# National Microbiology Framework Agreement Order Form Reference C137276 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
Contract Manager:	Name:
Secondary Contact: business operational contact/project manager	Name:
Procurement lead	Name:
Name and address for notices:	Name:  Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P
Internal reference (if applicable):	CRE ID 4175

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Supplier:	Life Technologies Limited, 3 Fountain Drive,
(2) (C) (C) (C) (C) (C) (C) (C) (C) (C) (C	Inchinnan Business Park, Paisley, PA4 9RF (the "Supplier")
Contract Manager:	Name:

Secondary Contact:	Name:
Account Manager:	Name:
Name and address for	Name:
notices:	Address: Life Technologies, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF
	E-mail:

## **Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

6.	5.	4.	3.	2.	1.	Each applic	Appendix H Furth	Appendix G Option for C	Appendix F Option for M	Appendix E Option For R	Appendix D Option for B Manu	Appendix C Option for M	Appendix B Option for In	Appendix A Call-
Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	Further Authority obligations	Induction training for Services	Different levels and/or types of insurance	TUPE on exit	TUPE applies at the commencement of the provision of Services	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	Further Optional Additional Call-off Terms and Conditions	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	Optional Additional Call-off Terms and Conditions for Reagent Rental	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	Optional Additional Call-off Terms and Conditions for Maintenance Services	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services
						ked:		ns	ns	ns	ns	ns	ns	
						onconce)	(only applicable if one or more boxes are	☐ (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))	☐ (only applicable if this box is checked)	☐ (only applicable if this box is checked)	☐ (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))	igtimes (only applicable if this box is checked)	⊠ (only applicable if this box is checked)	Applicable to this Contract

The out a	23.	22.	21.	20.	19.	18.	17.	16.	15.	14.	13.	12.	11.	10.	9.	8.	7.
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. 1	Modern slavery	Buffer stock requirements	COVID-19 related enhanced business continuity provisions	Management Charges and Information	Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	Consigned Goods	Expert Determination	Right to terminate following a specified number of material breaches	Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	Specific time periods for inspection	Time of the essence (Services)	Time of the essence (Goods)	Pre-Acquisition Questionnaire	Termination for convenience	Guarantee	Authority step-in rights	Inclusion of a Change Control Process
$\boxtimes$	$\boxtimes$													$\boxtimes$			

1. CONTRACT DETAILS
(1.1) Commencement Date: 6th February 2023
(1.2) Services Commencement Date (if applicable):
6 <sup>th</sup> February 2023
(1.3) Contract Price ((i) breakdown and (ii) payment profile):
1.3.1 The total contract value shall be one hundred and seventy five thousand, five hundred and ninety five pounds and fifty nine pence. (£175,595.59) (Excl. VAT) (the "Total Contract Value"). This contract covers the period from 6th February 2023 to 31 March 2023.
1.3.2 The Total Contract Value is the maximum value of goods/service 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)
- 1.3.5 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).

## (1.4) Term of Contract:

- 1.4.1 This Contract shall be deemed to have commenced on 6th February 2023 (the "Commencement March 2023 (the "Term") Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31
- 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

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# 2. GOODS AND/OR SERVICES REQUIREMENTS

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

The specification of the Goods (the **"Specification"**) is as set by the manufacturer.

2.1.1 This contract covers the purchase of 1 x Ion GeneStudio S5 Prime System with SmartStart, 1 x Ion Chef System. Chef System and a three year extended warranty on both the GeneStudio S5 Prime System and Ion



Scalability

With buy multiple systems for your lab when you can run all of your targeted sequencing or microbial applications on a single next-generation sequencer? The Ion 5 Series chips that run on the Ion GeneStudio S5 Series provide several throughput options, so your lab has the flexibility to scale from small to large projects, enabling multiple targeted sequencing applications on a single system.

and analyze your runs using Torrent Suite Software (pre-installed on the Torrent Server). Integrate, amonitor, track, variants using Ion Reporter Software (Thermo Fisher Cloud or local options available based on your needs). Simple analysis and storage solutions Torrent Suite Software and Ion Reporter

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### Ion Chef™ Instrument

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Product Overview

Documents

The Ion Chef System is the next generation of workflow simplification products for the Ion GeneStudio SS Systems. The Ion Chef System provides automated library preparation, tempdate preparation, and chip loading for users at any experience level. In less than 15 minutes of up-front hands-on time and with the use of pre-packaged library preparation reagent kits, the Ion Chef System provides a convenient walk-away workflow resulting in equalized, pooled libraries ready for tempdating. The automated workflow supports but AurightSeq unre- and two-puot besigns. Nati. www.AmpliSeq.com to designs your own custom panels. After library preparation, less than 15 minutes of hands-on time is required to set up the Ion Chef System to perform fully automated template preparation, producing one or two chips ready for sequencing. Automating your sample preparation workflows on the Ion Chef System results in significantly

- The Ion Chef System:
  Simplifies the workflow
  Minimizes sources of user-introduced varia
  Helps save time and labor
- Supports sequencing preparation for the Ion Ge
- dio S5 Sy

- The Ion Chef System features:

   Automated Ion Amplised library prepara
   Cartridge-based reagent system
   Sample and reagent-tracking capability
   Intuitive user interface

Simplify the Ion Torrent NGS workflow
The Ion Chef System simplifies the Ion Torrent next-generation sequencing (NGS) workflow by integrating several manual
The Ion Chef System simplifies the Ion Torrent next-generation sequencing (NGS) workflow work incorporates all steps of library
and instrument steps into a single process. The Ion Chef System workflow now incorporates all steps of library
preparation fargeted PGR amplification with respective primer panel, partial digestion of primer sequences,
adapter/barcode ligation, purification, library equalization and pooling), as well as all steps of template preparation and
chip loading. The simple, automated workflow provides easy access for users of any experience level.

Minimize variability and load chips reproducibly

The Ion Chef System provides reproducible chip loading by automating multiple manual chip-loading steps. The orbits of the control of th

Save time and labor

The Ion Chef System enables significant time and labor savings by offering quick and easy setup for both library preparation and templating that typically requires less than 15 minutes of hands-on time for each step.

Current	Chip Compatibility	Frequency	Operating Environment	Operating System	Product Line	Electrical Requirements	Voltage	Dimensions	Run Time	For Use With (Equipment)	High-throughput Compatibility	Specifications
14 A (Max.)	Ion PI <sup>TM</sup> Chip V3, Ion 314 <sup>TM</sup> Chip v2 BC, Ion 316 <sup>TM</sup> Chip v2 BC, Ion 318 <sup>TM</sup> Chip v2 BC, Ion 510 <sup>TM</sup> Chip Ion 550 <sup>TM</sup> Chip, Ion 530 <sup>TM</sup> Chip, Ion 520 <sup>TM</sup> Chip, Ion 540 <sup>TM</sup> Chip	5060 Hz	20°C to 25°C	Ion GeneStudio™ S5 System, Ion Personal Genome Machine (PGM™) System, Ion Proton™ System	Ion Chef <sup>TM</sup>	1350 W	100 to 240 V	28 x 22 x 28 in (71 x 55 x 71 cm)	Varies with Chip Type and Read Length Selected	Ion GeneStudio S5 System, Ion GeneStudio <sup>TM</sup> S5 System, Ion PGM <sup>TM</sup> System, Ion Proton <sup>TM</sup> System, Ion S5 <sup>TM</sup> XL System	High-throughput Compatible, Automated Protocole	

Includes the following: SmartStart orientation is carried out by a Field Application Scientist (FAS) to reduce downtime

- 1-day technology overview and instrument workflow
- 1-day hands-on application workflow training
- 10 hours bioinformatics consultancy

	AB EXT WARR 1PM, ION IONCHEF	ZG61SCIONCHEF	Service	7
	POWER CORD-UK	ED000650		6
	ION CHEF INSTALLATION KIT	4488374	4484177	5
	ION CHEF SYSTEM	4484177		4
	AB EXT WARR 1PM, ION S5 PRIME	ZG61SCIONS5PRIME	Service	3
	ION S5 INSTALLATION KIT	A27215		2
	SMARTSTART Training, ION, 1DAY, Customer Site	A33125		1.4
	BFX PROF SVC,10HRS	ZGPCSCBFX10	A3041	1.3
	ION FAS CUSTOMER SITE TRAINING	TRN00230	20411	1.2
	ION GENESTUDIO S5 PRIME SYSTEM	A38196		1.1
	ION GS S5 PRIM SMARTSTART PKG EACH	A38411		1
Qty	SKU Name	SKU Number	Instrument	Item No.

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

- 2.2.1 The Supplier shall deliver the goods to the location listed in Appendix 3.
- 2.2.2 The Authority may at any time move equipment between laboratory sites, remove, substitute or add equipment to the contract. The Authority will endeavour to provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.
- 2.2.3 delivery contact stated below (individually or collectively be known as the "Delivery Contact") at All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary least 48 hours prior to attendance:
- 2.2.4 Primary delivery contact: Business Operational Contact

E-mail

- 2.2.5 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;
- Full service detail at item level and any special instructions originally entered for Authority's Order (e.g. project)

## 2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of service (where applicable); and
- Delivery address.
- 2.2.7 Delivery of the Goods/Services shall be considered to have occurred when the Delivery Contact or and has signed the delivery note to confirm acceptance. delivery, installation and any validation work has been carried out to the suppliers specification other authorised representative of the Authority at the Authority's nominated location has agreed

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

Name:

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

Phone:

## (2.4) Performance standards:

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/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 &
- Proof of delivery of the Goods/Services to be supplied with each quarterly consolidated

## (2.5) Quality standards:

as sold by the Supplier to the Authority. The Supplier shall deliver the equipment to the level of the Supplier's manufactured specifications

For Goods that do not meet the quality and performance standards The Return Conditions will be as

- 2.5.5.1 The Supplier is responsible for collecting the Goods.
- 2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods
- 2.5.5.3 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:

quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract. Monthly (or such other frequency as reasonably requested by the Authority) and no less than The Authority Contract Manager (or their delegate) and the Supplier Contract Manager shall meet

# (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 time to time (including without limit any information about the Supplier's supply chain and its such management information to the Authority as the Authority may reasonably request from 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:
- List of current equipment (the "Asset Register");
- Number of service call outs received with reference to associated equipment serial number;
- Equipment performance reviewed including levels of equipment break down;
- Review of response time and time to fix rate resolution
- Details of callouts by location, including root cause analysis; and
- 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:

otherwise agreed in writing by the Parties. For a period of three (3) years after the expiry or earlier termination of this Contract unless

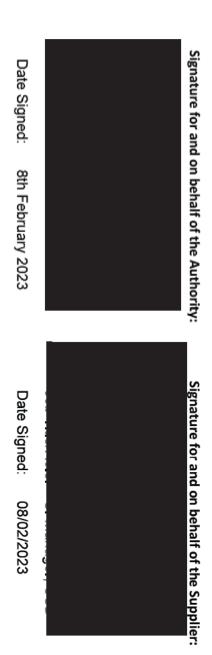
## 4. DATA PROCESSING (if applicable)

# (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:



### Annex A

## **Order Specific Key Provisions**

## 1. Delivery and Risk:

- 1.1. The Supplier shall deliver the services/goods to the location set out in Appendix 3 of this order form.
- 1.2. The Supplier will ensure that the provisions of service/goods re made in accordance with the terms of this Order Form including Appendices 1, 2 and 3 hereto, and the Call-Off Terms and Conditions.

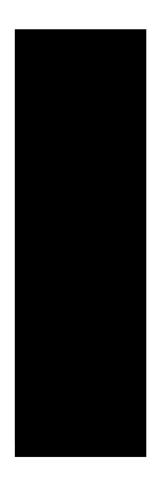
## 2. Invoicing Process:

- 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 submitting an invoice. send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before
- 2.3 accepted by the Authority each quarter. The Supplier shall provide a consolidated quarterly invoice to the Authority for all Services received and
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's confirmed at first Supplier meeting) before being submitted for payment. designated finance mailbox e-mail and their agreed representative (to be
- 2.5 invoices raised and amounts outstanding. statement of accounts on a monthly basis; this is a standard commercial process and should show all All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current
- 2.6 applicable), PO line description, and the details (name and telephone number) of the Authority's The Supplier shall provide compliant invoices that include a valid PO number, PO line item number (if delay in a payment. authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a
- 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 regarding payment must be forwarded to the Authority's Accounts Payable section by email to Supplier queries

Appendix 1 - Description of equipment and pricing.

			ZG61SCIONCH AB EXT WARR 1PM, ION EF IONCHEF EACH	ZG61SCIONCH EF	7
			POWER CORD-UK EACH	ED000650	6
			ION CHEF INSTALLATION KIT EACH	4488374	(J)
			ION CHEF SYSTEM EACH	4484177	4
			ZG61SCIONS5 AB EXT WARR 1PM, ION S5 PRIME PRIME SVC CNTRCT	ZG61SCIONS5 PRIME	ω
			ION S5 INSTALLATION KIT EACH	A27215	2
			SMARTSTART, ION, 1DAY, CS EACH	A33125	1.4
			ZGPCSCBFX1 BFX PROF SVC,10HRS EA	ZGPCSCBFX1	1.3
	93		ION FAS CUSTOMER SITE TRAINING 1 DAY ONSITE	TRN00230	1.2
			ION GENESTUDIO S5 PRIME SYSTEM EACH	A38196	1.1
		Ī	ION GS S5 PRIM SMARTSTART PKG EACH	A38411	
Net Price Extended Price	Discount I Price/ Discount %	Qty List Price	Description	<b>S</b> K∪	Item No

Total Excluding VAT : £175,595.59



### Appendix 2 - Warranty Plan.

### AB Assurance service & maintenance - 36 months

Parts, labour, and travel included - no additional costs for parts, labour, and travel associated with standard repairs

Priority response time for repairs

On-site guaranteed 2-day response time

Annual planned maintenance —covers scheduled on-site service

Priority access to Remote Service Engineers

Access to technical support (Mon-Fri, standard business hours)

Digital remote support and Smart Monitoring

Scheduled on-site planned maintenance (PM)

During the PM service visit, the field service engineer will perform inspection of the system, software update if required, cleaning, lubricating, and alignment of relevant mechanical parts, cleaning and alignment of optical systems, functional tests as well as documentation of maintenance tasks, results, and findings.

Appendix 3 – Delivery Location.

Toxicology Dept RCE UKHSA Harwell Campus, Chilton Oxfordshire OX11 0RQ

Point of contact: