

Appendix 1

National Microbiology Framework Agreement Order Form – Reference C100281

Oxford Nanopore Technologies Ltd

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the “Authority”)
Invoice address:	Post: The UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3JR Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] E-mail: [REDACTED] Address: UK Health Security Agency, Windsor House, 50 Victoria Street, London, SW1H 0TL
Internal reference (if applicable):	UKHSA CRE-ID 6227

TO

Supplier:	Oxford Nanopore Technologies Plc Gosling Building, Edmund Halley Road Oxford Science Park, Oxford, OX4 4DQ
Contract Manager:	[REDACTED]

	<div></div> <div></div>
Secondary Contact:	Not Applicable
Name and address for notices:	Oxford Nanopore Technologies Plc Gosling Building, Edmund Halley Road Oxford Science Park, Oxford, OX4 4DQ

Applicable terms and conditions

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

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract						
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)						
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)						
Appendix D	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))						
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)						
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)						
Appendix G	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))						
Appendix H	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> </table>	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"/>	(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"/>
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"/>

1. CONTRACT DETAILS

(1.1) Commencement Date: 3 December 2021

(1.2) Services Commencement Date (if applicable):


3 December 2021

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

1.3.1. The total contract value shall be forty-six thousand six hundred and sixty-six pounds and sixty-six pence (£46,666.66) (Excl. VAT), (the **"Total Contract Value"**).

1.3.2 This comprises of the following products (the **"Goods"**):

Table 1

Product Code	Description	Qty	Unit price £	TOTAL £
SLDW12M	Software Licence and Device Warranty - GridION: GXB003368 - Expiry 20/08/22. 7 months pro-rata to 31st March 2023	1		
SLDW12M	Software Licence and Device Warranty - GridION: GXB003143 - Expiry 17/02/22. 13 months pro-rata to 31st March 2023.	1		
SLDW12M	Software Licence and Device Warranty - GridION: GXB003299 - Expiry 23/07/22. 8 months pro-rata to 31st March 2023.	1		
SLDW12M	Software Licence and Device Warranty - GridION: GXB003141 - Expiry 01/04/22. 12 months pro-rata to 31st March 2023.	1		
SLDW12M	Software Licence and Device Warranty - GridION: GXB001433 - Expiry 03/12/21. 16 months pro-rata to 31st March 2023.	1		

- 1.3.3 For the avoidance of doubt, the Authority is not committed to pay the Total Contract Value.
- 1.3.4 The Supplier may invoice following delivery of the Goods and receipt of the Purchase Order.
- 1.3.5 See Appendix 1 (Goods Information and Pricing) for details of the Goods to be delivered.
- 1.3.6 Payment terms are net 30 days in arrears from date of valid invoice.
- 1.3.7 The Supplier shall comply with and associated terms see Section 2 of Annex A - Order Specific Key Provisions
- 1.3.8 Any purchase order issued by the Authority in respect of this Agreement does not form part of this Agreement.

(1.4) Term of Contract:

- 1.4.1 This Contract shall be deemed to have commenced on 03rd December 2021 (the “**Commencement Date**”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2023 (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 90 days written notice.

(1.5) Term extension options:

Not applicable

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods:

This contract covers the Software License and Device Warranty of five GridION genomic sequencing machines, located at Porton to 31st March 2023.

The Services to be covered under this contract are as follows:

- Software updates
 - Hardware updates
 - Return and replace – within 20 working days of a fault being identified and confirmed by ONP.
 - Support - software, hardware and technical. Monday to Friday 9am–5pm (local time).
- support outside these operating hours, will be via Live chat facilities.

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

The Supplier shall provide the services to the Laboratories at the location below

UK Health Security Agency (UKHSA)

Porton Down, Salisbury, Wiltshire, SP4 0JG

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

Name:

Phone

E-mail:

(2.4) Performance standards:

- Timely delivery of the Goods in accordance with section 2.6 below.
- Proof of delivery to be supplied with each monthly consolidated invoice.
- The Supplier shall maintain and guarantee the instruments performance to the specified level as published and documented as sold by the Supplier to the Authority.

(2.5) Quality Standards & Warranty:

The Supplier shall maintain and repair the Instruments to the level of Supplier's manufactured specifications as sold by the Supplier to the Authority.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager and the Supplier Contract Manager shall meet Monthly and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise requested by the Authority).

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

2.7.2 The Supplier will provide a MI report that includes:

- List of current equipment 'Asset Register';
- Reference to associated equipment serial number;

- Downtime Notice requests received

(2.7.3) The Contract Managers shall meet no less than quarterly to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority)

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:

In accordance with the Data Protection Protocol.

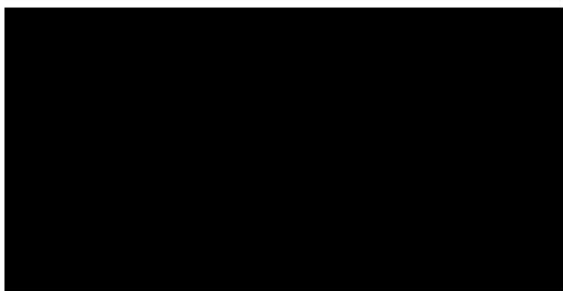
5. LEASE / LICENSE (if applicable)

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

Not applicable.

Signature:

For and on behalf of the Authority



Date Signed: 13/10/22

Signature:

For and on behalf of the Supplier



Date Signed: 13/10/22

Annex A

Order Specific Key Provisions

1. Introduction

1.1 This Annex A includes any supplemental requirements and any other relevant details, information, provisions and terms, forming part of this Order Form, as envisaged by the Framework Agreement, the Ordering Procedure, the other parts of this Order Form, the Call-Off Term and Conditions for the Supply of Goods and the Provision of Services and/or as required by the Authority (as applicable to this Contract and to the extent not addressed elsewhere as part of this Order Form). For the avoidance of doubt, any further annexes, appendices, schedules or other documents referred to in this Annex A shall be deemed part of this Annex A and part of this Order Form.

2.0. Delivery and Risk:

2.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.

2.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, and the Call-Off Terms and Conditions.

3.0. Invoicing Process:

3.1. Payment terms are net 30 days from receipt of a valid monthly invoice.

3.2. 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. The Supplier must be in receipt of a valid PO number before submitting an invoice.

3.3. The Supplier shall provide a consolidated monthly invoice to the Authority for all Services received and accepted by the Authority each month.

3.4. All invoices should 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.

3.5. 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.

3.6. To avoid delay in payment it is important that the Supplier provides a compliant invoice 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.

3.7. In support of Goods/Services being delivered the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods/Services at the Authority's nominated Delivery Locations.

3.8. Supplier queries regarding payment must be forwarded to the Authority's Account Payable section by email to: [REDACTED]

4. Access to Premises and Location

4.1. Supplier staff shall hold the relevant security clearance for the Premises and Location where the Services shall be performed, where appropriate.

4.2. The Authority's authorised representative at the Premises and Locations shall provide to the Supplier such reasonable access to the Premises and Locations as may be required, in accordance with clause 4 (Operation of the Services) of the Call-Off Terms and Conditions, to provide the Services.

Annex 1

Description and Price of Goods



Gosling Building
Edmund Halley Road
Oxford Science Park
Oxford, OX4 4DQ

Tel: 0845 034 7900

Thank you for your interest in our products. Please find below your quotation.

Billing Address:	Quote reference:	ONT-DF2706225W
UK Health Security Agency	Valid Until:	26/07/2022
Manor Farm Road, Porton Down		
Salisbury	Account No.:	C021910
	Currency:	GBP

Product Code	Description	Qty	Unit price £	TOTAL £
SLDW12M	Software Licence and Device Warranty - GridION: GXB003368 - Expiry 20/08/22. 7 months pro-rata to 31st March 2023.	1		
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