

National Microbiology Framework Agreement
Order Form
Reference C101385

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, Smith Square, London, SW1P 3JR Email: [REDACTED] |
| Contract Manager: | Name: [REDACTED] [REDACTED] |
| Secondary Contact: business operational contact/project manager | Name: [REDACTED] [REDACTED] |
| Procurement lead | Name: [REDACTED] [REDACTED] |
| Name and address for notices: | Name: [REDACTED] [REDACTED] |
| | Address: UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P |
| Internal reference (if applicable): | CRE ID 6199 |

TO:

| | |
|------------------|--|
| Supplier: | Life Technologies Limited, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF (the "Supplier") |
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| | |
|--------------------------------------|--|
| Contract Manager: | Name: [REDACTED] [REDACTED] [REDACTED] |
| Secondary Contact: | Name: [REDACTED] [REDACTED] [REDACTED] |
| Account Manager: | Name: [REDACTED] [REDACTED] [REDACTED] |
| Name and address for notices: | Name: [REDACTED] Address: Thermo Fisher Scientific, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF E-mail: [REDACTED] |

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 checked="" 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 | (only applicable if one or more boxes are checked) |
| | 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 | <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"/> |

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|--|---|-------------------------------------|--|
| | 7. Inclusion of a Change Control Process | <input type="checkbox"/> | |
| | 8. Authority step-in rights | <input type="checkbox"/> | |
| | 9. Guarantee | <input type="checkbox"/> | |
| | 10. Termination for convenience | <input checked="" 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"/> | |

| 1. CONTRACT DETAILS | |
|--|--|
| (1.1) Commencement Date: 7 September 2022 | |
| (1.2) Services Commencement Date (if applicable): | |
| 1.2.1 The service for each instrument listed at Appendix 1 (the “Assets”) shall be deemed to commence on 7 September 2022 and constitute the “Service Commencement Date”. | |
| (1.3) Contract Price ((i) breakdown and (ii) payment profile): | |
| 1.3.1 The total contract value shall be four hundred and sixty seven thousand, four hundred and thirty three pounds and fifteen pence. (£467,433.15) [Excl. VAT] (the “Total Contract Value”). This contract covers the period from 7 September 2022 to 31 March 2023. | |
| 1.3.2 The Total Contract Value is the maximum value of services which can be ordered under this Contract. | |
| 1.3.3 The address for the site to which the services will be conducted is as follows: | |
| <p>UK Health Security Agency 61 Colindale Ave London NW9 5HT</p> | |
| 1.3.4 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract. | |
| 1.3.5 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions) | |
| (1.4) Term of Contract: | |
| 1.4.1 This Contract shall be deemed to have commenced on 7 September 2022 (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31 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. | |
| (1.5) Term extension options: | |
| 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 Clause 2.1.

- 2.1.1 This contract covers the service to refurbish three ABI 3730XL genetic analysers for use as sequencing service for the Authority outlined in Appendix 2.
- 2.1.2 The Supplier shall provide the services for the equipment from the service commencement date until the end of the Term.
- 2.1.3 The Supplier shall maintain an asset register of all equipment in respect of which the Services will be provided and provide a monthly report as per Clause 2.7 of this Order Form to the Authority for all maintenance and repairs carried out. The Asset Register will be updated by mutual agreement of the Parties by the addition and removal of equipment. The Parties shall review the Asset Register for accuracy no less often than once per month.
- 2.1.4 The Supplier shall provide AB assurance service plan as detailed in Appendix 3.

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

- 2.2.1 The Supplier shall deliver the support services to the on-site listed in Appendix 2 or such other location as the Authority specifies from time to time.
- 2.2.2 The Authority may at any time move equipment between laboratory sites, remove, substitute or add equipment to the contract. The Authority will endeavour to provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days' notice.
- 2.2.3 The Authority may, at any time by giving 1 months' notice to the Supplier add or remove equipment, and add or remove locations, set out in the tables above to the scope of this contract and the charges shall change in proportion to such equipment changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced, as applicable to reflect the amended scope set out in the notice.
- 2.2.5 If any assets transfer to the NHS during the Term, the remaining maintenance period will be included in the asset transfer agreement/s. The Supplier shall enter into any novation agreement reasonably considered necessary by the Authority to effect or facilitate such asset transfer.
- 2.2.6 All planned Services delivery shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the **“Delivery Contact”**) at least 48 hours prior to attendance:
- 2.2.7 Primary delivery contact: Business Operational Contact: [REDACTED]
E-mail: [REDACTED]
- 2.2.8 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).
- 2.2.9 The Delivery Contact will confirm:

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| <ul style="list-style-type: none"> • Booking reference number; • Date and time of service (where applicable); and • Delivery address. <p>2.2.10 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.</p> |
| <p>(2.3) Key personnel of the Supplier to be involved in the Goods / Services:</p> <p>Name: [REDACTED]</p> <p>Address: Life Technologies Limited, 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p> |
| <p>(2.4) Performance standards:</p> <ul style="list-style-type: none"> • 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 & 2.5. • Proof of delivery of the Services to be supplied with each quarterly consolidated invoice. |
| <p>(2.5) Quality standards:</p> <p>The Supplier shall refurbish the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.</p> |
| <p>(2.6) Contract monitoring arrangements:</p> <p>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.</p> |
| <p>(2.7) Management information and meetings:</p> <p>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).</p> <p>2.7.2 Performance and key performance indicators to be reported by the Supplier on an annual basis include:</p> <ol style="list-style-type: none"> 1. List of current equipment (the "Asset Register"); 2. Schedule of the equipment for Planned Maintenance in the forthcoming year; 3. Schedule of the completed equipment Planned Maintenance; 4. Number of service call outs received with reference to associated equipment serial number; 5. Equipment performance reviewed including levels of equipment break down; 6. Review of response time and time to fix rate resolution 7. Details of callouts by location, including root cause analysis; and 8. Repairs carried on-site. |

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 1.3.3 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 Appendices 1, 2 and 3 hereto, 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 quarterly invoice to the Authority for all Services received and accepted by the Authority each quarter.
- 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: [REDACTED] 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: [REDACTED]

Appendix 1 – Description of equipment and pricing.

| Item No | SKU | Description | Qty | Item Price (ex Vat) | Total Price (ex Vat) |
|---------|---------------|---|-----|---------------------|----------------------|
| 1 | A45273 | 3730XL REFR REFURB,1YR EW,1PM EACH | 1 | | |
| 1.1 | A39079R | INST DNA ANA 3730XL REFRES REF EA | 1 | | |
| 1.2 | ZG11SC3730X L | AB ASSURANCE,3730XL EA | 1 | | |
| 2 | 4377117 | PWR CORD UNIV VOLTAGE C13 2.5M KIT | 1 | | |
| 3 | A42975 | CRD,PWR L6-30R TO C14,15A 250V EA | 1 | | |
| 4 | ED000650 | Power Cord-UK Each | 1 | | |
| 5 | 4387646 | SW,SEQA & VR EACH A software bundle consisting of Windows 10 and Windows 7 compatible versions of CE secondary analysis software (Sequencing Analysis Software 7, Variant Reporter 3) | 1 | | |
| 6 | 4337193 | 3730 BDT V3.1 SEQ/FRAG INSTALL KIT Includes disposables needed for installation | 1 | | |
| 7 | 4336131 | 96WELL SEPTA PLATE KIT 3730 EACH INCLUDES 96-Well Sample Plates (20 | 1 | | |

| | | | | | |
|----|---------|--|-----------------------------|---|--------------------|
| | | barcoded sample plates) 96-Well Sample Plate Septa (20 Mats) Four 96-Well Septa Sample Plate Bases Four 96-Well Septa Sample Plate Retainers | | | |
| 8 | 4339252 | 3730XL 96X50CM CAP ARRAY INSTL KIT Includes two arrays needed for installation | ■ | ■ | ■ |
| 9 | A40454 | KIT, 3730XL DATA COLL V5.0 KIT | ■ | ■ | ■ |
| 10 | A40456 | KIT, 3730XL DC USER DOCS V5.0 KIT | ■ | ■ | ■ |
| 11 | A40935 | CMPTR,XE2 2GB VC W10IOT16 RC CARTON | ■ | ■ | ■ |
| 12 | 4311320 | HI-DI FORMAMIDE BOTTLE 25 ML | ■ | ■ | ■ |
| 13 | A42918 | MON,23IN FLAT PANEL P2319H RC CARTON | ■ | ■ | ■ |
| | | | Total Excluding VAT: | | £467,433.15 |
| | | | Total: | | £467,433.15 |

Appendix 2 – Outline of work to be completed on-site for the refurbishment of three ABI 3730XL genetic analysers.

| First Day | No. | Work to be completed |
|-----------|-----|--|
| | 1 | Unit placed onto bench. wrapping removed |
| | 2 | Ancillaries installed such as pump. |
| | 3 | New PC and monitor placed onto the bench. |
| | 4 | New PC reimaged and data collection installed along with any other software that had been purchased. |
| | 5 | Array and all buffers installed. |
| | 6 | Spatial run to check array and optics. |
| | 7 | Optics checks run. |

| Second Day | No. | Work to be completed |
|------------|-----|--|
| | 1 | Spectral made up for sequencing and fragment analysis. Then run on the 3730. |
| | 2 | LRS made up and run on the 3730 to check array passes read length. |
| | 3 | Customer training and sign off. |

Appendix 3 – AB Assurance service plan.

| AB Assurance Service Plan |
|---|
| Parts, labour, and travel included - no additional costs for parts, labour, and travel associated with standard repairs |
| Priority response time for repairs |
| Annual planned maintenance —covers scheduled on-site service |
| Access to technical support (Mon–Fri, standard business hours) |
| Digital remote support and Smart Monitoring |