

**Serum Stock Reservation Agreement****BETWEEN**

The (Buyer)  
Medical Research Council  
Imperial College  
Ducane Road  
W12 0NN London, UK

**AND**

The (Supplier)  
Merck Life Science UK Limited  
The Old Brickyard  
New Road,  
SP8 4XT Dorset, UK

individually referred to as a “Party” together as the “Parties”.

**Preamble**

Whereas the Buyer wishes to reserve a stock of Products to be purchased in individual orders from Supplier during the term of this Agreement,

Whereas the Supplier is willing to reserve a stock of Products and store such products until purchased in individual orders by and shipped to supplier,

Now, therefore, the Parties enter into this Stock holding Agreement.

**Key Provisions**

- I. The term of this Stock Holding Agreement (“the Agreement”) shall commence on 13.01.2025 and shall continue for 12 months.
  1. The Supplier shall arrange for the levels of reserved stock (product) detailed in column Quantity in Appendix A to this Agreement.
  2. The Supplier shall store the Products at its own cost and title shall remain with the Supplier until it is shipped to the Buyer.
  3. The Supplier must reserve the Products (either physically or electronically) for sole use by the Buyer and must not use the reserved stock to meet other Buyer orders.

4. The Buyer may purchase and call off the Products in individual portions at any time by placing purchase orders with the Supplier. The purchase price shall be as stated in Appendix A. First order shall be performed within the first three months of the term of this Agreement.

5. All orders in as set forth herein shall be shipped to:

MRC Laboratory of London Institute of Medical Sciences  
Imperial College Faculty of Medicine  
Hammersmith Hospital Campus  
Du Cane Road  
W12 0NN London, UK  
07762764461

6. Corresponding invoices shall be sent to:

Medical Research Council  
Imperial College  
Ducane Road  
W12 0NN London, UK

- II. The Supplier shall be entitled to invoice the Buyer at the end of an additional three (3) months grace period after the term of this Agreement as defined in provision (1) for the Products that remain un-purchased at that date. The Parties during the grace period negotiate in good faith the handling of the remaining stock and whether the grace period can be extended. Supplier will take reasonable commercial efforts to accommodate Buyer requests for shipping of the remaining Stock in portions. For the avoidance of doubt all obligations to keep Products in stock will cease at the end of the term of this Agreement and not be extended into the grace period. Any and all Products remaining in the reserved stock at the end of the term of this Agreement with a shelf life lower than three months will be invoiced together with reasonable disposal fees.
- III. The Supplier must deliver Products in a fit and suitable manner to the Buyer. The Supplier must ensure Products comply with all relevant standards and published specifications that are attached to the specific code, description or name of the Product ordered.
- IV. Any variation to this Agreement (e.g., stock levels) or amendment to the prices charged for the Products or their delivery shall only be binding once it has been agreed in writing and signed by an Authorised representative of both Parties.
- V. Should there be any issues maintaining the reserved stock (be it a delay to replenishing stock levels or a quality related incident etc.), then an email must be sent to below contact as soon as Supplier becomes aware. The Buyer representatives to be contacted for any matters related to this Agreement are:

**FOIA Section 40 Personal Information**

The Supplier representatives to be contacted for any matters related to this Agreement are:

## FOIA Section 40 Personal Information

- VI. All sales of the Products by the Supplier to the Buyer pursuant to the Agreement shall be subject to the Supplier's terms and conditions of sale attached hereto as Appendix B, while the provisions in this Agreement shall take precedence over those terms and conditions of sale in case of conflict.
- VII. This Agreement will in all events and for all purposes be governed by, and construed in accordance with, the laws of England and Wales without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The Parties agree that the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Place of jurisdiction shall be the competent courts of at the registered seat of Supplier.
- VIII. Each Party will be excused from default or delay in the performance of its obligations hereunder (other than the obligation to make payments of money) if and to the extent that such default or delay is caused by an act of nature (e.g., flood, earthquake or storm), act of war, insurrection, civil commotion, riot, destruction of facilities or materials, fire, explosion, labour disturbance or strike, the laws or regulations of any government, regulatory or judicial authority, embargo, shortage of raw materials, equipment failure, failure of public utilities or common carriers, and any other causes beyond the reasonable control of the applicable Party (each, a "Force Majeure Event"). The Party affected by a Force Majeure Event (or Supplier in the case of any Force Majeure Event affecting any relevant Supplier Affiliate or subcontractor) will promptly notify the other Party, explaining the nature, details and expected duration thereof. Such Party will also notify the other Party from time to time as to when the affected Party (or relevant Supplier Affiliate or subcontractor as the case may be) reasonably expects to resume performance in whole or in part of its obligations under this Agreement, and to notify the other Party of the cessation of any such event. A Party affected by a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty will promptly recommence. If the Force Majeure Event persists for more than six (6) months, Supplier may terminate this Agreement by written notice to Buyer.
- IX. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except Supplier may make such an assignment or transfer without Buyer's consent (a) to an Affiliate of Supplier, or (b) to the successor to all or substantially all of the business or assets of Supplier to which this Agreement relates (whether by merger, sale of stock, sale of assets or other transaction). Any permitted successor or assignee of rights and/or obligations hereunder will, in a writing to the other Party, expressly assume performance of such rights and/or obligations. Any assignment or attempted assignment by either Party in violation of the terms of this Section will be null and void.



**Signed by Authorised representatives:**

For the Buyer

Signature:

FOIA Section 40 Personal Information

Date: 28/01/2025

Appendix A

Product code / SKU#	Quantity	Price
<b>FOIA Section 43 Commercial</b>		
Total value of reserve		33,000.00 (GBP/£)

## Appendix B

<https://www.sigmaaldrich.com/GB/en/life-science/legal/terms-and-conditions>