



**UK Health
Security
Agency**

1. Contract Reference	C152779								
2. Date	This Agreement is made on the date on which this Order Form is signed by the last Party to sign.								
3. Authority	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX (the " Authority ");								
4. Supplier	10x Genomics Inc. 6230 Stoneridge Mall Road, Pleasanton, California 94588-3260, United States of America, company number 45-5614458(the " Supplier ")								
5. The Contract	<p>5.1 The Supplier shall supply the deliverables described below on the terms set out in this Order Form, Schedules and the attached contract conditions set out at Appendix 1.</p> <p>5.2 Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>5.3 In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>5.4 Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p> <p>5.5 Any purchase order issued by the Authority in respect of this Agreement does not form part of this Agreement.</p>								
6. Deliverables	Goods	<p>6.1 Delivery of the instrumentation is required before 31 March 2023.</p> <p>6.2 The Supplier shall provide a 24-month warranty including all parts and labour.</p>							
	Delivery Location for Services	See Schedule 1							
7. Specification of Services ("the Specification")	<p>7.1 The Supplier shall Deliver:</p> <table border="1" data-bbox="190 480 293 1430"> <thead> <tr> <th data-bbox="255 480 293 922">Product Code</th> <th data-bbox="255 922 293 1353">Description</th> <th data-bbox="255 1353 293 1430">Qty</th> </tr> </thead> <tbody> <tr> <td data-bbox="190 480 255 922">1000329 as per Quotation</td> <td data-bbox="190 922 255 1353">Chromium IX & Accessory Kit, 24 Mo. Warranty</td> <td data-bbox="190 1353 255 1430">1</td> </tr> </tbody> </table>			Product Code	Description	Qty	1000329 as per Quotation	Chromium IX & Accessory Kit, 24 Mo. Warranty	1
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	<table border="1" data-bbox="1720 480 1794 1430"> <tr> <td data-bbox="1720 480 1787 916">1000442 as per Quotation</td> <td data-bbox="1720 916 1787 1342">Visium CyTAssist w/ 24 mo. warranty</td> <td data-bbox="1720 1342 1787 1430">1</td> </tr> </table> <p data-bbox="1615 533 1682 1445">("the Goods") to the relevant Delivery Location in accordance with clause 6.1, on a Delivered Duty Paid ("DDP") basis.</p> <p data-bbox="1509 480 1576 1445">7.2 The Specification is set out at Schedule 2 – Statement of Requirements.</p> <p data-bbox="1404 480 1471 1445">7.3 Parts shall remain covered under the warranty period from the date of installation.</p>	1000442 as per Quotation	Visium CyTAssist w/ 24 mo. warranty	1																	
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<p data-bbox="1240 153 1270 264">8. Term</p>	<p data-bbox="1191 512 1258 1445">8.1 Start date shall be on the date of the last person to sign this Order Form</p> <p data-bbox="1099 512 1167 1417">8.2 Unless terminated earlier the Expiry Date shall be 31 March 2023</p> <p data-bbox="1099 512 1128 555">8.3</p>																				
<p data-bbox="1043 153 1072 352">Contract Price</p>	<p data-bbox="911 512 1072 1445">1.1 The Charges for the Deliverables, in accordance with the Specification as set out in Clause 6 of this Order Form shall be £119,500 (One hundred and nineteen thousand, five hundred pounds) only (the "Contract Price"). Full details of the Contract Price are as follows:</p> <table border="1" data-bbox="568 464 880 1445"> <thead> <tr> <th data-bbox="842 464 880 600">Item</th> <th data-bbox="842 600 880 831">Product Code</th> <th data-bbox="842 831 880 1126">Description</th> <th data-bbox="842 1126 880 1262">Qty</th> <th data-bbox="842 1262 880 1445">Unit Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="741 512 770 533">1</td> <td data-bbox="741 608 831 815">1000329 as per Quotation</td> <td data-bbox="741 831 831 1118">Chromium iX & Accessory Kit, 24 Mo. Warranty</td> <td data-bbox="741 1134 770 1155">1</td> <td data-bbox="741 1262 831 1445">[REDACTED]</td> </tr> <tr> <td data-bbox="640 512 669 533">2</td> <td data-bbox="640 608 730 815">1000442 as per Quotation</td> <td data-bbox="640 831 730 1118">Visium CyTAssist w/ 24 mo warranty</td> <td data-bbox="640 1134 669 1155">1</td> <td data-bbox="640 1262 730 1445">[REDACTED]</td> </tr> <tr> <td data-bbox="539 512 568 533">3</td> <td data-bbox="539 608 568 687">Delivery</td> <td data-bbox="539 831 568 1070">Delivery Charge</td> <td data-bbox="539 1134 568 1155">1</td> <td data-bbox="539 1262 629 1445">[REDACTED]</td> </tr> </tbody> </table> <p data-bbox="450 512 517 1445">1.2 For the avoidance of doubt, the Purchaser is not committed to pay the full Contract Price.</p> <p data-bbox="367 512 434 1445">1.3 The Contract Price excludes VAT at the applicable rate but is inclusive of freight and delivery in accordance with the Specification.</p>	Item	Product Code	Description	Qty	Unit Price	1	1000329 as per Quotation	Chromium iX & Accessory Kit, 24 Mo. Warranty	1	[REDACTED]	2	1000442 as per Quotation	Visium CyTAssist w/ 24 mo warranty	1	[REDACTED]	3	Delivery	Delivery Charge	1	[REDACTED]
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3	Delivery	Delivery Charge	1	[REDACTED]																	
<p data-bbox="300 201 329 368">9. Payment</p>	<p data-bbox="300 464 329 687">Invoicing Terms</p> <p data-bbox="248 464 277 1270">In accordance with clause 5 of Appendix 1 of this Order Form:</p> <p data-bbox="185 464 215 1445">9.1 Within 10 (ten) Working Days of receipt of the Supplier's</p>																				

	<p>countersigned copy of the Contract, the Authority shall send a purchase order (“PO”) to the Supplier.</p> <p>9.2 The Supplier must be in receipt of a valid Purchase Order Number before submitting an invoice.</p> <p>9.3 All invoices must be sent for approval and must include the proof of delivery to the Authority’s designated finance mailbox e-mail: [REDACTED]</p> <p>9.4 and their agreed representative before being submitted for payment.</p> <p>9.4.1 UKHSA Billing Address: Accounts Payable: UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG. UKHSA VAT No: [REDACTED]</p> <p>9.4.2 All invoices must be sent quoting a valid Purchase Order Number. The Supplier shall provide a current statement of accounts</p> <p>9.5 To avoid delay in payment the Supplier must provide a compliant invoice that includes, as a minimum, a valid Purchase Order 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.</p> <p>9.6 Payment terms are net 30 days from receipt of a compliant invoice.</p> <p>9.7 Supplier queries regarding payment must be forwarded to the Authority’s Accounts Payable section by email to: [REDACTED]</p>
<p>10. Authorised Representative(s)</p>	<p>The Authority’s Contract Manager is: [REDACTED]</p> <p>E-mail: [REDACTED]</p> <p>or, in their absence,</p> <p>Name: [REDACTED]</p> <p>E-mail: [REDACTED]</p> <p>The Supplier’s Contract Manager is: [REDACTED]</p> <p>Title: [REDACTED]</p> <p>E-mail: [REDACTED]</p>

	:
<p>11. Address for notices</p>	<p>Authority: UK Health Security Agency</p> <p>Name: [REDACTED]</p> <p>E-mail: [REDACTED]</p> <p>Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX</p> <p>Supplier: 10x Genomics Inc</p> <p>Name: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>Address: 6230 Stoneridge Mall Road, Pleasanton, California 94588-3260, United States of America, company number [REDACTED]</p>
<p>12. Procedures and Policies</p>	<p>12.1 Pricing and individual contact details shall be deemed to be 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.</p> <p>12.2 All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary delivery contact stated in Schedule 1 (known as the "Delivery Contact") at least 2 (two) Working Days prior to shipping.</p> <p>12.3 Deliveries must be made between the hours of 08:00 to 16:00 on a Working Day.</p> <p>12.4 The Authority may refuse unscheduled deliveries of Goods. In such event, the Supplier shall rearrange such delivery of Goods utilising the delivery process set out Clause 6 of this Order Form.</p> <p>12.5 The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.</p> <p>12.6 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Delivery Location has signed the delivery note confirming receipt in accordance with clause 4.2 (h) of the Conditions.</p> <p>12.7 Risk will pass to the Authority on the Goods in accordance with clause 4.2 (d) of the Conditions</p>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority
<p data-bbox="1637 140 1666 320">DocuSigned by:</p> <p data-bbox="1525 92 1637 432">[Redacted]</p> <p data-bbox="1458 105 1491 252">Full Name:</p> <p data-bbox="1397 105 1433 300">Job Title/Role:</p> <p data-bbox="1344 105 1377 544">Date Signed: March 21, 2023</p>	<p data-bbox="1637 794 1666 975">DocuSigned by:</p> <p data-bbox="1525 740 1637 1080">[Redacted]</p> <p data-bbox="1458 753 1491 900">Full Name:</p> <p data-bbox="1397 753 1433 1412">Job Title/Role: Associate Commercial Specialist</p> <p data-bbox="1344 753 1377 1125">Date Signed: 22/03/2023</p>

Schedule 1 – Delivery Location

Site	Address
Harwell Campus	<p data-bbox="1552 512 1585 912">Contact Name: [REDACTED]</p> <p data-bbox="1485 512 1518 992">Email: [REDACTED]</p> <p data-bbox="1348 512 1451 1334">Address: UKHSA, Radiation, Chemical and Environmental Hazards Directorate, Harwell Campus, Chilton, Didcot, OX11 0RQ, UK</p>

Schedule 2 – Specification of Requirements

Schedule 2 – Tender Specification

Single Cell & Spatial Transcriptomic System

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- 1. INTRODUCTION**
- 2. BACKGROUND**
- 3. CONTRACT SCOPE**
- 4. DETAILED REQUIREMENTS**
- 5. SERVICE LEVELS**
- 6. DELIVERY**
- 7. CONTRACT MANAGEMENT AND REVIEW**
- 8. SUSTAINABILITY**
- 9. PRICING AND CONTRACT PERIOD**
- 10. TERMS & CONDITIONS**

1. Introduction

The UK Health Security Agency (UKHSA) is responsible for protecting every member of every community from the impact of infectious diseases, chemical, biological, radiological and nuclear incidents and other health threats. UKHSA was formed in April 2021.

2. Background

To address on-going needs to identify environmental hazards and to prioritise specific pollutant components (e.g. combustion particulates, allergens) for particular attention, there is a need to characterise hazards using toxicological methods. Transcriptomics analysis has increased the ability to detect hazards and exposure effects in tissue samples and research models, by orders of magnitude. This increased sensitivity has been matched more recently by the ability to detect whole genome effects within single cells.

This technology is at the forefront of toxicological detection methods and represents a generational step forward in the ability to identify health impacts from ongoing and future hazard exposure threats from chemical, radiation and environmental sources. The acquisition of the asset will allow for more accurate description of pathological changes and characterisation of the mechanism of toxic injury.

3. Scope of the Contract

UKHSA is looking to purchase a new system (or systems), to enable capture of single cell sequencing including spatial assignment information within tissue and cell samples. This will increase our capacity and resilience and enable us to seek additional collaborative and funding opportunities.

4. Detailed Requirements

4.1 Spatial Single Cell Transcriptomic Analysis

The asset required describes a spatial single cell transcriptomic analysis system, which combines the ability of define histochemical hazard effects and architecture of pathology, with whole genome transcriptomic profiling.

Specifically, equipment is required for the standardised transfer of histochemical tissue mRNA to specialised slides used for spatial transcriptome profiling.

The asset also includes a requirement for a single cell profiling system with the ability to capture and detect whole genome transcriptome RNA and concurrent DNA chromosomal accessibility region profiles at a single cell level (scATAC-seq).

The system purchased must allow analysis of a minimum of 1000 cells per sample within an experiment and for whole genome single cell mRNA and single cell ATAC sequencing to be carried out alone or in combination on the same cell.

Read Depth: The capacity to generate library pools where >20,000 reads per cell can be achieved is required for mRNA profiling and gene expression.

Multiplexing options for multiple samples based on oligonucleotide barcode labelling antibodies is required.

The capture area of the slides used in the spatial assay system should be a minimum of 6.5mm² with spot size less than 55µm

The option for multi-omic analysis including immune cell profiling using antibody-barcode based detection is also desirable.

Species compatibility of reagents for mouse and humans is also required.

4.2 Software

The system must be capable of software analysis of sequencing data and its visualisation.

Software licencing must be provided for a minimum of one year with options for longer periods to be provided by the Supplier on tender including whether a worldwide, royalty-free, irrevocable, perpetual licence is available for the lifetime of the equipment. Software updates and patches are to be installed on issue.

4.3 Maintenance

The Supplier shall advise the relevant maintenance requirements and whether a maintenance contract is available or call out repairs. Maintenance costs (if applicable) will be billed as and when they occur and the Authority may choose to take out a maintenance contract or pay for repairs and call outs as and when they occur. The Supplier shall provide pricing for both options.

The Supplier shall state the typical lifetime expectancy of the machine with its tender response.

4.4 Security and safety (site visits)

Supplier staff will be required to comply with UKHSA security and safety policies and procedures when visiting the site. The Authority shall (where relevant) provide policies, site guidelines/instructions in advance of the Supplier attending the site.

The Authority reserves the right to remove immediately from the site any Supplier staff who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.

4.5 Warranty

Warranty provision must be a minimum of one year. The Supplier shall specify warranty exclusions.

4.6 Delivery:

The Supplier shall deliver, the equipment to UKHSA, Radiation, Chemical and Environmental Hazards Directorate, Harwell Campus, Chilton, Didcot, OX11 0RQ, UK.

The Supplier shall specify its installation and commissioning process and the supporting paperwork that it will supply. The Supplier and the Authority must be able to sign off the installation acceptance.

The Supplier shall deliver the equipment on a Delivered Duty Paid (DDP) basis.

Delivery of the equipment system must be before the 31st March 2023 at the latest.

4.7 Sustainability

The Supplier is to indicate typical energy consumption of the equipment as well as details relating to the recycling of parts, disposal of waste and actions the supplier has taken to minimise emissions related to the manufacturing of the equipment.

5. Service Levels and Key Performance Indicators (KPIs)

Delivery before 31 March 2022: KPI: 100% If the supplier does not deliver prior to 31 March 2022 the Authority reserves the right to cancel the contract.

Performance of Equipment: No instance of breakdown during first year: KPI: 100%

6. Sustainability

UKHSA fully supports the UK Government's commitment to sustainable procurement. Contracted Suppliers are expected to support the Authority achieve its goals to continuously improve its environmental and sustainability performance. This is to meet statutory requirements, reduce energy use and carbon dioxide emission levels and achieve effective management of water, waste and transport.

The Supplier shall detail typical running costs for the equipment in its tender response (e.g. Kw/h electricity consumption).

7. Pricing and Contract Period

Prices submitted within the tender shall be valid for a minimum of 90 days for UKHSA acceptance from date of tender submission. Upon entry into a contract with UKHSA, the pricing submitted by the successful

supplier shall be valid for the duration of the Contract Term and any potential extension options stated within the contract.

The contract period will depend on the software licence and maintenance options chosen. However the period will be for a minimum of one year.

8. Financial Standing

The Supplier and Ultimate Parent (if applicable) must be assessed as LOW risk. The Authority uses a range of indicators and analytics from Company Watch and Dunn & Bradstreet.

If the Supplier or UP are assessed as a higher risk then this may lead to exclusion unless suitable mitigations can be put in place, such mitigations to be decided at the time.

9. Terms and Conditions

Terms and conditions shall be in accordance with the UKHSA Short Form Contract.

11. Award

Please refer to the UKHSA Scoring Methodology for the detail of how the tender responses will be scored and the weighting that applies to each question.



**UK Health
Security
Agency**

Schedule 3 – Supplier Tender Response

SPECIFICATION - Single Cell & Spatial Transcriptomic System

CONTENTS

- 11. INTRODUCTION**
- 12. BACKGROUND**
- 13. CONTRACT SCOPE**
- 14. DETAILED REQUIREMENTS**
- 15. SERVICE LEVELS**
- 16. DELIVERY**
- 17. CONTRACT MANAGEMENT AND REVIEW**
- 18. SUSTAINABILITY**
- 19. PRICING AND CONTRACT PERIOD**
- 20. TERMS & CONDITIONS**

Please find supplier responses in **BOLD**

10. Introduction

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The system purchased must allow analysis of a minimum of 1000 cells per sample within an experiment and for whole genome single cell mRNA and single cell ATAC sequencing to be carried out alone or in combination on the same cell.

Read Depth: The capacity to generate library pools where >20,000 reads per cell can be achieved is required for mRNA profiling and gene expression.

Multiplexing options for multiple samples based on oligonucleotide barcode labelling antibodies is required.

The capture area of the slides used in the spatial assay system should be a minimum of 6.5mm² with spot size less than 55µm

The option for multi-omic analysis including immune cell profiling using antibody-barcode based detection is also desirable.

Species compatibility of reagents for mouse and humans is also required.

Single cell solution: Chromium iX/X System

Spatial Transcriptomics solution: Visium CytAssist

See attached User Guides and System specifications. Suggested technologies fit all required specifications.

Relevant supported applications: 3' GEX, CellPlex, 5' GEX, BEAM, ATAC, Multiome, Visium FF, Visium FFPF

Cell throughput – Chromium iX: 500-10,000 cells per sample

Cytassist: Allows accurate tissue section alignment on Visium slides

Multiplexing: Available

Spatial assay resolution: Slides with capture areas of 6.5mm² or 11mm², 55um spots

Multi-omics: ATAC and GEX in the same assay, or separately

Read depth: 20,000 reads per cell

Species Compatibility: Human, most Fresh Frozen kits are species agnostic

4.2 Software

The system must be capable of software analysis of sequencing data and its visualisation.

Software licencing must be provided for a minimum of one year with options for longer periods to be provided by the Supplier on tender including whether a worldwide, royalty-free, irrevocable, perpetual licence is available for the lifetime of the equipment. Software updates and patches are to be installed on issue.

Software is provided free of charge with no licencing required with regular updates and patches.

Software: Loupe Browser, Cell Ranger, Space Ranger

4.3 Maintenance

The Supplier shall advise the relevant maintenance requirements and whether a maintenance contract is available or call out repairs. Maintenance costs (if applicable) will be billed as and when they occur and the Authority may choose to take out a maintenance contract or pay for repairs and call outs as and when they occur. The Supplier shall provide pricing for both options.

The Supplier shall state the typical lifetime expectancy of the machine with its tender response.

Purchased instruments should be covered by an Assurance Plan after initial 12/24 months of warranty has expired. This will cover the user for free instrument replacement should the instrument malfunction, as well as free replacement of reagents lost due to instrument failure. Annual preventative maintenance is not required.

4.4 Security and safety (site visits)

Supplier staff will be required to comply with UKHSA security and safety policies and procedures when visiting the site. The Authority shall (where relevant) provide policies, site guidelines/instructions in advance of the Supplier attending the site.

The Authority reserves the right to remove immediately from the site any Supplier staff who do not conform to the reasonable instructions, policies, rules and regulations of the Authority.

Noted

4.5 Warranty

Warranty provision must be a minimum of one year. The Supplier shall specify warranty exclusions.

24 month warranty included in attached offer.

4.6 Delivery:

The Supplier shall deliver, the equipment to UKHSA, Radiation, Chemical and Environmental Hazards Directorate, Harwell Campus, Chilton, Didcot, OX11 0RQ, UK.

The Supplier shall specify its installation and commissioning process and the supporting paperwork that it will supply. The Supplier and the Authority must be able to sign off the installation acceptance.

The Supplier shall deliver the equipment on a Delivered Duty Paid (DDP) basis.

Delivery of the equipment system must be before the 31st March 2023 at the latest.

Agreed if PO received in time to allow for maximum 2 weeks shipment.

Installation is not required and can be done by user, systems are each “plug and play” with details in attached user guides.

4.7 Sustainability

The Supplier is to indicate typical energy consumption of the equipment as well as details relating to the recycling of parts, disposal of waste and actions the supplier has taken to minimise emissions related to the manufacturing of the equipment.

Sustainability details on emission and energy consumption found in instrument User Guides attached.

14. Service Levels and Key Performance Indicators (KPIs)

Delivery before 31 March 2022: KPI: 100% If the supplier does not deliver prior to 31 March 2022 the Authority reserves the right to cancel the contract.

Performance of Equipment: No instance of breakdown during first year: KPI: 100%

Noted

15. Sustainability

UKHSA fully supports the UK Government's commitment to sustainable procurement. Contracted Suppliers are expected to support the Authority achieve its goals to continuously improve its environmental and sustainability performance. This is to meet statutory requirements, reduce energy use and carbon dioxide emission levels and achieve effective management of water, waste and transport.

The Supplier shall detail typical running costs for the equipment in its tender response (e.g. Kw/h electricity consumption).

Sustainability details on emission and energy consumption found in instrument User Guides attached.

16. Pricing and Contract Period

Prices submitted within the tender shall be valid for a minimum of 90 days for UKHSA acceptance from date of tender submission. Upon entry into a contract with UKHSA, the pricing submitted by the successful supplier shall be valid for the duration of the Contract Term and any potential extension options stated within the contract.

The contract period will depend on the software licence and maintenance options chosen. However the period will be for a minimum of one year.

Noted. Pricing can be provided on an annual basis with renewal in January of each year.

17. Financial Standing

The Supplier and Ultimate Parent (if applicable) must be assessed as LOW risk. The Authority uses a range of indicators and analytics from Company Watch and Dunn & Bradstreet.

If the Supplier or UP are assessed as a higher risk then this may lead to exclusion unless suitable mitigations can be put in place, such mitigations to be decided at the time.

Low risk. Supplier is a public company listed on NASDAQ.

18. Terms and Conditions

Terms and conditions shall be in accordance with the UKHSA Short Form Contract.

Please see requested amendments attached.

11. Award

Please refer to the UKHSA Scoring Methodology for the detail of how the tender responses will be scored and the weighting that applies to each question.



CG000396_Chromiu
mX_Instrument_UserC



CG000415_Chromiu
mX-Specifications_Re



CG000542_VisiumCy
tAssist_Instrument_Us



CG000570_VisiumCy
tAssist_Specifications.

The Short-form Contract

Project version 1.0

Model version 1.0

Instrument Warranty and Assurance Plan Coverage

The 10x Warranty and/or Assurance Plan includes full coverage for parts, labor and shipping to repair or replace a faulty instrument or component for 12 months from date of delivery or start of service contract, plus replacement of any consumables lost during malfunction.

After determination of a faulty instrument by 10x Technical Support, the Customer will relinquish the faulty instrument in exchange for a replacement unit. The Customer will receive a replacement unit within five (5) business days after 10x approval for replacement and must return the faulty unit in accordance with the 10x return procedures within ten (10) business days to avoid charges. Please note that instruments used in BSL 3 and above environments are eligible only for replacement without return. 10x will communicate proper disposal instructions for such instruments.

Any repaired or replaced instruments will be warranted under the same terms as new instruments for the balance of the Warranty Period. Repairs or replacements may be completed with new, reconditioned or refurbished products, parts or subassemblies at 10x Genomics' sole discretion. All repaired, refurbished or replaced instruments will be installed by the customer. Installation procedures for the Chromium Controller are stated in the Installation Section of the Chromium Controller Specifications document (CG00020). Installation procedures for the Chromium X Series (X/iX) are stated in the Installation Section of the Chromium X Series (X/iX) User Guide (CG000396). Installation procedures for the Visium CytAssist are stated in the Installation Section of the Visium CytAssist User Guide (CG000542).

All preventative maintenance procedures for the Chromium Controller are stated in the Maintenance Section of the Chromium Controller Specifications document and are the responsibility of the Customer. All preventative maintenance procedures for the Chromium X Series (X/iX) are stated in the Maintenance Section of the Chromium X Specifications document (CG000415) and are the responsibility of the Customer. All preventative maintenance procedures for the Visium CytAssist are stated in the Maintenance Section of the CytAssist Specifications document (CG000570).



UKHSA Contact Person	[REDACTED]				
Delivery Contact and address	UK Health Security Agency (UKHSA), Radiation, Chemical and Environmental Hazards Directorate, Harwell Campus, Chilton, Didcot, OX11 0RQ, UK				
Supplier's Quotation No.					
Supplier's Name	10x Genomics, Inc				
Supplier's Address	6230 Stoneridge Mall Road, Pleasanton, 94588, California, USA				
Supplier's Email Address					
Supplier's Contact Number					
RFQ	To be completed by Supplier				
Items	Quantity	Item No.	Unit Cost (GBP £)	Total Cost GBP £ (Excl VAT)	Provide Clear Delivery Timeline
Single Cell & Spatial Transcriptomic System	<u>Quote:</u> SQ3125940V3			119,500.00	2 weeks delivery max.
Consumables	Available but not included				
Software licence option 1 - one year	Open Source	N/A	N/A	N/A	
Annual software licence - renewable year by year	N/A	N/A	N/A	N/A	
Training	Included				
Maintenance cost per annum	<u>Quote:</u> SQ3170700V1				
Maintenance cost one - five years	<u>Quote:</u> SQ3170700V1				
Maintenance cost one - ten years	<u>Quote:</u> SQ3170700V1				
Call-out cost for repairs - equipment malfunctioning and fault found	Please detail the day rate and travel and subsistence rates which are chargeable to the Authority. Are parts included in the call-out charge or are they charged separately?	N/A	N/A	N/A	
Call-out cost for repairs - no fault found	Please detail the day rate and travel and subsistence rates which are chargeable to the Authority	N/A	N/A	N/A	
Delivery/Freight Cost (Delivered Duty Paid)	Delivered Duty Paid (DDP)				
Assembly/ Installation	Please specify details of what this <u>consists</u> .				
Other cost please state					
Other cost please state					
Total Cost					



10x Genomics, Inc.
 6230 Stoneridge Mall Road
 Pleasanton, California, 94588-3260
 United States

Prepared by [Redacted]
 Email [Redacted]
 Phone [Redacted]

Quote SQ3125940V3
 Expiration Date 3/31/2023
 Quote Created Date 12/13/2022

Contact Name [Redacted]
 Email [Redacted]

Phone

Bill To Name Public Health England - Didcot, UK - Lab
 Bill To Centre for Radiation, Chemicals and
 Environmental Hazards, Didcot, OX11
 0RQ, United Kingdom

Ship To Name Public Health England - Didcot, UK - Lab
 Ship To Centre for Radiation, Chemicals and
 Environmental Hazards, Didcot, OX11 0,
 United Kingdom

Please email orders to [Redacted]

Group1						
Product Code	Product	List Price	Discount	Customer Price	QTY	Total Price
1000329	Chromium IX & Accessory Kit, 24 Mo. Warranty	[Redacted]		[Redacted]	1	[Redacted]
1000442	Visium CytAssist w/ 24 mo warranty	[Redacted]		[Redacted]	1	[Redacted]
Group1 TOTAL:						GBP 119,500.00

Net Total GBP 119,500.00

Please email orders to [Redacted]

- As applicable, shipping and handling charges apply to the order.
- Shipment date is to be determined and will be communicated at a later date.
- Payment terms are based on credit approval.
- If your company is tax exempt, please supply a tax exempt certificate. Subject to and expressly conditioned to 10x Genomics terms and conditions, unless otherwise agreed between the parties.



10x Genomics, Inc.
 6230 Stoneridge Mall Road
 Pleasanton, California, 94588-3260
 United States

Prepared by [Redacted]
 Email [Redacted]
 Phone [Redacted]

Quote SQ3170700V1
 Expiration Date 3/26/2023
 Quote Created Date 2/24/2023

Contact Name [Redacted]
 Email [Redacted]

Phone

Bill To Name Public Health England - Didcot, UK - Lab
 Bill To Centre for Radiation, Chemicals and
 Environmental Hazards, Didcot, OX11
 0RQ, United Kingdom

Ship To Name Public Health England - Didcot, UK - Lab
 Ship To Centre for Radiation, Chemicals and
 Environmental Hazards, Didcot, OX11 0,
 United Kingdom

Please email orders to [Redacted]

1 year				
Product Code	Product	Customer Price	QTY	Total Price
1000434	Visium CytAssist Assurance Plan 12 Mo.	[Redacted]	1	[Redacted]
1000333	Chromium iX/X Assurance Plan 12 Mo.	[Redacted]	1	[Redacted]
1 year TOTAL:				[Redacted]

5 years				
Product Code	Product	Customer Price	QTY	Total Price
1000333	Chromium iX/X Assurance Plan 12 Mo.	[Redacted]	[Redacted]	[Redacted]
1000434	Visium CytAssist Assurance Plan 12 Mo.	[Redacted]	[Redacted]	[Redacted]
5 years TOTAL:				[Redacted]

10 years				
Product Code	Product	Customer Price	QTY	Total Price
1000333	Chromium iX/X Assurance Plan 12 Mo.	[Redacted]	10	[Redacted]

Appendix 1 – Authority Short Form Terms & Conditions

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Central Government Body"

means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; or
- d) Executive Agency;

"Change Law"

in means any change in Law which impacts on the supply of the Deliverables (including taxation or duties of any sort affecting the Supplier) which comes into force after the start date of the Contract set out in the Order Form;

"Charges"

means the charges for the Deliverables as specified in the Order Form;

"Confidential Information"

means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

"10x Consumables" means 10x reagents, consumables, kits, and labware, or any individual components of the foregoing, intended by 10x for use with 10x Instruments;

"Contract" means the contract between (i) the Authority and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form, Schedules and Appendices;

"Controller" has the meaning given to it in the GDPR;

"Authority" ;

"Date of Delivery" means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;

"Authority Cause" any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;

"Data Protection Legislation" (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"Data Protection" an assessment by the Controller of the impact of the envisaged

Impact Assessment" processing on the protection of Personal Data;

"Data Protection Officer" has the meaning given to it in the GDPR;

"Data Subject" has the meaning given to it in the GDPR;

"Data Event" **Loss** any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

"Data Access Request" **Subject** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Deliver" means hand over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with the Order Form and the Specification. Delivered and Delivery shall be construed accordingly;

"Deliverables" means a 10x branded instrument and associated accessories;

"Diagnostic Use" means (i) any use in a product, test, service, or other activity for the diagnosis, screening, prognosis, detection, prediction, or evaluation of a disease of condition (i)

"Existing IPR"

that requires pre-market approval, notification, listing or clearance by the United States Food and Drug Administration ("FDA") or similar regulatory agency in the jurisdiction in which the product is shipped to or used, (collectively, Regulatory Approval"); or (ii) as a laboratory developed test (as defined by the FDA) or similar laboratory-specific diagnostic ("LDT");

"Documentation" means 10x's user manual, package insert, and similar technical documentation, for the Products in effect on the date that the Product ships from 10x. Documentation may be provided with the Product at the time of shipment or electronically from 10x;

"Excluded Cause" means
any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);

"Exit Day" has the meaning in the European Union (Withdrawal) Act 2018;

"Expiry Date" means the date for expiry of the Contract as set out in the Order Form;

"FOIA" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event" any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the

Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; iii) any failure of delay caused by a lack of funds; iv) any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union; and v) any event or other consequence arising as a result of or in connection with the COVID-19 pandemic except for circumstances caused by or related to the COVID-19 pandemic which are changes in applicable Law and/or governmental guidance which mean that the Deliverables cannot be provided as set out in the Contract (in all material respects) without such Laws and/or government guidance being breached, or if the Supplier can reasonably demonstrate that despite all reasonable endeavours, it is unable to secure non-COVID-19 infected personnel to provide the Deliverables due to the levels of COVID-19 infections in the population of the United Kingdom. the General Data Protection Regulation (Regulation (EU) 2016/679);

"GDPR"

"Good Industry Practice"

standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Government Data"

a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and

"Information"
which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
has the meaning given under section 84 of the FOIA;

"Information Commissioner"
the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

"Insolvency Event"
in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;

"Key Personnel"
means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;

"Law"
means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

"LED"
Law Enforcement Directive (Directive (EU) 2016/680);

"New IPR" all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;

"Order Form" means the letter from the Authority to the Supplier printed above these terms and conditions;

"Party" the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;

"Personal Data" has the meaning given to it in the GDPR;

"Personal Data Breach" has the meaning given to it in the GDPR;

"Processor" has the meaning given to it in the GDPR;

"Product" means each item, including any 10x Instrument, 10x Software and/or 10x Consumable, listed in the applicable written sales quotation issued by 10x ("Quotation") or, in the event a Quotation is not issued, listed in 10x's then-current price list applicable to Authority's jurisdiction, and identified in Authority's purchase order;

"Purchase Order Number" means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations" the Public Contracts Regulations 2015 and/or the Public

Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information" has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);

"Services" means the services to be supplied by the Supplier to the Authority under the Contract;

"10x Software" means (i) the 10x Instrument operating system software and/or firmware, including 10x Instrument control software and/or firmware, and (ii) the 10x data analysis software, including without limitation genomic assembly, phasing and structural variation calling, cell analysis and visualization functions, in each case provided by 10x to Buyer and/or made available by 10x for download, in conjunction with Buyer's purchase of a 10x Instrument, in object code or executable form only;

"Specification" means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in the Order Form;

"Staff" means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

"Staff Vetting Procedures" means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to

"Subprocessor" any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;

"Supplier Staff" all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;

"Supplier 10x" or means the person named as Supplier in the Order Form;

"Term" means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with Clause 11.2 or terminated in accordance with the terms and conditions of the Contract;

"US-EU Privacy Shield Register" a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <https://www.privacyshield.gov/list>;

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"Workers" any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (<https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees>) applies in respect of the Deliverables;

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation"; and
- 2.8 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

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- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK Institution, authority or body to which its functions were transferred.

3. How the Contract works

- 3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (as attached at Schedule 3) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its customers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) Goods are user-installed and acceptance is not required. Deliverables and Goods will be provided in accordance with Supplier's warranty detailed below.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on delivery but remains with the Supplier if the Authority notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership. The Supplier does not warrant non-infringement of third party intellectual property rights but does provide its indemnity against infringement as detailed in clause 10.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request.

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- (k) The Authority can cancel any order or part order of Goods which has not been delivered prior to shipment or in accordance with clause 11.4 (iii) below.
- (l) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its sub-suppliers.

4.3 License and warranty clauses

- (a) Subject to these terms, and to all applicable end user license agreement(s), notices, terms, conditions and/or use restrictions (i) printed on any Product packaging, label, Product user manual(s) or instructions, whether provided with the Product(s) or available for download, or insert, (ii) appearing in or included with the 10x Software or any Documentation, (iii) listed on 10x's website, or (iv) provided herein, 10x grants to Authority a non-exclusive, non-transferable, non-sublicensable license to use the Product(s) sold and/or licensed to Authority by 10x or its authorized distributor for the working life of the Product only in accordance with the applicable, then-current Documentation for the Product purchased by Authority, and no other use is authorized hereunder. No other license or authorization is granted, by implication, estoppel, or otherwise. For avoidance of doubt, no license, express or implied, is granted for Diagnostic Use.
- (b) Certain Use Restrictions. Each Product is also subject to the following terms, conditions, and restrictions, to which Authority hereby agrees: (a) each Product may only be used in accordance with the applicable Documentation; (b) 10x Consumables are licensed for **SINGLE USE ONLY** and **MAY NOT BE REUSED**, (c) licensed use of a kit Product applies to the kit Product as a whole

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and does not extend to any individual component part of such kit Product or to any substitution of a licensed kit Product component with an un-licensed component, and (d) except with the express written consent of 10x, no Diagnostic Use is permitted. Authority is not licensed or authorized to, and agrees not to: (i) use any 10x Consumable more than once, (ii) repackage, relabel, rebrand, refurbish and/or remanufacture any Product, (iii) transfer (including but not limited to resell, donate, or loan) any Product to any third party; or (iv) adapt, modify or reverse engineer any Product. Documentation is proprietary to 10x and may only be used in connection with the associated Product(s). All license restrictions specified in this clause 4 shall apply to the maximum extent permissible under applicable law. If Authority believes that it has additional rights or the right to act contrary to the express license restrictions specified herein under mandatory laws (including, without limitation, national laws implementing Directive 91/250/EEC and similar laws), Authority must provide 10x with at least thirty (30) days prior written notice and any reasonably requested information before exercising such rights, to allow 10x to offer alternatives at 10x's sole discretion.

- (c) Regulatory Compliance. Authority acknowledges that the Products do not have Regulatory Approval. Accordingly, Authority acknowledges that the Products are labeled and intended FOR RESEARCH USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Products should be used by qualified professionals in strict accordance with applicable instructions, warnings and other information in user manuals and other Documentation. Unless otherwise expressly stated by 10x in writing, no claim or representation is made or intended by 10x (i) as to any diagnostic or other clinical use of a Product; (ii) that any Product has any Regulatory Approval for use in any diagnostic or other clinical procedure, or for any other use requiring compliance with any law, regulation or governmental policy concerning medical devices, laboratory tests or the like (collectively, "Regulatory Laws"); (iii) that any Product will satisfy the requirements of the FDA or any other regulatory agency; or (iv) that any Product or its performance is suitable or has been validated for clinical or

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diagnostic use, for safety and effectiveness, for any specific use or application, or for importation into Authority's jurisdiction. Without limiting any other provision of these Terms, Authority agrees that if it elects to use a Product for a purpose that would subject Authority, its customers or any Product to the application of Regulatory Laws or any other law, regulation or governmental policy, Authority shall be solely responsible for obtaining any required Approvals and otherwise ensuring that the importation of the Products into Authority's jurisdiction and Authority's use of Products complies with all such laws, regulations and policies. The burden of proof for safe use and handling of Products sold to Authority is entirely the responsibility of Authority.

(d) Limited Warranty for Instruments. 10x warrants, only to Authority, that each 10x Instrument purchased by Authority from 10x hereunder, as delivered and under normal use will: (1) as of the date of delivery to Authority, conform in all material respects to 10x's published specifications for such Instrument in effect at the time of delivery; and (2) for a period of one (1) year from the date of delivery to Authority, be free from defects in material and workmanship under normal use and service; in either case unless the applicable Quotation or Documentation states that a different warranty or no warranty is provided by 10x. Authority's exclusive remedy, and 10x's sole liability and obligation, under this warranty is limited to replacing, repairing (including parts, labour and shipping to and from 10x or a 10x authorized service centre) or giving credit for, at 10x's sole option, any 10x Instrument for which written notice of the nonconformity is provided to 10x during such one (1) year period (or such other period as stated in the applicable Quotation or Documentation) following the date of delivery to Authority (the "Warranty Period"). Warranty repairs and/or service may, at 10x's sole option, be conducted by 10x personnel, or 10x authorized service provider, on-site at Authority's facility or at a 10x authorized service center. For any warranty service not performed at Authority's facility, Authority shall ship the 10x Instrument to a 10x designated service centre in accordance with 10x return procedures, and at 10x's expense. 10x shall perform such service and/or maintenance on the Instrument within a

commercially reasonable timescale and in accordance with the Instrument Warranty and Assurance Plan Coverage supplied as part of the tender response and return the Instrument to Authority by shipping methods chosen by 10x, and at 10x expense. Notwithstanding the foregoing, in performing any warranty service hereunder, 10x reserves the right, at its sole option, to repair or replace the Instrument or any component thereof. Without limiting the foregoing warranty, repairs and replacements may be effected prior to acceptance or during the Warranty Period with reconditioned or refurbished Products, parts or subassemblies. This limited warranty is subject to certain exceptions listed below.

- (e) Limited Warranty for Consumables. 10x warrants, only to Authority, that each 10x Consumable purchased by Authority from 10x hereunder will be free from defects in material and workmanship upon delivery to Authority, for use as set forth in the Documentation. All 10x Consumable warranty remedies are subject to the condition that warranty claims must be received by 10x in writing no later than thirty (30) days after the earlier of any shelf life date, expiration date, "use by" date, "guarantee date" or other end of recommended use date, or the date the number of uses stated on the 10x Consumable's label or in the accompanying Documentation is reached. Authority's exclusive remedy, and 10x's sole liability and obligation, under this warranty are replacing, or, at 10x's option, giving credit for, any 10x Consumable not meeting the above warranty for which written notice is provided to 10x within the applicable period. If the defect(s) in material and workmanship diminished but did not prevent performance of the 10x Consumable, any amount refunded may be apportioned according to 10x's reasonable allocation of the value of the diminished performance. The decision of whether to replace the 10x Consumable or give credit will be made by 10x in its sole discretion. Notwithstanding the foregoing, custom 10x Consumables made to specifications of Authority are sold "AS IS", without any warranty whatsoever, express or implied, except to the extent set forth in any separate express written limited warranty included in the Documentation provided with the 10x

Consumable or in the Quotation. Except as set forth above, expiration dates, shelf life, "use by," guaranty or other end of recommended use dates are included for informational purposes only and shall not be deemed as a period of warranty. This limited warranty is subject to certain exceptions listed below.

- (f) Limited Warranty for Software. 10x warrants, only to Authority, that as of the date of delivery of a 10x Instrument purchased by Authority that includes 10x Software, that for the Warranty Period, such 10x Software as provided by 10x, when properly installed and used as set forth in the applicable Documentation, will function substantially in accordance with the functions and features described in such Documentation. Authority's exclusive remedy, and 10x's sole liability and obligation, under this warranty are limited to using reasonable efforts, commensurate with the severity of the nonconformity, to correct, or, at 10x's option, giving credit for, any substantial nonconformity of the 10x Software for which written notice is provided to 10x within the Warranty Period. 10x does not warrant that use of 10x Software will be uninterrupted or error free, or that any particular 10x Software warranty nonconformity will be corrected, or a workaround provided, within any particular time frame.. This limited warranty is subject to certain exceptions listed below.

- (g) Exceptions. The foregoing warranties shall not apply to, and shall be void for, any Product that (i) was subject to improper or abnormal use or storage, abuse, neglect, negligence, accident, including without limitation failure to properly perform routine maintenance and maintain the Product site in accordance with 10x's site requirements or the use of the Product with any non-10x product (except as may be specifically recommended, with respect to standard laboratory reagents, tools and equipment ancillary to use of the Product, in the then-current Documentation for that Product); (ii) has been repaired, altered, disassembled, reassembled; or (iii) removed from Authority's facility by persons other than 10x or its designee or in accordance with 10x instructions; or (iv) has failed due to externally caused short circuits, incorrect voltages, failure or fluctuation of electrical power, lightning, static or other improper external inputs, or due to civil unrest, threat of or actual acts of terrorism or war, embargoes,

governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the reasonable control of the applicable party. For clarity, and without limitation, use of a 10x Instrument with consumables other than the 10x Consumables specified for use with that 10x Instrument, will void the warranty for that 10x Instrument. Any Authority attempt to repair or otherwise alter any Product, except as may be specifically pre-authorized by 10x in writing in each case, and except for cleaning and replenishment or replacement of specific elements, as may be provided in the applicable Documentation, shall void the warranty for that Product. Without limiting the foregoing, with regard to 10x Software, these warranties shall not apply to any failure to conform that is caused by the use or operation of the 10x Software in an environment other than that intended or recommended by 10x, or modifications to the 10x Software not made or authorized by 10x. 10x makes no standalone warranty with regard to 10x Software. These warranties are not transferable or assignable, including without limitation, in any re-sale of a 10x Instrument or third party computing system, and any such attempt to transfer or assign these warranties shall be void for any unit to which they apply. 10x neither assumes, nor authorizes any other person to assume for it, any other obligations or liabilities in connection with the sale of Products. Repair or replacement of a Product shall not extend the original warranty period for that Product. 10x's warranties do not cover de-installation, re-installation, or transportation of products.

(h) **Disclaimer; No Other Warranties.** except for 10x's indemnification obligation set forth in clause 10.5 the express warranties and the remedies set forth in this section 4 are in lieu of, and 10x hereby disclaims, all other remedies and warranties, express, statutory, implied, or otherwise, including, but not limited to, any warranties of merchantability, satisfactory quality, noninfringement or fitness for a particular purpose, or regarding results obtained through the use of any product or service (including, without limitation, any claim of inaccurate, invalid or incomplete results), in each case however arising, including without

limitation from a course of performance, dealing or usage of trade, or otherwise. In no event shall 10x be liable for costs of substitute goods or services or for any special, consequential, incidental, exemplary or indirect damages for breach of warranty. any product or service provided without a written warranty from 10x is provided "as is" without (and 10x hereby disclaims) any warranty, statutory, express, implied or otherwise.

- (i) Third Party Disclaimers. Notwithstanding any provision to the contrary herein, and unless otherwise expressly indicated in the Quotation or Documentation, none of 10x's suppliers or licensors of any Product or other item provided by 10x, or any portion thereof (under this Agreement or otherwise) (each, a "Supplier") provides any warranty whatsoever, express, implied, statutory, or otherwise to authority, including, but not limited to, any warranties of merchantability, satisfactory quality, noninfringement or fitness for a particular purpose, and all such warranties are disclaimed, except as otherwise expressly indicated in the quotation or documentation, in no event shall any supplier be liable to authority for any special, consequential, incidental, exemplary, direct, indirect or other damages arising out of or in connection with this agreement and/or sale of the products.

- (j) Providing Supplier receives a valid and agreed purchase order, including agreed contract terms, by the 24th March 2023, then Supplier agrees to try to deliver by the 31st March.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Authority for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice;

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- (b) include all costs connected with the supply of Deliverables.
- 5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.
- 6. The Authority's obligations to the Supplier**
 - 6.1 If Supplier fails to comply with the Contract as a result of a Authority Cause:
 - (a) the Authority cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

- (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) mitigated the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Authority and provide progress reports when specified in the Order Form.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) provide a deadline for completing the corrective action.

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- 7.6 If the Authority, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Authority may:
- (a) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and in accordance with any instructions issued by the Authority in the Order Form and the Staff Vetting Procedures;
 - (c) comply with all conduct requirements when on the Authority's premises.
- 8.2 Where a Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

- 8.5 The Supplier indemnifies the Authority against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Authority (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

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- 9.3 The Supplier indemnifies the Authority against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a license to use its products as detailed at clause 4.3 above.
- 10.2 Except to the extent prohibited by applicable laws, Authority hereby grants to 10x an option to negotiate at fair market value a non-exclusive, worldwide license to all Product Improvements. Authority shall promptly disclose any Product Improvements to 10x. For this purpose, "Product Improvements" means all intellectual property rights (including patent and similar rights like utility models) on inventions conceived or reduced to practice by or for Authority that arise out of the use of Products (or the adaptation, modification or reverse engineering of any Product(s), in violation of these Terms), and which relate to (a) development, design, manufacturing, layout, packaging or protocols or methods for using any Products, alone or with other Products or other devices and/or reagents; (b) interfaces between any Products and other devices, including but not limited to sequencing systems, thermal cycling systems, and robotics for use in connection with any Products. Product

Improvements shall not include data resulting from using Products (e.g., results of assays or sequencing of samples prepared using Products) or discoveries derived from such data (except to the extent covered by (a) or (b) above). For purposes of this section, the term "Authority" shall include all persons that Authority permits to use the Products, irrespective of being legal employees of Authority, and Authority shall have the necessary agreements in effect with all such users and their employers to enable Authority to comply with this section.

10.3 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.4 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables, then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as detailed below.

10.5 Indemnification of Authority. Subject to Sections 10.6 and 10.7 below, 10x agrees to defend Authority against any third party claim, proceeding or action against Authority ("Claim") to the extent the Claim alleges that any Product sold to Authority hereunder, as delivered to Authority by 10x, directly infringes any patent, copyright, or other intellectual property right. 10x will pay all damages awarded, and settlements provided that (i) the Authority provides to 10x written notice of the Claim within a reasonable timeframe of receipt by the Authority of such Claim (ii) Authority provides to 10x reasonable assistance in connection with any third party claim against 10x.

10.6 Exceptions. 10x shall have no liability or obligation pursuant to this Section 10 with respect to Claims resulting from (i) modification of the Product other than by 10x or its authorized service provider; (ii) combination of the Product with any item or method not supplied or specifically recommended in writing by 10x; (iii) use of the Product

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other than in accordance with the Documentation and this Agreement (including without limitation any Diagnostic Use or other non-research uses), (iv) Authority's actions or inactions unrelated to the use of the Products, or (v) compliance with Authority's instructions, specifications or design to the extent such instructions, specifications or design materially differ from comparable Products that 10x makes generally available to its customers (collectively, (i)-(v), "Excluded Causes").

- 10.7 Remedy. In the event there is a Claim, or 10x believes a Claim is likely, alleging intellectual property infringement with respect to any Product sold to Authority hereunder, in addition to defending Authority against such Claim as set forth herein, 10x shall be entitled, without obligation to do so, to (i) modify the Product so that it is no longer infringing, (ii) obtain a license with respect to the applicable intellectual property rights, or (iii) require the return of each such Product purchased by Authority hereunder (except for contaminated Products that, in 10x's discretion, cannot be safely returned to 10x) and in Authority's possession and control, and provide to Authority a refund of the price paid by Authority to 10x therefor, subject to reasonable deductions for damage, and depreciated on a straight line basis over four (4) years from the date of original delivery to Authority. 10x will have no liability or obligation with respect to any alleged infringement occurring after the date 10x makes any such remedy available to Authority.

- 10.8 Exclusive Obligation. Notwithstanding any other provision, the foregoing clauses 10.5-10.7 state 10x's sole liability and obligation, and Authority's exclusive remedy, arising out of any actual or alleged intellectual property infringement of any kind, or any actual or alleged breach of any representation or warranty (statutory, express or implied) regarding non-infringement, anywhere in the world. To the extent Authority's Terms (if applicable) include any terms different from, or in addition to, those set forth above regarding indemnification by 10x for intellectual property infringement claims, then such additional or different indemnity terms shall be void and of no effect. To the extent Authority's Terms (if applicable) include any terms regarding any other type of indemnification by 10x, then such other indemnity terms shall be void and of no effect.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(a) to 11.5(f) applies.

11.4 When the Authority can end the Contract

(a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (i) there's a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) Providing Supplier receives a valid and agreed purchase order, including agreed contract terms by the 24th March 2023, the Supplier agrees to deliver by the 31st March. In the event that the Supplier is not able to deliver by the 31st March 2023, for any reason, then the Authority

- shall be able to cancel the purchase order, due to its funding restrictions;
- (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
 - (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(f) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Authority's payment obligations under the terminated Contract stop immediately;
- (b) accumulated rights of the Parties are not affected;
- (c) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (d) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (e) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

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- (f) the following clauses survive the termination of the Contract: 4.2(j) (notification of safety issues or defects), 7.2 - 7.4 (records), 10 (intellectual property rights), 11 (ending the contract), 12 (how much you can be held responsible for), 14 (data protection), 15 (what you must keep confidential), 16 (when you can share information), 17 (invalid parts of the contract), 18 (no other terms apply), 19 (other people's rights in a contract), 22 (giving up contract rights), 33 (resolving disputes), 34 (which law applies), and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(c) to 11.5(f) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

- (b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

- (a) any indirect losses;
- (b) loss of profits, turnover, savings, business opportunities, loss of samples, loss of data or downtime, cost of substitute goods or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3, or 30.2.

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf and such other corporate social responsibility requirements as the Authority may notify to the Supplier from time to time;
- (b) support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

13.2 The Supplier indemnifies the Authority against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

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- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

- 14.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Authority copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

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- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Authority is at fault.
- 14.9 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Appendix 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in Appendix 1 to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Appendix 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

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14.14 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause **Error! Reference source not found.**;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

- 14.17 The Supplier must notify the Authority immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.
- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Authority in stages as details become available.
- 14.19 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Authority:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Authority their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Authority in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Authority can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.

14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

- 14.26 The Supplier:
- (a) must provide the Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
 - (e) indemnifies the Authority against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must for a period of three (3) years from the effective date of this agreement :
- (a) keep all Confidential Information it receives confidential and secure;
 - (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
 - (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full

- circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - (c) if the information was given to it by a third party without obligation of confidentiality;
 - (d) if the information was in the public domain at the time of the disclosure;
 - (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
 - (f) to its auditors or for the purposes of regulatory requirements;
 - (g) on a confidential basis, to its professional advisers on a need-to-know basis;
 - (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

- 15.4 The Authority may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
 - (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.

- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

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18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(a) to 11.5(f) applies.

21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Authority's written consent.

23.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.

23.3 When the Authority uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

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24. Changing the contract

24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Authority is not required to accept a variation request made by the Supplier.

24.2 The Supplier shall neither be relieved of its obligations to supply the Deliverables in accordance with the terms and conditions of the Contract nor be entitled to an increase in the Charges as a result of a Change in Law.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public

function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

27. Equality, diversity and human rights

- 27.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
 - (b) any other requirements and instructions which the Authority reasonably imposes related to equality Law.

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27.2 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy while at the Authority's premises, as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

29. Environment

29.1 When working on Site the Supplier must perform its obligations under the Authority's current Environmental Policy, which the Authority must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Authority's Environmental Policy.

30. Tax

30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
 - (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
 - (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
 - (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

31.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

31.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to

use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

- 33.3 Unless the Authority refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.

- 33.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 33.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

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