

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

|  |   |
|--|---|
| <b>Authority:</b>  | The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency with offices at Nobel House, 17 Smith Square, London SW1P 3HX (“UKHSA”) |
| <b>Invoice address:</b>  | Accounts Payable<br>UKHSA<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br><br>Email: [REDACTED]  |
| <b>Contract Manager:</b>   | Name: [REDACTED]<br>Phone: [REDACTED]<br>E-mail: [REDACTED]   |
| <b>Secondary Contact:<br/>e.g. business<br/>operational<br/>contact, project<br/>manager</b> | Name: [REDACTED]<br>Phone: [REDACTED]<br>E-mail: [REDACTED]   |
| <b>Procurement lead</b>  | Name: [REDACTED]<br>Phone: [REDACTED]<br>E-mail: [REDACTED]   |
| <b>Name and address<br/>for notices:</b>   | Name: [REDACTED]<br>Address: [REDACTED]<br>[REDACTED]<br>E-mail: [REDACTED]   |
| <b>Internal reference<br/>(if applicable):</b>   | To be quoted on all correspondence relating to this Order Form:<br>[REDACTED]   |

**TO**

|                           |   |
|---------------------------|---|
| <b>Supplier:</b>          | Life Technologies Limited                                   |
| <b>Contract Manager:</b>  | Name: [REDACTED]<br>Phone: [REDACTED]<br>E-mail: [REDACTED] |
| <b>Secondary Contact:</b> | Name: [REDACTED]<br>Phone: [REDACTED]<br>E-mail: [REDACTED] |

|                                      |   |
|--------------------------------------|---|
| <b>Account Manager:</b>              | Name: <input type="text"/><br>Phone: <input type="text"/><br>E-mail: <input type="text"/> |
| <b>Name and address for notices:</b> | Name: <input type="text"/><br>Address: <input type="text"/><br><input type="text"/>       |

**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   | <div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <table><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></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"/> | (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"/>   |  |                          |                 |                          |   |                          |                                    |                          |                                  |                          |  |
| 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:** 3<sup>rd</sup> August 2023**(1.2) Services Commencement Date (if applicable):** N/A**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

£23,838.01 Excluding VAT

Pricing as per quote reference [REDACTED] dated [REDACTED] (excluding any supplier terms and conditions referred to therein) and confirmed as remaining valid in email of [REDACTED].

As confirmed in email of [REDACTED] pricing is delivered to UKHSA with no additional shipping costs and lead time is up to two weeks.

| Item | SKU        | Description | Price      |
|------|------------|-------------|------------|
| 1    | [REDACTED] | [REDACTED]  | [REDACTED] |
| 1.1  | [REDACTED] | [REDACTED]  | [REDACTED] |
| 1.2  | [REDACTED] | [REDACTED]  | [REDACTED] |
| 1.3  | [REDACTED] | [REDACTED]  | [REDACTED] |
| 2    | [REDACTED] | [REDACTED]  | [REDACTED] |
| 3    | [REDACTED] | [REDACTED]  | [REDACTED] |

**Total Excluding VAT: £23,838.01**

UKHSA reserves the right to purchase additional QuantStudio 5 system and accessories if required.

**(1.4) Term of Contract:** 1 year**(1.5) Term extension options:** N/A**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

The scope of the contract is for Life Technologies Limited to provide UKHSA with QuantStudio 5 PCR System, all associated accessories and peripherals.



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

To be delivered to location as specified on the Purchase Order.

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

[REDACTED]

**(2.4) Performance standards:**

As agreed between UKHSA and the supplier.

**(2.5) Quality standards:**

As agreed between UKHSA and the supplier.

**(2.6) Contract monitoring arrangements:**

As agreed between UKHSA and the supplier.

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

As agreed between UKHSA and the supplier.

**3. CONFIDENTIAL INFORMATION (if applicable)****(3.1) The following information shall be deemed Confidential Information: N/A**

Contact details including, but not limited to, email addresses, landline/mobile phone numbers of Authority's representatives.

Contact details including, but not limited to, email addresses, landline/mobile phone numbers of Supplier representatives.

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

For a period of three (3) years after the expiry or earlier termination of this Contract, in accordance with Clause 1.6.2 of Schedule 3 of the Agreement, 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:**

Not applicable.

Signed by the authorised representative of **The Authority:**

Signed by the authorised representative of **The Supplier:**

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Introduction**

- 1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form. *[Insert further sections as required for the purposes of the specific Order]*
- 1.2 Delivery: The Supplier shall deliver the Goods in accordance with any delivery timescales, delivery dates and delivery instructions (to include, without limitation, as to delivery location and delivery times) set out in an associated purchase order or as otherwise agreed with the Authority in writing.
- 1.3 Invoicing Procedure: Within 10 working days of this Order Form being countersigned we will send you a purchase order with a unique purchase order number. You must be in receipt of a valid purchase order number before submitting an invoice.

Invoices should be submitted promptly, quoting a valid purchase order number, to Accounts Payable at [REDACTED] or as otherwise specified in an associated purchase order.

Payment of undisputed invoices will be made within 30 days of receipt of invoice.