

**National Microbiology Framework Agreement  
Order Form  
Reference C397283  
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, Canary Wharf, London, E14 4PU (the <b>“Authority”</b> ).
<b>Invoice address:</b>	<b>Post:</b> UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU <b>Email:</b> [REDACTED]
<b>Contract Manager:</b>	<b>Name:</b> [REDACTED] <b>E-mail:</b> [REDACTED]
<b>Secondary Contacts: business operational contact/project manager</b>	<b>Name:</b> [REDACTED] <b>E-mail:</b> [REDACTED]  Or in their absence,  <b>Name:</b> [REDACTED] <b>E-mail:</b> [REDACTED]
<b>Procurement lead</b>	<b>Name:</b> [REDACTED] <b>E-mail:</b> [REDACTED]
<b>Name and address for notices:</b>	<b>Name:</b> [REDACTED] <b>Email:</b> [REDACTED]  <b>Address:</b> UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU
<b>Internal reference (if applicable):</b>	W196476

**TO:**

<b>Supplier:</b>	Oxford Nanopore Technologies plc., Gosling Building, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ, United Kingdom (the “ <b>Supplier</b> ”)
<b>Contract Manager:</b>	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
<b>Name and address for notices:</b>	Name: General counsel Address: Oxford Nanopore Technologies Plc., Gosling Building, Edmund Halley Road, Oxford Science Park, Oxford, United Kingdom, OX4 4DQ E-mail: [REDACTED]
<b>Orders and support</b>	Name: Customer Support Email: [REDACTED]

**Applicable terms and conditions**

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

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

	7. Inclusion of a Change Control Process	<input type="checkbox"/>	
	8. Authority step-in rights	<input type="checkbox"/>	
	9. Guarantee	<input type="checkbox"/>	
	10. Termination for convenience	<input checked="" type="checkbox"/>	
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>	
	12. Time of the essence (Goods)	<input type="checkbox"/>	
	13. Time of the essence (Services)	<input 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"/>	
	24. 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"/>	

<b>1. CONTRACT DETAILS</b>
<b>(1.1) Commencement Date:</b> As per date of UKHSA signature within this document.
<p><b>(1.2) Services Commencement Date (if applicable):</b></p> <p>The warranty period shall commence on the date of successful installation and acceptance of the equipment by the Authority and shall remain in effect for a period of one (1) year from that date, covering all parts and labour.</p> <p>The three (3)-year Standard Support under this Contract shall provide continued support and servicing of the equipment for a total period of three (3) years.</p>
<b>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</b>

- 1.3.1 The total contract value shall be two hundred five thousand, three hundred twenty pounds and zero pence (£205,320.00) (Excl. VAT) (the **“Total Contract Value”**). This contract covers the period from date of UKHSA signature to 31<sup>st</sup> March 2026.
- 1.3.2 The Total Contract Value is the maximum value of goods/services which can be ordered under this Contract.
- 1.3.3 The Authority reserves the right to increase the expenditure beyond the stated contract value (£205,320.00) excluding VAT, in accordance with its operational needs, provided such additional expenditure is within the scope of the contract and adheres to applicable procurement regulations and approval processes.
- 1.3.4 The Authority reserves the right, at its sole discretion, to amend this contract to include additional goods and/or services of a similar nature, subject to mutual agreement on the terms.
- 1.3.5 Only orders placed directly by the Authority are binding under this Contract.
- 1.3.6 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.
- 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 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

**(1.4) Term of Contract:**

- 1.4.1 This Contract shall be deemed to have commenced on the date of UKHSA signature of this document (the **“Commencement Date”**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31<sup>st</sup> March 2026 (the **“Term”**)
- 1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier not less than 30 days’ written notice.

**(1.5) Term extension options:**

N/A

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

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

The specification of the Goods and Services (the **“Specification”**) is as set out in this Clause 2.1.

2.1.1 This Contract covers the purchase of the equipment, consumables, and additional services as outlined in the below quotation ONT-084423, dated 15<sup>th</sup> October 2025.

Item No	Description	Qty	Unit price	Net price
GrdCapex	GridION 2x GridION Sequencing Device Mk1 GRD-MK1 2x Assurance - GridION ASSURANCE-G 2x GridION Standard Support (3 year) STANDARD36M-G			
P2SoloProjectSP	PromethION 2 Solo Pack 1x PromethION 2 Sequencing Unit Solo PRO-SEQ002 1x Control Expansion Kit EXP-CTL001 2x Flow Cell Wash Kit EXP-WSH004 4x PromethION Flow Cell Packs (R10.4.1) FLO-PRO114M 1x Ligation Sequencing Kit V14 SQK-LSK114 1x Native Barcoding Kit 24 V14 SQK-NBD114.24 1x Rapid Barcoding Kit 24 V14 SQK-RBK114.24 1x P2 Solo Standard Support (3 year) STANDARD36M-P2S			
P2SoloProjectSP	PromethION 2 Solo Pack 1x PromethION 2 Sequencing Unit Solo PRO-SEQ002 1x Control Expansion Kit EXP-CTL001 2x Flow Cell Wash Kit EXP-WSH004 4x PromethION Flow Cell Packs (RNA) FLO-PRO004RA 3x Direct RNA Sequencing Kit SQK-RNA004 1x P2 Solo Standard Support (3 year) STANDARD36M-P2S			
Subtotal				
Shipping - based on 2 shipment(s) to United Kingdom				
Tax @ 20%				
Total (GBP)				£246,384.00

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

2.2.1 The Supplier shall deliver the Goods to the sites listed in Appendix 1.

2.2.2 All planned deliveries of Goods and performance of the Services shall be pre-advised by the Supplier to the Authority's primary delivery contact stated below (**Delivery Contact**) at least 48 hours prior to attendance:

Primary delivery contacts:

Name: [Redacted]  
E-mail: [Redacted]  
Phone: [Redacted]

Name: [Redacted]  
E-mail: [Redacted]  
Phone: [Redacted]

2.2.3 The Supplier shall provide the following data when notifying the Delivery Contact:

- Supplier name;
- Authority's purchase order (PO) number;
- Item reference, Supplier's part code, description and quantity;
- Full-service detail at item level and any special instructions originally entered for Authority's Order (e.g. project).

2.2.4 The Delivery Contact will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address where the Goods shall be delivered.

2.2.5 Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Authority at the Authority's nominated location has agreed that the service has been carried out to the supplier's specification and has signed the delivery note to confirm acceptance.

2.2.6 The Authority may refuse unscheduled delivery of the Goods or performance of Services In such event, the Supplier shall rearrange such delivery utilising the Goods delivery process set out in this Clause 2.2.

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 10 days notice.

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

Name: [REDACTED]

E-mail: [REDACTED]

**(2.4) Performance standards:**

- The Supplier shall deliver the Goods/Services to good industry standards.
- Timely delivery of the Goods/Services.
- Quality of Goods/Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods/Services to be supplied with the invoice.

**(2.5) Quality standards:**

The quality assurance standards set out in the Supplier's Specification shall apply to the manufacture and supply of the Goods.

**(2.6) Contract monitoring arrangements:**

2.6.1 At the Authority's request, the Authority's Contract Manager and the Supplier's Contract Manager may meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

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

2.7.1 At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.

**3. CONFIDENTIAL INFORMATION (if applicable)**

**(3.1) The following information shall be deemed Confidential Information:**

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

The Supplier shall not process any personal data on behalf of the Authority in the performance of this Contract. Accordingly, the Data Protection Protocol does not apply.

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

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

N/A

**Signature for and on behalf of the Authority:**

**Signature for and on behalf of the Supplier:**



## Annex A

### Order Specific Key Provisions

#### 1. Delivery and Risk:

- 1.1. The Supplier shall deliver the Goods/Services to the locations set out in Appendix 1 of this order form.
- 1.2. The Supplier will ensure that the provisions of service support are made in accordance with the terms of this Order Form including Appendix 1 hereto, and 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 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("PO") number for each location. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Services received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall 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.
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 The Supplier shall provide compliant invoices that include 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.
- 2.7 In support of Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the services.
- 2.8 The UK Health Security Agency, 10 South Colonnade, Canary Wharf, London, E14 4PU Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to: [REDACTED]

**Appendix 1 – Location for Delivery of Goods/Services**

<b>Site</b>	<b>Point of contact</b>
<b>UK Health Security Agency</b>  UK Health Security Agency 61 Colindale Avenue London NW95EQ	[REDACTED]