

**National Microbiology Framework Agreement
Order Form
Reference C348681
Oxford Nanopore Technologies**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the “ Authority ”).
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	[REDACTED] [REDACTED]
Secondary Contact: Business Owner	[REDACTED] [REDACTED]
Procurement lead	[REDACTED] [REDACTED]
Name and address for notices:	[REDACTED] [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W168200

TO:

Supplier:	Oxford Nanopore Technologies, Gosling Building, Edmund Halley Road, Oxford Science Park, Oxford, United Kingdom, OX4 4DQ (the “ Supplier ”)
Contract Manager:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Secondary Contact:	<div data-bbox="574 180 646 216">[REDACTED]</div> <div data-bbox="695 180 860 216">[REDACTED]</div> <div data-bbox="574 228 646 264">[REDACTED]</div> <div data-bbox="695 228 857 264">[REDACTED]</div> <div data-bbox="574 277 646 312">[REDACTED]</div> <div data-bbox="695 277 1092 312">[REDACTED]</div>
Account Manager:	<div data-bbox="574 321 646 357">[REDACTED]</div> <div data-bbox="695 321 850 357">[REDACTED]</div> <div data-bbox="574 369 646 405">[REDACTED]</div> <div data-bbox="695 369 850 405">[REDACTED]</div> <div data-bbox="574 417 646 453">[REDACTED]</div> <div data-bbox="695 417 1052 453">[REDACTED]</div>
Name and address for notices:	<div data-bbox="574 457 899 489">Name: Customer Support</div> <div data-bbox="574 525 1380 619">Address: Oxford Nanopore Technologies Plc., Gosling Building, Edmund Halley Road, Oxford Science Park, Oxford, United Kingdom, OX4 4DQ</div> <div data-bbox="574 655 1120 686">E-mail: [REDACTED]</div>

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	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 checked="" 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 checked="" 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"/>	

1. CONTRACT DETAILS																																																											
<p>(1.1) Commencement Date:</p> <p>The date this order form is signed by both Parties (the Authority and the Supplier).</p>																																																											
<p>(1.2) Services Commencement Date (if applicable):</p> <p>The date this order form is signed by both Parties (the Authority and the Supplier).</p>																																																											
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The maximum value of the Services that can be ordered under this Contract shall be one hundred ninety-nine thousand, nine hundred and eighty pounds, no pence (£199,980.00) (Excl. VAT) (the "Total Contract Value"). This contract covers the period from date of UKHSA signature to 31st March 2027.</p> <p>1.3.2 The Total Contract Value is the maximum value of goods and services which can be ordered under this Contract. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.</p> <p>1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p> <p>1.3.6 Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):</p> <p>Table 1 – Contract Price Breakdown (ex VAT)</p> <table border="1"> <thead> <tr> <th>Lab</th> <th>Equipment</th> <th>Serial Numbers</th> <th>Cost Centre</th> <th>Quote (01/04/25-31/03/26)</th> <th>Quote (01/04/26-31/03/27)</th> </tr> </thead> <tbody> <tr> <td>Porton - RIPL</td> <td>GridION</td> <td>GXB03628</td> <td>JCE1</td> <td rowspan="10"></td> <td rowspan="10"></td> </tr> <tr> <td>Porton – Research (DPC)</td> <td>GridION</td> <td>GXB03710</td> <td>DP06</td> </tr> <tr> <td>Porton</td> <td>GridION</td> <td>GXB03141</td> <td>PSL7</td> </tr> <tr> <td>Porton</td> <td>GridION</td> <td>GXB03368*</td> <td>PSL7</td> </tr> <tr> <td>Porton</td> <td>GridION</td> <td>GXB03143</td> <td>PSL7</td> </tr> <tr> <td>Porton</td> <td>GridION</td> <td>GXB03299*</td> <td>PSL7</td> </tr> <tr> <td>CSL</td> <td>GridION</td> <td>GXB03630</td> <td>FFD3</td> </tr> <tr> <td>Chilton</td> <td>GridION</td> <td>GXB03631</td> <td>LTD1</td> </tr> <tr> <td>Manchester</td> <td>GridION</td> <td>GXB003629</td> <td>PSM1</td> </tr> <tr> <td>Chilton</td> <td>P2-Solo</td> <td>P2S-00698</td> <td>LTD1</td> </tr> <tr> <td colspan="4">TOTAL E</td> <td></td> <td></td> </tr> </tbody> </table>						Lab	Equipment	Serial Numbers	Cost Centre	Quote (01/04/25-31/03/26)	Quote (01/04/26-31/03/27)	Porton - RIPL	GridION	GXB03628	JCE1			Porton – Research (DPC)	GridION	GXB03710	DP06	Porton	GridION	GXB03141	PSL7	Porton	GridION	GXB03368*	PSL7	Porton	GridION	GXB03143	PSL7	Porton	GridION	GXB03299*	PSL7	CSL	GridION	GXB03630	FFD3	Chilton	GridION	GXB03631	LTD1	Manchester	GridION	GXB003629	PSM1	Chilton	P2-Solo	P2S-00698	LTD1	TOTAL E					
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*GXB03368 and GXB03299 are currently mothballed. The equipment will be referenced within the contract, but a PO will not be issued for these two pieces of equipment unless they are brought back into service during the lifetime of the contract.

(1.4) Term of Contract:

1.4.1 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 2027 (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 no less than 3 (three) months written notice.

(1.5) Term extension options:

1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, (the **"Extension Period"**), in accordance with Clause 15.2 of the Call Off Terms and Conditions.

1.5.2 The Authority may request a quote for the Extension Period as early as 31st January 2027.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Description of the Goods and Services:

2.1.1 The Supplier shall provide the Services stated in Table 2 – Supplier Services Information (the **"Specification of the Services"**) for the equipment listed in Table 1 of this Order Form.

2.1.2 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.

Table 2 – Supplier Services Information

Service	Details of the Service
License and Warranty GridION (SLW12MG)	<ul style="list-style-type: none"> Software updates: Oxford Nanopore provides regular updates to software and firmware. Users need to keep software up to date to receive support and to have access to the latest features, basecalling algorithms, and supported chemistries. Hardware upgrades: On release of updated hardware, users will be notified of the

	<p>upgrade path options and added to a queue to receive a device update, if applicable.</p> <ul style="list-style-type: none"> • Returns and replace policy: Replacement devices will be shipped within 5 business days of a fault being identified and confirmed by Oxford Nanopore as outside of expected operational parameters, which cannot be rectified remotely. • Support: Monday to Friday 9 am - 5 pm (local time). Technical queries will be responded to within 48 hours. 	
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(2.2) Premises and Location(s) at which the Services are to be provided:

2.2.1 The Supplier shall provide the Services remotely and no on-site access is needed to perform the Services under this Contract.

2.2.2 Authority will report any technical issues to:

[REDACTED]
[REDACTED]
[REDACTED]

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

[REDACTED]
[REDACTED]
[REDACTED]

(2.4) Performance standards:

- The Supplier shall perform the Services in accordance with good industry standards and practices.
- Timely delivery of the Services.
- Quality of Services – Services performed in accordance with the Specifications as stated in section 2.1 & 2.5.
- Proof of the Services having been performed in accordance with Annex A, clause 1.

(2.5) Quality standards:

The Supplier shall maintain and repair the equipment to meet the manufacturer's specifications, as sold by the Supplier to the Authority. The equipment must comply with the laboratory's standard accreditation requirements at all times.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and Key Personnel of the Supplier shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified 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 Examples of management information that can be requested, but not limited to, are:

- a. The Performance Standards as stated in section 2.4 of this Order Form.
- b. Issues including quality and performance.
- c. Invoicing.
- d. Any other relevant business related to the scope of the Services.

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.

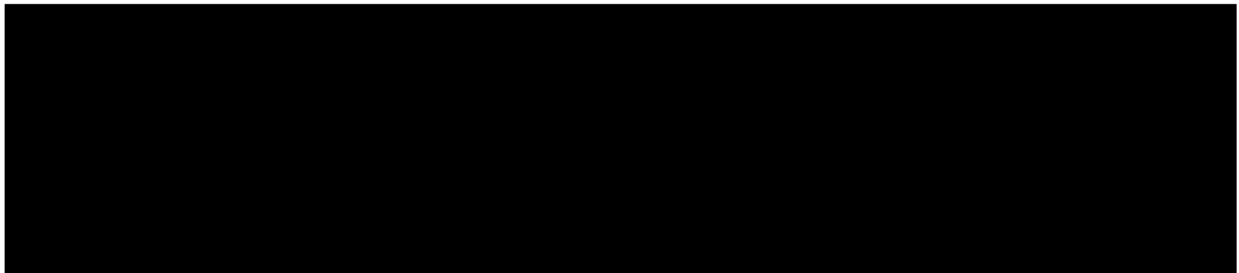
5. LEASE / LICENSE (if applicable)

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

N/A

Signature for and on behalf of the Supplier:

Signature for and on behalf of the Authority:



Date Signed: 27/03/25

Date Signed: 28th March 2025

Annex A

Order Specific Key Provisions

1. Acceptance:

- 1.1. The following criteria for the acceptance of the Services performed by the Supplier by the Authority shall apply ("Acceptance"):
 - a. Upon performance of the Services the Supplier shall produce and submit to the Authority a service report for signature by the Authority's authorised representative.
- 1.2. If Services are deemed not to be Accepted by the Authority, the Supplier shall reperform the Services at their own costs.

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 1 (one) unique purchase order ("PO") number. The Supplier must be in receipt of a valid PO number before submitting an invoice.
- 2.3 All invoices presented by the Supplier to the Authority shall be for Services performed by the Supplier 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) 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 the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Location.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:
[REDACTED]