██████
RNAscope LS 4-Plex Ancillary Kit MF Reagent Kit	322830	Automated	██████
General			
Setup Fee	320269	Both	██████

ImmEdge Hydrophobic Barrier Pen	310018	Manual	
ACD HybEZ Humidifying Paper (15 Sheets)	310015	Manual	
RNAscope Control Slides - Human Hela Cell Pellet	310045	Both	
RNAscope Control Slides - Mouse 3T3 Cell Pellet	310023	Both	
RNA-Protein Co-Detection Ancillary Kit	323180	Manual	
Co-Detection Antibody Diluent	323160	Both	
Vectamount (60ml)	321584	Both	
EcoMount (100ml)	320409	Both	
TSA Vivid Fluorophore kit 520	7523/1 KIT	Both	
TSA Vivid Fluorophore kit 570	7526/1 KIT	Both	
TSA Vivid Fluorophore kit 650	7527/1 KIT	Both	
RNAscope Probe Diluent	300041	Manual	
RNAscope® Target Retrieval Reagents	322000	Manual	
RNAscope® Wash Buffer Reagents	310091	Manual	
RNAscope® Protease III & Protease IV Reagents	322340	Manual	
RNAscope® H2O2 and Protease Reagents	322381	Manual	
RNAscope® H2O2 & Protease Plus Reagents	322330	Manual	

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

1.3.3. Payment terms are net 30 days from receipt of a valid monthly invoice.

1.3.4. 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.

1.3.5. The Supplier shall provide a consolidated invoice to the Authority for all Goods received and accepted by the Authority.

1.3.6. All invoices should 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.

1.3.7. All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of account on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

1.3.8. To avoid delay in payment the Supplier shall provide a compliant invoice that includes, as a minimum, 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.

1.3.9. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

(1.4) Term of Contract:

1.4.1. Unless terminated earlier, this Contract shall expire on 31st March 2023.

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 extension options:

1.5.1 The Authority may extend the contract for the period 1st April 2023 – 31st March 2026, or such shorter period as the Authority may specify in the notice, (the “Extension Period”) by giving the Supplier written notice no later than 28th February 2023.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods:

2.1.1 The Authority will purchase, and the Supplier will supply RNAScope technology reagents as listed in the below table (the “Goods”).

Product Name	Product Code	Format
Singleplex		
RNAscope Target Probes	Various	Manual
RNAscope 2.5 HD Control Probes	Various	Manual
RNAscope 2.5 HD Detection Reagents-RED	322360	Manual
RNAscope 2.5 HD Reagent Kit - RED	322350	Manual
RNAscope LS Control Probes	Various	Automated
RNAscope LS Target Probes	Various	Automated
RNAscope 2.5 LS Reagent Kit – RED	322150	Automated
Multiplex		
RNAscope 3plex/4plex Control Probes	Various	Manual
RNAscope Multiplex Fluorescent Detection Kit	323110	Manual
RNAscope Multiplex Fluorescent Reagent Kit v2	323100	Manual
RNAscope 4-Plex Ancillary Kit For MF v2	323120	Manual
RNAscope 2.5 LS 3plex/4plex Control Probes	Various	Automated
RNAscope LS Multiplex Fluorescent Reagent Kit	322800	Automated
RNAscope LS 4-Plex Ancillary Kit MF Reagent Kit	322830	Automated
General		
Setup Fee	320269	Both
ImmEdge Hydrophobic Barrier Pen	310018	Manual
ACD HybEZ Humidifying Paper (15 Sheets)	310015	Manual
RNAscope Control Slides - Human HeLa Cell Pe	310045	Both
RNAscope Control Slides - Mouse 3T3 Cell Pella	310023	Both
RNA-Protein Co-Detection Ancillary Kit	323180	Manual
Co-Detection Antibody Diluent	323160	Both
Vectamount (60ml)	321584	Both
EcoMount (100ml)	320409	Both
TSA Vivid Fluorophore kit 520	7523/1 KIT	Both
TSA Vivid Fluorophore kit 570	7526/1 KIT	Both
TSA Vivid Fluorophore kit 650	7527/1 KIT	Both
RNAscope Probe Diluent	300041	Manual
RNAscope® Target Retrieval Reagents	322000	Manual
RNAscope® Wash Buffer Reagents	310091	Manual
RNAscope® Protease III & Protease IV Reagents	322340	Manual
RNAscope® H202 and Protease Reagents	322381	Manual
RNAscope® H202 & Protease Plus Reagents	322330	Manual

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

2.2.1. The Supplier will in accordance with the Ordering Process in 1.3 herein deliver the agreed quantity of Goods directly to the Authority's Premises and Locations identified below

2.2.2. The Supplier shall deliver agreed quantities of the Goods to:

Goods Inwards,
UKHSA Porton,
Manor Farm Road,
Salisbury,
SP4 0JG

2.2.3. All planned deliveries need to be pre-advised to the Authority's primary delivery contact and

the additional delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to shipping:

(a) Primary delivery contact [REDACTED]

or

(b) Additional delivery contact: [REDACTED]
[REDACTED]

2.2.3 Please provide the following data when notifying the Delivery Contact:

- (a) Supplier name;
- (b) Authority's PO number;
- (c) Item reference, Supplier's part code, description, quantity, batch number, storage requirements and barcode;
- (d) Item / pallet / carton reference for multi-pallet / carton shipments; and
- (e) Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.4 The Delivery Contact will confirm:

- (a) Booking reference number;
- (b) Date and time of delivery slot (where applicable); and
- (c) Delivery address.

2.2.5 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has signed the delivery note confirming receipt.

2.2.6 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.

2.2.7 The Goods return conditions will be as follows:

- (a) The Supplier is responsible for collecting the Goods.
- (b) The Supplier is responsible for the costs of returning/collecting the Goods.

2.2.8 Warranty:

- (a) In the event that Goods are deemed to be defective goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to requiring, and the Supplier shall: (a) refund of the price of such Goods; or (b) replacement Goods

2.2.9 Any orders placed or communicated directly by or on behalf of the Premises and Locations to the Supplier (other than by the Authority), if processed, shall be at the Supplier's risk and may not be authorised for payment by the Authority.

2.2.10 The Goods shall have a minimum shelf life of 3 months at time of delivery.

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



(2.4) Performance standards:

- Timely delivery of the Goods in accordance with Clause 2.6 of this Order Form.
- Quality of Goods i.e. Goods to meet Specifications as stated in section 2.1 above.
- Proof of delivery supplied with each invoice.

(2.5) Quality standards:

The Supplier shall ensure that the Goods meet quality assurance standards as appropriate and only where specified in the Supplier's product documentation applicable to the Goods.

(2.6) Contract monitoring arrangements:

2.6.1 The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the ordering process.

2.6.2 The Authority Contract Manager and the Supplier Contract Manager may meet 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 (unless otherwise requested by the Authority).

(2.7) Management information and meetings:

2.7.1 An informal meeting may take place on a monthly basis with the Parties Contract Managers and relevant authorised representatives of the Authority until delivery is received in full.

2.7.2 The Supplier shall attend such other ad hoc formal and informal as maybe requested by the Authority from time to time.

2.7.3 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. The Supplier shall provide the following performance and key performance indicators monthly:

- Not applicable

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

All commercial information, including price and forecasted volumes shall be deemed as confidential between the parties.

(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:

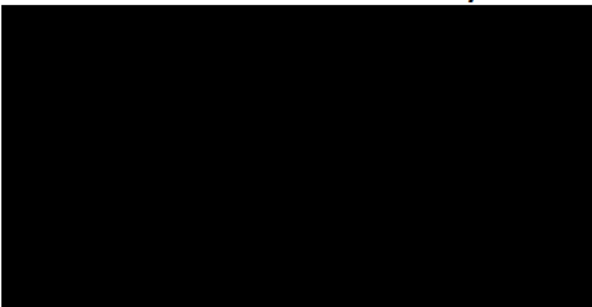
Not applicable.

5. LEASE / LICENSE (if applicable)

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

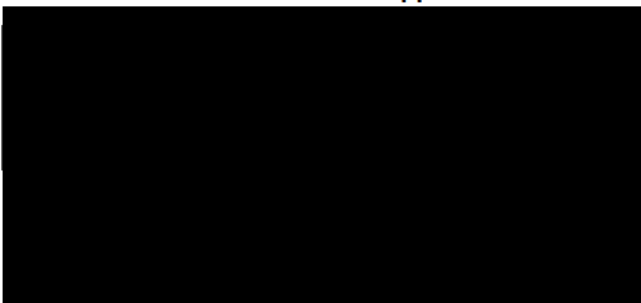
N/A

For and on behalf of the Authority



Date Signed: 12th Dec 2022

For and on behalf of the Supplier



Date Signed: 12.12.2022