

**Appendix 1****National Microbiology Framework Agreement  
Order Form – C253597  
Oxford Nanopore Technologies****FROM**

<b>Authority:</b>	UK Health Security Agency (the “ <b>Authority</b> ”)
<b>Invoice address:</b>	UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom  Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b> eg. business operational contact, project manager	Not applicable.
<b>Procurement lead</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address: UK Health Security Agency 10 South Colonnade London E14 4PU

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

<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form:  Contract Code: C253597
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**TO**

<b>Supplier:</b>	Oxford Nanopore Technologies Plc. (the “ <b>Supplier</b> ”)  Registered Address: Gosling Building Edmund Halley Road Oxford Science Park Oxford Oxfordshire United Kingdom OX4 4DQ  Company Number: 05386273
<b>Contract Manager:</b>	Name: [REDACTED] E-mail: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Name and address for notices:</b>	Oxford Nanopore Technologies Plc. Registered Address: Gosling Building Edmund Halley Road Oxford Science Park Oxford Oxfordshire United Kingdom OX4 4DQ

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

**Applicable terms and conditions**

The following terms and conditions are applicable to the Contract for this Order:

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>												
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)												
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)												
<b>Appendix D</b>	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))												
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)												
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)												
<b>Appendix G</b>	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))												
<b>Appendix H</b>	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(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"/>													

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

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 checked="" 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 checked="" 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:**

The date this Order Form is signed by both Parties (the Authority and the Supplier).

**(1.2) Services Commencement Date (if applicable):**

The date this Order Form is signed by both Parties (the Authority and the Supplier).

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

1.3.1. The maximum value of the Services that can be ordered under this Contract shall be ninety-nine thousand, ninety pounds and zero pence only (£99,090.00) (the “**Contract Price**”).

1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.3. The Contract Price excludes VAT at the applicable rate but is inclusive of all Supplier visits, labour and spare part fees.

1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract (“**PO**”).

1.3.5. Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):

**Table 1 – Contract Price Breakdown (ex VAT)**

Lab	Equipment	Serial Numbers	Unit Price
Porton - RIPL	GridION	GXB03628	
Porton - Research	GridION	GXB03710	
Porton	GridION	GXB03141	
Porton	GridION	GXB03368*	
Porton	GridION	GXB03143	
Porton	GridION	GXB03299*	
CSL	GridION	GXB03630	
Chilton	GridION	GXB03631	
Manchester	GridION	GXB003629	
<b>Total Price (ex VAT)</b>			<b>£99,090.00</b>

\*GXB03368 and GXB03299 are currently mothballed. The equipment will be referenced within the contract, but a PO will not be issued for these two pieces of equipment unless they are brought

back into service during the lifetime of the contract.

1.3.6. POs 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 commence on the date the Order Form is signed by both Parties (the “**Commencement Date**”) and shall, unless terminated earlier in accordance with its terms, expire on 31<sup>st</sup> March 2025 (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 no less than 3 (three) months written notice.

**(1.5) Term extension options:**

1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, (the “**Extension Period**”), in accordance with Clause 15.2 of the Call Off Terms and Conditions.

1.5.2 The Authority may request a quote for the Extension Period as early as 30th November 2024.

## **2. GOODS AND/OR SERVICES REQUIREMENTS**

**(2.1) Description of the Goods / Services:**

2.1.1 The Supplier shall provide the Services stated in Table 2 – Supplier Services Information (the “**Specification of the Services**”) for the equipment listed in Table 1 of this Order Form.

**Table 2 – Supplier Services Information**

Service	Details of the Service
License and Warranty GridION (SLW12MG)	<ul style="list-style-type: none"> <li>• <b>Software updates:</b> Oxford Nanopore provides regular updates to software and firmware. Users need to keep software up to date to receive support and to have access to the latest features, basecalling algorithms, and supported chemistries.</li> <li>• <b>Hardware upgrades:</b> On release of updated hardware, users will be notified of the upgrade path options and added to a queue to receive a device update, if applicable.</li> <li>• <b>Returns and replace policy:</b> Replacement devices will be shipped within 5 business days of a fault being identified and confirmed by Oxford Nanopore as outside of expected operational parameters, which cannot be rectified remotely.</li> <li>• <b>Support:</b> Monday to Friday 9 am - 5 pm (local time). Technical queries will be responded to within 48 hours.</li> </ul>

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

2.2.1 The Supplier shall provide the Services remotely and no on-site access is needed to perform the Services under this Contract.

2.2.2 The Authority will report any technical issues to:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

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

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

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

- 2.4.1 The Supplier shall deliver the Services in accordance with Good Industry Practice.
- 2.4.2 Timely delivery of the Services.
- 2.4.3 Quality of Services - Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.
- 2.4.4 Proof of the Services having been performed in accordance with Annex A, clause 1.

**(2.5) Quality standards:**

- 2.5.1 The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(2.6) Contract monitoring arrangements:**

- 2.6.1 The Authority's Contract Manager and the Supplier's Contract Manager shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

**(2.7) Management information and meetings:**

- 2.7.1 At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.
- 2.7.2 Examples of management information that can be requested, but not limited to, are:
- a. The Performance Standards as stated in section 2.4 of this Order Form
  - b. Issues including quality and performance
  - c. Invoicing
  - d. Any other relevant business related to the scope of the Services.

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

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- c. 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 3 (three) 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:**

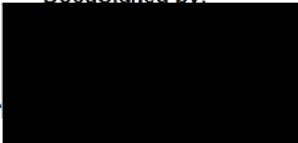


Not applicable.

**5. LEASE / LICENSE (if applicable)**

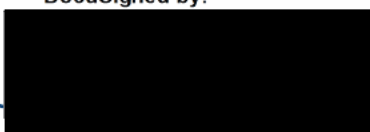


**(5.1) The Authority is granting the following lease or licence to the Supplier:**

Not applicable.

**For and on behalf of the Authority**

DocuSigned by:  
  
Full Name:   
Job Title/Role:   
Date Signed: 20 March 2024

**For and on behalf of the Supplier**

DocuSigned by:  
  
Full Name:   
Job Title/Role:   
Date Signed: 20/03/2024

## **Annex A**

### **Order Specific Key Provisions**

#### **1. Acceptance**

1.1. The following criteria for the acceptance of the Services performed by the Supplier by the Authority shall apply (**"Acceptance"**):

- a. Upon performance of the Services the Supplier shall produce and submit to the Authority a service report for signature by the Authority's authorised representative.

1.2. If Services are deemed not to be Accepted by the Authority, the Supplier shall reperform the Services at their own cost.

#### **2. Invoicing Terms**

2.1. Payment terms are net 30 (thirty) days from receipt of a compliant invoice.

2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.3. All invoices presented by the Supplier to the Authority shall be for Services performed by the Supplier and Accepted by the Authority.

2.4. All invoices must be sent for approval and shall include the proof of Acceptance to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.

2.5. All invoices must be sent quoting a valid PO number.

2.6. The Supplier shall provide compliant invoices that include, 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.

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

2.7. In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services.