

## Appendix 1 National Microbiology Framework Agreement Order Form

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

### FROM

<b>Authority:</b>	The Secretary of State for Health and Social Care acting as part of the Crown through <b>UK Health Security Agency</b> (the “ <b>Authority</b> ” or “ <b>UKHSA</b> ”)
<b>Invoice address:</b>	Post: [REDACTED] [REDACTED] [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: eg. business operational contact, project manager</b>	Name: [REDACTED] [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices (with contract name and contract ref’</b>	Name: [REDACTED] [REDACTED]
<b>Internal reference (if applicable):</b>	To be quoted on all correspondence relating to this Order Form: Contract Ref C58974 (Lot 2 NMF)

### TO

<b>Supplier:</b>	Illumina Cambridge Ltd, 19 Granta Park, Great Abington, Cambridge, Cambridgeshire CB21 6DF, United Kingdom
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact:</b>	Name: [REDACTED] [REDACTED]
<b>Account Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED] [REDACTED]

	Illumina Cambridge Ltd, 19 Granta Park, Great Abington, Cambridge, Cambridgeshire CB21 6DF, United Kingdom
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### **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 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:	<b>(only applicable if one or more boxes are checked)</b>

	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 checked="" type="checkbox"/>
	13. Time of the essence (Services)	<input type="checkbox"/>
	14. Specific time periods for inspection	<input type="checkbox"/>
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>
	17. Expert Determination	<input type="checkbox"/>
	18. Consigned Goods	<input type="checkbox"/>
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>
	20. Management Charges and Information	<input type="checkbox"/>
	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>
	22. Buffer stock requirements	<input type="checkbox"/>
	23. Modern slavery	<input 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.

☐ (only applicable if this box is checked)

## 1. CONTRACT DETAILS

**(1.1) Commencement Date: 17 January 2022**

**(1.2) Services Commencement Date (if applicable): NA**

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

The total Contract Price is Nine Million Eight Hundred Thousand Pounds (£9,800,000.00) exc VAT.

The payment profile is as follows:

- The price per unit of the Goods is as set out in Annex B and fixed until 31 March 2025. The price validity for each period is fixed and is as represented in the table. This price is not subject to any indexation.
- In the event that the Contract is extended:
  - (a) the pricing within the Contract for the first year of such extension is subject to [REDACTED] the pricing set out in Annex B; and
  - (b) should any further extension to the Contract occur beyond one year extension then the pricing shall again be subject to further indexation of not more [REDACTED]
- The payment will be due on presentation of the invoice, subject to acceptance as set out in the Contract.

**(1.4) Term of Contract:** From the Commencement Date until 16 January 2025.

**(1.5) Term extension options: up to 2 years**

The Contract will extend upon mutual agreement between the Authority and the Supplier. All other terms and conditions of the Contract shall apply throughout any such extended period.

## 2. GOODS AND/OR SERVICES REQUIREMENTS

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

- I. The Contract covers all Illumina OEM consumables, reagents and supporting kits, available

under the National Microbiology Framework, required to run the genomic sequencing of UKHSA laboratories across the country.

- II. The Contract also covers UKHSA global requirements for the New Variant Assessment Platform programme. The supply of Goods for global requirements, may be fulfilled by the Supplier through its affiliates, Sub-contractors, or channel partners, as applicable depending on the country for delivery of Goods.
- III. Should the Supplier's products that are the subject of this Contract be upgraded, modified or replaced with different versions or new products added onto the Framework during the Term of the Contract then, subject to agreement by the Authority these items will also become part of this Contract.
- IV. The list of the Goods and prices, at the Commencement Date is as set out in **Annex B**. The list represents the most used consumables in UKHSA. However, the list is not restricted or limited to what is mentioned in the table but will also incorporate all products as stated in **(2.1.III)** above.

#### **Ordering Process:**

- V. On execution of the Contract, the Authority shall submit an indicative forecast of consumables (Goods) for six months to one year's worth of the Authority's requirements. Individual purchase orders will be raised to order consumables as per forecast.
- VI. There is no commitment from the Authority to order specific volumes under this Contract.
- VII. For the avoidance of doubt, the Authority may place an order at any time prior to and including the date of expiry of the relevant pricing period.

#### **Delivery**

- VIII. The Supplier will endeavour to deliver each order of Goods within 2-5 Business Days from receipt of the purchase order from the Authority. The Authority will receive order confirmation emails following the processing of purchase orders, providing estimated shipping dates. The Supplier may offer an alternate timeframe for delivery where the Supplier believes a delivery timeframe of 2-5 Business Days to be unachievable. In such case the relevant account manager shall also endeavour to contact the Authority within 2 Business Days from receipt of the purchase order highlighting the delay. If the alternate timeframe and/or delay is deemed unacceptable by the Authority then, at any time prior to shipment of the order, the Authority shall be entitled to cancel the order. Alternately where it is both possible and suitable for the Authority's purposes, upon written (including by email) agreement from the Authority (acting in its sole discretion) the Supplier may exchange the original product with an alternative product.

## Social value

IX. The Supplier is currently working on changing the UKHSA packaging to a more sustainable one under this Contract. This will be implemented during course of the Contract, thus adding social value and decreasing waste. The Supplier will revert with the implementation date which will be monitored by the Authority. The Supplier also contributes to social value as part of their CSR.

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

This is a UKHSA-wide contract for the UK and Global support provided by the Authority. The specific location and delivery requirements will be stated on the purchase order.

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

[REDACTED]

### **(2.4) Performance standards:**

The Supplier must:

- meet the delivery requirements as referred to in the Contract;
- ensure the quality standards of the Goods as specified by the manufacturer are adhered to;
- ensure stock checks are conducted and delivered against the scheduled forecast;
- comply with the invoicing terms and conditions under the Contract;
- provide an overview of any innovation, product performance/enhancement, service redesign, and horizon plans; and
- highlight any input and /or issues on Contract performance.

### **(2.5) Quality standards:**

The Supplier must comply with the Goods specification. .

### **(2.6) Contract monitoring arrangements:**

The Authority's SRM will monitor the performance of the Contract and highlight any shortfalls directly with the Supplier.

Weekly meetings with the Supplier (including the key account manager) will be held to ensure that the manufacture and delivery of the Goods are in accordance with the terms of the Contract.

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

The Supplier shall provide any management information required on a monthly basis to include:

- Performance against key performance indicators (“**KPIs**”), delivery expectations, demand/call-off plan and quality;
- Stock and deliveries against Contract schedule and forecast;
- Compliance to processes: delivery schedules and invoicing;
- Overview of any innovation, product performance/enhancement, service redesign, and horizon plans;
- Supplier input/issues on Contract performance.

Quarterly review meetings will be organised between the Supplier and the Authority. Management information on the orders and projects will be discussed in these meetings as well as the KPIs.

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

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

N/A

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

N/A

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

### **(4.1) Personal Data to be processed by the Supplier: N/A**

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

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

## **6. ADDITIONAL KEY PROVISIONS (APPENDIX H)**

### **Clause 10 (Termination for Convenience)**

The Authority, in its sole discretion, may at any time terminate the Contract upon 90 days' prior notice by issuing a Termination Notice to the Supplier.

## Annex A

Where UKHSA is acting as a Participating Authority and Illumina is acting as the Supplier, the parties agree to the following amendments to the Call-Off Terms and Conditions for the Supply of Goods and Provision of Services (Appendix A), pursuant to the National Microbiology Framework Agreement for the Supply of Goods and the Provision of Services, entered in to between the parties [dated 16 April 2021]:

I	<p>New Clause 1.10 to be inserted to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>“Operation of the Services</b></li> </ul>	<p>With respect to the provision of any Maintenance Services under this Contract, the Supplier shall be relieved from its obligations to the extent that it is prevented from complying with any such obligations due to:</p> <p>1.10.1 any acts, omissions or defaults of the Authority;</p> <p>1.10.2 the Goods having been subject to abuse, misuse, neglect, negligence, accident, improper testing, improper installation other than installation performed by Supplier’s authorised personnel, improper storage, improper handling, or use contrary to any instructions issued by Supplier or have been used in any manner inconsistent with their documentation;</p> <p>1.10.3 the Goods having been repaired, altered, disassembled, reassembled, or damaged as a result of modifications made to the hardware that were not either performed by the Supplier or authorised in writing in advance by the Supplier;</p> <p>1.10.4 the Goods having been damaged by environmental conditions at the Authority’s premises;</p> <p>1.10.5 the Goods not having been installed, operated, repaired and maintained in accordance with their documentation (unless such installation, operation, repair or maintenance was performed by the Supplier) or the Goods having been damaged due to the operators failing to perform standard operating procedures or routine maintenance as prescribed in the applicable documentation;</p> <p>1.10.6 the Goods being moved from their original installation location except where such removal was either performed by the Supplier or authorised in writing in advance by the Supplier;</p> <p>1.10.7 the Goods having been used with any third party software, hardware, or item (excluding any third party library preparation kit but including, without limitation, reagent) which has not been previously approved in writing by the Supplier or which is not otherwise approved for use in conjunction with the Goods in accordance with the applicable documentation relating to such Goods;</p>
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		<p>1.10.8 the Goods having been exposed to Hazard Group 3 or 4 agents (as defined by the Health and Safety Executive);</p> <p>1.10.9 the Goods having been exposed to radioactivity, which presents a risk to the health and safety of persons;</p> <p>1.10.10 the Goods having been damaged due to a Force Majeure Event.</p> <p>To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days of it becoming aware of the same) in writing, providing the appropriate evidence where available, of the occurrence of such event together with the potential impact on the Supplier's obligations.</p>
II	<p>Clause 2.1 amended to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>"Operation of Services"</b></li> </ul>	<p>Subject to the further provisions of this Clause 2.1, the Supplier shall deliver the Goods in accordance with any delivery timescales, delivery dates and delivery instructions (to include, without limitation, as to delivery location and delivery times) agreed by the Parties in accordance with this Clause 2.1. Together with its Order Form, the Authority shall provide its anticipated ship schedule in respect of the Goods which are the subject of the order. The Supplier shall review this ship schedule and inform the Authority as soon as reasonably practicable following receipt whether it foresees any issues in meeting the delivery dates as set out in the ship schedule. In circumstances where the Supplier does not foresee any issues then the Supplier shall keep the ship schedule under review and inform the Authority in the event planned deliveries may subsequently be delayed. In circumstances where the Supplier is unable to meet the delivery times set out in the ship schedule, the Supplier shall inform the Authority that it is unable to meet such delivery times and provide the Authority with details about when it is likely to be able to deliver such Goods. The Supplier shall use reasonable endeavours to keep any delays in delivery to a minimum. In circumstances where the Goods are required in order to help the Authority deal with an outbreak, such reasonable endeavours may include the Supplier in prioritising the delivery of consumables to the Authority over other supplies that it may be required to make to other customers.</p>
III	<p>Clause 2.7 amended to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>"Delivery of Goods and passing of risk and ownership in Goods"</b></li> </ul>	<p>Without prejudice to the Authority's rights under Clause 3, risk in the Goods shall pass to the Authority when the Goods are delivered as specified in this Contract.</p>

IV	<p>Clause 2.8 amended to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>“Delivery of Goods and passing of risk and ownership in Goods”</b></li> </ul>	<p>Ownership of the Goods shall pass to the Authority when the Goods are accepted by the Authority as specified in Clause 3.2 of this Contract.</p>
V	<p>Clause 3.2 amended to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>“Delivery of Goods and passing of risk and ownership in Goods”</b></li> <li>- <b>“Operation of the Services”</b></li> <li>- <b>“Warranties”</b></li> </ul>	<p>Without prejudice to the provisions of Clause 3.6 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 3.7 of this Schedule 2 of these Call-off Terms and Conditions, the Authority may, prior to formal acceptance of the Goods in accordance with this Clause 3.2, reject any Goods found to be damaged or otherwise not in accordance with the requirements of this Contract ("<b>Rejected Goods</b>"). Goods that are consumables and/or that do not require any form of installation shall be deemed accepted by the Authority on delivery and so the Authority shall visually inspect the Goods on delivery and may reject any Goods at the time of delivery that are obviously damaged or otherwise do not comply with the delivery note. Where the Goods are consumables, the whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in all material respects to the requirements of the Contract. Where the Goods are instruments that require installation, acceptance of each individual instrument shall take place following successful installation, commissioning and testing of the Goods by the Supplier's staff, agents or carriers at such place as the Authority or a duly authorised person shall reasonably direct. Specifically, testing shall be defined as the manufacturer's own PhiX test or similar ("<b>the Test</b>") and upon successfully demonstrating to the Authority that the relevant hardware meets the manufacturer's specifications in the Test, the Authority shall confirm acceptance of the relevant hardware by signing the Authority confirmation. Notwithstanding the above, where reasonable access to the relevant site to carry out the Test is not afforded by the Authority to the Supplier, unless otherwise agreed acceptance shall be deemed to take place thirty (30) days from the date of delivery.</p>
VI	<p>Clause 3.3 amended to read as follows:</p> <p><b>Relates to:</b></p> <ul style="list-style-type: none"> <li>- <b>“Payment”</b></li> </ul>	<p>Without prejudice to the provisions of Clause 3.5 of this Schedule 2 of these Call-off Terms and Conditions, upon the rejection of any Goods in accordance with Clauses 3.2 and/or 3.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall:</p> <p>3.3.1 in respect of Rejected Goods:</p> <p>(i) where the Goods are rejected on delivery, stop making the delivery of the Rejected Goods and remove any Rejected Goods already unloaded from the relevant facility; or</p> <p>(ii) where the Goods are rejected after delivery but prior to acceptance, collect the Rejected Goods at the Supplier's risk and expense within ten (10) Business Days of issue of written notice from the Authority rejecting the Goods;</p>

		<p>3.3.2 in respect of Defective Goods that require a replacement, collect the Defective Goods at the Supplier's risk and expense within ten (10) Business Days of it being determined that such Goods are Defective Goods that require replacement;</p> <p>and, in each case and without extra charge, promptly and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) supply replacements for the Rejected Goods and/or the Defective Goods to the Authority subject to, in the case of Rejected Goods only, the Authority not cancelling its purchase obligations in accordance with Clause 3.5 of this Schedule 2 of these Call-off Terms and Conditions. If the Supplier requests and the Authority accepts that the Rejected Goods and/or the Defective Goods should be disposed of by the Authority rather than returned to the Supplier, the Authority reserves the right to charge the Supplier for the costs associated with the disposal of the Rejected Goods and/or the Defective Goods and the Supplier shall promptly pay any such costs.</p>
VII	<p>Clause 3.4 amended to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>"Warranties"</b></li> </ul>	<p>Risk and title in respect of any Rejected Goods and/or Defective Goods shall pass to the Supplier at the time that such Rejected Goods and/or Defective Goods are taken back (or should have been taken back) into the possession of the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions. If Rejected Goods and/or Defective Goods are not collected by the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions, the Authority may return the Rejected Goods and/or the Defective Goods (as appropriate) at the Supplier's risk and expense and charge the Supplier for the cost of storage from the date that such Goods should have been collected by the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions.</p>
VIII	<p>Clause 3.5 amended to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>"Intellectual property and rights of use"</b></li> </ul>	<p>Where the Authority rejects any Goods prior to the acceptance of such Goods as determined by Clause 3.2 of this Schedule 2 of these Call-off Terms and Conditions and the Authority no longer requires replacement Goods, the Authority may by written notice cancel its purchase obligations in relation to such quantity of Rejected Goods. Should the Authority have paid for such Rejected Goods the Supplier shall refund such payment to the Authority within thirty (30) days of the Authority cancelling such purchase obligations and informing the Supplier that the Authority does not require replacements for such Rejected Goods. For the avoidance of doubt, the Authority can only cancel its purchase obligations in respect of Rejected Goods and not in respect of Defective Goods which shall be dealt with in accordance with Clause 3.6 of this Schedule- 2.</p>
IX	<p>Clause 3.6 amended to read as follows:</p> <p><b>Relates to</b></p>	<p>Without prejudice to any other provisions of this Contract or any other warranties or guarantees applicable to the Goods supplied and subject to Clause 3.7 of this Schedule 2 of these Call-off</p>

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

		and/or (iii) the Authority arranging for the tests to be carried out at alternative premises of the Authority. In each case, these alternative arrangements shall be cost neutral to the Authority and so the Supplier shall pick up any reasonably and properly additionally incurred costs of the Authority which may arise as a result of such arrangements during the repair period.
XII	<p>New Clause 11.2 inserted after Clause 11.1 to read as follows:</p> <p><b>Relates to</b></p> <ul style="list-style-type: none"> <li>- <b>Regulatory and Rights of Use</b></li> </ul>	<p>Notwithstanding any other terms pre-printed on any purchase order, or any and all prior representations, proposals, understandings and all other agreements, either oral or written, express or implied, Goods purchased by the Authority ("<b>Product</b>") are subject to the following restrictions:</p> <p>11.2.1 <u>Regulatory</u>: In relation to hardware/equipment only it is acknowledged that the Product is labelled 'For Research Use Only'. The Authority specifically acknowledges that the Product has not been subject to any conformity assessment or declaration of conformity or certified, approved, cleared, or registered by any conformity assessment body or other regulatory entity or under any law or regulation whether foreign or domestic for any clinical or diagnostic purposes. The Authority further agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of Product.</p> <p>11.2.2 <u>Rights of Use upon Purchase</u>. Subject to these terms and conditions, the Authority is granted only a non-exclusive, non-transferable, personal, non-sublicensable right under Supplier's Core IP to use the Product in the facility expressly stated on any purchase order or in any delivery instructions associated with the respective purchase order ("<b>Authority's Facility</b>") and in accordance with the product's specifications and documentation available at <a href="https://www.illumina.com/products/all-products.html">https://www.illumina.com/products/all-products.html</a>. All software, whether provided separately, installed on, or embedded in a Product, is licensed to the Authority, not sold. Except as expressly stated in this Section no right or license under any intellectual property rights of Supplier or Supplier's affiliates is or are granted, expressly, by implication, or by estoppel, to the Authority, and any such rights are expressly reserved to Supplier and its affiliates. The Authority agrees that the contents of and methods of operation of the Product are proprietary to Supplier and the Product contains or embodies trade secrets of Supplier. "<b>Core IP</b>" means the intellectual property owned or controlled by Supplier and Supplier's affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use but does not include Application Specific IP. "<b>Application Specific IP</b>" means the intellectual property rights owned by or licensed by Supplier and Supplier's affiliates that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s). The Authority is solely responsible for determining whether the Authority has all intellectual property rights that are necessary for the Authority's</p>

		<p>intended uses of the Product. For the avoidance of doubt, the Supplier does, however, warrant that all diagnostics, reagents and all other consumables sold under this Contract will be supplied inclusive of all intellectual property rights required for the purpose for which they were sold.</p> <p>(i) <u>Collaboration with third parties.</u> Without prejudice to clause 11.2.2(ii), the Authority may use Products at Authority's Facility in conjunction with shared projects, or where work is undertaken in collaboration with other parties at the Authority's Facility;</p> <p>(ii) <u>Product Relocation.</u> Where the Authority intends to relocate the Products it must provide Supplier with reasonable advance notification. The Authority is aware that Supplier may charge for any or all of the following services in relation to relocation of the products: decommissioning/de-installation; transportation to the new facility; and installation and the associated labour costs for the engineer(s). Where the Authority opts to facilitate all or any part of this process independently, or through another contractor, or otherwise without the express written permission of Supplier, any applicable warranty, guarantee or service/maintenance contract may be invalidated and or rendered null and void. In such circumstances Supplier offers to continue/recommence support/maintenance on condition that a health check is first carried out by Supplier's engineer(s). At Supplier's sole discretion, Supplier reserves the right to charge a fee for such a health check, with such a fee being quoted for before work is commenced.</p> <p>(iii) <u>Resale of Equipment.</u> Without prejudice to 11.2.2(ii) and subject to any fees due thereunder, where the Authority sells or otherwise transfers ownership of the Product(s) to a third party ("<b>New Buyer</b>"), Supplier will terminate all support (both physical, remote and by way of software updates) for the respective Product(s) unless and until New Buyer purchases a service/maintenance contract specific to New Buyer and, where applicable and In accordance with 11.2.2(ii), a health check.</p>
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## Annex B

Product Code	Product Description
20043131	NovaSeq XP 4-Lane Kit v1.5
20043130	NovaSeq XP 2-Lane Kit v1.5
20028312	NovaSeq 6000 S4 Reagent Kit v1.5 (300 cycles)
20028313	NovaSeq 6000 S4 Reagent Kit v1.5 (200 cycles)
20028314	NovaSeq 6000 S2 Reagent Kit v1.5 (300 cycles)
20028315	NovaSeq 6000 S2 Reagent Kit v1.5 (200 cycles)
20028316	NovaSeq 6000 S2 Reagent Kit v1.5 (100 cycles)
20028317	NovaSeq 6000 S1 Reagent Kit v1.5 (300 cycles)
20028318	NovaSeq 6000 S1 Reagent Kit v1.5 (200 cycles)
20028319	NovaSeq 6000 S1 Reagent Kit v1.5 (100 cycles)
20028402	NovaSeq 6000 SP Reagent Kit v1.5 (500 cycles)
20028400	NovaSeq 6000 SP Reagent Kit v1.5 (300 cycles)
20040719	NovaSeq 6000 SP Reagent Kit v1.5 (200 cycles)
20028401	NovaSeq 6000 SP Reagent Kit v1.5 (100 cycles)
20021663	NovaSeq Xp Flow Cell Dock
20021666	NovaSeq™ Xp 2-Lane Manifold Pack
20021667	NovaSeq™ Xp 4-Lane Manifold Pack
20040561	NextSeq 2000 P3 Reagents (300 Cycles)
20040560	NextSeq 2000 P3 Reagents (200 Cycles)
20040559	NextSeq 2000 P3 Reagents (100 Cycles)
20046810	NextSeq 2000 P3 Reagents (50 Cycles)
20046811	NextSeq 1000/2000 P2 Reagents (100 Cycles) v3
20046812	NextSeq 1000/2000 P2 Reagents (200 Cycles) v3
20046813	NextSeq 1000/2000 P2 Reagents (300 Cycles) v3
20024908	NextSeq 500/550 High Output Kit v2.5 (300 Cycles)
20024907	NextSeq 500/550 High Output Kit v2.5 (150 Cycles)
20024906	NextSeq 500/550 High Output Kit v2.5 (75 Cycles)
20024905	NextSeq 500/550 Mid Output Kit v2.5 (300 Cycles)
20024904	NextSeq 500/550 Mid Output Kit v2.5 (150 Cycles)
MS-102-2001	MiSeq Reagent Kit v2 (50-cycles)
MS-102-2002	MiSeq Reagent Kit v2 (300-cycles)
MS-102-2003	MiSeq Reagent Kit v2 (500-cycles)
MS-102-2021	20-pack MiSeq Reagent Kit v2 (50-cycles)
MS-102-2022	20-pack MiSeq Reagent Kit v2 (300-cycles)
MS-102-2023	20-pack MiSeq Reagent Kit v2 (500-cycles)
MS-102-3001	MiSeq Reagent Kit v3 (150-cycle)
MS-102-3003	MiSeq Reagent Kit v3 (600-cycle)
MS-103-1001	MiSeq Reagent Nano Kit v2 (300-cycles)
MS-103-1002	MiSeq Reagent Micro Kit v2 (300-cycles)
MS-103-1003	MiSeq Reagent Nano Kit v2 (500-cycles)
FC-420-1003	MiniSeq High Output Reagent Kit (300-cycles)
FC-420-1002	MiniSeq High Output Reagent Kit (150-cycles)
FC-420-1001	MiniSeq High Output Reagent Kit (75-cycles)
FC-420-1004	MiniSeq Mid Output Kit (300-cycles)
FC-110-3001	PhiX Control v3
PE-402-4002	HiSeq® Rapid PE Cluster Kit v2
GD-402-4002	HiSeq® Rapid SR Cluster Kit v2
FC-402-4023	HiSeq® Rapid SBS Kit v2 (500 cycles)
FC-402-4022	HiSeq® Rapid SBS Kit v2 (50 cycles)
FC-402-4021	HiSeq® Rapid SBS Kit v2 (200 cycles)
CT-403-2001	HiSeq Rapid Duo cBot Sample Loading Kit
20031371	iSeq 100 i1 Reagent v2 (300-cycle)
20031374	iSeq 100 i1 Reagent v2 (300-cycle) 4 pack
20040760	iSeq 100 i1 Reagent v2 (300-cycle) 8 pack
MS-102-9999	MiSeq® Disposable Wash Tubes



**Signature:**

[Redacted Signature]

**For and on behalf of the Authority**

**Name:** [Redacted Name]

**Job title:** [Redacted Job title]

**Signature:**

[Redacted Signature]

**For and on behalf of the Supplier**

**Name:** [Redacted Name]

**Job title:** [Redacted Job title]