National Microbiology Framework Agreement Order Form Life Technologies Ltd Contract Reference C117817

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, 17 Smith Square, London, SW1P 3JR
	Email:
Contract Manager:	
Secondary Contact: business operational contact/project manager	
Procurement lead	
Name and address for notices:	
	Address: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P
Internal reference (if applicable):	CRE-ID 4158

TO:

Supplier:	Life Technologies Limited (A company registered in England and Wales with number SC083107) whose registered office is at 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF (the "Supplier")
Contract Manager:	

Secondary Contact:	
Account Manager:	
Name and address for notices:	Address: 3 Fountain Drive, Inchinnan Business Park, Paisley, 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 Conditions for Maintenance Services	(only applicable if this box is checked)	
Appendix D	Optional Additional Call-off Terms and Conditions 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 Conditions for Reagent Rental	(only applicable if this box is checked)	
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services (only applicable in this box is checked)		
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	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 checked: 1. TUPE applies at the commencement of the provision of Services 2. TUPE on exit	(only applicable if one or more boxes are checked)	
	Induction training for Services 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	

1. CONTRACT DETAILS

(1.1) Commencement Date: TBC

(1.2) Services Commencement Date (if applicable):

N/A

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

- 1.3.1 The total contract value shall be one hundred and eighteen thousand and twenty three pounds and eight pence (£118,023.08) excluding VAT and inclusive of freight and delivery charges, (the "Total Contract Value"). The Total Contract Value is the maximum value of services which can be ordered under this Contract.
- 1.3.2 The Total Contract Value comprises the assets detailed under section 2.1.1 (the "Goods").
- 1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a purchase order for one hundred and eighteen thousand and twenty three pounds and eight pence (£118,023.08) which shall equal the Total Contract Value (the "Purchase Orders").
- 1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.
- 1.3.5 The Supplier shall provide monthly consolidated invoices in accordance with Section 2 of Annex A Order Specific Key Provisions
- 1.3.7 All equipment must be delivered and invoiced by 15th January 2023.
- 1.3.8 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.
- 1.3.9 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions)
- 1.3.10 The Purchase orders 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 be deemed to have commenced on 16th December 2022 (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2023 (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 not less than 90 days' written notice.

11	E1	T		•		
ш		Term	extens	ıon	opti	ons:

N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Services (the **"Specification"**) is as set out in this in this Clause 2.1 and as at Annex B.

2.1.1 This Order Form covers the following equipment.

Goods Informa	ation and Pricing		
Product Description		Number of units)
QuantStudio 7 Pro including laptop, training, installation and 2 years full parts and labour warranty			
96 well plate install and calibration			
384 well plate (upgrade) install and calibration			
Peripherals: (Optical adhesive covers, wifi dongle)			
Delivery			
Removal of legacy equipment			

Warranty Period - The warranty on the above equipment is 24 months from installation and commissioning. Full details in Annex C.

- (2.2) Premises and Location(s) at which the Goods/Services are to be provided:
 - 2.2.1 The Supplier shall deliver the Goods/Services to the site listed in below.

Toxicology Dept

RCE

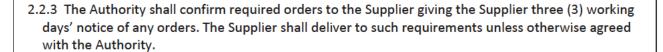
UKHSA

Harwell Campus, Chilton

Oxfordshire

OX11 ORQ

2.2.2 Primary delivery contact: Business Operational Contact



2.2.4 In the event of the Contract's expiry or termination early for whatever reason, the Supplier shall

only invoice for the stock that has been shipped and not previously invoiced.

- 2.2.5 The Parties agree that notwithstanding submission of the Purchase Order to the Supplier, 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.
- 2.2.6 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).
- 2.2.7 The Delivery Contact will confirm:
 - Booking reference number;
 - Date and time of service (where applicable); and
 - Delivery address.
- 2.2.8 Delivery of the Goods/Services 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 service / maintenance recording sheet.
- 2.2.9 The Supplier will arrange for the pick up and removal of legacy qPCR equipment from UKHSA Chilton laboratory by no later than two weeks after delivery and installation of the new equipment.
- (2.3) Key personnel of the Supplier to be involved in the Goods / Services:
- 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF

(2.4) Performance standards:

- The Supplier shall deliver the Services to good industry standards.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Services to meet Specifications as stated in section 2.1
- Proof of delivery of the Goods to be supplied with each monthly consolidated invoice.

(2.5) Quality standards:

The Supplier shall supply the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must meet the laboratories ISO standard UKAS ISO 15189 "Medical Laboratories" accreditation at all times.

(2.6) Contract monitoring arrangements:

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

(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 such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).
- 2.7.2 Performance and key performance indicators to be reported by the Supplier on a monthly basis include:
 - Delivery KPI's delivery on time and in full;
 - Instrument performance.
 - Service & maintenance,
 - Issues;
 - Invoicing; and
 - Discuss such other matters as the Parties may consider appropriate

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:

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

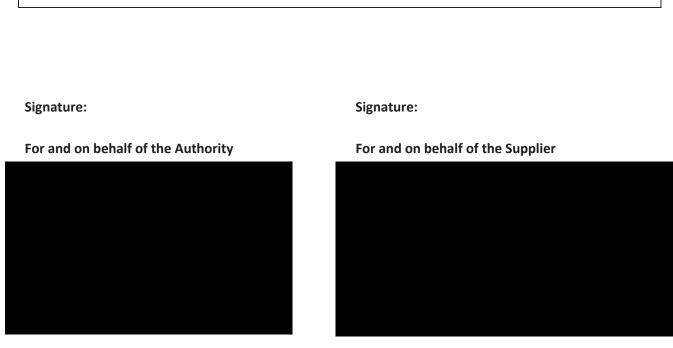
4. DATA PROCESSING (if applicable)

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

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:
N/A



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the services to the location set out in Section 2.2 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Annex A, Appendix A, B C & D 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 send a unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.

- 2.5 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.
- 2.6 The Supplier shall provide compliant invoices that include 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.
- 2.7 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 Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:

Annex B - Operator Manual and Specification of Goods

Specifications for the Goods

Smart features

Facial authentication	Hands-free login and access to your personal profile
Hands-free operation	Perform basic operations using voice commands
Radio-frequency identification (RFID) smart plate workflow	2 embedded RFID readers to detect and decode Applied Biosystems™ TaqMan® Smart Plates
Smart Help	For faster, more efficient, and more effective resolution of instrument and application issues
Smart Remote Support	A real-time audio/video collaboration tool and an advanced remote desktop support tool that reduces instrument downtime from days to minutes

Performance specifications

Dye compatibility	FAM™, SYBR™ Green, VIC™, JOE™, HEX™, TET™, ABY™, NED™, TAMRA™, Cy®3, JUN™, ROX™, Texas Red™, Mustang Purple™, Cy®5, LIZ™, Cy®5.5	
Multiplexing	5 or 6 targets	
Dynamic range	10 logarithmic units	
Sensitivity (resolution)	tion) 1.5-fold resolution; detect down to 1 copy	
Research areas	Infectious diseases, pathogen detection, translocation analysis, viral load analysis, drug metabolism, plant sciences, agricultural biotechnology, oncology, inherited diseases, epigenetics, synthetic biology, stem cells	
Key applications	Gene expression analysis, copy number variation (CNV), high-resolution melting (HRM), single-nucleotide polymorphism (SNP) genotyping, mutation scanning, mutation detection, Applied Biosystems™ Protein Thermal Shift™ analysis, microRNA profiling, methylation analysis	

System specifications

Dimensions (D x W x H) and weight	52.5 x 33.8 x 54.7 cm; 38 kg
Sample capacity (block format)*	96-well 0.1 mL block, 96-well 0.2 mL block, 384-well block, Applied Biosystems™ TaqMan® Array Cards
Reaction volume	10–30 μL for 96-well 0.1 mL block; 10–100 μL for 96-well 0.2 mL block; 5–20 μL for 384-well block; ~1.5 μL for TaqMan Array Cards
Maximum ramp rate	6.5°C/sec
Average sample ramp rate	3.66°C/sec
Temperature uniformity	0.4°C
Temperature range	4-99.9°C
VeriFlex™ Blocks	3 or 6 independent temperature zones (96-well blocks)
Block size	22.5 x 22.5 x 7 cm
Heating and cooling method	Peltier
Run time	Less than 30 min
Calibration	Engineer calibrated during installation
Onboard memory	10 GB, which translates to approximately 450 run files
Electrical approvals	IEC, CE
Excitation (light source)	Bright white LED
Filter or color combinations	5 for QuantStudio 6 Pro system, 21 for QuantStudio 7 Pro system
Excitation/emission range	450–680 nm/500–730 nm
Detection method	Complementary metal-oxide semiconductor (CMOS) technology
Data acquisition	Whole-plate imaging
Touchscreen	12 inch capacitive touchscreen with real-time application viewing
Online ecosystem	Our free Connect platform with cloud-enabled systems
Communication interface	Connect platform with cloud-enabled systems, USB, LAN, or Wi-Fi
External devices	2D barcode reader via USB connection
System configuration	Stand-alone, PC-connected, or direct connection via LAN or Wi-Fi to the Connect platform
International standards	ISO 13485

^{*} Blocks are being released at intervals, so some may not be currently available.

Software specifications

Claud decian and analysis software	Desktop option using Microsoft™ Windows™ 10 or Mac™ operating system
Cloud design and analysis software	Web browser-based software option; run on PC or Mac computer
	Preoptimized protocol templates or ability to customize
Run programming options	Programmable and manual pause
	Preprogrammed protocol decoded by RFID reader
MIQE compliance	Real-time PCR data markup language (RDML) export format
Data analysis	Standard curve, absolute and relative gene expression analysis, SNP genotyping, presence/absence, HRM

Annex C Equipment Warranty -

Warranty

AB Assurance service & maintenance

- All Service Labour, Travel, and Parts Costs
- Priority response time 2 business days
- Annual planned preventative maintenance
- Monday to Friday technical support
- Digital remote support and monitoring