

Appendix 1

FROM

Authority:	The Secretary of State for Health and Social Care acting through the UK Health Security Agency, Nobel House, Smith Square, London, SW10 3HX ("the Authority")
Invoice address:	Post: UK Health Security Agency [Redacted] Email: [Redacted]
Contract Manager:	Name: [Redacted] E-mail: [Redacted]
Secondary Contact: eg. business operational contact, project manager	Name: [Redacted] Phone: [Redacted] E-mail: [Redacted]
Procurement lead	Name: [Redacted] Phone: [Redacted] E-mail: [Redacted]
Name and address for notices (with contract name and contract ref)	Name: Procurement Department Address: [Redacted] Email: [Redacted]
Internal reference (if applicable):	C72572

TO

Supplier:	Oxford Nanopore Technologies Plc Gosling Building, Edmund Halley Road Oxford Science Park, Oxford, OX4 4DQ
Contract Manager:	Name: [Redacted] Phone: [Redacted] E-mail: [Redacted]
Secondary Contact:	Name: Phone: E-mail:
Account Manager:	Name: [Redacted] Phone: [Redacted] E-mail: [Redacted]
Name and address for notices:	Oxford Nanopore Technologies Plc Gosling Building, Edmund Halley Road Oxford Science Park, Oxford, OX4 4DQ

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 checked="" 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	<div>Further Optional Additional Call-off Terms and Conditions</div> <div>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</div> <div><div>1. TUPE applies at the commencement of the provision of Services</div><div><input type="checkbox"/></div></div>	(only applicable if one or more boxes are checked)

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 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 checked="" 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 type="checkbox"/>
<p>The additional Order Specific Key Provisions set out at Appendix 3 (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.</p>	
<p><input checked="" type="checkbox"/> (only applicable if this box is checked)</p>	

1. CONTRACT DETAILS

(1.1) Commencement Date: 25 March 2022

(1.2) Services Commencement Date (if applicable): N/A

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

1.3.1 The maximum value of the Goods that can be ordered under this Contract is fifty-five thousand, seven hundred and sixty-four pounds (£55,764) (the "Contract Price"). Full details of the Contract Price is contained in Appendix 1 of this Order Form.

1.3.2 The Contract Price excludes VAT at the applicable rate and any other taxes and is inclusive of freight and delivery charges.

Invoicing Terms

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

1.3.4 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.

1.3.5 The Supplier shall provide a consolidated monthly invoice to the Authority for all Goods delivered to and accepted by the Authority each month.

1.3.6 All invoices must 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 before being submitted for payment.

1.3.7 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.

1.3.8 The Supplier shall provide 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. Noncompliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

1.3.9 In support of Goods being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations.

1.3.10 Supplier queries regarding payment, must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

1.3.11 The Authority shall have the right to audit Supplier stock at any time on not less than 5 business days' notice. The Parties shall be responsible their own expenses or costs that occur as part of any of these audits.

(1.4) Term of Contract:

1.4.1 This Contract shall commence on 25 March 2022 ("**Commencement Date**") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 30 June 2022 (the "**Term**").

1.4.2 Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience, by giving the Supplier not less than 10 days' notice in writing.

(1.5) Term extension options: N/A

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

2.1.1 This Contract is for the purchase of [REDACTED] GridION MK1 CapEx sequencing device (the "**Goods**").

2.1.2 The Goods shall be supplied in accordance with the following specification (the "**Specification**"):

[REDACTED] GridION MK1 CapEx
Assurance
GridION MK1 Sequencing Device
Software Licence and Device Warranty – GRIDION slw12m

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

2.2.1 The Supplier shall deliver agreed quantities of the Goods to the testing sites as set out in Appendix 2 (the "**Delivery Locations**").

2.2.2 All planned deliveries shall be pre-advised by the Supplier to the Authority's primary delivery contact and the additional delivery contact stated below (individually or collectively be known as the "**Delivery Contact**") at least 48 hours prior to shipping:

2.2.3 Primary delivery contact: [REDACTED]

2.2.4 Additional deliver contact: [REDACTED]

2.2.5 Please provide the following data when notifying the Delivery Contact:

2.2.5.1 Supplier name;

2.2.5.2 Authority's Order Number;

2.2.5.3 Item reference, Supplier's part code, description and quantity;

2.2.5.4 Item / pallet / carton reference for multi-pallet / carton shipments; and

2.2.5.5 Full detailed despatch / pack list at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.6 The Delivery Contact will confirm:

2.2.6.1 Booking reference number;

2.2.6.2 Date and time of delivery slot (where applicable); and

2.2.6.3 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 signed the delivery note confirming receipt.

2.2.8 The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery utilising the delivery process set out in this Clause 2.2.

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

Name:

Phone:

E-mail:

(2.4) Performance standards and KPIs:

Contract management meeting will be set up to monitor the following and as outlined in Appendix 3:

- Delivery KPI's covering on time and in full;
- Issues;
- Invoicing; and
- Any other business.

(2.5) Quality standards:

2.5.1 The quality assurance standards set out in the Supplier's Specification set out at Clause 2.1 and this Clause 2.5 of this Order Form shall apply to the manufacture and supply of the Goods.

2.5.2 The Goods must have the ability to:

2.5.3 The GridION platform must have the capacity to undertake rapid routine sequencing for characterisation of RIPL clinical samples.

2.5.4 The Goods must provide surge capacity and resilience.

2.5.5 The Goods is required to deliver very rapid sequencing (within 48 hr of positive diagnostic result) of RIPL clinical samples.

2.5.6 The Goods will also be used in slower mode to analyse viral stocks for research projects, environmental vector samples.

2.5.7 The stated purpose of the Goods is solely for use in accordance with the Documentation for the generation of Biological Data and its subsequent analysis using kits, consumables and software made available or approved for use by ONT. Where Biological Data means any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials to be analysed using the ONT Goods and the Software, including processed nucleotide sequence data but excluding any instrument run reports, run parameters, run operating conditions, and any data generated by or available through use of Software that is not processed nucleotide sequence data.

(2.6) Contract monitoring arrangements:

The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet upon delivery of the Goods (or such other frequency as reasonably requested by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(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 to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements). The Contract Managers shall meet no less than monthly to discuss the operation of this Contract.

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)

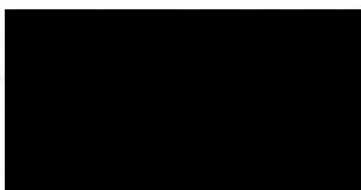
(4.1) Personal Data to be processed by the Supplier:

The Supplier shall Process Personal Data under or in connection with this Contract in accordance with the Data Protection Protocol as supplied by the Authority to the Supplier as part of this Order Form (if any)..

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier: N/A

Signature:



For and on behalf of the Authority

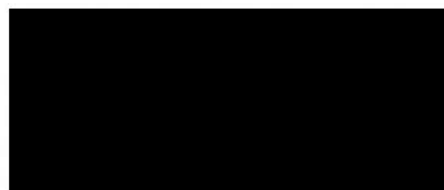
Name:



Job title: Lead Category Manager

Date: 25 March 2022

Signature:



For and on behalf of the Supplier

Name:



Job title: DIRECTOR

Date: 28 MARCH 2022

Appendix A: Amendments to Call-off Terms and Conditions

Where UK Health Security Agency acts as a Participating Authority and Oxford Nanopore Technologies Plc. acts as the Supplier, the parties agree to the following amendments to the Call-Off Terms and Conditions for the Supply of Goods and Provision of Services (Appendix A), pursuant to the National Microbiology Framework Agreement for the Supply of Goods and the Provision of Services, entered in to between the parties [dated 16th April 2021]:

I	<p>New Clause 1.10 to be inserted to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - "Operation of the Services 	<p>With respect to the provision of any Maintenance Services under this Contract, the Supplier shall be relieved from its obligations to the extent that it is prevented from complying with any such obligations due to:</p> <p>1.10.1 any acts, omissions or defaults of the Authority;</p> <p>1.10.2 the Goods having been subject to abuse, misuse, neglect, negligence, accident, improper testing, improper installation other than installation performed by Supplier's authorized personnel, improper storage, improper handling, or use contrary to any instructions issued by Supplier or have been used in any manner inconsistent with their documentation;</p> <p>1.10.3 the Goods having been repaired, altered, reused longer than their respective useful life, which useful life is stated on the Supplier's website disassembled, reassembled, or damaged as a result of modifications made to the hardware that were not either performed by the Supplier or authorized in writing in advance by the Supplier;</p> <p>1.10.4 the Goods having been damaged by environmental conditions at the Authority's premises;</p> <p>1.10.5 the Goods not having been installed, operated, repaired and maintained in accordance with their documentation (unless such installation, operation, repair or maintenance was performed by the Supplier) or the Goods having been damaged due to the operators failing to perform standard operating procedures or routine maintenance as prescribed in the applicable documentation;</p> <p>1.10.6 the Goods being moved from their original installation location except where such removal was either performed by the Supplier or authorised in writing in</p>
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		<p>advance by the Supplier;</p> <p>1.10.7 the Goods having been used with any third party software, hardware, or item (including, without limitation, reagent) which has not been previously approved in writing by the Supplier or which is not otherwise approved for use in conjunction with the Goods in accordance with the applicable documentation relating to such Goods;</p> <p>1.10.8 the Goods having been exposed to Hazard Group 3 or 4 agents (as defined by the Health and Safety Executive);</p> <p>1.10.9 the Goods having been exposed to radioactivity, which presents a risk to the health and safety of persons;</p> <p>1.10.10 the Goods having been damaged due to a Force Majeure Event.</p> <p>To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days of it becoming aware of the same) in writing, providing the appropriate evidence where available, of the occurrence of such event together with the potential impact on the Supplier's obligations.</p>
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II	<p>Clause 2.1 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - "Operation of Services" 	<p>Subject to the further provisions of this Clause 2.1, the Supplier shall deliver the Goods in accordance with any delivery timescales, delivery dates and delivery instructions (to include, without limitation, as to delivery location and delivery times) agreed by the Parties in accordance with this Clause 2.1. Together with its Order Form, the Authority shall provide its anticipated ship schedule in respect of the Goods which are the subject of the order. The Supplier shall review this ship schedule and inform the Authority as soon as reasonably practicable following receipt whether it foresees any issues in meeting the delivery dates as set out in the ship schedule. In circumstances where the Supplier does not foresee any issues then the Supplier shall keep the ship schedule under review and inform the Authority in the event planned deliveries may subsequently be delayed. In circumstances where the Supplier is unable to meet the delivery times set out in the ship schedule, the Supplier shall inform the Authority that it is unable to meet such delivery times and provide the Authority with details about when it is likely to be able to deliver such Goods. The Supplier shall use reasonable endeavours to keep any delays in delivery to a minimum. In circumstances where the Goods are required in order to help the Authority deal with an outbreak, such reasonable endeavours may include the Supplier in prioritising the delivery of consumables to the Authority over other supplies that it may be required to make to other customers.</p>
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III	<p>Clause 2.2 and 2.7 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Delivery of Goods and passing of risk and ownership in Goods” 	<p>Without prejudice to the Authority's rights under Clause 3, risk in the Goods shall pass to the Authority when the Goods are delivered as specified in this Contract.</p> <p>In the event of the Delivery Location being outside the UK, the Goods shall be deemed delivered in accordance with the Delivery at Place (DAP) Incoterms 2020.</p>
V	<p>Clause 2.8 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Delivery of Goods and passing of risk and ownership in Goods” 	<p>Except for the software installed on the Goods, ownership of the Goods shall pass to the Authority when the Goods are accepted by the Authority as specified in Clause 3.2 of this Contract.</p> <p>Notwithstanding the foregoing, the Supplier's order acceptance or tender documents agreed between the parties shall prevail in case of conflict.</p>
VI	<p>Clause 3.2 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Delivery of Goods and passing of risk and ownership in Goods” - “Operation of the Services” - “Warranties” 	<p>Without prejudice to the provisions of Clause 3.6 of this Schedule 2 of these Call-off Terms and Conditions, subject to Clause 3.7 of this Schedule 2 of these Call-off Terms and Conditions, the Authority may, prior to formal acceptance of the Goods in accordance with this Clause 3.2, reject any Goods found to be damaged or otherwise not in accordance with the requirements of this Contract (“Rejected Goods”). Goods that are consumables and/or that do not require any form of installation shall be deemed accepted by the Authority on delivery and so the Authority shall visually inspect the Goods on delivery and may reject any Goods at the time of delivery that are obviously damaged or otherwise do not comply with the delivery note. Where the Goods are consumables, the whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in all material respects to the requirements of the Contract. Where the Goods are instruments that require installation, acceptance of each individual instrument shall take place following successful installation, commissioning and testing of the Goods at such place as the Authority or a duly authorised person shall reasonably direct.</p>
VII	<p>Clause 3.3 amended to read as follows:</p> <p>Relates to:</p> <ul style="list-style-type: none"> - “Payment” 	<p>Without prejudice to the provisions of Clause 3.5 of this Schedule 2 of these Call-off Terms and Conditions, upon the rejection of any Goods in accordance with Clauses 3.2 and/or 3.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall:</p> <p>3.3.1 in respect of Rejected Goods:</p> <p>(i) where the Goods are rejected on delivery, stop making the delivery of the Rejected Goods and remove any Rejected Goods already unloaded from the relevant facility; or</p> <p>(ii) where the Goods are rejected after delivery but prior to acceptance, collect the Rejected Goods at the Supplier's risk and expense within ten (10) Business Days of issue of written notice from the Authority rejecting the Goods;</p>

VIII	<p>Clause 3.4 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - "Warranties" 	<p>Risk and title in respect of any Rejected Goods and/or Defective Goods shall pass to the Supplier at the time that such Rejected Goods and/or Defective Goods are taken back (or should have been taken back) into the possession of the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions. If Rejected Goods and/or Defective Goods are not collected by the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions, the Authority may return the Rejected Goods and/or the Defective Goods (as appropriate) at the Supplier's risk and expense and charge the Supplier for the cost of storage from the date that such Goods should have been collected by the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions.</p>
IX	<p>Clause 3.5 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - "Intellectual property and rights of use" 	<p>Where the Authority rejects any Goods prior to the acceptance of such Goods as determined by Clause 3.2 of this Schedule 2 of these Call-off Terms and Conditions and the Authority no longer requires replacement Goods, the Authority may by written notice cancel its purchase obligations in relation to such quantity of Rejected Goods. Should the Authority have paid for such Rejected Goods the Supplier shall refund such payment to the Authority within thirty (30) days of the Authority cancelling such purchase obligations and informing the Supplier that the Authority does not require replacements for such Rejected Goods. For the avoidance of doubt, the Authority can only cancel its purchase obligations in respect of Rejected Goods and not in respect of Defective Goods which shall be dealt with in accordance with Clause 3.6 of this Schedule- 2.</p>
X	<p>Clause 3.6 amended to read as follows:</p> <p>Relates to</p>	<p>Without prejudice to any other provisions of this Contract or any other warranties or guarantees applicable to the Goods supplied and subject to Clause 3.7 of this Schedule 2 of these Call-off Terms</p>

	<p>“Data Protection”</p>	<p>and Conditions, if at any time during the relevant warranty period (as defined at Clause 3.6A below), all or any part of any Goods are found to be defective or otherwise not in accordance with the requirements of this Contract (“Defective Goods”), the Supplier shall upon written request and without charge, promptly (which shall mean, subject to Clause 3.6B, within twenty (20) Business Days if reasonably practicable or such other time agreed by the Parties in writing acting reasonably if not) remedy the deficiency by repairing such Defective Goods (or, in circumstances where it is determined that repair is not possible (which shall always be the case in respect of Goods that are consumables) replacing the Defective Goods accordance with Clause 3.3 of this Contract).</p>
XI	<p>New Clause 3.6A inserted after Clause 3.6 to read as follows: Relates to <p>“Data Protection”</p> </p>	<p>The relevant warranties are as follows:</p> <p>(i) in respect of Goods that are consumables (but not custom consumables), the Supplier warrants that such consumables will conform to their Specifications until the later of (i) 3 months from the date of shipment from Supplier, or (ii) any expiration date or the end of shelf life pre-printed on such consumable by Supplier, but in either event no later than 12 months from the date of shipment;</p> <p>(ii) in respect of Goods that are custom consumables (i.e. consumables made to specifications or designs made by the Authority or provided to Supplier by, or on behalf of, the Authority), the Supplier only warrants that the custom consumables will be made and tested in accordance with Supplier's standard manufacturing and quality control processes. Supplier makes no warranty that custom consumables will work as intended by the Authority or for the Authority's intended uses; and</p> <p>(iii) in respect of Goods that are hardware, the Supplier warrants that such Goods will conform to their Specifications for a period of 12 months after acceptance of such hardware (as defined at Clause 3.2 of this Schedule 2 of these Call-off Terms and Conditions).</p>
XII	<p>New Clause 3.6B inserted after Clause 3.6A to read as follows: Relates to <p>“Data Protection”</p> </p>	<p>The Supplier shall use reasonable endeavours to repair any Defective Goods or replace such Goods that are hardware within ten (10) Business Days of it confirming that such Goods are Defective Goods in accordance with the requirements of this Contract. Where such repair is not possible within such time limits, the Supplier shall notify the Authority of the period within which the Supplier anticipates that it should be able to remedy the Defective Goods. If such time period is likely to have an impact on the Authority's business, then the Supplier and the Authority shall work together to determine any alternative arrangements that may be put in place to minimise the impact on the Authority during the repair period. Such alternative arrangements may include (i) the Supplier providing a loan Instrument to the Authority during the repair period; (ii) the Supplier agreeing to carry out the tests in-house or at a third party's premises during the repair period; and/or (iii) the Authority arranging for the tests to be carried out at alternative premises of</p>

		the Authority. In each case, these alternative arrangements shall be cost neutral to the Authority and so the Supplier shall pick up any reasonably and properly additionally incurred costs of the Authority which may arise as a result of such arrangements during the repair period.
XIII	Clause 10.1.2, 10.1.10, 10.1.12 and 10.1.13 amended to read as follows:	The Goods shall be suitable for the purpose set out in ONT's Specification, Tender Response Document.
XIV	New Clause 10.9 inserted to read as follows:	<p>Notwithstanding any of the warranties set out in the Framework Agreement ("Warranties"), the Warranties are personal to the Authority and may not be sub-licensed, assigned, sold or otherwise transferred to a third party, including to an affiliate of the Authority or to third parties to which the Authority provides services using the Goods and Software provided by ONT. All Warranties are subject to (i) clause 13; (ii) the Authority complying with the Nanopore Documentation and/or Tender Response Documents; and (iii) the Goods remaining at the delivery address set out in the Order Form. In the event of a relocation of the Goods, Goods being sold, or a non-compliance, ONT will terminate all support (both physical, remote and by way of software provisions and updates); unless (1) ONT has approved in writing such relocation, transaction or non-compliance; and (2) and until new buyer purchases a Software License & Device Warranty contract from ONT.</p> <p>Except for any Warranties that cannot be excluded by law, all warranties, condition or guarantees, implied or otherwise not stated in this clause 10 are hereby excluded.</p>
	<p>New Clause 11.2 inserted after Clause 11.1 to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> Regulatory and Rights of Use 	<p>Rights of Use: All Devices are made available with an initial year SL&DW. Additional one-year SL&DW periods may be purchased as provided on the ONT Website. Customer shall keep the Devices and Flow Cells in Customer's possession at the Delivery Location until Customer returns the Devices and Flow Cells to Oxford. Customer shall not sell, distribute or transfer the Devices or Flow Cells to any third party. Customer shall return to Oxford, using the prepaid packaging provided by Oxford, the Flow Cells as soon as reasonably possible, except that Customer shall not return Contaminated Flow Cells to Oxford, and instead shall provide Oxford proof of legal and appropriate destruction of Contaminated Flow Cells. The Goods and Software may be used only for purpose stated on the order. Use of the Goods requires internet connectivity solely to enable (i) client-initiated, outbound, encrypted in transit (HTTPS) transmission of structured run performance telemetry data and (ii) client-initiated, outbound, encrypted in transit (HTTPS) access to Oxford Group's single sign on system for Devices and Flow Cells and/or run authorization</p> <p>Regulatory: Customer acknowledges and agrees that (a) the Goods and Software have not been approved, cleared or licensed by any</p>

		<p>regulatory entity, whether foreign or domestic, for any specific intended use and are available for research use only as provided in the applicable order; (b) the Goods and Software are not for use in diagnostic, therapeutic or clinical procedures where validation or registration of the device with regulatory authorities is required; (c) the Goods and Software should be used in strict accordance with applicable instructions and Documentation and (d) Customer must ensure it has any regulatory approvals necessary for Customer's intended use of the Goods and Software. Customer will in no event use or allow use of the Goods and the Software in connection with the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical or biological weapons or other military end-use of any kind.</p> <p>Intellectual Property: The Supplier together with its affiliates or its licensors ("Oxford"), as applicable, are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Goods and Software. The Authority shall have a license to use the Goods and Software, and the Intellectual Property Rights therein, only to the extent specifically provided in this Amendment, the Supplier's order acceptance, or tender documents agreed between the parties. Each Party reserves all of its rights, including all rights that pertains to or covers aspects, features or applications of the Goods or Software and use thereof only with respect to specific features, fields or applications, which may. Include, for example, regulated or targeted uses.</p>
XVII	Clause 12.2. shall be amended to read as follows:	Except for liability under clause 12.1, liability or indemnification under the Framework Agreement shall be subject to the limitation of the liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.
XVIII	Clause 13 shall be amended to include as follows:	<p>Throughout clause 13: ONT shall be able in the first instance to replace the Goods. In the second instance for ONT and subject to clause 10.9, 12.1 and 12.2</p> <p>Clause 13.6 The Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage suffered by the other party that arises under or in connection with this Agreement.</p>

Appendix 1: Pricing Information

Version 1.0
CONFIDENTIAL

Appendix 2: Delivery Address

Delivery Address
F.A.O [REDACTED]
Shipping Address
UKHSA
[REDACTED]

Appendix 3: Order Specific Key Provisions

1. Warranty:

- a. The Supplier shall provide a 12 (twelve) month warranty which shall commence from the date of delivery.
- b. In the event that Goods are deemed to be Defective Goods by the Authority, the Authority, at its sole discretion, shall provide a written request or written notice to the Supplier.

2. Ordering Process:

- a. On execution of the Contract, the Authority shall submit to the Supplier a purchase order for the sum of (£54,764.00 Excl VAT), the amount of which shall be the maximum value of Goods which can be ordered during the Contract Period (the "**Purchase Order**"). Thereafter, the Goods shall be delivered in one drop to the Authority within four (4) weeks from receipt of a valid purchase order and no later than week ending 29 April 2022.

Appendix 3 Key Performance Indicators

Key Performance Indicator	KPI Target	KPI Measurement	Service Level and Corrective Action	Timing of Reporting of KPIs
KPI 1 Quality Assurance				
1. All Goods should be supplied in accordance with the specification in the Contract	100% compliance	Number of defective Goods received in a month as a % of the total number of Lots delivered each week	All Goods must be supplied in accordance with the Specification . Quality issues will be formally notified by the Authority for investigation . Upon the outcome of the investigation , if the findings are in favour of the Authority, FOC replacement goods must be shipped in full to the designated delivery address, within 5 working days or at other times mutually agreeable by both Parties	Monthly
KPI 2 Delivery				
1. Acknowledgement of Purchase Orders must be made within 2 working days of receipt of the PO	100% Compliance	Number of PO acknowledged within 2 days as a % of the total number	N/A	Monthly

		of PO's received		
2. All Deliveries to be made according to the timelines and delivery dates in the Contract and PO	100% Compliance	Number of on-time Deliveries made in a month as a % of the total number of scheduled Deliveries per month per the contract/PO	Deliveries to be made within contractually agreed schedules. Delivery slots should be agreed a minimum of 7 days before delivery. If the Supplier misses a delivery slot, the Supplier will bear the cost of any storage and haulage until such time that an alternative delivery slot can be arranged	Monthly
3. All deliveries should be made in full according to the agreed deliver schedule in the contract/PO	100% Compliance	Number of in full deliveries made weekly as a % of the total number of scheduled deliveries per week per the contract/PO	All part deliveries must be made up and delivered within 2 working days, having agreed an emergency slot, unless authority is given to postpone the short delivery to a future date. A minimum of 48 hours' notice to be given to the Authority for	Monthly

			any part deliveries	
4. All deliveries should be made to the agreed delivery location	100% Compliance	Number of deliveries made to the correct delivery location in a month as a % of the total number of deliveries made per month	Supplier will bear the cost of the redirecting of delivery to the correct delivery point and any implications this may have on late deliveries	Monthly
5. All deliveries will be accompanied by an Advanced Shipping Notification (ASN) presented in electronic format. The physical delivery contents should exactly match the ASN	100% Compliance	Number of deliveries with ASN in a month as a % of the total amount of deliveries in a month. The contents of physical deliveries matching to the ASN each month as a % of the total number of deliveries received each month	ASN's should be provided to the Authority no later than 72 hours prior to despatch for scheduled deliveries. ASN's should be accurate sent in an agreed electronic format (content to be provided at contract state) at or before the dispatch of the Products	Monthly
KPI 3 Contract Administration				
1. Provision of Management Information	100% Compliance	Number of reports received as a % of the total number of reports due in the contract period	Reporting on the KPI's to be received no later than 5 working days after the end of the preceding month. Requests for ad hoc	Monthly or ad hoc

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			report by the Authority to be received within 2 working days.	
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