

**National Microbiology Framework Agreement  
Order Form  
Reference C348857  
New England Biolabs**

**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 10 South Colonnade, London, E14 4PU (the "Authority").
<b>Invoice address:</b>	Post: UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact: eg. business operational contact, project manager</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
<b>Internal reference (if applicable):</b>	C348857

**TO**

<b>Supplier:</b>	New England Biolabs U.K. Limited
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	

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

	Name: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] Address: New England Biolabs (UK) Ltd. 75-77 Knowl Piece, Wilbury Way Hitchin, Hertfordshire, SG4 0TY, 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>	Further Optional Additional Call-off Terms and Conditions	<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"/>		

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

	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)		
	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 checked="" 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"/>	
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): N/A**

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

1.3.1 The maximum value of the Goods that can be ordered under this Contract shall be one million pounds only (£1,000,000) (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.

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

1.3.5 Full details of the Contract Prices are contained in Annex B.

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

Part No	Description – Full name
B1500L	Nuclease-free Water - 100 ml
B1500S	Nuclease-free Water - 25 ml
E3010L	LunaScript RT SuperMix Kit - 100 reactions
E6056L	NEBNext® Quick Ligation™ Module - 100 reactions
E6056S	NEBNext® Quick Ligation™ Module - 20 reactions
E6440L	NEBNext Multiplex Oligos for Illumina (96 Unique Dual Index Primer Pairs) - 384 reactions
E6440S	NEBNext Multiplex Oligos for Illumina (96 Unique Dual Index Primer Pairs) - 96 reactions
E6442L	NEBNext® Multiplex Oligos for Illumina® (96 Unique Dual Index Primer Pairs Set 2) - 384 reactions
E6442S	NEBNext® Multiplex Oligos for Illumina® (96 Unique Dual Index Primer Pairs Set 2) - 96 reactions
E6444L	NEBNext® Multiplex Oligos for Illumina® (96 Unique Dual Index Primer Pairs Set 3) - 384 reactions
E6444S	NEBNext® Multiplex Oligos for Illumina® (96 Unique Dual Index Primer Pairs Set 3) - 96 reactions
E6446L	NEBNext® Multiplex Oligos for Illumina® (96 Unique Dual Index Primer Pairs Set 4) - 384 reactions
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

E7546L	NEBNext® Ultra™ II End Repair/dA-Tailing Module - 96 reactions
E7546S	NEBNext® Ultra™ II End Repair/dA-Tailing Module - 24 reactions
E7595L	NEBNext® Ultra™ II Ligation Module - 96 reactions
E7595S	NEBNext® Ultra™ II Ligation Module - 24 reactions
E7645L	NEBNext® Ultra™ II DNA Library Prep Kit for Illumina® - 96 reactions
E7645S	NEBNext® Ultra™ II DNA Library Prep Kit for Illumina® - 24 reactions
E7805L	NEBNext® Ultra™ II FS DNA Library Prep Kit for Illumina® - 96 reactions
E7805S	NEBNext® Ultra™ II FS DNA Library Prep Kit for Illumina® - 24 reactions
M0367L	Blunt/TA Ligase Master Mix - 250 reactions
M0367S	Blunt/TA Ligase Master Mix - 50 reactions
M0493L	Q5® Hot Start High-Fidelity DNA Polymerase - 500 units
M0493S	Q5® Hot Start High-Fidelity DNA Polymerase - 100 units
M0494L	Q5® Hot Start High-Fidelity 2X Master Mix - 500 reactions
M0494S	Q5® Hot Start High-Fidelity 2X Master Mix - 100 reactions
M0494X	Q5® Hot Start High-Fidelity 2X Master Mix - 500 reactions
M3010L	LunaScript® RT SuperMix - 100 reactions
M3010X	LunaScript® RT SuperMix - 500 reactions
N0447L	Deoxynucleotide (dNTP) Solution Mix - 40 µmol
N0447S	Deoxynucleotide (dNTP) Solution Mix - 8 µmol
S1330S	Random Primer Mix - 100 µl
T2110S	Monarch® Spin RNA Isolation Kit (Mini) - 50 preps
E3340L	NEBNext UltraExpress® FS DNA Library Prep Kit – 96 reactions
E3340S	NEBNext UltraExpress® FS DNA Library Prep Kit – 24 reactions
E3330L	NEBNext UltraExpress® RNA Library Prep Kit – 96 reactions
E3330S	NEBNext UltraExpress® RNA Library Prep Kit – 24 reactions

On the 1<sup>st</sup> of August 2025 New England Biolabs will increase pricing. New prices are listed in the table below and shall last until the contracts end date.

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B1500L	Nuclease-free Water - 100 ml
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

E7546S	NEBNext® Ultra™ II End Repair/dA-Tailing Module - 24 reactions
E7595L	NEBNext® Ultra™ II Ligation Module - 96 reactions
E7595S	NEBNext® Ultra™ II Ligation Module - 24 reactions
E7645L	NEBNext® Ultra™ II DNA Library Prep Kit for Illumina® - 96 reactions
E7645S	NEBNext® Ultra™ II DNA Library Prep Kit for Illumina® - 24 reactions
E7805L	NEBNext® Ultra™ II FS DNA Library Prep Kit for Illumina® - 96 reactions
E7805S	NEBNext® Ultra™ II FS DNA Library Prep Kit for Illumina® - 24 reactions
M0367L	Blunt/TA Ligase Master Mix - 250 reactions
M0367S	Blunt/TA Ligase Master Mix - 50 reactions
M0493L	Q5® Hot Start High-Fidelity DNA Polymerase - 500 units
M0493S	Q5® Hot Start High-Fidelity DNA Polymerase - 100 units
M0494L	Q5® Hot Start High-Fidelity 2X Master Mix - 500 reactions
M0494S	Q5® Hot Start High-Fidelity 2X Master Mix - 100 reactions
M0494X	Q5® Hot Start High-Fidelity 2X Master Mix - 500 reactions
M3010L	LunaScript® RT SuperMix - 100 reactions
M3010X	LunaScript® RT SuperMix - 500 reactions
N0447L	Deoxynucleotide (dNTP) Solution Mix - 40 µmol
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S1330S	Random Primer Mix - 100 µl
T2110S	Monarch® Spin RNA Isolation Kit (Mini) - 50 preps
E3340L	NEBNext UltraExpress® FS DNA Library Prep Kit – 96 reactions
E3340S	NEBNext UltraExpress® FS DNA Library Prep Kit – 24 reactions
E3330L	NEBNext UltraExpress® RNA Library Prep Kit – 96 reactions
E3330S	NEBNext UltraExpress® RNA Library Prep Kit – 24 reactions

**(1.4) Term of Contract:**

- 1.1.1 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 the 28<sup>th</sup> of April 2026 (the “**Term**”).
- 1.1.2 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:**

- 1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, totaling 24 (twenty-four) months. (the “**Extension Period**”), in accordance with Clause 15.2 of the Call Off Terms and Conditions.
- 1.5.2 The Authority may, but is not committed to, extend this Contract with a budget similar to that of the original contract, subject to internal review and approvals.

1.5.3 The Authority may request a quote for the extension period as early as three months before the end of the contract.

1.5.4 In accordance with Schedule 6 - Guidance of the Framework Agreement, the Supplier shall provide a quote where any price increases should not exceed the Consumer Price Index (CPI) for the previous 12 (twelve) months prior to the submission date. The Supplier shall quote in accordance with, and not exceeding, the prices listed on the Framework Agreement.

1.5.5 In exceptional circumstances, at its sole discretion, the Authority reserves the right to consider another index in place of the CPI.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

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

This Contract is for the supply of New England Biolabs Reagents as shown on Annex B

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

#### **Colindale**

UK Health Security Agency  
Central Sequencing Laboratory  
61 Colindale Avenue  
London  
NW9 5HT

#### **Birmingham**

UK Health Security Agency  
Pathology specimen reception (close to the Yardley Green entrance to the Hospital)  
Heartlands Hospital  
Bordesley Green East  
Birmingham  
B9 5SS

#### **Porton Down**

UK Health Security Agency  
Porton Down  
Nr Salisbury  
SP40JG

#### **Manchester**



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

UK Health Security Agency  
Virology - 3rd floor Clinical Sciences Building,  
Manchester Royal Infirmary,  
(via Hathersage Road Entrance)  
Oxford road  
M13 9WL

**Bristol**

UK Health Security Agency  
Southmead Hospital  
Pathogen Sciences Building,  
Westbury-on-Trym  
BS10 5NB

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

**Name:** [REDACTED]  
**Address:** 75-77 Knowl Piece, Wilbury Way Hitchin, Hertfordshire, SG4 0TY, United Kingdom.  
**Email -** [REDACTED]

**(2.4) Performance standards:**

- 
- 2.4.1. The Supplier shall ensure the 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 2.7 below.
- 2.4.3. Proof of delivery of the Goods to be supplied.
- 2.4.4. The Supplier may 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 shall deliver each shipment with the same lot number.

**(2.5) Quality standards:**

- 2.5.1. Unless expressly agreed otherwise, the Supplier shall ensure that the Goods have a minimum shelf life of at least 5 (five) months following the date of delivery by the Supplier, to allow the laboratories sufficient time to use the Goods.
- 2.5.2. 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.
- 2.5.3 Return Conditions:
- 2.5.4 For Rejected Goods:
  - a. The Supplier is responsible for collecting the Rejected Goods.
  - b. The Supplier is responsible for the costs of returning/collecting the Rejected Goods.
- 2.5.5 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:**

The Authority's Contract Manager and the Supplier's Contract Manager may meet during the term 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:**

2.7.1 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:**

- 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 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:**

N/A

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

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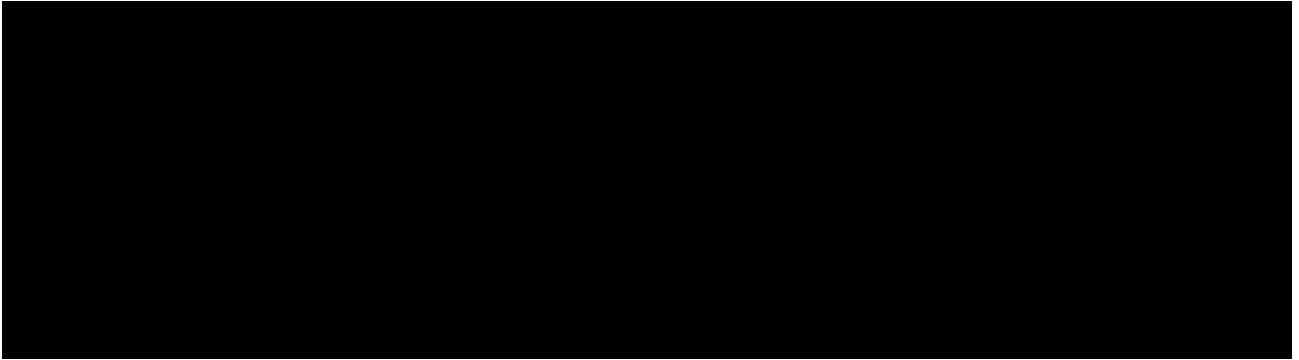
**5. LEASE / LICENSE (if applicable)**

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

N/A

Signed for and on behalf of the Supplier

Signed for and on behalf of the Authority acting on



## Annex A

### Order Specific Key Provisions

#### 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 UKHSA signature of the Contract, the Authority will issue various unique purchase orders ("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: [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 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.

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

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

Payable section by email to:



Annex B – Goods Information and Pricing

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

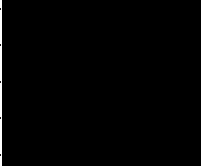
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National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

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