

**National Microbiology Framework Agreement
Order Form
Reference C127900
Life Technologies Ltd**

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 Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: business operational contact/project manager	Name: [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] [REDACTED] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
Internal reference (if applicable):	CRE ID 4167

TO:

Supplier:	Life Technologies Ltd, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF (the “Supplier”)
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Contract Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Secondary Contact:	Name: [REDACTED] [REDACTED] [REDACTED]
Account Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Life Technologies Ltd, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF E-mail: [REDACTED]

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 checked="" 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	Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	(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 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"/>	
	24. 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 checked="" type="checkbox"/>	

1. CONTRACT DETAILS**(1.1) Commencement Date:** 2nd February 2023**(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 three hundred and forty four thousand, one hundred and thirty seven pounds and no pence. (£344,137) (Excl. VAT) (the “Total Contract Value”). This contract covers the period from 2nd February 2023 to 31 March 2023.

1.3.2 The Total Contract Value is the maximum value of services which can be ordered under this Contract.

1.3.3 Payment 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 2nd February 2023 (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 extension options:

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services:**

The specification of the Goods/Services (the “Specification”) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase and installation of () Quantstudio 5 Real Time PCR Systems, Quantstudio 7 Real Time PCR System, associated consumables and the Quantstudio 7’s for the Authority as outlined below.

2.1.2 The Supplier shall ensure delivery and invoicing of the goods/services takes place after the Contract commencement date and prior to the end of the Term (31st March 2023).

Item No	SKU	Description	Qty	List Price	Net Price	Extended Price
1	A29219	QS5 0.2 LAP, 1YR EW, 1D ORIENT EACH	7			
1.1	A28569	QS5 0.2ML QPCR SYSTEM, LAPTOP EACH Dell Laptop computer minimum specs: * Processor speed of 2.7GHz minimum * 4GB Ram memory minimum * Windows 10 Operating system * 250GB hard drive minimum * DVD RW drive	1			
1.2	ZG60SCQS5STD	EXT WARR,QSTUDIO5,0.2ML,0PM PC	1			
1.3	A28807	SMARTSTART, QS 3/5, 1DAY, CS EACH	1			
2	4432382	TAQMAN RNASE P 96-WELL INSTR VERIF PLATE	7			
3	ZG11SCQS5STD	AB ASSURANCE,QSTUDIO5,0.2ML PC	7			
Item No	SKU	Description	Qty	List Price	Net Price	Extended Price
1	A43169	QS7-PRO 96W 0.2ML QPCR,LAPTOP EA	1			
2	ED000650	POWER CORD-UK EACH	1			
3	TRN00303	SMARTSTART QS 6/7 PRO 1DAY, CS TRAINING	1			
4	4432364	96-WELL ROI&BACKGROUND PLATES EACH	1			
5	4432382	TAQMAN RNASE P 96-WELL INSTR VERIF PLATE	1			
6	A26343	STD 96-WELL 10-DYE CAL KIT. EA	1			
7	4360954	OPTICAL ADHESIVE COVERS 25 PCS/1 PACK	1			
8	A26774	KIT,802.11AC/B/G/N WIFI DONGLE EACH	1			
9	ZG11SCQSTUDI O7PRO	AB ASSURANCE,1PM, QSTUDIO7PRO EACH	1			

Item No	SKU	Description	Qty	List Price	Net Price	Extended Price
1	A45956	QS-PRO BLOCK UPGRADE TAC EA	1			
2	4432250	ARRAY CARD CALIBRATION INSTALL KIT	1			
3	4442571	TQMN ARRAY BUCKET CLIP,2ND GEN EACH	1			

QuantStudio™ 5 Real-Time PCR System, 96-well, 0.2 mL, laptop



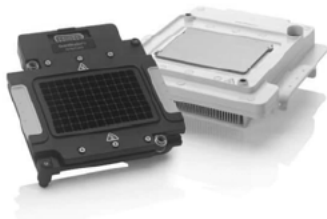
Specifications	
Block Format	Non-interchangeable
Format	96-well Plate
For Use With (Equipment)	QuantStudio™
Product Line	QuantStudio™
Display Type	Touchscreen
Shipping Condition	Room Temperature
Volume (Metric) Thermal Block Sample	0.2 ml

QuantStudio™ 7 Pro Real-Time PCR System, 96-well, 0.2 mL, laptop



Specifications	
Block Format	Interchangeable
Product Line	QuantStudio™
Display Type	12 in. Color Touchscreen
Green Features	Energy Efficient, Fewer Resources used and Less Waste
Shipping Condition	Room Temperature
Description	QuantStudio 7 Pro

QuantStudio™ Pro Block Upgrade Kit, TaqMan™ Array Card



Specifications	
For Use With (Equipment)	QuantStudio™ 7 Pro
Product Type	Block Upgrade

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

2.2.1 The Supplier shall deliver the goods to the address listed in Appendix 1.

2.2.2 Primary delivery contact: Business Operational Contact: [REDACTED]

E-mail: [REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's Order Number;
- Item reference, Supplier's part code, description and quantity;

2.2.4 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- 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 service / maintenance recording sheet.

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

Name: [REDACTED]

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

Phone: [REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods to good industry standards.
- Timely delivery of the 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 supply the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

(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. Number of service call outs received with reference to associated equipment serial number;
3. Equipment performance reviewed including levels of equipment break down;
4. Review of response time and time to fix rate resolution
5. Details of callouts by location, including root cause analysis; and
6. 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.

5. LEASE / LICENSE (if applicable)

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

N/A

Signature for and on behalf of the Authority:

A large black rectangular box redacting the signature of the Authority.

Date Signed: 06/02/2023

Signature for and on behalf of the Supplier:

A large black rectangular box redacting the signature of the Supplier.

Date Signed: 03/02/2023

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

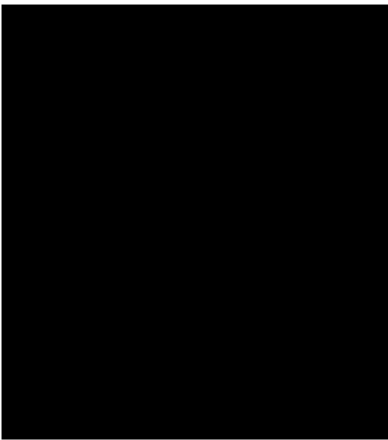
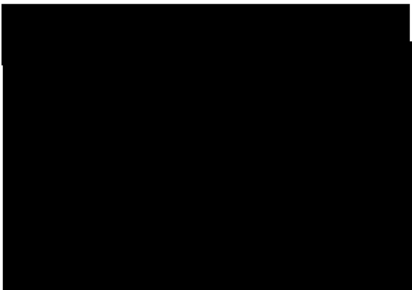
- 1.1. The Supplier shall deliver the services to the location(s) set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendices 1 and 2 hereto, and the Call-Off Terms and Conditions.

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 [REDACTED] 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:
[REDACTED]

Appendix 1

Delivery and Contact Details



Appendix 2 – AB Assurance Service 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