

## Appendix 1

**National Microbiology Framework Agreement  
Life Technologies Ltd  
Order Form – C250527**

**FROM**

<b>Authority:</b>	UK Health Security Agency (“the <b>Authority</b> ”)
<b>Invoice address:</b>	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom  E-mail: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</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: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form:  Contract Reference: C250527

**TO**

<b>Supplier:</b>	Life Technologies Ltd  3 Fountain Drive Inchinnan Business Park Paisley PA4 9RF  Company Number: SC083107
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED]

	E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: Life Technologies Ltd  Address: 3 Fountain Drive Inchinnan Business Park Paisley PA4 9RF

**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 checked="" 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>	<b>Further Optional Additional Call-off Terms and Conditions</b>		<b>(only applicable if one or more boxes are checked)</b>
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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 checked="" type="checkbox"/>	
	13. Time of the essence (Services)	<input checked="" 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 checked="" 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"/>	
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"/> (only applicable if this box is checked)

**1. CONTRACT DETAILS****(1.1) Commencement Date:**

The date this Order Form is signed by both Parties (the Authority and the Supplier).

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

Not applicable.

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

1.3.1. The maximum value of the equipment that can be ordered under this Contract shall be fifty-four thousand, one hundred and seventy-five pounds and fifty pence only (£54,175.50) (the “**Contract Price**”).

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

1.3.3. The Contract Price excludes VAT at the applicable rate but is inclusive of all Supplier visits, labour and spare part fees.

1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract (“**PO**”).

1.3.5. Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):

**Table 1 – Contract Price Breakdown (ex-VAT)**

SKU	PRODUCT DESCRIPTION	QTY	PRICE	TOTAL
5400110	KINGFISHER DUO PRIME	3	██████	██████
4376858	CORD, PWR 10A/240V-C13-UK 2.5M RC	3	████	████
TRN00340	SMARTSTART KINGFISHER, 1DAY EA EACH	3	████	████
ZG11SCKFDUOPRIME	AB ASSURANCE, KFISHERDUOPRIME PC (ONE YEAR EXTENDED WARRANTY)	3	██████	██████
<b>Total (ex VAT)</b>				£54,175.50

1.3.6. POs issued by the Authority in respect of this Contract do not form part of this Contract.

1.3.7. The PO which is to be issued in relation to this Contract will include all items listed in Table 1, including the extended warranty period of one year.

**(1.4) Term of Contract:**

- 1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “**Commencement Date**”) and shall, unless terminated earlier in accordance with its terms, expire on 4<sup>th</sup> March 2026 (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 no less than 3 (three) months written notice.

**(1.5) Term extension options:**

Not applicable.

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

- 2.1.1 The Supplier shall provide the equipment listed in Table 1 of Clause 1.3.5 of this Order Form (the “**Goods**”) at the Premises and Locations listed in Section 2.2.
- 2.1.2 The specifications of the Goods (the “**Specifications of the Goods**”) are contained within Appendix 2 – Specifications of the Goods.
- 2.1.3 The Supplier shall provide the Services stated in Table 2 – Supplier Services Information (the “**Specification of the Services**”) for the Goods listed in Table 1 of this Order Form.

**Table 2 – Supplier Services Information**

Description	Details
SMARTSTART KINGFISHER TRAINING	<ul style="list-style-type: none"> <li>The SmartStart Orientation is performed by a Field Application Scientist in the lab.</li> </ul>
AB ASSURANCE, KFISHERDUOPRIME PC (ONE YEAR EXTENDED WARRANTY)	<ul style="list-style-type: none"> <li>Standard on-site response time is guaranteed within 2 business days.</li> <li>There will be no charges for replacement parts or labour fees if system trouble occurs.</li> <li>All costs associated with instrument repairs, including engineer dispatch charges, hourly labour</li> </ul>

	<p>rates, computer repair/replacement, and non-consumable covered parts, are included in the Contract Price.</p>
<p>2.1.4 The initial warranty period on the equipment listed in Table 1 is 12 months from installation and commissioning (the <b>“Warranty Period”</b>). The extended warranty period will start 12 months after the initial warranty period begins.</p>	
<p><b>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:</b></p>	
<p>2.2.1 The Supplier shall provide the Goods and Services to the site detailed in Appendix 3 – Premises and Location (<b>“Premises and Location”</b>).</p>	
<p>2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority’s delivery contacts (the <b>“Delivery Contacts”</b>) stated in Appendix 3 at least 2 (two) Business Days prior to the Services being performed on any or all of the Instruments at the relevant Premises and Location.</p>	
<p>2.2.3 The Supplier shall provide the following information when notifying the Delivery Contact:</p> <ul style="list-style-type: none"> <li>a. Supplier name;</li> <li>b. Authority’s purchase order (<b>“PO”</b>) number.</li> </ul>	
<p>2.2.4 The Delivery Contact will confirm:</p> <ul style="list-style-type: none"> <li>a. Booking reference number;</li> <li>b. Date and time of Supplier attending the relevant Premises and Location: and</li> <li>c. Premises and Location address where the Services shall be performed.</li> </ul>	
<p>2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.</p>	
<p>2.2.6 The Authority shall ensure access to Premises and Locations by the Supplier is provided for the provision of the Services in accordance with clause 4.2 of the Call-Off Terms and Conditions.</p>	
<p>2.2.7 The Delivery Contact will report any technical issues to:</p>	

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure that the Goods are fit for purpose.

2.4.2 The Supplier shall deliver the Goods and Services in accordance with Good Industry Practice.

2.4.3 Timely delivery of the Goods and Services.

2.4.4 Quality of Services - Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.

2.4.5 Proof of the Services having been performed in accordance with Annex A, clause 1.

**(2.5) Quality standards:**

2.5.1 If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

**(2.6) Contract monitoring arrangements:**

2.6.1 The Authority's Contract Manager and the Supplier's Contract Manager shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

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

Not applicable.

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

- a. Supplier pricing.



- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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:**

Not applicable.

**For and on behalf of the Authority**

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed:

07 March 2024

**For and on behalf of the Supplier**

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed:

07/03/2024

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Ordering Procedure**

1.1. The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.

1.2. The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.

#### **2. Invoicing Terms**

2.1. Payment terms are net 30 (thirty) days from receipt of a valid invoice.

2.2. Following signature of the contract by both Parties, the Authority will send a unique 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 delivered to the Authority.

2.4. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.

2.5. All invoices must be sent quoting a valid PO 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, 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. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.

## Appendix 2 – Specifications of the Goods

# Technical Specifications

## General Specifications

**Table 6.** General specifications

Item	Value
Overall dimensions	
• instrument	• <i>ca.</i> 400 mm (W) x 460 mm (D) x 340 (H) [15.7" (W) x 18.1" (D) x 13.4" (H)]
• transport package	• 520 mm (W) x 570 mm (D) x 540 mm (H) 20.5" (W) x 22.4" (D) x 21.3" (H)
Weight	
• instrument	• <i>ca.</i> 17 kg [37,5 lbs]
• instrument with transportation package	• <i>ca.</i> 21 kg [46 lbs]
Operating conditions (indoor use)	+4°C to +40°C; the maximum relative humidity 80% for temperatures up to 31°C decreasing linearly to 50% relative humidity at 40°C  Indoor use only
Transportation conditions	-40°C to +70°C, packed in transport packaging
Storage conditions	-25°C to +50°C, packed in transport packaging
Mains power supply	100–240 Vac, 50/60 Hz, nominal Automatic voltage detection
Power consumption	96 VA max.; 10 VA standby
Heat dissipation	328 BTU max.
UV lamp	8W; duration is up to 16 hours
Internal memory	Space for <i>ca.</i> 200 protocols
Protocol import	Using PC or USB memory device
BindIt Software compatibility	Yes
Computer interface	USB
Robot compatibility	No
Normal use	10 runs/day, 250 days/year, with 40 min protocols having a medium speed setting, RT

## Performance Specifications

The performance specifications are presented in the following table.

**Table 7.** Performance specifications

Item	Value
Processing volume	96 DW plate, 12-pin magnet head: 50–1,000 µl Elution strip, 12-pin magnet head: 30–130 µl  24 DW plate, 6-pin magnet head: 200–5,000 µl 200–5,000 µl performance may vary depending on the mixing speed and liquid
Capacity (samples per run)	12-pin magnet head: up to 12 6-pin magnet head: up to 6  24 uninterrupted if two runs are ongoing at the same time with a 12-pin magnet head
Collection efficiency of the particles (indoor use)	≥ 95%, Microtiter deep well 96 plate, neutral wash buffer containing detergent, 2.8 µm particles, 3 collections, RT
Magnetic particle size	ca. > 1 µm
Magnet rods	12 or 6, interchangeable KingFisher Duo heads
Plates per deck	2
Plate types (disposable) * Recommended filling volume	Microtiter deep well 96 plate (50–1,000 µl*) KingFisher Flex 24 deep well plate (200–5,000 µl*)
Elution strip	Special design, 1 x 12 format
Tip combs (polypropylene – disposable)	12 / 6 in one frame for Microtiter deep well 96 plate or KingFisher Flex 24 deep well plate
Automatic tip load	Yes
Heating/cooling temperature <ul style="list-style-type: none"> <li>• plate row block</li> <li>• elution strip block</li> </ul>	<ul style="list-style-type: none"> <li>• From +10°C to 75°C, instrument in RT</li> <li>• From 4°C to 75°C, instrument in RT</li> </ul>
Heating block accuracy	± 1°C, up to +75°C, instrument in RT
Keypad / Display	START / PAUSE / STOP / OK / ROTATE / four arrow keys & BACK  (Left-arrow key) / LCD 5" 480 x 800 pixel color display

## Safety Specifications

This section describes the safety specifications for the KingFisher Duo Prime instrument which are in conformity with the requirements.

KingFisher Duo Prime bears the following markings:

- Type 706
- +15 VDC/6 A
- CE mark

KingFisher Duo Prime conforms to the following requirements:

- 2006/95/EC (Low Voltage Directive)
- 2004/108/EC (Electromagnetic Compatibility Directive, EMC)
- FCC Part 15, Subpart B/Class B (July 2004)
- 2012/19/EC (Waste of Electrical and Electronic Equipment)
- 2011/651/EC (RoHS Directive – Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment)
- 2006/42/EC (Machinery Directive)

The safety specifications are also met under the following environmental conditions in addition to or in excess of those stated in the operating conditions:

**Table 8.** Environmental requirements

Condition	Requirement
Altitude	Up to 2000 m
Temperature	4°C to +40°C
Humidity	Maximum relative humidity 80% for temperatures up to 31°C decreasing linearly to 50% relative humidity at 40°C
Mains supply fluctuations	± 10% from nominal
Installation category (overvoltage category)	II according to IEC 60664-1 (see Note 1)
Pollution degree	2 according to IEC 60664-1 (see Note 2)

**Appendix 3 – Premises and Location**

Site	Address	Postcode	Delivery Contact	Email and Contact Number
UKHSA Bristol	2 Rivergate, Temple Quay Bristol	BS1 6EH		