



Appendix 1

National Microbiology Framework Agreement Order Form

FROM

Authority:	The Secretary of State for Health and Social Care acting as part of the Crown through UK Health Security Agency (the "Authority" or "UKHSA")
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down, Salisbury, Wiltshire SP4 0JG Email: payables@ukhsa.gov.uk
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
Internal reference (if applicable):	To be quoted on all correspondence relating to this Order Form: Contract Ref C188549

TO

Supplier:	Oxford Nanopore Technologies plc (ONT), Gosling Building, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ
------------------	---



Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] ([REDACTED]) Address: 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 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 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.			<input checked="" type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS
(1.1) Commencement Date: Per the last signature of this Contract document
(1.2) Services Commencement Date (if applicable): N/A
(1.3) Contract Price ((i) breakdown and (ii) payment profile): The total Contract Price is Two Million Pounds (£2,000,000) excluding VAT. The payment profile is as follows: I. The price per unit of the Goods is as set out in Annex B and fixed until expiry of this Contract. II. In the event that the Contract is extended:

- (a) the pricing within the Contract for such extension is not subject to any indexation and will remain fixed as per the pricing set out in Annex B

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the date of the last signature within this Contract (the "Commencement Date") and shall expire one calendar year thereafter (the "Term").

(1.5) Term extension options: further 9 months

The Contract may extend for a period of 9 months upon mutual agreement between the Authority and the Supplier. Notification of such extension will be advised by the Authority providing the Supplier with written notice no less than four (4) weeks' prior to the date on which this Contract would otherwise have expired.

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 ONT OEM consumables, reagents and supporting kits, available under the National Microbiology Framework Lot 2, required to run the genomic sequencing of UKHSA laboratories across the country.
- II. 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 the Contract, requiring a variation. Any amendments to the Contract must be subject to a formal variation process, as any changes, regardless of their nature, necessitate the completion of a variation procedure.
- III. The list of the Goods and their prices, at the Commencement Date is as set out in Annex B. The list represents the most commonly used consumables in UKHSA.
- IV. There is no commitment from the Authority to order specific volumes under this Contract and utilise the full Contract Price. For the avoidance of doubt, no minimum commitment is given as to the actual spend resulting from this agreement and it may be any sum from Zero up to the estimated contract price
- V. 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.

- VI. Both parties agree that this Order Form constitutes as a call-off contract under Lot2 which is subject to the National Microbiology Framework Agreement Reference Number BSP 5657.

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.

A. Ordering Process:

- VII. On execution of the Contract, the Authority shall raise individual purchase orders to order consumables .
- VIII. Orders raised will detail the following:
- a List of products with Product descriptions for the business requirements.
 - b Supplier Standard product codes (Item number)
 - c Unit Quantity
 - d Current Price Applicable

B. Delivery process:

- IX. 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.

X. 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 signed the delivery note confirming receipt.

XI. Delivery charge [REDACTED].

(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 individual purchase order.

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

(2.4) Performance standards:

The Supplier must:

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

(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:

The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager (or their delegate) will monitor and discuss the Supplier's performance against the Performance standards (2.4) and Quality standards (2.5) and other matters connected to the delivery of the Contract on a quarterly basis.

Frequency of monitoring may vary during the duration of the Contract on mutual agreement of both the parties.

(2.7) Management information and meetings:

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

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

Quarterly review meetings may be organised between the Supplier and the Authority to review the Management Information System (MIS) and discuss new plans and innovation and product changes.

Frequency of review may vary during the duration of the Contract on mutual agreement of both the parties.

3. CONFIDENTIAL INFORMATION (if applicable)

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

Pricing and individual contact details

(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: N/A

5. LEASE / LICENSE (if applicable)

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

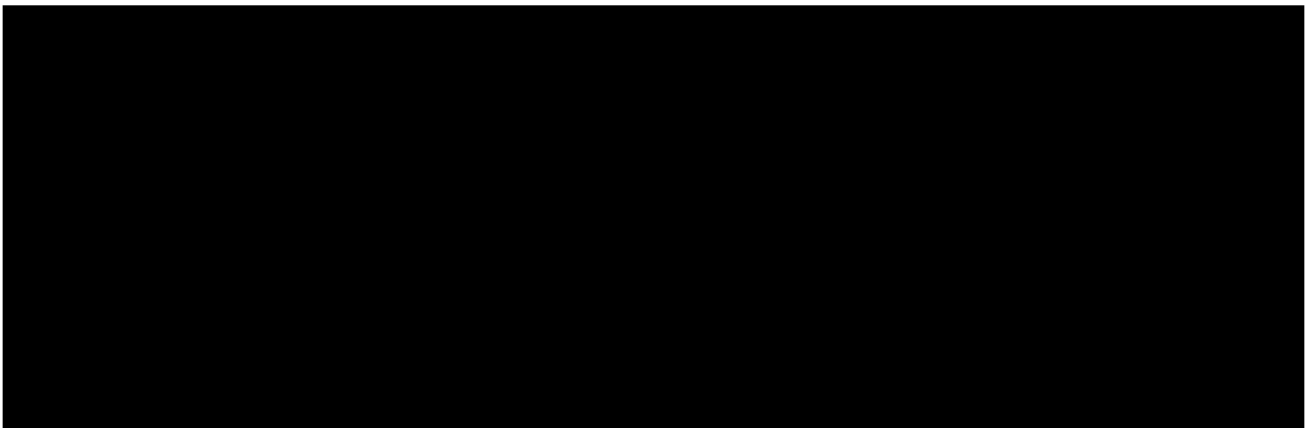


6. ADDITIONAL KEY PROVISIONS (APPENDIX H)

Clause 10 (Termination for Convenience)

The Authority, in its sole discretion, may at any time terminate the Contract upon 30 days' prior notice by issuing a Termination Notice to the Supplier.

SIGNED:



Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the goods to the locations set out in the Purchase Orders received.
- 1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A, B and C 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 On completion of the countersigning of the Contract, the Authority will, as soon as operationally possible, send a unique purchase order ("the PO") number. The Supplier must be in receipt of a valid PO number before submitting any invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.
- 2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@ukhsa.gov.uk and their agreed Representative 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 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.
- 2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: payables@ukhsa.gov.uk

Annex B

Products List

Nanopore Consumables	Product code	Unit	Framework Price per Pack
Cas9 Sequencing Kit	SQK-CS9109	1	
PCR-cDNA Barcoding Kit	SQK-PCB109	1	
PCR-cDNA Barcoding Kit	SQK-PCB111	1	
Ligation Sequencing Kit	SQK-LSK109	1	
Ligation Sequencing Kit	SQK-LSK110	1	
Ligation Sequencing Kit	SQK-LSK114	1	
Ligation Sequencing Kit XL	SQK-LSK109-XL	1	
Ligation Sequencing Kit XL	SQK-LSK114-XL	1	
16S Barcoding Kit 1-24	SQK-16S024	1	
Direct RNA Sequencing Kit	SQK-RNA002	1	
Field Sequencing Kit	SQK-LRK001	1	
Direct cDNA Sequencing kit	SQK-DCS109	1	
PCR cDNA Sequencing Kit	SQK-PCS109	1	
PCR cDNA Sequencing Kit	SQK-PCS111	1	
Rapid Barcoding Kit	SQK-RBK004	1	
Rapid Barcoding Kit 96	SQK-RBK110.96	1	
Rapid Barcoding Kit 24 V14	SQK-RBK114.24	1	
Rapid Barcoding Kit 96 V14	SQK-RBK114.96	1	
PCR Barcoding Kit	SQK-PBK004	1	
Rapid PCR Barcoding Kit	SQK-RPB004	1	
PCR Sequencing Kit	SQK-PSK004	1	
Rapid Sequencing Kit	SQK-RAD004	1	
Rapid Sequencing Kit V14	SQK-RAD114	1	
Midnight RT-PCR Expansion Kit	EXP-MRT001	1	
COVID-19 WGS bundle including flow cells, RT-PCR expansion, Rapid barcoding kit	C19 MINI	1	
COVID-19 WGS bundle including flow cells, RT-PCR expansion, Rapid barcoding kit	C19 MIDI	1	
COVID-19 WGS bundle including flow cells, RT-PCR expansion, Rapid barcoding kit	C19 MAXI	1	
Ultra-Long DNA Sequencing Kit	SQK-ULK001	1	
Ultra-Long DNA Sequencing Kit V14	SQK-ULK114	1	
Native Barcoding Expansion 96 V14	EXP-NBD114.96	1	
Native Barcoding Expansion 24 V14	EXP-NBD114.24	1	
Native Barcoding Expansion 96	EXP-NBD196	1	
Flow Cell Priming Kit	EXP-FLP002	1	
Sequencing Auxiliary Vials	EXP-AUX001	1	



UK Health
Security
Agency

Sequencing Auxiliary Vials	EXP-AUX002	1	
Sequencing Auxiliary Vials	EXP-AUX003	1	
Flow Cell Priming Kit XL	EXP-FLP002-XL	1	
SFB Expansion	EXP-SFB001	1	
Native Barcoding Expansion 1-12	EXP-NBD104	1	
Native Barcoding Expansion 12-24	EXP-NBD114	1	
PCR barcode Expansion 1-12	EXP-PBC001	1	
PCR Barcoding Expansion 96	EXP-PBC096	1	
RAP Top-Up-Kit	EXP-RAP001	1	
PCR Expansion	EXP-PCA001	1	
Control Expansion	EXP-CTL001	1	
Flow cell Wash Kit	EXP-WSH004	1	
Flow cell Wash Kit	EXP-WSH004-XL	1	
Short Fragment Eliminator Kit	EXP-SFE001	1	
Short Fragment Eliminator Expansion Kit	EXP-SFB001	1	
VolTRAX Sequencing Kit	VSK-VSK004	1	
VolTRAX Cartridge Pack	VCT-V2002B	1	
VolTRAX Multiplex Kit	VSK-VMK004	1	
MinION GridION Flow Cell R9 version x 1	FLO-MIN106D	1	
MinION GridION Flow Cell R9 version x 12	FLO-MIN106D	1	
MinION GridION Flow Cell R9 version x 24	FLO-MIN106D	1	
MinION GridION Flow Cell R9 version x 48	FLO-MIN106D	1	
MinION GridION Flow Cell R9 version x 96	FLO-MIN106D	1	
MinION GridION Flow Cell R10.4.1 version x 1	FLO-MIN114	1	
MinION GridION Flow Cell R10.4.1 version x 12	FLO-MIN114	1	
MinION GridION Flow Cell R10.4.1 version x 24	FLO-MIN114	1	
MinION GridION Flow Cell R10.4.1 version x 48	FLO-MIN114	1	
MinION GridION Flow Cell R10.4.1 version x 96	FLO-MIN114	1	
PromethION Flow Cell R9 Version X 4, 1 Pack	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 12, 3 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 24, 8 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 96, 24 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 192, 48 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 512, 128 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 1024, 256 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 2880, 720 Packs	FLO-PRO002	1	



UK Health
Security
Agency

PromethION Flow Cell R10.4.1 Version X 4, 1 Pack	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 12, 3 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 24, 8 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 96, 24 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 192, 48 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 512, 128 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 1024, 256 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 2880, 720 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 24, 6 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 24, 6 Packs (Single Delivery)	FLO-PRO002	1	
Flongle Flow Cells	FLO-FLG001	1	
Flongle Flow Cells	FLO-FLG114	1	
PromethION Flow Cell R9 Version X 192, 48 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 288, 72 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 512, 128 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 576, 144 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 1024, 256 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 1440, 360 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 2880, 720 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 4, 1 Pack	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 12, 3 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 24, 8 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 96, 24 Packs	FLO-PRO002	1	



UK Health
Security
Agency

PromethION Flow Cell R10.4.1 Version X 192, 48 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 512, 128 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 1024, 256 Packs	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 2880, 720 Packs	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 12, 3 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 24, 6 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 60, 15 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 120, 30 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 192, 48 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R9 Version X 400, 100 Packs (Single Delivery)	FLO-PRO002	1	
PromethION Flow Cell R10.4.1 Version X 24, 6 Packs (Single Delivery)	FLO-PRO002	1	
Flongle Flow Cells	FLO-FLG001	1	
Flongle Flow Cells	FLO-FLG114	1	

Annex C

Where UK Health Security Agency acts as a Participating Authority and Oxford Nanopore Technologies Plc. acts 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 28th Feb 2022]:

I	<p>New Clause 1.10 to be inserted to read as follows: Relates to</p> <p>- “Operation of the Services</p>	<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 authorized 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, reused longer than their respective useful life, which useful life is stated on the Supplier’s website disassembled, reassembled, or damaged as a result of modifications made to the hardware that were not either performed by the Supplier or authorized 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 (including, without limitation, reagent) which has not been previously approved in</p>
---	--	---

		<p>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> <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>Relates to</p> <p>- "Operation of Services"</p>	<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 2.2 and 2.7 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Delivery of Goods and passing of risk and ownership in Goods” 	<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> <p>In the event of the Delivery Location being outside the UK, the Goods shall be deemed delivered in accordance with the Delivery at Place (DAP) Incoterms 2020.</p>
V	<p>Clause 2.8 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Delivery of Goods and passing of risk and ownership in Goods” 	<p>Except for the software installed on the Goods, 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> <p>Notwithstanding the foregoing, the Supplier's order acceptance or tender documents agreed between the parties shall prevail in case of conflict.</p>
VI	<p>Clause 3.2 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Delivery of Goods and passing of risk and ownership in Goods” - “Operation of the Services” - “Warranties” 	<p>Without prejudice to the provisions of Clause 3.6 of this Schedule 2 of these Call-off Terms and Conditions, 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 (“Rejected Goods”). 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 at such place as the Authority or a duly authorised person shall reasonably direct.</p>

VII	<p>Clause 3.3 amended to read as follows:</p> <p>Relates to:</p> <p>“Payment”</p>	<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>
VIII	<p>Clause 3.4 amended to read as follows:</p> <p>Relates to</p> <p>-“Warranties”</p>	<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.</p> <p>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</p>

		been collected by the Supplier in accordance with Clause 3.3 of this Schedule 2 of these Call-off Terms and Conditions.
IX	<p>Clause 3.5 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Intellectual property and rights of use” 	<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>
X	<p>Clause 3.6 amended to read as follows:</p> <p>Relates to</p> <ul style="list-style-type: none"> - “Data Protection” 	<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 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 ("Defective Goods"), 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>

XI	<p>New Clause 3.6A inserted after Clause 3.6 to read as follows: Relates to</p> <p>- “Data Protection”</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; (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>
XII	<p>New Clause 3.6B inserted after Clause 3.6A to read as follows: Relates to</p> <p>- “Data Protection”</p>	<p>The Supplier shall use reasonable endeavours to repair any Defective Goods or replace such 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; 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.</p>

XIII	Clause 10.1.2, 10.1.10, 10.1.12 and 10.1.13 amended to read as follows:	The Goods shall be suitable for the purpose set out in ONT's Specification, Tender Response Document.
XIV	New Clause 10.9 inserted to read as follows:	<p>Notwithstanding any of the warranties set out in the Framework Agreement ("Warranties"), the Warranties are personal to the Authority and may not be sub-licensed, assigned, sold or otherwise transferred to a third party, including to an affiliate of the Authority or to third parties to which the Authority provides services using the Goods and Software provided by ONT. All Warranties are subject to (i) clause 13; (ii) the Authority complying with the Nanopore Documentation and/or Tender Response Documents; and (iii) the Goods remaining at the delivery address set out in the Order Form. In the event of a relocation of the Goods, Goods being sold, or a noncompliance, ONT will terminate all support (both physical, remote and by way of software provisions and updates); unless (1) ONT has approved in writing such relocation, transaction or non-compliance; and (2) and until new buyer purchases a Software License & Device Warranty contract from ONT.</p> <p>Except for any Warranties that cannot be excluded by law, all warranties, condition or guarantees, implied or otherwise not stated in this clause 10 are hereby excluded.</p>

	<p>New Clause 11.2 inserted after Clause 11.1 to read as follows: Relates to</p> <ul style="list-style-type: none"> - Regulatory and Rights of Use 	<p>Rights of Use: All Devices are made available with an initial year SL&DW. Additional one-year SL&DW periods may be purchased as provided on the ONT Website. Customer shall keep the Devices and Flow Cells in Customer's possession at the Delivery Location until Customer returns the Devices and Flow Cells to Oxford. Customer shall not sell, distribute or transfer the Devices or Flow Cells to any third party. Customer shall return to Oxford, using the prepaid packaging provided by Oxford, the Flow Cells as soon as reasonably possible, except that Customer shall not return Contaminated Flow Cells to Oxford, and instead shall provide Oxford proof of legal and appropriate destruction of Contaminated Flow Cells. The Goods and Software may be used only for purpose stated on the order. Use of the Goods requires internet connectivity solely to enable (i) client initiated, outbound, encrypted in transit (HTTPS) transmission of structured run performance telemetry data and (ii) client-initiated, outbound, encrypted in transit (HTTPS) access to Oxford Group's single sign on system for Devices and Flow Cells and/or run authorization</p>
--	---	--



		Regulatory: Customer acknowledges and agrees that (a) the Goods and Software have not been approved, cleared or licensed by any
--	--	---

		<p>regulatory entity, whether foreign or domestic, for any specific intended use and are available for research use only as provided in the applicable order; (b) the Goods and Software are not for use in diagnostic, therapeutic or clinical procedures where validation or registration of the device with regulatory authorities is required; (c) the Goods and Software should be used in strict accordance with applicable instructions and Documentation and (d) Customer must ensure it has any regulatory approvals necessary for Customer's intended use of the Goods and Software. Customer will in no event use or allow use of the Goods and the Software in connection with the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical or biological weapons or other military end-use of any kind.</p> <p>Intellectual Property: The Supplier together with its affiliates or its licensors ("Oxford"), as applicable, are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Goods and Software. The Authority shall have a license to use the Goods and Software, and the Intellectual Property Rights therein, only to the extent specifically provided in this Amendment, the Supplier's order acceptance, or tender documents agreed between the parties. Each Party reserves all of its rights, including all rights that pertains to or covers aspects, features or applications of the Goods or Software and use thereof only with respect to specific features, fields or applications, which may. Include, for example, regulated or targeted uses.</p>
XVII	Clause 12.2. shall be amended to read as follows:	Except for liability under clause 12.1, liability or indemnification under the Framework Agreement shall be subject to the limitation of the liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.



UK Health
Security
Agency

XVIII	Clause 13 shall be amended to include as follows:	<p>Throughout clause 13: ONT shall be able in the first instance to replace the Goods. In the second instance for ONT and subject to clause 10.9, 12.1 and 12.2</p> <p>Clause 13.6 The Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage suffered by the other party that arises under or in connection with this Agreement.</p>
-------	---	---