

## Appendix 1

### National Microbiology Framework Agreement Order Form

#### FROM

<b>Authority:</b>	UK Health Security Agency
<b>Invoice address:</b>	Post: 10 South Colonnade, Canary Wharf, London, E14 4PU 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: 10 South Colonnade, Canary Wharf, London, E14 4PU Email: [REDACTED]
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: <b>C404578</b>

#### TO

<b>Supplier:</b>	Life Technologies Limited 3 Fountain Drive, Inchinnan Business Park Paisley PA4 9RF  Company Registration: SC083107
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED]

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

	Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email Address: [REDACTED] Address: 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF, Scotland, United Kingdom

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>				
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)				
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)				
<b>Appendix D</b>	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))				
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)				
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)				
<b>Appendix G</b>	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))				
<b>Appendix H</b>	<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> </table>	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>	2. TUPE on exit	<input type="checkbox"/>	(only applicable if one or more boxes are checked)
1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>					
2. TUPE on exit	<input type="checkbox"/>					

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

	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"/>	
	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 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 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:** As of the date of the signature by the Authority within.

**(1.2) Services Commencement Date (if applicable):**

Service and Maintenance plan (ZG11SCSEQSTUDIO) to commence One (1) Year from delivery.

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

The Charges for the Deliverables shall be as set out below:

**Table 1**

Product Code/SKU	Description	QTY	Framework Price (£)
A35644	SEQSTUDIO with Smartstart Each	1	
A34274	SEQSTUDIO GENETIC ANALYZER EACH		
4443764	SW, SEQA, SS, VR, & GM (W ROYALTY) A software bundle that consists of Win10 compatible CE analysis SW (Sequencing Analysis SW 8, SeqScape 4.1, Variant Reporter 3.1, GeneMapper 6.1)		
A34684	SMART TRAINING SESTUDIO EACH		
A35000	SEQSTUDIO STARTER KIT EA	1	
TRAINDNE2	TRN, CE FAS, 1DAY, CS Customer Site. Please open a training call.	1	
A40004742	INNOVIGENE, 5U, SEQ, FRAG 1Y EACH	1	
A34272	SEQSTUDIO DESKTOP EACH	1	
A34530	SVC, IQOQIPV SEQSTUDION FRAG/SEQ EA	1	
ZG11SCSEQSTUDIO	AB ASSURANCE 1PM, SEQSTUDIO EA	1	

The maximum value of the Goods that can be ordered under this Contract is Sixty-Four Thousand, Nine-hundred and Sixty Pounds and Forty-Seven pence (£64,960.47). The charges outlined in Table 1 shall remain fixed throughout Year One (1) Contract Term. The Charges in Table 1 shall be reviewed after Year One (1) of the contract.

As per National Microbiology Framework Schedule 6, 'Proposed framework price increases should not exceed the Consumer Price Index (CPI) for the previous twelve (12) months prior to the submission date.' To note, there is no obligation for authority to spend full contract value.

The Contract Price excludes VAT at the applicable rate and any other taxes and delivery charges.

1.3.1. The Authority requires, and the Supplier shall provide, the products in Annex 1 within this Clause. The Authority reserves the right, at its sole discretion, to order the products in

Annex 1 and will raise a purchase order, if required, of any amount up to the total amount during Contract Term.

1.3.2. This contract comprises of the purchase of a SEQSTUDIO with Smartstart along with peripheral equipment and a future service and maintenance plan (ZG11SCSEQSTUDIO) for European Collection of Authenticates Cell Culture (ECACC) Service.

1.3.3 Only orders placed directly by the Authority are binding under 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).

1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.

1.3.6 In accordance with clause 2.6.1 of this Contract the Authority will send one or more unique purchase orders ("PO") for either the Premises and Locations initial requirements or their total requirements. For the avoidance of doubt, the aggregate PO values shall not exceed the maximum Contract Price.

1.3.7 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

1.3.8 The Supplier shall provide 1 (one) invoice per PO to the Authority for Goods delivered against the relevant PO.

1.3.9 All invoices must be sent to [REDACTED] quoting a valid PO number.

1.3.10 To avoid delay in payment it is important that the Supplier provides 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.

1.3.11 In support of a valid invoice the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods by the Authority at the Authority's nominated Premises and Locations or any other agreed point(s) of delivery.

1.3.12 Any queries regarding an outstanding payment shall be directed to [REDACTED].

#### **(1.4) Term of Contract:**

1.4.1 The Term shall commence on the date of last signature (the "Commencement Date") and the Expiry Date shall, unless terminated earlier, or extended in accordance with the terms and conditions of the Contract, be Three (3) years after the "Commencement Date". (the "Term")

1.4.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than thirty (30) days' notice in writing.

1.4.3 Should the Authority terminate this Contract during the Term in accordance with Clause 10.1 of Appendix H, then there shall be no termination sum payable by the Authority to the

Supplier.

**(1.5) Term extension options:**

The Authority may extend the Contract for a period of up to Two (2) x Twelve (12) months, and at a similar budget by giving not less than ten (10) Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

**(2.1) Description of the Goods / Services:**

Purchase of One (1) SeqStudio with Smartstart and peripheral equipment as detailed in Table 1 of (1.3) Contract Price above.

Service and Maintenance plan (ZG11SCSEQSTUDIO) as detailed in Table 1 of (1.3) Contract Price above to commence one (1) year from delivery following Twelve (12) months Supplier warranty.

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

2.2.1 The Supplier shall deliver the Goods and Services to the following Premises and Locations as specified in the relevant PO.



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

**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the quality of goods conform and perform to the Specification, in compliance with ISO standards that apply.

2.4.2 Timely delivery of the Goods in accordance with section 2.5 below. Delivery will be no longer than 10 days from purchase order.

2.4.3 Proof of delivery of the Goods to be supplied with each invoice.

2.4.4 The Supplier will meet regularly with the Authority to resolve and discuss issues and usage of the items contained within the contract.

2.4.5 The Supplier will inform the Authority of any changes to the items within the contract, and replacement of included items, and any newly released or commercialised items suitable for usage by UKHSA.



2.4.6 The Supplier will respond to communications from the Authority in a timely fashion.

**(2.5) Quality standards:**

2.5.1 In the event that Goods are deemed to be Defective Goods by the Authority and agreed with the Supplier, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, clause 3.6 of the Call-Off Terms and Conditions.

**(2.5.5) Return Conditions:**

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:**

2.6.1 As stated in clause 1.3.6 of this Contract, during the Term the Authority shall issue POs for the requirements of the Premises and Locations and the Supplier shall deliver the required Goods within the Typical Lead Times. In the event the Supplier cannot fulfil the PO requirements then any proposed reduction in quantities to be delivered or delays shall be agreed with the Authority's Contract Manager.

2.6.2 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.

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

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') 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). The request for management information may include:

- Quality of delivery in accordance with the Contract
- Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Contract)

**3. CONFIDENTIAL INFORMATION (if applicable)**

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

Pricing and Individual contract Information

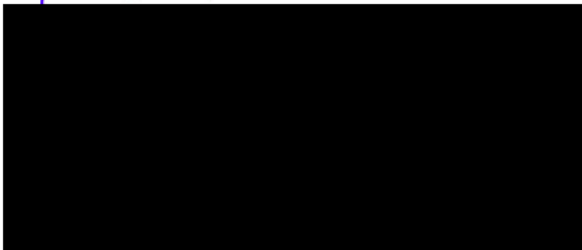
**(3.2) Duration that the information shall be deemed Confidential Information:**

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties
<b>4. DATA PROCESSING (if applicable)</b>
<b>(4.1) Personal Data to be processed by the Supplier:</b> In accordance with the Data Protection Protocol.

<b>5. LEASE / LICENSE (if applicable)</b>
<b>(5.1) The Authority is granting the following lease or licence to the Supplier:</b>  Not Applicable

For and on behalf of the Authority:

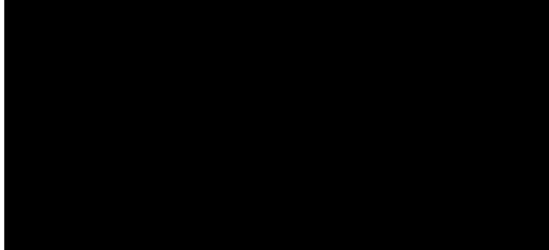
Signed by:



Date Signed:    11/12/2025

For and on behalf of the Supplier:

Signed by:



Date Signed:    11.12.2025



## Annex A

## Order Specific Key Provisions

### 1.1. Delivery and Risk:

1.1. The Supplier shall deliver the goods to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex 1 and the Call-Off Terms and Conditions.

## 2. Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid 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 ("the PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail:

\_\_\_\_\_ and their agreed representative 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 To avoid delay in payment it is important that the Supplier provides 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.

2.7 If you have a query regarding an outstanding payment, please contact our

Accounts Payable section by email to: [REDACTED]