Appendix 1

National Microbiology Framework Agreement Life Technologies Order Form – C284286

FROM

FROM	
Authority:	UK Health Security Agency ("the Authority ")
Invoice address:	Post: UKHSA Accounts Payable Team
	Manor Farm Road
	Porton Down
	Salisbury
	SP4 0JG
	United Kingdom
	E-mail:
Contract Manager:	Name:
	Phone:
	Email:
Secondary Contact:	Name:
eg. business	Phone:
operational	Email:
contact, project	
manager	
Procurement lead	Name:
	Phone:
	E-mail:
Name and address	Name:
for notices:	Address: UK Health Security Agency
	10 South Colonnade
	Canary Wharf
	London
	E14 4PU

Internal reference	To be quoted on all correspondence relating to this Order Form:
(if applicable):	
	Contract Reference: C284286

TO

Supplier: Life Technologies (the "Supplier") 3 Fountain Drive Inchinnan Business Park Paisley PA4 9RF Contract Manager: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Life Technologies (the "Supplier") 3 Fountain Drive Inchinnan Business Park Paisley	то							
Inchinnan Business Park Paisley PA4 9RF Contract Manager: Name: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park	Supplier:	Life Technologies (the "Supplier")						
Paisley PA4 9RF Contract Manager: Name: Phone: E-mail: Phone: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		3 Fountain Drive						
Contract Manager: Name: Phone: E-mail: Secondary Contact: Name: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		Inchinnan Business Park						
Contract Manager: Phone: E-mail: Secondary Contact: Name: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		Paisley						
Phone: E-mail: Secondary Contact: Name: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		PA4 9RF						
Secondary Contact: Name: Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park	Contract Manager:	Name:						
Secondary Contact: Phone:		Phone:						
Phone: E-mail: Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		E-mail:						
Account Manager: Name: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park	Secondary Contact:	Name:						
Account Manager: Phone: E-mail: Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		Phone:						
Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		E-mail:						
Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park	Account Manager:	Name:						
Name and address for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		Phone:						
for notices: Address: Life Technologies Ltd 3 Fountain Drive Inchinnan Business Park		E-mail:						
3 Fountain Drive Inchinnan Business Park	Name and address	Name:						
Inchinnan Business Park	for notices:	Address: Life Technologies Ltd						
		3 Fountain Drive						
Paisley		Inchinnan Business Park						
		Paisley						
PA4 9RF		PA4 9RF						

Applicable terms and conditions

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

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	(only applicable if

		this box is checked)			
Appendix C	Optional Additional Call-off Terms and Conditio for Maintenance Services	ns	(only applicable if this box is checked)		
Appendix D	Optional Additional Call-off Terms and Conditio for Bespoke Research, Development and Manufacturing Requirements	(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))			
Appendix E	Optional Additional Call-off Terms and Conditio for Reagent Rental	ns	(only applicable if this box is checked)		
Appendix F	Optional Additional Call-off Terms and Conditio for Managed Equipment Services	ns	(only applicable if this box is checked)		
Appendix G	Optional Additional Call-off Terms and Conditio for Clinical Laboratory Diagnostic Testing Servi		(only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))		
Appendix H	Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is chec	:ked:	(only applicable if one or more boxes are checked)		
	TUPE applies at the commencement of the provision of Services				
	2. TUPE on exit				
	Different levels and/or types of insurance				
	Induction training for Services				
5. Further Authority obligations					
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services				
	7. Inclusion of a Change Control Process				
	8. Authority step-in rights				
	9. Guarantee				
	10. Termination for convenience				
	11. Pre-Acquisition Questionnaire				

	12.	Time of the essence (Goods)		
	13.	Time of the essence (Services)		
	14.	Specific time periods for inspection		
	15.	Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A		
	16.	Right to terminate following a specified number of material breaches		
	17.	Expert Determination		
	18. Consigned Goods			
	19.	Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises		
	20.	Management Charges and Information		
	21.	COVID-19 related enhanced business continuity provisions		
	22.	Buffer stock requirements		
	23.	Modern slavery	\boxtimes	
The additional C (Order Specific to this Contract.	Key		(only applicable if this box is checked)	

Project 5657 Version 1.0 Page 4 of 15

1. CONTRACT DETAILS

(1.1) Commencement Date:

The date this Order Form is signed by both Parties (the Authority and the Supplier).

(1.2) Services Commencement Date (if applicable):

Not Applicable.

(1.3) Contract Price ((i) breakdown and (ii) payment profile):

- 1.3.1. The maximum value of the Goods that can be ordered under this Contract shall be two hundred and six thousand pounds and zero pence only (£206,000) (the "Contract Price").
- 1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.
- 1.3.3. The Contract Price excludes VAT at the applicable rate.
- 1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract ("PO").
- 1.3.5. The Goods which are able to be purchased under this contract are contained within Table1 Consumables and Price Breakdown (ex VAT) (the "Goods").

Table 1 – Consumables and Price Breakdown (ex VAT)

Product Number	Description	Price Per Unit	Additional Charges
A28527	10mL TaqPath™ 1Step Multiplex Master Mix	£	Dry Ice (per shipment)

- 1.3.6. Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.
- 1.3.7. POs issued by the Authority in respect of this Contract do not form part of this Contract.

(1.4) Term of Contract:

- 1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the "Commencement Date") and shall, unless terminated earlier in accordance with its terms, expire on 15th May 2025 (the "Term").
- 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 no less than 3 (three) months written notice.

(1.5) Term extension options:

- 1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, totalling 24 (twenty-four) months, to 15th May 2027, (the "Extension Period"), in accordance with Clause 15.2 of the Call Off Terms and Conditions.
- 1.5.2 The Authority may, but is not committed to, extend this Contract with a budget similar to that of the original contract, subject to internal review and approvals.
- 1.5.3 The Authority may request a quote for the extension period as early as 30th November 2024.
- 1.5.4 In accordance with Schedule 6 Guidance of the Framework Agreement, the Supplier shall provide a quote where any price increases should not exceed the Consumer Price Index (CPI) for the previous 12 (twelve) months prior to the submission date. The Supplier shall quote in accordance with, and not exceeding, the prices listed on the Framework Agreement.
- 1.5.5 In exceptional circumstances, at its sole discretion, the Authority reserves the right to consider another index in place of the CPI.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

- 2.1.1. The Supplier shall provide and deliver to the Authority the Goods as listed in Table 1 Consumables and Price Breakdown.
- 2.1.2. The Specification of the Goods (the "Specification") are contained within Appendix 2.

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

2.2.1. The Supplier shall deliver the Goods to the site detailed in Table 2 – Premises and Locations ("Premises and Locations") or such other location as the Authority reasonably specifies from time to time.

Table 2 – Premises and Locations

Site	Address	Delivery Contact	Email and Contact Number
UKHSA Colindale	Respiratory Virus Unit (RVU) UK Health Security Agency 61 Colindale Avenue London NW9 5EQ		

- 2.2.2. The Supplier shall ensure that all Goods are labelled with product description, part number, volume, batch number, storage requirements and barcode.
- 2.2.3. All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact stated in Table 2 (the "Delivery Contact") at least 2 (two) Business Days prior to attendance.
- 2.2.4. The Supplier shall provide the following data when notifying the Delivery Contact:
 - a. Supplier name;
 - b. Authority's PO Number;
 - c. Item reference, Supplier's part code, description and quantity; and
 - d. Any special instructions originally entered on the Authority's PO.
- 2.2.5. The Delivery Contact will confirm:
 - a. Booking reference number;
 - b. Date and time of delivery of Goods (where applicable); and
 - c. Delivery address.
- 2.2.6. 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 Premises and Location has signed the Supplier's delivery note confirming receipt.
- 2.2.7. The Supplier shall carry out deliveries within the ordinary working hours of a Business Day at the Premises and Location on the date specified on the PO unless otherwise agreed with the relevant Delivery Contact as stated in Annex A – Order Specific Key Provisions,

Clause 1.3.

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

Name:
Phone:
E-mail:

(2.4) Performance standards:

- 2.4.1. The Supplier shall ensure that the Goods are fit for purpose and adhere to the Specifications as stated in Appendix 2.
- 2.4.2. Timely delivery of the Goods in accordance with Section 2.7 below.
- 2.4.3. Proof of delivery of the Goods to be supplied.

(2.5) Quality standards:

- 2.5.1. Unless expressly agreed otherwise, the Supplier shall ensure that the Goods have a minimum shelf life of at least 3 (three) months following the date of delivery by the Supplier, to allow the laboratories sufficient time to use the Goods.
- 2.5.2. If the Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written notice to the Supplier in accordance with Schedule 2, Clause 3 of the Call-Off Terms and Conditions.

2.5.3. Return Conditions:

- 2.5.3.1. For Rejected Goods:
 - a. The Supplier is responsible for collecting the Rejected Goods.
 - The Supplier is responsible for the costs of returning/collecting the Rejected Goods.
- 2.5.3.2 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:

2.6.1. The Supplier shall monitor the supply chain closely and will contact the Authority if the Supplier becomes aware of any disruptions the Supplier believes could impact on the delivery of the Goods in accordance with the ordering process.

(2.7) Management information and meetings:

- 2.7.1. At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide any management information to the Authority as the Authority may reasonably request from time to time.
- 2.7.2. Examples of management information that can be requested, but not limited to, are:
 - Compliance to processes: Delivery and invoicing processes as stated in Annex 1 of this Order Form.
 - Quantity of Goods delivered against the relevant PO (including deliveries in excess and shortfall of the quantity ordered).
 - Quality of delivery of the Goods in accordance with the Call Off Terms and Conditions and this Contract (including delivery presentation, presented in such a way that it can be unloaded safely and in a ready for use condition, and damaged Goods).
 - Timely and accurate administration (including booking/amending delivery times, POs and invoices, delivery advice notes and labels being in accordance with the Call Off Terms and Conditions and this Contract).

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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:

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

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

Not Applicable.

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

Not Applicable.

For and on behalf of the Authority

DocuSigned by:

Full Name:

Job Title/Role:

Date Signed: 16th May 2024

For and on behalf of the Supplier

DocuSigned by:

Full Name:

Job Title/Role:

Date Signed: 16/05/2024

Annex A

Order Specific Key Provisions

1. 1. Ordering Procedure

- 1.1 The Authority may, but shall not be obliged to, provide the Supplier with POs for Goods up to, but not cumulatively exceeding the Contract Price.
- 1.2 The Parties agree that where the Authority issues a Purchase Order whereby the delivery date required is at least 5 (five) Business Days after the date of the PO then Supplier shall fulfil such PO in its entirety. The period of one (1) week is adequate notice.
- 1.3 Where the Authority issues a PO whereby the delivery date required is less than 5 (five) Business Days after the date of the PO then the Supplier shall use its reasonable endeavours to fulfil such Purchase Order in its entirety. Where the Supplier is not able to fulfil such PO the Parties the Supplier shall advise the relevant Delivery Contact within 1 (one) Business Day as to when the PO can be fulfilled in its entirety and whether part shipment is possible. The Delivery Contact, in its sole discretion, shall agree any part shipment.
- 1.4 The Supplier shall as part and parcel of the delivery of the Goods provide to the Authority any relevant technical information, quality standard, testing and validation information, and any handling and storage information.
- 1.5 The Supplier warrants that any Goods that are shown to fail the Specification in accordance with clause 3.2 and/or 3.6 of the Call-Off Terms and Conditions, within the expiry date required for the Goods, are either replaced or, where the Authority no longer requires replacement Goods in accordance with clause 3.5 of the Call-Off Terms and Conditions the Authority, receives full credit for the Rejected Goods.

2. Invoicing Terms

- 2.1. Payment terms are net 30 days from receipt of a valid invoice.
- 2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.2. The Supplier shall provide an invoice to the Authority for all Goods delivered to the

- 2.3. All invoices must be sent for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: and their agreed representative before being submitted for payment.
- 2.4. 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.
- 2.5. In support of Goods delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Premises and Locations.
- 2.6. Supplier queries regarding payment must be forwarded to the Authority's Accounts

 Payable section by email to:
- 2.7. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

Appendix 2 – Specifications of the Goods

applied biosystems

PRODUCT INFORMATION SHEET

TaqPath™ 1-Step Multiplex Master Mix

Catalog Numbers A28521 (1 \times 0.5 mL), A28522 (5 \times 1 mL), A28523 (1 \times 10 mL), A28525 (1 \times 0.5 mL), A28526 (5 \times 1 mL), A28527 (1 \times 10 mL) Doc. Part No. 100033995 Pub. No. MAN0014069 Rev. B.0

Note: For safety and biohazard guidelines, see the "Safety" appendix in the *TaqPath*™ 1-Step Multiplex Master Mix User Guide User Guide (Pub. No. MAN0014269). Read the Safety Data Sheets (SDSs) and follow the handling instructions. Wear appropriate protective eyewear, clothing, and gloves.

Product description

The TaqPath™ 1-Step Multiplex Master Mix is used to perform one-step multiplex realtime PCR applications with any gene-specific primer and probe <u>sets, and</u> is suitable for both RNA and DNA targets.

Isolate and purify the target nucleic acid samples according to your laboratory practices. For sample preparation recommendations, see the *TaqPath*™ 1-Step Multiplex Master Mix User Guide (Pub. No. MAN0014269).

Contents and storage

Product	Cat. No.	Storage
TaqPath" 1-Step Multiplex Master Mix (No ROX")	A28521	
	A28522	
	A28523	2000 to 1000
TaqPath™ 1-Step Multiplex Master Mix	A28525	-30°C to -10°C
32 32	A28526	
	A28527	

For Laboratory Use.



2

National Microbiology Framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

Prepare a reaction mix for real-time PCR systems

- Thaw all reagents on ice.
- Calculate the total volume required for each reaction based on the following table.

Component	Fast systems (20-µL <u>pxn</u>)	Standard systems (50-µL pxn)	Notes
TaqPath™ 1-Step Multiplex Master Mix (4X)	5 μL	12.5 µL	_
Up to four user- defined assays (primers and probe)	1 μL/assay	2.5 µL/assay	Use primer concentrations of 150–900 nM and a probe concentration of 100–250 nM.
Sample	Variable	Variable	Use as much sample as needed, but do not exceed the total reaction volume.
RT-qPCR Grade Water	Variable	Variable	Fill to the total reaction volume.
Total volume per reaction	20 μL	50 μL	_

IMPORTANT! The TaqPath™ 1-Step Multiplex Master Mix is a 4X formulation and is more viscous than most master mixes. Ensure that all components are thoroughly mixed in all the wells before proceeding. It has been observed that inverting the plate gives more uniform mixing across the reaction plate than vortexing.

RT-real-time PCR thermal cycling conditions

Step	Stage	Cycles	Temperature	Time (Fast systems)	Time (Standard systems)
UNG incubation	1	1	25°C	2 minutes	2 minutes
Reverse transcription	2	1	53°C	10 minutes	10 minutes
Polymerase activation	3	1	95°C	2 minutes	2 minutes
Amplification	4	40	95°C	3 seconds	15 seconds
Amplification	4	40	60°C	30 seconds	1 minute

Note: During thermal cycling, the reverse transcription step will not affect performance with DNA targets.



Life Technologies Corporation | 7335 Executive Way | Frederick, MD 21704 | USA For descriptions of symbols on product labels or product documents, go to thermofisher.com/symbols-definition.