

INDEPENDENT SUB-CONTRACTOR AGREEMENT

THIS INDEPENDENT SUB-CONTRACTOR AGREEMENT (the “Agreement”) dated 14 November 2022

BETWEEN:

- (1) UK Health Security Agency, an executive agency of the Department of Health and Social Care (which expression shall include its successors in title), with offices at Porton Down, Salisbury, Wiltshire SP4 0JG, UK (the “Client”)
- (2) Oxford Expression Technologies Limited, a company duly registered in England and Wales (company number 5874405) with its registered offices at James Cowper LLP, 2 Chawley Park, Cumnor Hill, Oxford, Oxfordshire, OX2 9GG (the “Sub-Contractor”); and

BACKGROUND:

- A. The Client is of the opinion that the Sub-Contractor has the necessary qualifications, experience and abilities to provide services described in Schedule 1 hereto (the “Services”) to the Client.
- B. The Sub-Contractor is agreeable to providing such Services to the Client on the terms and conditions set out in this Agreement.
- C. The Service is to be provided as part of a [REDACTED], “Advanced testing of an ELISA diagnostic test for Crimean-Congo Haemorrhagic Fever virus” to UKHSA. The Service to be provided is outlined in Schedule 1.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Sub-Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Sub-Contractor to provide the Client with the Services consisting of those described in **SCHEDULE 1**.
2. The Services may also include any other tasks which the Parties must first agree on. Thereafter, Sub-Contractor shall provide such agreed Services to the Client.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on 1st October 2022 and will remain in full force and effect until 31st March 2023 subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to 31st March 2023, that Party will be required to provide 10 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Compensation

7. Payment for the Services is outlined in SCHEDULE 2.
8. The Sub-Contractor will be responsible for all income liabilities and National Insurance or similar contributions relating to the Compensation and the Sub-Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
9. The Sub-Contractor will be solely responsible for the payment of all remuneration and benefits due to the employee of the Sub-Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
10. In the event of early termination (clause 4), the Sub-Contractor will invoice the Client for outstanding Services up to and including the month in which the Agreement is terminated and any associated and committed costs.

Confidentiality & Intellectual Property

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The Sub-Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Sub-Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive for three (3) years following termination or expiry of this Agreement.
13. Both Parties acknowledge that within the scope of the other's business practice, the other Party may possess certain inventions, processes, know-how, trade secrets, improvements,

other intellectual properties and assets, including forms, templates, analytical methods, procedures and techniques, computer technical expertise and software, independently developed that are not related to the ELISA diagnostic test, which have been developed by the Party prior to the execution of this Agreement or outside the scope of this Agreement. OET and UKHSA agree that ownership of the Background Intellectual Property shall remain with the Party that created it. Any Foreground Intellectual Property resulting from the Service will be owned by OET. [REDACTED]
[REDACTED]

Return of Property

14. Upon the expiry or termination of this Agreement, the Sub-Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Sub-Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Sub-Contractor is acting as an independent Sub-Contractor and not as an employee. The Sub-Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. CLIENT: Business Development Department, UK Health Security Agency, Porton Down, Salisbury, Wiltshire SP4 0JG
 - b. SUB-CONTRACTOR: Oxford Expression Technologies Ltd., Gipsy Lane, Oxford OX3 0BP

Indemnification

17. Subject to the limitations given in clause 19.a below, and except to the extent paid in settlement from any applicable policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

18. The Subcontractor does not exclude or limit its liability to the Client for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence; and (iii) any matter in respect of which it would be unlawful for the Subcontractor to exclude liability. To the fullest extent permitted by law, the Subcontractor shall not be liable to the Client for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or other) arising from the Client's exercise of the rights granted to it under this Sub-contract. The Subcontractor's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the total payment.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. The Subcontractor shall use reasonable endeavours to meet any performance dates specified but any such dates shall be estimates only and time for performance by the Subcontractor shall not be of the essence of this Agreement.

Assignment

21. The Sub-Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

26. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

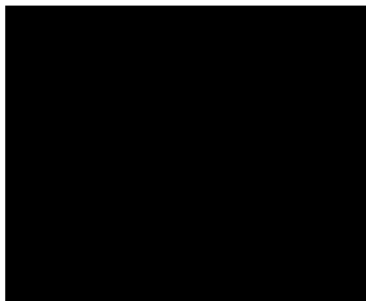
28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach or other provisions.

WHEREOF the Parties have duly affixed their signatures.

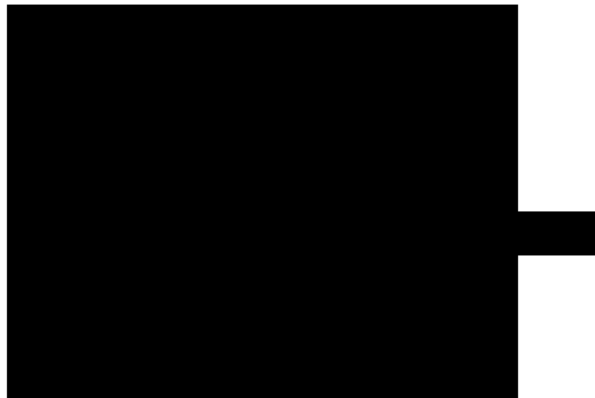
OXFORD EXPRESSION TECHNOLOGIES LTD.

UK Health Security Agency

BY:



BY:



SCHEDULE 1

[REDACTED]	
[REDACTED]	
■	[REDACTED]
	[REDACTED]
■	[REDACTED]
	[REDACTED]
■	[REDACTED]
	[REDACTED]
	[REDACTED]
■	[REDACTED]
	[REDACTED]
[REDACTED]	
[REDACTED]	

SCHEDULE 2

Payment Schedule

Payment Description	Payment Milestone	Payment Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Total Budget		£28,000.00

Invoices must be made to:

United Kingdom Health Security Agency
Financial Operations and Control
Porton Down
Salisbury
Wiltshire
SP4 0JG

Invoices should be emailed to [REDACTED]