

**Appendix 1**

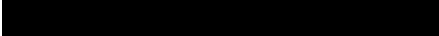
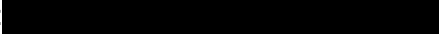
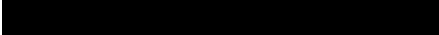
**National Microbiology Framework Agreement  
Order Form – C333536  
Oxford Nanopore Technologies PLC**

**FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, 10 South Colonnade, London, E14 5EA (the "Authority")
<b>Invoice address:</b>	<p>UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p> <p>UKHSA VAT No: GB888851648</p> <p>Email: [REDACTED]</p>
<b>Contract Manager:</b>	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
<b>Secondary Contact: e.g. business operational contact, project manager</b>	<p>Name: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
<b>Procurement lead</b>	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
<b>Name and address for notices:</b>	<p>Name: [REDACTED]</p> <p>Address: UK Health Security Agency, 10 South Colonnade, London, E14 5EA</p>
<b>Internal reference (if applicable):</b>	<b>C333536</b>

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

TO

<b>Supplier:</b>	OXFORD NANOPORE TECHNOLOGIES PLC  Company Number: 05386273  Address: Oxford Nanopore Technology plc, Gosling Building, Edmund Halley Road, Oxford Science Park, OX4 4DQ, United Kingdom
<b>Primary Contact:</b>	Name:  Phone:  E-mail: 
<b>Name and address for notices:</b>	Name: General Counsel  Address: Oxford Nanopore Technology plc, Gosling Building, Edmund Halley Road, Oxford Science Park, OX4 4DQ, United Kingdom

**Applicable terms and conditions**

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

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Appendix B</b>	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
<b>Appendix C</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix D</b>	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
<b>Appendix E</b>	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix F</b>	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
<b>Appendix G</b>	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
<b>Appendix H</b>	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:	
	1. TUPE applies at the commencement of the provision of Services	
	2. TUPE on exit	
	3. Different levels and/or types of insurance	
	4. Induction training for Services	
	5. Further Authority obligations	

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

	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	
	7. Inclusion of a Change Control Process	<input type="checkbox"/>	
	8. Authority step-in rights	<input type="checkbox"/>	
	9. Guarantee	<input type="checkbox"/>	
	10. Termination for convenience	<input type="checkbox"/>	
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>	
	12. Time of the essence (Goods)	<input type="checkbox"/>	
	13. Time of the essence (Services)	<input type="checkbox"/>	
	14. Specific time periods for inspection	<input type="checkbox"/>	
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>	
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>	
	17. Expert Determination	<input type="checkbox"/>	
	18. Consigned Goods	<input type="checkbox"/>	
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>	
	20. Management Charges and Information	<input type="checkbox"/>	
	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>	
	22. Buffer stock requirements	<input type="checkbox"/>	
	23. Modern slavery	<input checked="" type="checkbox"/>	
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.			<input checked="" type="checkbox"/> (only applicable if this box is checked)

<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date:</b> This Contract shall be deemed to have commenced on the date of counter signature of this Contract document by UKHSA
<b>(1.2) Services Commencement Date (if applicable):</b>  The warranty will last for one year from the date of installation and commissioning.
<b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b>  1.3.1. The total contract value shall be two-hundred and thirty-six thousand, three hundred and sixty-four pounds and one pence only (£236,364.01 Excl. VAT) (the "Total Contract Value") Full details of the Contract Price are contained in Annex 1 of this Order Form.  1.3.2. The Total Contract value is for the purchase of a high throughput nanopore sequencing device and additional training post installation. The training must be accepted by the Authority and signed off accordingly as completed.  1.3.3 Following execution of this Contract, the Authority shall submit to the Supplier a number of purchase orders not in excess of the Total Contract Value (the "Purchase Order").  1.3.4 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.  1.3.5 Only orders placed directly by the Authority are binding under this Contract.  1.3.6 See Annex 1 - Pricing Information for the price of the purchase.  1.3.7 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).  1.3.8 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.  1.3.9 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.
<b>(1.4) Term of Contract:</b>  This Contract shall be deemed to have commenced on date of UKHSA signature (the "Commencement Date") and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2025 (the "Term").
<b>(1.5) Term extension options:</b> Not applicable

## 2. GOODS AND/OR SERVICES REQUIREMENTS

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

This contract covers the provision of a high throughput nanopore sequencing device with training post installation and commissioning.

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

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

2.2.1 The supplier shall delivery the Goods at the below site address:

Cancer Mechanisms & Biomarkers group  
Rad Effects Dep Centre for Radiation  
Didcot, England  
OX11 0RQ

2.2.2 The Goods must be delivered to the above Premises and Location by no later than 31st March 2025.

2.2.3 All planned visits shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (individually or collectively be known as the "Delivery Contact") at least 48 hours prior to attendance.

2.2.3 Primary delivery and business operational contact:

Email: [REDACTED]

2.2.4 The Supplier shall ensure that all Goods are labelled with the PO number, product description, part number, volume, batch number, storage requirements and barcode.

2.2.5 Delivery of the Goods shall be considered to have occurred when the Secondary Contact or other authorised representative of the Authority at the Authority's Premises and Locations has signed the delivery note, as required in clause 2.3 of the Call-Off Terms and Conditions, confirming receipt stating the satisfactory delivery of the Goods and Services, has taken place

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

Name: [REDACTED]

Email: [REDACTED]

Tel. [REDACTED]

**(2.4) Performance standards:**

2.4.1 The Supplier shall ensure the Goods conform and perform to the level of the Supplier's manufactured specifications.

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

**(2.5) Quality standards:**

2.5.1 The Supplier shall supply the Goods to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(2.6) Contract monitoring arrangements:**

Not applicable as this is a one-off transactional purchase.

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

Not applicable as this is a one-off transactional purchase.

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

3.1.1 Supplier pricing.

3.1.2 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.

3.1.3 Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives.

**(3.2) Duration that the information shall be deemed Confidential Information:**

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

**4. DATA PROCESSING (if applicable)**

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

In accordance with the Data Protection Protocol.

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

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

Not applicable

**For and on behalf of the Authority**

[Redacted Signature]

Full Name:

Job Title/Role:

Date Signed:

[Redacted Signature]

**For and on behalf of the Supplier**

[Redacted Signature]

Full Name:

Job Title/Role:

Date Signed:

[Redacted Signature]



## **Annex A**

### **Order Specific Key Provisions**

#### **1. Delivery and Risk:**

- 1.1. The Supplier will ensure that the provision of the Goods is made in accordance with the terms of this Order Form including all Annexes, Appendices the Call-Off Terms and Conditions.

#### **2. Invoicing Process:**

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

- 2.2 As soon as possible after the countersignature of the Contract, the Authority will send a unique purchase order (“**PO**”) number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

- 2.3 All invoices must be sent for approval and must include the proof of delivery to the Authority’s designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) before being submitted for payment.

- 2.4 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a quarterly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.

- 2.5 To avoid delay in payment the Supplier shall provide compliant invoices that includes, as a minimum, a valid PO number, PO line-item number (if applicable), PO line description, and the details (name and telephone number) of the Authority’s authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

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

**Annex 1 – Goods/Equipment Information and Pricing****Table 1**

Item	Item Code	Exc VAT	Inc VAT
1 x License and Warranty - PromethION 24 A Series	SLW12M-P24A		
PromethION Data Acquisition Unit	PRO-PRCA100		
1 x PromethION 24 Sequencing Unit	PRO-SEQ024		
1 x PromethION Advanced Training	RSD006		
<b>TOTAL</b>			

No delivery or carriage charges to be applied.

**Warranty**

The license and warranty are valid for Twelve (12) months includes access to repairs and the following:

- **Software updates:** Regular updates to software and firmware.
- **Hardware upgrades:** Users will be notified of the upgrade path options and added to a queue to receive a device update, if applicable.
- **Support:** Monday to Friday 9 am - 5 pm (local time).