

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: C96802/C3967/4th August 2022

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**").

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<u>Product Code</u>	<u>Product Description</u>	<u>Pack Size</u>
4444432	TaqMan™ Fast Virus 1-Step Master Mix	
4444434	TaqMan™ Fast Virus 1-Step Master Mix	
4444436	TaqMan™ Fast Virus 1-Step Master Mix	



Specifications	
Detection Method	Primer-Probe
Form	Liquid
Format	Tube(s)
Hot Start	Built-In Hot Start
No. of Reactions	200 reactions
PCR Method	1-step RT-qPCR
Polymerase	AmpliTaq™ Fast DNA Polymerase
Reaction Speed	Fast, Standard
Sample Type	Total RNA, Viral DNA, Viral RNA, mRNA
For Use With (Application)	Real Time PCR
For Use With (Equipment)	7500 Fast System, 7500 System, 7900HT System, QuantStudio™ 12k Flex, QuantStudio™ 3, QuantStudio™ 5, QuantStudio™ 6 Flex, QuantStudio 6 Pro, QuantStudio 7 Pro, QuantStudio™ 7 Flex, StepOne™, StepOnePlus™, ViiA™ 7 System
Passive Reference Dye	ROX (Pre-mixed)
Primer Probe Compatibility	TaqMan™
Product Line	TaqMan™
Product Type	1-Step Master Mix
Reverse Transcriptase	M-MLV
Shipping Condition	Dry Ice
Sufficient For	200 Reactions

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3 Contract Period and Termination

- 3.1 This Contract shall be deemed to have commenced on 4th August (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2023 (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.
- 3.3 The Authority may extend the contract for the period to 1 April 2023, or such shorter period as the Authority may specify in the notice, (the “**Extension Period**”) by giving the Supplier written notice no later than 31 January 2023 if, the Authority considers, in its sole discretion, that it has any such requirements. (the “**Extension Requirements**”)

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 One Hundred and Five Thousand Pounds and No Pence (£105,000.00) (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**”). Initial forecast list of Delivery Location(s) is at Appendix 2.
- 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 location 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 Time is of the essence as to any delivery dates under the Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4 of the Call-Off Terms and

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Conditions.

- 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.

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 (£105,000 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 Parties agree that the period of 4 WEEKS is adequate notice.
- 7.2.4 Where the Authority provides the Supplier with a call off order pursuant to clause 7.2.2. above with notice that is not less than the period specified in clause 7.2.3 above then the Supplier shall fulfil such call off order.
- 7.2.5 Where the Authority provides the Supplier with a call off order pursuant to clause 7.2.2. above with notice that is less than the period specified in clause 7.2.3 above then the Supplier shall use its reasonable endeavours to fulfil such call off order in whole, and where the Supplier is not able to fulfil in whole in part, in the timeframe specified by the Authority.
- 7.2.6 Where the Authority's call off order made pursuant to clause 7.2.5. has been in the Supplier's possession for a period not less than that set out in clause 7.2.3. above the Supplier shall treat such call off order as if the Authority had submitted it pursuant to clause 7.2.4. accordingly.
- 7.2.7 The Supplier shall, as per the Authority's request, deliver the allocated amount to the relevant designated laboratory or laboratories on the specified Delivery Date(s).
- 7.2.8 The Supplier shall provide the Delivery Contact with the delivery notes on dispatch of each allocated amount with unique reference numbers.
- 7.2.9 The Supplier shall provide the Delivery Contact with a consolidated summary of the delivered allocated amounts on a

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monthly basis to allow verification of invoices and proof of delivery at each Delivery Location.

- 7.2.10 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.
- 7.2.11 The Supplier shall provide monthly delivery information, as defined by the Authority, of all Delivery Sites via spreadsheet and, in line with the Authority's requirement of all Suppliers.
- 7.2.12 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.
- 7.2.13 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.
- 7.2.14 The Supplier shall ensure that ambient Goods are packaged suitably so as not to cause loss or damage during shipment to a Delivery Location.
- 7.2.15 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.
- 7.2.16 The Supplier shall provide the Delivery Contact with the delivery notes on dispatch of the Goods with unique reference numbers.
- 7.2.17 The Supplier shall provide the Delivery Contact with a summary of the delivered Goods on a monthly basis to allow verification of invoices and proof of delivery at each Delivery Location.
- 7.2.18 The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract
- 7.2.19 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.
- 7.2.20 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.

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- 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.
- 7.5 Use Restrictions:**
- 7.5.1 "**Approvals**" means any and all necessary governmental and regulatory requirements that must be fulfilled/complied with relating to the use of the LTC Products as set forth in this Agreement.

Notwithstanding anything to the contrary in the Contract, the Supplier grants the Authority only a limited, non-transferable licence to use the quantity of Goods purchased from the Supplier for the Authority's internal research purposes. The Goods are manufactured and supplied by the Supplier for research use only. The Authority hereby acknowledges that the Goods have no Approvals for use in clinical, diagnostic, or therapeutic procedures, or for any other use requiring compliance with any law or regulation regulating clinical, diagnostic or therapeutic products or any similar product (hereinafter collectively referred to as "Regulatory Laws"). The Authority further acknowledges that the Goods have not been tested or validated for any particular use or purpose or for safety or effectiveness. It is the Authority's responsibility to test, validate, ensure suitability for and/or take any other actions necessary for any specific use or applications, including but not limited to obtaining any Approvals or third party intellectual property rights that may be required for the Authority's use of the Goods, and to ensure the Goods and/or materials that may be generated by or through the use of the Goods meet applicable regulatory, certification, validation or other requirements.

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 weekly (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.

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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 without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than 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).

This Contract has been entered into on the day and date given below:

Signed for and on behalf of the Supplier

DocuSigned by:



Full Name:



Job Title/Role:



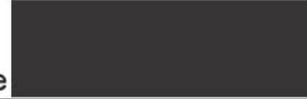
Date Signed: 8 August 2022

Signed for and on behalf of the Authority

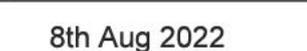
DocuSigned by:



Full Name:



Job Title/Role:



Date Signed: 8th Aug 2022

NHS SUPPLY CHAIN FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES**Appendix A
Goods Information and Pricing**

Goods Information and Pricing			
<u>Product Code</u>	<u>Product Description</u>	<u>Pack Size</u>	<u>Price Each</u>
4444432	TaqMan™ Fast Virus 1-Step Master Mix	██████	██████
4444434	TaqMan™ Fast Virus 1-Step Master Mix	██████	██████
4444436	TaqMan™ Fast Virus 1-Step Master Mix	██████	██████

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**Appendix B
Delivery Location(s)**

Goods In
UKHSA Porton Down
Manor Farm Road
Salisbury
SP4 OJG

