



**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: 16th February 2024

Our ref: GSS23564

Dear [REDACTED]

Award of framework Agreement for the supply of GSS23564: UKRI Oligonucleotide Synthesis and Nucleic Acid Sequencing Services.

Following your tender/ proposal for the supply of GSS23564: Oligonucleotide Synthesis and Nucleic Acid Sequencing Services to UKRI, we are pleased to award this framework agreement ("**Agreement**") to you for the following Lots / Sub Lots:

- Sub Lot 4.1 – Synthesis of DNA oligonucleotides
- Sub Lot 4.2 – Synthesis of custom RNA oligonucleotides / Supply of siRNA Libraries / Production of custom siRNA Libraries

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 00660457 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 and/or Services 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 and/or Services 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: 22nd February 2024
- 2 Expiry Date: 21st February 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.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in: i) Schedule 2; and/or ii) the relevant Contract.

Charges & Payment

- 5 The Charges for the Goods and/or Services 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: finance@uksbs.co.uk

- 6 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 finance@uksbs.co.uk 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

- 7 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

- 8 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

- 9 For general liaison your contact will continue to be coreservices@uksbs.co.uk
- 10 Pursuant to Clause 33.3, Disputes shall be escalated to the following individuals:

(c) Stage 1 escalation:

UKRI: ● [REDACTED]

Supplier: ● [REDACTED]

(d) 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 and/or Services. Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this letter to coreservices@uksbs.co.uk 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:

[REDACTED]

Name:

[REDACTED]

Position:

[REDACTED]

Date:

[REDACTED]

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:

