

Appendix 1**National Microbiology Framework Agreement
Order Form****FROM**

Authority:	Defra on behalf of APHA – Animal and Plant Health Agency (the Customer)
Invoice address:	<p>SSCL, Defra Procure to Pay, PO Box 790, Newport, Gwent NP10 8FZ. apinvoices-aph-u@gov.sscl.com</p> <p>Following Delivery of the Goods, the Contractor shall invoice the Customer. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods supplied in the invoice period.</p>
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: C25836

TO

Supplier:	Life Technologies Limited
Name and address for notices:	3 FOUNTAIN DRIVE, INCHINNAN, Renfrewshire, 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	<input type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (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	<input type="checkbox"/> (only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (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:	(only applicable if one or more boxes are checked)
	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>
	2. TUPE on exit	<input type="checkbox"/>
	3. Different levels and/or types of insurance	<input type="checkbox"/>
	4. Induction training for Services	<input type="checkbox"/>
	5. Further Authority obligations	<input type="checkbox"/>
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>
	7. Inclusion of a Change Control Process	<input checked="" type="checkbox"/>
	8. Authority step-in rights	<input type="checkbox"/>
	9. Guarantee	<input type="checkbox"/>

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	10. Termination for convenience	<input type="checkbox"/>
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>
	12. Time of the essence (Goods)	<input type="checkbox"/>
	13. Time of the essence (Services)	<input type="checkbox"/>
	14. Specific time periods for inspection	<input type="checkbox"/>
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>
	17. Expert Determination	<input type="checkbox"/>
	18. Consigned Goods	<input type="checkbox"/>
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>
	20. Management Charges and Information	<input type="checkbox"/>
	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>
	22. Buffer stock requirements	<input type="checkbox"/>
	23. Modern slavery	<input checked="" type="checkbox"/>
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.		<input checked="" type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS**(1.1) Commencement Date:** 14/08/2024**(1.2) Services Commencement Date (if applicable):** n/a**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

£2,700,000.00 TCV

Original Term: £1,350,000.00 (24 months)

Extension Term: £1,350,000.00 (24 months)

(1.4) Term of Contract:

Two (2) year contract from 14 August 2024 to 31 July 2026

(1.5) Term extension options:

Two (2) year extension option from 01 August 2026 to 31 July 2028

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Goods / Services:**

Individual Purchase Orders will be raised on an “as-used” basis from multiple APHA locations up to a maximum spend of £1,350,000.00 during the contract period. Spend over and above this amount will not be permitted without the relevant internal governance processes and approvals being carried out by the Customer.

See Annex B - Prices shown are List Prices v the agreed pricing (following negotiation) with the supplier.

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

Payment will be made once delivery has been received by APHA and on the production of valid invoice.

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

As specified on the individual APHA Purchase Order.

All APHA locations, as detailed on the APHA website:

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency/about/access-and-opening>

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

As indicated in Supplier details on Page 1.

(2.4) Performance standards:

The Contractor shall be managed by APHA's Contract Management Team, and, if required, will review and discuss any issues that arise during the contract period.

(2.5) Quality standards:

Performance Management Framework and KPIs are detailed in Annex A.

(2.6) Contract monitoring arrangements:

For the avoidance of doubt, the service provided under the Order Form will be fed back to UKHSA to inform performance under NMF Framework - Lots 1 and 2.

(2.7) Management information and meetings:

N/A

3. CONFIDENTIAL INFORMATION (if applicable)**(3.1) The following information shall be deemed Confidential Information:**

N/A

(3.2) Duration that the information shall be deemed Confidential Information:

N/A

4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

N/A

5. LEASE / LICENSE (if applicable)**(5.1) The Authority is granting the following lease or licence to the Supplier:**

N/A

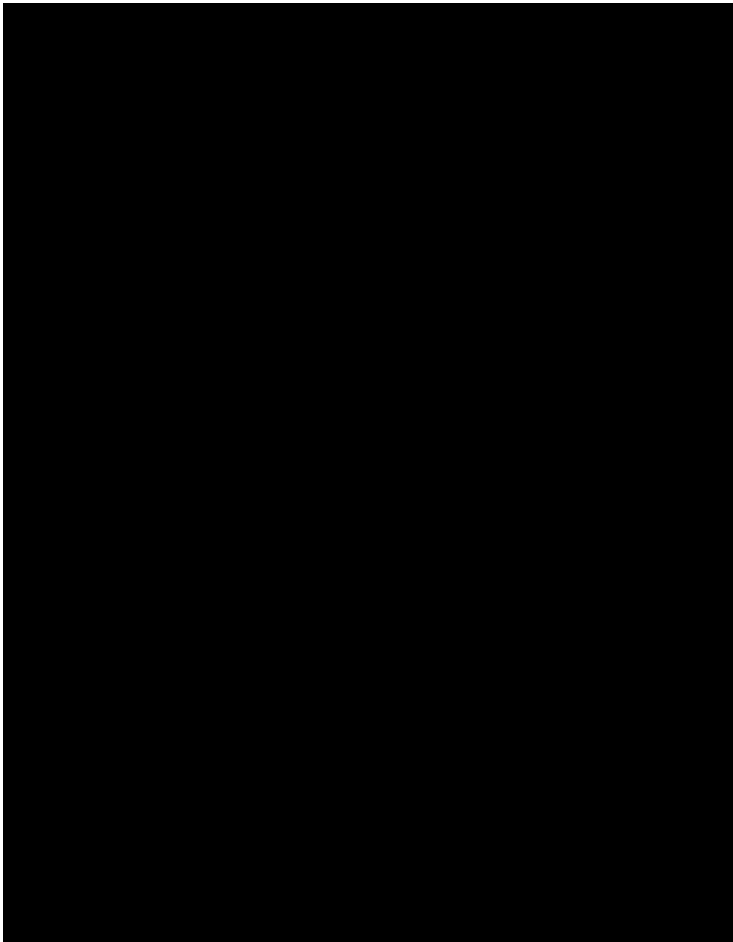
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Acceptance of the award of this Order Form will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Order Form must be made within 7 days from the date of this award and the agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Atamis").

No other form of acknowledgement will be accepted.

BY ACCEPTING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Authority to provide to the Customer the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Contract that are set out in the Framework Health Security Agency (UKHSA) running from



ANNEX A**Performance Management Framework (including Key Performance Indicators and Service Credits)**

- 1.1 As part of the Authority's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.
- 1.2 The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.
- 1.3 Key Performance Indicators (KPIs) are essential in order to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.
- 1.4 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 1.5 The Authority shall review performance against KPIs and, if appropriate, instigate meetings and work closely with the Contractor to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.
- 1.6 The KPIs for this Contract are set out below.

Service Credit Principles

- 1.7 The use of service credits is governed by the following principles:
- 1.8 Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.
- 1.9 The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.
 - KPIs with a service credit rating of 1 will have a service credit of three per cent (3%) of the invoice amount for the monitoring period, applied for each KPI failure
 - KPIs with a service credit rating of 2 will have a service credit of five per cent (5%) of the invoice amount for the monitoring period, applied for each KPI failure
 - The maximum annual service credit to be applied will be no more than ten per cent (10%) of the total annual contract value per Contractor.
- 1.10 The Authority has full and complete discretion on whether to claim all, part or none

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of a service credit to which it is due.

- 1.11 Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.
- 1.12 The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

Key Performance Indicators				
KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1 Customer Service	Early indication of any issues that may affect delivery timescales to be notified to APHA (Customer) via email. The Supplier shall respond to queries within one (1) Working Day of contact from the Customer. The response shall provide the Customer with either a suitable resolution within two (2) Working Days or agree a timescale for when the issue shall be resolved.	Notification of issues affecting delivery timescales. Responses and resolution timescales are met.	100%	1
KPI 2 Delivery	Contractor delivers Goods to the agreed date on the Purchase Order.	Delivery against agreed timescales.	100%	2
KPI 3 Quality	The product is accepted as suitable by APHA and performs to the manufacturer's specifications.	The product meets the required standards as stated in the specification.	100%	1

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Annex B

Estimated Annual Quantity	Item Number	Description
1	14203	DYNABEADS M-280 TOSYLACTIVATED 2 ML
1	20278	COOMASSIE BRILLIANT BLUE R-250 , 50 GM
2	23223	PIERCE BCA PROTEIN ASSAY REAGENT A, 1000 ML
2	23224	PIERCE BCA PROTEIN ASSAY REAGENT B, 25 ML
1	24585	PIERCE REVERSIBLE PROTEIN STAIN KIT - FOR PVDF MEMBRANES
1	24615	IMPERIAL PROTEIN STAIN, 1 L. EA
1	26102	SATA, N-SUCCINIMIDYL-S-ACETYLT HIO-ACETATE, 50 MG
1	26103	HYDROXYLAMINE HYDROCHLORIDE 25 GM
1	26616	PAGERULER PRESTAINED PROTEIN LADDER, 2 X 250 UL
1	28300	CHAPS: 3 (3-CHOLAMIDOPROPYL) DIMETHYL-AMMONIO-1-PROPANE-
1	28372	BUPH PHOSPHATE BUFFERED SALINE PACKS, 40 PACKS
6	32490	PURIFIED RECOMB PROTEIN A/G , PEROXIDASE CONJUGATED, .5 MG
2	34028	1-STEP ULTRA TMB - ELISA EA
2	101223	REC. PROTEIN G - HRP 1 ML
1	140620	CC INSERT, 0.4UM PC, IN MD 24 CASE OF 48
2	161093	NUNCLON F96 MICROWELL PLATE CASE OF 160
2	163320	U96 WELL TC PLATE W/LID CASE OF 50
1	167008	F96 WELL TC PLATE W/LID CASE OF 50
21	168055	F 96 WELL TC PLATE W/O LID CASE OF 50
9	401734	PRISM GENESCAN KIT 500 ROX
3	450025	TAQMAN TAMRA PROBE 6K PMOLES EACH
3	614620	RBTXGNP IGG H+L HRP PAB 1 ML
4	4304437	TAQMAN UNIV MMIX 5ML EACH
10	4306311	MICROAMP CLEAR ADHESIVE FILM, 100 PC
14	4307480	STOCKMARKS FOR CATTLE EACH
9	4308323	FG KIT,EXOGENOUS IPC RGNT VIC PROBE
2	4311818	AMPLITAQ GOLD 5X1000U +GOLD BUFFER+MGCI2
7	4316033	TAQMAN MGB PROBE 20,000 PMOLES EACH
25	4316034	TAQMAN MGB PROBE 6,000 PMOLES EACH
1	4338856	TF,AMPLITAQ GOLD LD 250U KIT EACH

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Estimated Annual Quantity	Item Number	Description	List Price (£)	NMF Agreement (£)
4	4364340	TAQMAN UNIV MMIX 5X5ML 5X200RXN	2,030.00	1,417.01
1	4398044	TF,4 X 200RXN TAQMAN EMM 2.0 EACH	1,614.00	937.92
2	4462359	5X MAGMAX PATHOGEN RNA/DNA KIT	1,528.00	1,414.51
1	4472908	SYBR SELECT MASTER MIX, 5ML EACH	366.00	243.28
32	4489111	PK BUFFER EACH	23.20	22.21
4	5400630	KF FLEX WITH 96 DW HEAD EACH	51,300.00	51,300.00
1	10297018	100 MM DNTP SET 4 X 25 UMOL	249.00	151.20
1	10488090	E-GEL 1 KB PLUS DNA LADDER 100	184.00	138.35
1	10488099	E-GEL 50BP DNA LADDER 100 APPS	177.00	129.09
915	10629012	PRIMER 50 NMOL 50 NMOL	0.20	0.19
219	10629020	PRIMER 200 NMOL 200 NMOL	0.63	0.29
853	10629186	PRIMER 25 NMOL TUBE 25NMOL	0.18	0.16
4	10668051	PRIMER STND CONC CUSTOM CUSTOM	2.52	2.19
1	10777019	RNASEOUT RECOMB.RNASE INHIB. 5000 UNITS	205.00	156.51
2	10816015	10X BLUEJUICE LOADING BUFFER 3 X 1 ML	32.53	25.11
6	10913044	PRIMER COP 200 NMOL 200 NMOL	20.33	14.33
5	11058021	OPTI MEM I 500ML	29.21	27.09
76	11415064	LEIBOVITZ L 15 MED 500ML	24.63	23.27
1	11593027	AMPICILLIN SODIUM SALT STERILE 200 MG, VIAL	42.17	39.82
1	11668027	LIPOFECTAMINE 2000 REAGENT 0.75 ML	490.00	469.54
3	11732020	SSIII 1-STEP QRT-PCR 100 100 RXN	465.00	292.00
2	11732088	SSIII 1-STEP QRT-PCR 500 500 RXN	1,950.00	1,278.46
1	12489027	PCDNA 6.2 DEST EA	794.00	750.48
9	12594100	SUPERSCRIPT IV 1-STEP SYSTEM 100 RXNS	998.00	971.27
12	12605010	TRYPLE EXPRESS W/ PHENOL RED 100ML	22.86	21.38
1	14040174	PBS,DULB (1X)+CA,+MG 10X500ML	122.00	111.98
2	14190094	PBS,D'BECCOS W/O CA,MG(1X) 500ML	14.21	6.93
1	14190250	DPBS 10 X 500ML	117.00	106.02
21	15090046	TRYPSIN, 2.5%, 10X 100ML	13.51	12.64
1	15140122	PENICILLIN STREPTOMYCIN SOL 100ML	19.03	6.59
126	15290026	AMPHOTERICIN B 250 UG/ML 50ML	23.33	15.72
1	15338100	LIPOFECTAMINE LTX, 1ML EA	654.00	563.51
21	15340029	NYSTATIN 20ML	25.86	24.19
1	15514011	GLYCEROL 500ML	59.00	56.24
1	15544034	S.O.C. MEDIUM 10X10ML	91.25	78.67
53	16050122	HORSE SERUM 500 ML	76.25	54.00

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Estimated Annual Quantity	Item Number	Description
600	16050130	HORSE SERUM 100 ML
12	16110082	CHICKEN SERUM 500 ML
1	16120099	RABBIT SERUM 100ML
42	16250078	FBS, ULTRA LOW IGG, USA ORIGIN 500ML
1	16500100	AGAROSE, ULTRAPURE 100G
5	16520100	AGAROSE, LMP ULTRAPURE 100 G
1	18068015	DNASE I AMP GRADE 100 UN
1	18080044	SUPERSCRIPT III REV TRANSCRIPT 10,000 UN
1	18080051	SUPERSCRIPT III 1ST STRAND 50 RT-PCR REACTIONS
4	18080093	SUPERSCRIPT III REV TRANSCRIPT 2,000 UNITS
3	18090050	SUPERSCRIPT IV 10,000 units
14	18091200	SUPERSCRIPT IV 1ST STRND SYSTM 200 reactions
1	18265017	SBCLNG EFF DH5@ COMP CELLS 2.0ML (4 X 0.5ML) #18265
4	21430020	MEM-EARLES W/O L-GLUT(10X) 500ML
11	21980065	ISCOVE'S MOD DULBECCO'S MEDIUM 10X500ML
1	22700025	LB AGAR 500G
2	26050088	HORSE SERUM HEAT INACTIVATED 500ML
21	26250084	PORCINE SERUM 500 ML
21	31095052	MEM-EARLES & L-GLUT 10X500ML
3	31966047	DMEM W/GLUTAMAX-I, PYR, 4.5G GLU 10X500ML
250	95040450	DEEP WELL 96 PLATE, 50 PCS Case of 50
112	97002534	KF 96 TIP COMB FOR DW MAGNETS 10X10 PCS\BOX
200	97002540	KF 96 KF PLATE (200 UL), 48/CS CASE OF 48
1	97003500	KINGFISHER DUO 12-TIP COMB CASE OF 50
1	97003520	KINGFISHER DUO ELUTION STRIP CASE OF 40
1	170355N	5 ML PIPETTE, PAPER PEEL CASE OF 200
1	170356N	10 ML PIPETTE, PAPER PEEL CASE OF 200
12	7002PK	RNASE AWAY 475ML SPRAY BOTTLE Each
2	70775Y200UN	SEQUENASE V2.0 T7 DNA POL. EACH
16,089	817003DE	SYN GENE 0 - 3 KB PORTAL RATE BASE PAIR (5 UG IN 1 TUBE)
1	850310DE	VECTOR PREPARATION EA
9	854005DE	SC CUSTOMER VECTOR 5 UG

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Estimated Annual Quantity	Item Number	Description
16,089	878017DE	FULL GENE SETUP SERV 0 - 3 KB BASE PAIR
2	A16054	GOXCK IGY H+L HRP PAB 1 MG
1	A25798	E-GEL NGS, 0.8% AGAROSE 10 PAK
1	A29765	XENO VIC POSITIVE CNTRL ASSAY 1EA
1	A32700	FG. MAGMAX CORE(100RXN) FG. MAGMAX CORE(100RXN)
180	A32702	FG, MAGMAX CORE KIT (500RXN) EA
4	A32837	MAGMA CO LYSIS SOLUTION EA
6	A35751	VETMAX PRRSV DETECTION KIT 100 RXN
1	A40000278	PONCEAU S STAIN, 1000 ML Ponceau S Stain, 1000 mL
1	A42100	E-GEL SYBR SAFE 1% 10 GELS
2	A45204	E-GEL SYBR SAFE 2% 20 GELS
1	A5209402	VALUE FBS ONSHOT 10X50ML
3	AB0600W	PCR,0.2ML REACTION PLATE,POLYPROPYLENE, WHITE (BOX OF 25)
5	AB0700	PCR, LOW PROFILE REACTION PLAT E (SOLD AS BOX OF 25)
26	AB0866	ULTRA CLEAR CAP STRIP (120 STRIPS OF 8)
3	AB2400W	SUPERPLATE SEMI-SKIRTED PCR PL ATE BLACK GRID REF, WHITE
1	AM1354	MEGASHORTSCRIPT T7 KIT 25 RXNS EACH
1	AM1908	MEGACLEAR KIT 20 RXNS EACH
2	AM9780	RNASEZAP 250 ML
1	AM9782	RNASEZAP 6 X 250 ML
2	B0002	BOLT MES SDS RUNNING BUFFR 20X 500 ML
1	B0007	BOLT LDS SAMPLE BUF (4X) 10 ML
1	B0009	BOLT SAMPLE REDUCING AGENT 10ML
2	B49	50X TAE ELECTROPHORESIS BUFFER EA
3	BT0005	BOLT ANTIOXIDANT 15 ML
6	C34571	CELLTRACE VIOLET 20 TESTS 1 KIT - 20 tests
1	C404003	TOP10 ONE SHOT KIT 20 RXN
1	C601003	#BL21 STAR DE3 COMBO 20 RXN
5	CLSE5UGDE	STD EXPR CLONE RG 5 UG SCALE EACH
1	EL0011	T4 DNA LIGASE EA
6	G501802	E-GELS 2% 18/PK
1	G521802	E-GEL 2% WITH SYBR SAFE 18 PAK
1	G8300	E-GEL POWER SNAP SYSTEM COMBO KIT

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Estimated Annual Quantity	Item Number	Description
1	K06T04L011	NOVAFLUOR B610-70S CONJ KIT EACH
1	K06T04L020	NOVAFLUOR RED 710 CONJ KIT 100UG
4	K1081	DREAMTAQ GREEN PCR MASTER MIX EA
1	K1082	DREAMTAQ GREEN PCR MASTER MIX EA
1	K210010	PURELINK QUICK MINI 50 50 REACTIONS
1	L3000015	LIPOFECTAMINE 3000, 1.5ML 1.5mL
1	L34965	LIVE/DEAD FIX AQUA - 80 1 kit
3	L34971	LIVE/DEAD FIX RED - 80 1 kit
3	L34975	LIVE/DEAD FIX NIR - 80 1 kit
1	MA528284	CD14 100 UG
1	P36930	PROLONG GOLD ANTIFADE REAGENT 10 ML
2,230	PRGS03KDE	PRIME GENE SYN SERV UP TO 3 KB EA
1	PRGSMINDE	PRIME GENE SYN SERV MIN RATE EA
1	Q32850	QUBIT DSDNA BR ASSAY KIT, 100 1 KIT
1	Q32853	QUBIT DSDNA BR ASSAY KIT, 500 1 KIT
3	Q32856	QUBIT ASSAY TUBES SET OF 500 1 SET
1	Q33266	QUBIT 1X DSDNA BR, 500 ASSAYS KIT
1	QVC0001	VIEW ISH CELL ASSAY KIT EACH
12	S33102	SYBR SAFE DNA GEL STAIN 400 UL
3	VLGS02KDE	VALUE GENE SYN SERV UP TO 3 KB BASE PAIR
1	VLGSMINDE	VALUE GENE SYN SERV MIN RATE EA
1	WP20004	NOVEX HRP CHROMO SUBSTRATE 250ML
		TOTAL