

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Order Form

Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services Framework.

OJEU REF - 2019/S 212-519575

Contract number/reference/date: C188994 /IB1798 /26 June 2023

The Parties:

- (1) Life Technologies Ltd registered in United Kingdom no SC083107 and having its registered office at 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF (the "**Supplier**"); and
- (2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, Smith Square, London, SW10 3HX (the "**Authority**").

Whereas:

- (A) The Parties hereto have entered into the Contract.
- (B) This Schedule is entered into pursuant to the Contract.

It is agreed:

1 Contract

The Contract shall comprise the following terms in the following order of precedence:

1. This Order Form and its appendices;
2. The terms set out at the front end of this Contract;
3. The Call-off Terms and Conditions which are appended to the Framework Agreement (Pathology and Point of Care Testing, Associated Equipment, Instruments, Consumables, Accessories, and Managed Services. OJEU REF - 2019/S 212-519575) (including its Schedules) as Appendix 3a;
4. The Specification; and
5. The Framework Agreement (including its Schedules).

Any purchase order issued by the Authority in respect of this Contract does not form part of this Contract.

2 The Goods

Authority arranges for or instructs the use of the Goods.

- 2.1 The Authority shall be entitled to buy the Goods as set out in Appendix A subject to ordering of Goods as set out in Section 7 of this Order Form.
- 2.2 The Goods shall be supplied in accordance with their respective specifications set out below ("**Supplier Specifications**").

<u>Reagents/Consumables</u>	<u>SKU</u>
TaqPath™ COVID-19, FluA/B, RSV Combo Kit (1k rxns per kit) - CE-IVD	A49867
MagMAX™ Viral/Pathogen II (MVP II) - CE-IVD (when 400ul as sample input)	A48383
KingFisher Deepwell 96 Plate, x 50/ box	95040450

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KingFisher 96 tip comb for DW magnets 100 / box	97002534
KingFisher 96 KF elution plate (200µl) 48 plates / box	97002540
MicroAmp™ Clear Adhesive Film (x 100 films)	4306311
MicroAmp™ Optical Adhesive Film (x 100 films)	4311971
MicroAmp™ EnduraPlate™ Optical 384-Well Clear Reaction Plates with Barcode (x20)	4483285
MicroAmp™ EnduraPlate™ Optical 384-Well Clear Reaction Plates with Barcode (x500)	4483273
MicroAmp™ EnduraPlate™ Optical 96-Well Clear Reaction Plates with Barcode (x20)	4483354
MicroAmp™ EnduraPlate™ Optical 96-Well Fast Clear Reaction Plates with Barcode (x500)	4483352
Multidrop™ Combi, 384 and DW Reagent Dispenser Accessories Long standard tube dispensing cassette (tubing length 200cm)	24072677
Multidrop™ Combi, 384 and DW Reagent Dispenser Accessories Standard tube dispensing cassette 5-pack	24072671

SKU A49867

Specifications

Detection Method	Primer-Probe
Product Line	TaqPath™
Software	Applied Biosystems™ Pathogen Interpretive Software CE-IVD Edition, SAE Administrator Console Dx
Target Organism Class	SARS-CoV-2 (S & N genes), Influenza A/B, RSV
For Use With (Application)	Virus Detection
Sample Type	Nasopharyngeal (NP) swabs

SKU A48383

Specifications

Format	96 Deep-Well Plate
Purification Time	30 min.
High-throughput Compatibility	High Throughput-Compatible
For Use With (Application)	Real-Time PCR
No. of Reactions	2000 Preps
Product Line	MagMAX™
Shelf Life	24 months*
Shipping Condition	Room Temperature
Target	Viral DNA/RNA

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SKU 95040450

Format	96 Deep-Well Plate
Capacity	96 Samples
Description	KingFisher 96 deep-well plate, v-bottom, polypropylene (for Duo Prime, Flex and Presto)
For Use With (Equipment)	KingFisher Duo Prime, Flex and Presto
Quantity	50/Pk.
Unit Size	Case of 50

SKU 97002534

Format	Comb
Capacity	96 Samples
Description	KingFisher 96 tip comb for deep-well magnets, 10 x 10 pcs/box (for Flex and Presto)
For Use With (Equipment)	KingFisher Flex and Presto
Unit Size	Case of 100

SKU 97002540

Format	96 Deep-Well Plate
Capacity	96 Samples
Description	KingFisher 96 microplate (200µL) (for Flex and Presto) *Note: Only works with KingFisher™ Flex 96 Heating Block (Cat. No. 24075420). Not to be used with KingFisher™ Flex 96 Deep-Well Heating Block (Cat. No. 24075430).
For Use With (Equipment)	KingFisher Flex and Presto
Unit Size	Case of 48

SKU 4306311

Specifications

Color	Clear
Material	Polyethylene
Sterility	Sterile
No. of Wells	96
For Use With (Equipment)	GeneAmp 9700, SimpliAmp™ Thermal Cycler, Veriti Dx Fast Thermal Cycler, Veriti Dx Thermal Cycler, Veriti Fast Thermal Cycler, Veriti Thermal Cycler, ProFlex™ PCR System
Shipping Condition	Room Temperature
Product Type	Film, Seal, or Applicator
Product Line	MicroAmp
Adhesive	Adhesive Film
Temperature Range (Metric)	-40°C, 100°C
Plate Compatibility	96/384-well Plates

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SKU 4311971

Specifications	
Color	Optical
Material	Polyester
No. of Wells	96
No. per Case	100 Covers
For Use With (Equipment)	2720 Thermal Cycler, 6100 Thermal Cycler, 7000 System, 7300 System, 7500 Fast System, 7500 System, 7900HT Fast System, 7900HT System, GeneAmp 9700, QuantStudio™, SimpliAmp™ Thermal Cycler, StepOnePlus™, Veriti Dx Fast Thermal Cycler, Veriti Dx Thermal Cycler, Veriti Fast Thermal Cycler, Veriti Thermal Cycler, ViiA™ 7 Dx System, ViiA™ 7 System, ViiA™ 7 Dx Fast System, QuantStudio™ Dx, 7500 Fast Dx System, ViiA™ 7 Fast System, ProFlex™ PCR System
Shipping Condition	Room Temperature
Product Type	Film, Seal, or Applicator
Product Line	MicroAmp
Adhesive	Pressure Sensitive
Plate Compatibility	96/384-well Plates

SKU 4483285

Specifications	
Certifications/Compliance	Certified DNA/RNase Free
Packaging	20 Plates
Product Line	MicroAmp™
Color	Optical, Clear
Product Type	Microplate
For Use With (Equipment)	Thermal Cycler, Genetic Analyzer, DNA Analyzer
Skirt Style	Skirted
Material	Polycarbonate, Polypropylene
Volume (Metric) Well	40 µL
No. of Wells	384
Quantity	20 Plates
Reaction Speed	Standard

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SKU 4483273

Specifications	
Barcode	Includes Barcode
Certifications/Compliance	Certified DNA/RNase Free
Packaging	500 Plates
Product Line	MicroAmp™
Color	Optical, Clear
Product Type	Microplate
For Use With (Equipment)	Thermal Cycler, Genetic Analyzer, DNA Analyzer
Skirt Style	Skirted
Material	Polycarbonate, Polypropylene
Volume (Metric) Well	40 µL
No. of Wells	384
Quantity	500 Plates
Reaction Speed	Standard

SKU 4483354

Specifications	
Certifications/Compliance	Certified DNA/RNase Free
Packaging	20 Plates
Product Line	MicroAmp™
Color	Optical, Clear
Product Type	Microplate
For Use With (Equipment)	Thermal Cycler, Genetic Analyzer, DNA Analyzer
Skirt Style	Semi
Material	Polycarbonate, Polypropylene
Volume (Metric) Well	0.3 mL
No. of Wells	96
Volume (Metric) Working	0.2 mL
Quantity	20 Plates
Reaction Speed	Standard

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SKU 4483352

Specifications

Certifications/Compliance	Certified DNA/RNase Free
Packaging	500 Plates
Product Line	MicroAmp™
Color	Optical, Clear
Product Type	Microplate
For Use With (Equipment)	Thermal Cycler, Genetic Analyzer, DNA Analyzer
Skirt Style	Semi
Material	Polycarbonate, Polypropylene
Volume (Metric) Well	0.3 mL
No. of Wells	96
Volume (Metric) Working	0.2 mL
Quantity	500 Plates
Reaction Speed	Standard

SKU 24072677

Autoclavable	Autoclavable 50 times at 121°C, 1 bar, 20 min
Description	Long standard tube dispensing cassette (tubing length 200cm)
Material	Polypropylene Tip, Silicone Tubing
Type	Tube Dispensing Cassette
Volume (Metric)	5 to 2500 µL
For Use With (Equipment)	Multidrop Combi, Multidrop 384, Multidrop DW
Volume (Metric) Dead	<7 mL
Diameter (Metric)	Tip: 0.5 mm; Tubing: 1.3 mm
Unit Size	Each

SKU 24072671

Autoclavable	Autoclavable 50 times at 121°C, 1 bar, 20 min
Description	Standard tube dispensing cassette 5-pack
Material	Polypropylene Tip, Silicone Tubing
Type	Tube Dispensing Cassette
Volume (Metric)	5 to 2500 µL
For Use With (Equipment)	Multidrop Combi, Multidrop 384, Multidrop DW
Volume (Metric) Dead	<7 mL
Diameter (Metric)	Tip: 0.5 mm; Tubing: 1.3 mm
Unit Size	Each

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3 Contract Period and Termination

- 3.1 This Contract shall be deemed to have commenced on the 1st July 2023 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2024 (the “**Term**”).
- 3.2 Without prejudice to any other right of termination set out in this Contract, the Authority shall be entitled to pause or terminate this contract, in whole or in part, for convenience by giving the Supplier not less than 30 days notice in writing. Any orders received in this termination period will be accepted, shipped and invoiced by Supplier.

4 Price of Goods

- 4.1 Subject to Clause 7 of this Order Form, the maximum value of the Goods that can be ordered under this Contract is Eight Hundred and Sixty-Nine Thousand, Four Hundred and Fifty-Seven Pounds and No Pence (£869,457.00) (the “**Contract Price**”). For the avoidance of doubt the Authority is not committed to pay the Contract Price.
- 4.2 The Contract Price excludes VAT at the applicable rate but is inclusive of freight and delivery charges.

5 Delivery and Risk:

- 5.1 The Supplier shall deliver agreed quantities of the Goods to locations as directed by the Authority (the “**Delivery Locations**”). The initial delivery locations are at Appendix B.
- 5.2 All planned deliveries shall be pre-advised by the Supplier to the Authority’s primary delivery contact and the additional delivery contact stated below (individually or collectively being known as the “**Delivery Contact**”) not less than 48 hours prior to shipping:
- 5.2.1 Primary delivery contact: [REDACTED] and
- 5.2.2 Additional delivery contact: [REDACTED]
- 5.3 The Supplier shall provide the following data when notifying the Delivery Contact:
- 5.3.1 Supplier name;
- 5.3.2 Authority’s PO number;
- 5.3.3 Item reference, Supplier’s part code, description and quantity;
- 5.3.4 Item / pallet / carton reference for multi-pallet / carton shipments; and
- 5.3.5 Full detailed despatch/pack list at item level and any special instructions originally entered for Authority’s Order (e.g. project).
- 5.4 The Delivery Contact will confirm:
- 5.4.1 Booking reference number;
- 5.4.2 Date and time of delivery slot (where applicable); and
- 5.4.3 Delivery address.
- 5.5 The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.
- 5.6 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority’s nominated locations has signed the delivery note confirming receipt.
- 5.7 Risk will pass to the Authority on the Goods in accordance with clause 2 (Delivery of the Goods and passing of risk and ownership of the Goods) of the Call Off Terms and Conditions.
- 5.8 Deliveries under this Contract are to be shipped to the Authority delivery address(es) within 5 days of receipt of call off.
- 5.9 The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery utilising the delivery process set out in this Clause 5.

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6 Return Conditions

The Return Conditions shall be as follows:

- 6.1 The Supplier is responsible for collecting the Goods.
- 6.2 The Supplier is responsible for the costs of returning/collecting the Goods.
- 6.3 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.

7 Supplementary Conditions and Key Provisions

- 7.1.1 In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to the Supplier in accordance with Schedule 2, clause 4.7 of the Call-Off Terms and Conditions.
- 7.2 Ordering Procedures:
 - 7.2.1 Following execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of (£869,457.00 Excl. VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the “**Purchase Order**”). Thereafter, the Goods shall be called off by the Authority against the Purchase Order in accordance with the ordering process in this Clause 7.2.
 - 7.2.2 The Authority may, but shall not be obliged to, provide the Supplier with call off orders for Goods up to, but not exceeding cumulatively the Contract Price.
 - 7.2.3 The Supplier shall provide the Delivery Contact with a summary of the delivered allocated amounts on a monthly basis to allow verification of invoices and proof of delivery.
 - 7.2.4 The Supplier shall not accept any requests under this Contract, made directly to the Supplier, by the Delivery Locations, including but not limited to any variance to the requested delivery.
 - 7.2.5 In the event of an error of the system that results in the loss of Goods that is not a result of Authority operator negligence the Supplier shall replace lost materials free of charge.
 - 7.2.6 Subject to Clauses of this Order Form, the Authority shall be entitled to order the Goods, and the Supplier shall provide the Goods. The Supplier shall deliver to such call off requirements unless otherwise agreed with the Authority.
 - 7.2.7 The Supplier shall ensure that ambient Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location.
 - 7.2.8 In the event that the Supplier is unable to deliver the agreed order in full, the Supplier shall inform the Authority of the actual number to be shipped prior to shipment, explaining the reasons for non-compliance with the agreed order and inform the Authority of when such missing Goods will be delivered. The Supplier shall, using its best endeavors, deliver such missing Goods at the earliest possible time.
 - 7.2.9 The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract
 - 7.2.10 In the event of the Contract’s expiry or earlier termination for whatever reason, the Supplier shall only invoice for the stock that has been shipped and not previously invoiced.

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- 7.2.11 The Parties agree that notwithstanding submission of the Purchase Order to the Supplier, but subject to Clause 7.2 of this Order Form, the Authority is only committed to purchasing the quantities of the Goods that have been agreed by the Authority as part of this order form.

7.3 Authority Obligations:

- 7.3.1 The Authority shall accept or reject such Goods promptly following the Supplier's delivery to the Authority.

7.4 Invoicing Terms

- 7.4.1 Payment terms are net 30 days from receipt of a valid invoice.
- 7.4.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order (the "**PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 7.4.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods delivered to and accepted by the Authority each month.
- 7.4.4 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.
- 7.4.5 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.
- 7.4.6 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.
- 7.4.7 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]
- 7.4.8 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

8 Contract Managers

The Supplier's Contract Managers are:

Name: [REDACTED]

E-mail: [REDACTED]

Telephone: [REDACTED]

The Authority's Contract Manager is:

Name: [REDACTED]

E-mail: [REDACTED]

9 Frequency of meetings

- 9.1 The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet monthly (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.
- 9.2 At the Authority's request, and within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including

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without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet monthly to discuss the operation of this Contract.

9.3 Contract management meeting will be set up to monitor the following:

- Delivery on time and in full;
- Stock Level held by the Supplier at the Authority's request (if applicable);
- Issues;
- Invoicing; and
- Discuss such other matters as the Parties may consider appropriate including but not limited to the below KPIs:
 - Quantity of delivery correct against the relevant Order (including deliveries in excess and shortfall of the Order quantity)
 - Quality of delivery in accordance with the Framework Agreement and Contracts (including delivery presentation in accordance with the Framework Agreement and Contracts (the delivery must be presented in such a way that it can be unloaded safely and in a ready for use condition taking into consideration the Framework Agreement and Contract requirements) and damaged Goods (the Goods must be in a condition that is new and ready to use)
 - 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 Framework Agreement and Contracts)
 - The Supplier shall provide any management information required (including, for the avoidance of doubt, monthly statements) and as The Authority may request from time to time within seven (7) Business Days of the date of the request.

10 Quality Assurance Standards for the Goods

10.1 The quality assurance standards set out in the Supplier's Specification set out Clause 2 of this Order Form shall apply to the manufacture and supply of the Goods.

11 Requirements for Use by Dates

11.1 The Supplier shall ensure that the Goods have an expiry date of at least six (6) months following the date of delivery by the Supplier.

12 Data Protection Protocol

12.1 The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any).

Signed
for and on behalf of the Supplier

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed: 27/06/2023

Signed
for and on behalf of the Authority

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed: 27/06/2023

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Appendix A Goods Information and Pricing

<u>Reagents/Consumables</u>	<u>SKU</u>	<u>UOM</u>	
TaqPath™ COVID-19, FluA/B, RSV Combo Kit (1k rxns per kit) - CE-IVD	A49867	1000	
MagMAX™ Viral/Pathogen II (MVP II) - CE-IVD (when 400ul as sample input)	A48383	2000	
KingFisher Deepwell 96 Plate, x50/ box	95040450	50	
KingFisher 96 tip comb for DW magnets 100 / box	97002534	100	
KingFisher 96 KF elution plate (200µl) 48 plates / box	97002540	48	
MicroAmp™ Clear Adhesive Film (x 100 films)	4306311	100	
MicroAmp™ Optical Adhesive Film (x 100 films)	4311971	100	
MicroAmp™ EnduraPlate™ Optical 384-Well Clear Reaction Plates with Barcode (x20)	4483285	20	
MicroAmp™ EnduraPlate™ Optical 384-Well Clear Reaction Plates with Barcode (x500)	4483273	500	
MicroAmp™ EnduraPlate™ Optical 96-Well Clear Reaction Plates with Barcode (x20)	4483354	20	
MicroAmp™ EnduraPlate™ Optical 96-Well Fast Clear Reaction Plates with Barcode (x500)	4483352	500	
Multidrop™ Combi, 384 and DW Reagent Dispenser Accessories Long standard tube dispensing cassette (tubing length 200cm)	24072677	1	
Multidrop™ Combi, 384 and DW Reagent Dispenser Accessories Standard tube dispensing cassette 5-pack	24072671	5	

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Appendix B Potential Delivery Locations

Bracknell Health Space
Eastern Gate
Brants Bridge
Bracknell
RG12 9RT

Plymouth Lighthouse Laboratory
179 Plymbridge Road
Estover
Plymouth
PL6 7LH

Delivery Contact – [REDACTED]
[REDACTED]