



**UK Research  
and Innovation**

**Merck Life Science UK Limited**

The Old Brickyard  
New Road  
Gillingham  
Dorset  
SP8 4XT

Attn: [REDACTED]

By email to: [REDACTED]

Date: 19<sup>th</sup> July 2024

Our ref: GSS23744

Dear [REDACTED]

**Award of framework Agreement for the supply of GSS23744 – UKRI Molecular Biology and Laboratory Chemicals.**

Following your tender / proposal for the supply of GSS23744: Molecular Biology and Laboratory Chemicals to UKRI, we are pleased to award this Framework Agreement ("**Agreement**") to you for the following Lots / Sub Lots:

- Sub Lot 1.1 – Restriction endonucleases / Modifying enzymes / DNA Labelling kits / PCR reagents / Nucleotides / qRT-PCR reagents / cDNA synthesis kits.
- Sub Lot 1.2 - DNA and RNA purification kits and reagents / DNA and RNA extraction kits and reagents
- Sub Lot 1.3 - DNA Ladders / DNA intercalants and stains
- Sub Lot 1.4 – Competent Cells / Antibiotics / Expression Vectors / Cloning Vectors and kits / Plasmid mutagenesis vectors and kits
- Sub Lot 1.5 – Next Generation sequencing reagents / Library Preparation kits.
- Sub Lot 2.1 - Precast gels / Acrylamide (Gel running buffers) / Protein ladders / Protein stains and detection reagents
- Sub Lot 2.2 – Protein extraction kits / Immunoprecipitation kits
- Sub Lot 2.3 – Growth factors / Enzymes
- Sub Lot 2.4 – Protein expression and purification kits and reagents
- Sub Lot 2.5 – Chromatography Resins
- Sub Lot 2.6 – Immunoassays
- Sub Lot 2.7 – Proteins / Recombinant proteins
- Sub Lot 3.1 – Culture Media / Cell and tissue dissociation reagents / Animal serum / Transfection reagents
- Sub Lot 3.2 – Cell and biochemical assays
- Sub Lot 3.3 – Flow Cytometry / Cell Separation
- Sub Lot 3.4 - Immunohistochemistry kits / Fixatives and permeabilization chemicals / Stains and counterstains
- Lot 4 – Antibiotics: Antibiotics for invitro use
- Sub Lot 5.1 – Duty Free Chemicals
- Sub Lot 5.2 – Duty Paid Chemicals
- Lot 6 – Fine Chemicals
- Lot 7 - Controlled Drugs, Schedule 5, Toxins & Bioactive small molecules/Inhibitors
- Lot 8 – Stable Isotopes
- Lot 9 – Biological Buffers

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Agreement between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **Merck Life Science UK Limited**, a company incorporated and registered in England with company number 660457 and registered VAT number GB185331266 whose registered office is at The Old Brickyard, New Road, Gillingham, Dorset, SP8 4XT. (the "**Supplier**")

(each a "**Party**" and together the "**Parties**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Agreement.

The Agreement is a Framework under which UKRI may from time to time procure Goods from the Supplier. When UKRI wishes to do so, the Parties shall use all reasonable endeavours to agree in good faith a call-off contract ("**Contract**") in relation to those Goods within such timeframes as are reasonable. Each Contract may be documented by a further award letter, another form of contractual document, or (in the case of simpler Contracts) the issuance by UKRI and acceptance by the Supplier of a Purchase Order.

For the purposes of the Agreement, UKRI and the Supplier agree as follows:

#### **Term**

- 1 Commencement Date: 1<sup>st</sup> August 2024
- 2 Expiry Date: 31<sup>st</sup> July 2027
- 3 UKRI may extend this Agreement for a period of up to 1 year by giving not less than 6 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of this Agreement shall apply throughout any such extended period.
- 4 **Description of Goods**
- 5 The Specification of the Goods to be delivered is as set out in: i) Schedule 2; and/or ii) the relevant Contract.

#### **Charges & Payment**

- 6 The Charges for the Goods shall be as set out in: i) Schedule 3; and/or ii) the relevant Contract.

All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UKRI c/o UK Shared Business Services, Polaris House, North Star Avenue, Swindon, SN2 1FF or email [REDACTED]

- 7 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Agreement Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

#### **Supplier's Liability**

Pursuant to clause 21.4 the Supplier's Limit of Liability under this Agreement and/or any Contract shall be: 125% of the total aggregate Charges paid and payable to the Supplier under this Agreement and any Contract.

#### **Insurances**

- 8 The Supplier is not required to maintain the following insurance policies referred to in clause 20.1 of the Conditions:
- (a) Professional Indemnity insurance for not less than £2 million per claim
  - (b) loss, damage or destruction of any of UKRI's property under the custody and control of the Supplier, with a minimum sum insured of £5 million per claim.

#### Notices

- 9 The address for notices of the Parties are:

**UKRI**

Polaris House, North Star Avenue,  
Swindon, England, SN2 1FL

Attention: [REDACTED]

Email: [REDACTED]

**Supplier: Merck Life Science UK Limited**

The Old Brickyard, New Road, Gillingham,  
Dorset, SP8 4XT

Attention: [REDACTED]

Email: [REDACTED]

#### Liaison & Disputes

- 10 For general liaison your contact will continue to be [REDACTED].
- 11 Pursuant to Clause 33.3, Disputes shall be escalated to the following individuals:
- (a) Stage 1 escalation:

UKRI: [REDACTED]

Supplier: [REDACTED]

- (b) Stage 2 escalation:

UKRI: [REDACTED]

Supplier: [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this letter to [REDACTED] at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

Name:

Position:

Date:

We accept the terms set out in this Award Letter and the Schedule(s), together forming the Framework Agreement.

Signed for and on behalf of **Merck Life Science UK Limited**

Signature:

Name:

Position:

Date: