



Department
for Environment
Food & Rural Affairs

Defra Group Commercial
3rd Floor, Mallard House
1-2 Peasholme Green
York, YO1 7PX

T: [REDACTED]
[REDACTED]

Intergra Biosciences
2 Rivermead Business Park Thatcham
Berkshire RG19 4EP
United Kingdom

Your Ref: 2400118276 and 2300115899B
Our Ref: P-35380 (C23379)
Date: 22nd February 2024

Attention: [REDACTED]
Email: [REDACTED]

Dear Richard

Contract: C23379) award for the Supply of 1 x Mini 96 Pipette, including a 12-month warranty and a one (1) year preventative and corrective maintenance cover post warranty.

Following your proposal for the supply and maintenance service of 1 x Mini 96 Pipette to Animal & Plant Health Agency (APHA), we are pleased to award this contract to you.

The attached contract details ("**Order Form**") and the **Appendices** set out the terms of the contract between INTEGRA Biosciences and APHA for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables.

Please confirm your acceptance of the Conditions by signing, by way of electronic signature, the Order Form within **2** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours sincerely,

[REDACTED] | Higher Executive Officer | Environmental Goods and Services | Defra Group
Commercial | Vets & Labs | Email: [REDACTED]



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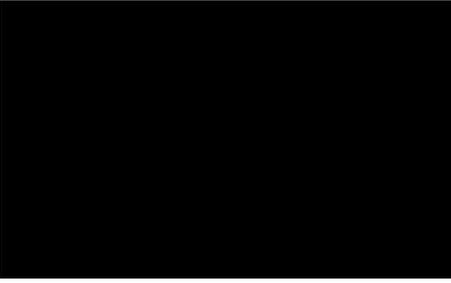
Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	<i>To be Confirmed (following agreement of this Contract)</i>									
2. Customer	Animal and Plant Health Agency (APHA), Weybridge, Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB									
3. Contractor(s)	Registered Address: Intergra Biosciences2 Rivermead Business Park Thatcham, Berkshire RG19 4EP, United Kingdom. Registration Number: ██████████									
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Animal and Plant Health Agency (APHA)									
5. The Agreement	This Order is part of the Agreement and is subject to the terms and conditions Referenced at Appendix 1 and shall come into effect on the Start Date. Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order): <ul style="list-style-type: none"> a) this Order. b) the terms and conditions at Appendix 1; and c) the remaining Appendices (if any) in equal order of precedence. 									
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input type="checkbox"/> Good and Services: <input checked="" type="checkbox"/>								
	Goods	The Goods to be supplied under this Agreement are described in Appendix 2 – Specification and summarised below as: <table border="1" data-bbox="639 1664 1378 1971"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>4850</td> <td><i>Two Position Stage</i></td> <td>1</td> </tr> <tr> <td>4803</td> <td><i>MINI 96 Pipette, 10-300 µl</i></td> <td>1</td> </tr> </tbody> </table>	Part Number	Description	Qty	4850	<i>Two Position Stage</i>	1	4803	<i>MINI 96 Pipette, 10-300 µl</i>
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		<p>The Goods are to be Delivered in accordance with the following instructions:</p> <p>Delivery Address: Animal and Plant Health Agency (APHA) Woodham Lane, New Haw, Addlestone, Surrey KT15 3NB</p> <p>Date of Delivery: On or before 22nd of March 2024</p> <p>Packaging Instructions: As per the manufacturer's guidelines.</p> <p>Additional Delivery Instructions: Deliveries shall be made within Working Hours (excluding Public Holidays).</p> <p>Warranty Period: 12-month from Delivery.</p>						
	Services	Maintenance beyond the initial 12-month warranty period shall be covered by a one (1) year preventative and corrective maintenance cover as part of this Agreement.						
7. Start Date	01 March 2024							
8. Expiry Date	<p>28 February 2026.</p> <p>The initial term of the Agreement shall be for 2 (two) years from 01/03/2024 to 28/02/2026. The customer has the option to extend the Agreement by a further period of up a maximum of two (2) years.</p>							
9. Charges	The Charges for the Goods and Services shall be as set out below in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.							
10. Payment	<p>The Customer's preference is for all invoices to be sent electronically, in PDF format, quoting a valid Purchase Order Number (PO Number), to:</p> <p style="text-align: center;">████████████████████</p> <p>Alternatively, you may post to:</p> <p style="text-align: center;">SSCL - Animal and Plant Health Agency APH Sort Ref 791 Newport NP10 8FZ</p> <p>Payments will be made in GBP by BACS transfer using the details provided by the supplier on submission of a compliant invoice. If you have a query regarding an outstanding payment, please contact the Customer's Authorised Representative(s).</p>							
11. Contractor's Liability Cap (Clause 13.2.1)	£ ██████████							

12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be ██████████, email: ██████████ or, in their absence, ██████████, email: ██████████									
13. Contractor's Authorised Representative	For general liaison, your contact will continue to be: ██████████: email: ██████████									
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option C in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. Option C: Contractor ownership of all New IPR with Customer rights for the current contract and broader public sector functions.									
15. Progress Meetings and Progress Reports	Not applicable									
16. Address for notices	Customer: Animal and Plant Health Agency, Weybridge (APHA) Woodham Lane, New Haw, Addlestone, Surrey, KT15 3NB Attention: ██████████ Email: ██████████ Contractor: Intergra Biosciences 2 Rivermead Business Park Thatcham Berkshire RG19 4EP United Kingdom Attention: ██████████ Email: ██████████									
17. Key Personnel of the Contractor	<table border="0"> <thead> <tr> <th style="text-align: left;">Key Personnel Role:</th> <th style="text-align: left;">Key Personnel Name:</th> <th style="text-align: left;">Contact Details:</th> </tr> </thead> <tbody> <tr> <td>Technical Lead</td> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>Country Sales Manager</td> <td>██████████</td> <td>██████████</td> </tr> </tbody> </table>	Key Personnel Role:	Key Personnel Name:	Contact Details:	Technical Lead	██████████	██████████	Country Sales Manager	██████████	██████████
Key Personnel Role:	Key Personnel Name:	Contact Details:								
Technical Lead	██████████	██████████								
Country Sales Manager	██████████	██████████								
18. Procedures and Policies	Not Applicable									
19. Special Terms	Not Applicable									
20. Additional Insurance	Insurance to be in place in line with industry best practice.									
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>									

Supplier Signature:



Authority Signature:



Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Defra Website](#) and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

Appendix 2: Specification/Requirement

This section sets out the Customer's requirements.

1. Background

1.1 The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at:

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

1.2 APHA is responsible for safe-guarding animal and plant health for the benefit of people, the environment and the economy. Amongst others, APHA engages with farmers, industry groups and the public and acts as an interface between industry and government. APHA has responsibility for applying and providing expert advice to decision makers and rapidly responding to emergencies in case of outbreak of diseases. Further information on APHA can be found at:

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency>

1.3 Bovine TB is the highest animal disease priority for Defra, and a recent report highlighted that the development of a deployable vaccine and the development of improved diagnostic tests would have major impacts in accelerating eradication of this disease. The BAC4 workgroup (Bovine tuberculosis research) at APHA undertakes immunological research supported by Defra funded projects that underpin the development of such a vaccine and diagnostic tests and contributes to our understanding of bovine TB in cattle. An important facet of this is assessing immune responses by both novel and established techniques. One such novel technique is flow cytometry. As described above, purchasing this instrument will provide the workgroup with a more practical and standardised method of carrying out this technique more effectively. As a consequence, this will help provide reassurance to the relevant stakeholders (e.g., APHA, Defra, taxpayers) that the work carried out under these research projects is performed to the highest quality possible with due consideration to time and financial resources.

2. Requirement

2.1 The Contractor shall supply one (1) Integra Bioscience Mini 96 Pipette with 10-300µl capacity and Two Position Stage accessory (the "Good"s) with capability which includes but is not limited to:

- a) 96-channel head, allowing simultaneous pipetting into a standard 96-well plate or deep well plate. Include option for 384 well plate filling.
- b) 10-300ul pipetting capacity.
- c) Electronic pipette that includes a minimum of the following functionalities: repeat dispense, serial dilute, pipet/mix, sample dilute, sample dilute/mix, variable aspirate, variable dispense, reverse pipet and manual pipet.
- d) Compact, portable (<10kg, max 18x30cm footprint, 50cm tall).
- e) Can be fitted into a Microbiological safety Cabinet through 180mm high front aperture.
- f) Hand operated manual operation (only pipetting to be electronically controlled programmable and automated capability) with servo assisted vertical movement on stage.
- g) Minimal risk of tips not fitting correctly, leaking or falling off
- h) Simple to navigate and use, intuitive pipette menu.
- i) Ability to save step based custom programs, including a mix of the above functionalities.

- j) Removable second plate holding stage option in both vertical and horizontal planes.
- k) Horizontal stage movable on horizontal plane to allow partial plate loading and serial dilutions.
- l) Ability to offset tip position to the side of the well.
- m) Ability to manually set lowest pipetting height for each step of each program.
- n) Automated (not manual) loading and ejection of pipette tips.

3. Delivery

3.1 The Contractor shall deliver the Goods to the address below, on or before 19/03/2024:

Animal and Plant Health Agency (APHA)
Woodham Lane
New Haw
Addlestone
Surrey
KT15 3NB

3.2 Deliveries shall be made within Working Hours (excluding Public Holidays).

3.3 APHA will notify the Contractor, within 24 hours of delivery of any Goods that are damaged.

4. Access to the Customer's Premises

4.1 The Contractor shall comply with generic safety standards of the Customer's premises in addition to their own, and the Contractor shall ensure that their staff are fully aware of these prior to deliveries taking place. In the event of any accidents or incidents occurring in the course of delivery of Goods, the Contractor shall inform APHA immediately and comply with APHA's reporting and investigation standards. The Contractor, whilst on the Customer's premises, must adhere to the Customer's health and safety policies and procedures.

5. Quality Assurance

5.1 The Customer reserves the right to carry out additional quality assurance testing on the Goods against the manufacturer's specification.

6. Additional Information

6.1 The Contractor shall ensure that the Customer is aware of any communications or safety alerts applicable to the Goods at any time.

- 6.2 The Contractor shall provide a minimum of twelve (12) months warranty for the Goods, including all parts, labour and breakdown callouts.
- 6.3 The warranty period shall commence from the date of delivery.
- 6.4 Fully comprehensive service contract for the Equipment covering preventative maintenance and corrective maintenance for a period of one (1) year commencing after the warranty period.
- 6.5 In the event of any breakdowns, callouts or other issues which arise in relation to the Goods during the warranty period and the during the full-service contract, the Customer will inform the Contractor, specifying the relevant details and required timings.

Appendix 3: Charges

1. The Customer shall pay to the Contractor no more than the fixed sum of £ [REDACTED] (exclusive of VAT).
2. No partial payments shall be made, and no other costs shall be payable by the Customer under this Agreement.
3. Payment shall be made by the Customer upon satisfactory delivery of the Goods.
4. Pricing submitted within Table 1 below includes all costs associated with Delivery of the Goods under Delivered Duty Paid (DDP) incoterms.
5. All pricing is exclusive of VAT.
6. All pricing is in £ Sterling.
7. Pricing is fixed for the initial two (2) year term of the Agreement.

Table 1 – Pricing

Part Number	Description	Qty	Unit Price	Discounted	Amount GBP
4850	<i>Two Position Stage</i>	1	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
4803	<i>MINI 96 Pipette, 10-300 µl (Offer Price)</i>	1	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
999401	<i>Shipment Cost</i>	1	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
999173	<i>MINI 96 Platinum PM Program and Calibration**</i>	1	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Total Cost					£ [REDACTED]

**Discount is valid if the Service is purchased at the same time as the Instrument- Mini 96

Appendix 4: NOT USED