

Appendix 1**National Microbiology Framework Agreement
Order Form****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:	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] [REDACTED]
Secondary Contact: e.g. business operational contact, project manager	Name: [REDACTED] [REDACTED]
Procurement lead	Name: [REDACTED] [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	CRE-ID 4177

TO

Supplier:	New England Biolabs UK Limited
Contract Manager:	Name: [REDACTED] [REDACTED] [REDACTED]
Secondary Contact:	
Account Manager:	Name: [REDACTED] [REDACTED] [REDACTED]

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

Name and address for notices:	New England Biolabs UK Limited 75-77 Knowl Piece Hitchin, Hertfordshire SG4 0TY
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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:	
	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"/>
		(only applicable if one or more boxes are checked)

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	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 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 checked="" 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 type="checkbox"/> (only applicable if this box is checked)

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1. CONTRACT DETAILS**(1.1) Commencement Date:** XX January 2023**(1.2) Services Commencement Date (if applicable):** Not applicable**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1. The total contract value shall be one million, six hundred and thirteen thousand, seven hundred and seventy eight pounds and sixty pence only (£1,613,778.60 Excl. VAT) (the "Total Contract Value")

1.3.2. This comprises of the purchase of New England Biolabs (NEB) reagents for UKHSA laboratories based at Colindale, Porton Down, Birmingham and Manchester.

1.3.3 Only orders placed directly by the Authority are binding under this Contract.

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).

1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.

1.3.6 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall commence on 10 January 2023 (the "Commencement Date") and shall, subject to clause 1.5 and unless terminated earlier in accordance with its terms, include a review point at 31st March 2023 and (expire) on 29th November 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:

The term may be extended by two (2) further periods of up to 12 months

2. GOODS AND/OR SERVICES REQUIREMENTS

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(2.1) Description of the Goods and Installation:

This Contract covers for the purchase of New England Biolabs reagents.

2.1.1 The Goods shall be supplied in accordance with the following specifications (the "Specifications") as set out by the manufacturer [REDACTED]

M3010X - Single-tube supermix containing random hexamer and oligo-dT primers, dNTPs, Murine RNase Inhibitor, and Luna Reverse Transcriptase

MO494L - Q5 DNA Polymerase composed of a novel polymerase that is fused to the processivity-enhancing Sso7d DNA binding domain.

E6056L - NEBNext Quick Ligation Module that has been optimized to ligate efficiently DNA adaptors compatible with sequencing to end-repaired, dA-tailed DNA fragments

E7546L – A module that is part of the Ultra II workflow, and is optimized for use with the NEBNext Ultra II Ligation Module.

M0367L - A ready-to-use solution of T4 DNA Ligase, proprietary ligation enhancer, and optimized reaction buffer. This master mix is specifically formulated to improve ligation and transformation of both blunt-end and single-base overhang substrates.

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

The Supplier shall deliver the goods to the Laboratories as detailed below:

Colindale

UK Health Security Agency
Central Sequencing Laboratory
61 Colindale Avenue
London
NW9 5HT

Porton Down

UK Health Security Agency
Porton Down
Nr Salisbury
SP40JG

Birmingham

Pathology specimen reception (close to the Yardley Green entrance to the Hospital)
UK Health Security Agency - Science,
Birmingham lab Heartlands Hospital,
Bordesley Green
Birmingham
B9 5SS

Manchester

Virology

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3rd floor clinical sciences building,
Manchester royal infirmary,
Oxford road,
M13 9WL

2.2.2 The Supplier shall ensure that all products 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 below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance:

2.2.4 Primary delivery contacts:

Colindale

[REDACTED]

Porton Down

[REDACTED]

Birmingham

[REDACTED]

Manchester

[REDACTED]

2.2.5 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;
- Item / pallet / carton reference for multi-pallet / carton shipments; and
- Any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

- Booking reference number;
- Delivery address.

2.2.7 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 location has agreed that the delivery has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

- The Supplier shall inform the Authority of any requests, made directly to the Supplier, by the Delivery Locations, to vary the delivery and the Authority will approve or reject such requests.
- The Parties reserve the right to modify the above process, by written agreement of both Parties, as necessary during the Term of this Contract

2.2.8 The Supplier shall carry out delivery and installation within the ordinary working hours at the delivery location on the date specified.

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(2.3) Key personnel of the Supplier to be involved in the Goods:Name: [REDACTED]
[REDACTED]**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the goods conform and perform to the Specification.

2.4.2 Timely delivery of the Goods in accordance with section 2.5 [REDACTED] below.

2.4.3 Proof of delivery of the Goods to be supplied with each invoice.

(2.5) Quality standards:

2.5.1 In the event that 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 3.6 of the Call-Off Terms and Conditions.

2.5.2 The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods. The Supplier shall ensure that all Goods comply with CE IVD (or any replacement organisation) and carry the CE IVD marking.

(2.5.5) Return Conditions:

For Goods that do not meet the quality and performance standards The Return Conditions will be as follows:

2.5.5.1 The Supplier is responsible for collecting the Goods.

2.5.5.2 The Supplier is responsible for the costs of returning/collecting the Goods.

2.5.5.3 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:

The Authority Contract Manager and Supplier Contract Manager may meet quarterly and no less than bi-annually (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

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(2.7) Management information and meetings:

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') 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). The request for management information may include:

- Quality of delivery in accordance with the Contract
- Timely and accurate administration (including booking/amending delivery times and Orders and invoices, delivery advice notes and labels being in accordance with the requirements of the Contract)

The Contract Managers shall meet no less than bi-annually to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority).

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

Pricing and individual contact details.

(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

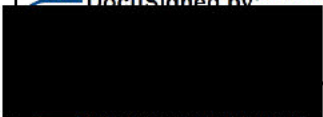







4. DATA PROCESSING (if applicable)**(4.1) Personal Data to be processed by the Supplier:**

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:**

Not applicable.

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Signature For and on behalf of the Authority		Signature For and on behalf of the Supplier	
			
			
			
		Job Title/Role: 	
Date Signed: 17/01/23		Date Signed: 17/01/2023	

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Annex A

Order Specific Key Provisions

1. Delivery and Risk:

1.1. The Supplier shall deliver the goods to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, Annex 1 and the Call-Off Terms and Conditions.

2. Invoicing Process:

2.1 Payment terms are net 30 days from receipt of a valid invoice.

2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send [REDACTED] unique purchase order ("the PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must 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 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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.

2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

Annex 1 – Goods Information and Pricing)

[REDACTED]

Product Code	Product Description	UOM (Pack Size)	UKHSA Pricing (£)
M3010X	LunaScript RT SuperMix Kit	500 Reactions	[REDACTED]
MO494L	Q5 Hot Start High-Fidelity 2X Master Mix	500 Reactions	[REDACTED]
E6056L	NEBNext Quick Ligation Module	100 Reactions	[REDACTED]
E7546L	NEBNext Ultra II End Repair/dA-Tailing Module	96 Reactions	[REDACTED]
M0367L	Blunt/TA Ligase Master Mix	250 Reactions	[REDACTED]