



Short Form Contract

UK Health Security Agency
5th floor
10 South Colonnade
London
E14 4PU

Supplier Bio Science,
9th Floor 107 Cheapside, London, United
Kingdom, EC2V 6DN

By email to:

[Redacted]

28th February 2024

Dear [Redacted],

UKHSA – Supplier - DNA Molecule Custom Synthesis

Following your proposal for the service of DNA Molecule Custom Synthesis for UKHSA, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between UKHSA for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form via DocuSign within seven (7) days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[Redacted Signature]

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Order Form

1. Contract Reference	C232528
2. Date	Contract commences on date of last signature.
3. Authority	The Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency of UK Health Security Agency 5th floor 10 South Colonnade London E14 4PU
4. Supplier	Supplier Bio Science 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN Company number: 13578466
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.

6. Deliverables - Service	Purchase of: The Services are to be performed at the Supplier's premise. Results to be emailed to [REDACTED] Delivery Contact: The Authority's primary delivery contact is: [REDACTED] email: [REDACTED] Additional delivery contact: The additional delivery contact is: [REDACTED] email: [REDACTED]
7. Specification	The specification of the Deliverables is as set in Annex 1.
8. Term	The Term shall commence on the date of last signature (the "Commencement Date") and the Expiry Date shall, unless terminated earlier, or extended in accordance with the terms and conditions of the Contract, expire 31st March 2024 (the "Term") The Authority may extend the Contract for a period of up to twelve (12) months by giving not less than ten (10) Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period. Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than thirty (30) days' notice in writing.

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9. Charges	The Charges for the Deliverables shall be as set out below: The below unit prices are fixed and shall not be subjected to indexation. The contract is to secure the funding for a one-time purchase – the initial requirement below is for [REDACTED]. We have allocated a budget of [REDACTED] inclusive of VAT, to allow internal stakeholder to develop more sequences to then provide to Supplier to develop more information / oligopools. At this given one of the UKHSA libraries is ready for data development (table below), but not all, as that is weeks of analysis and work. Therefore, we have allocated an additional budget to allow for UKHSA to request and develop more data with Supplier (equivalent to the initial project / sequences UKHSA have developed as below table). The remaining budget mitigates the risk of paying in dollars as we have allowed for fluctuation rate. Table 1 <table border="1"> <thead> <tr> <th>Description</th><th>Unit Price</th></tr> </thead> <tbody> <tr> <td>Arbovirus library synthesis: 3 individual libraries comprised of 11,000 oligonucleotides at 121-150nt length. x 3</td><td>[REDACTED]</td></tr> <tr> <td>VHF library synthesis: 3 individual libraries comprised of 33,000 oligonucleotides at 121-150nt length. x 3</td><td></td></tr> <tr> <td>Respiratory pathogen library synthesis: x2 libraries comprised of 52,400 oligonucleotides at 121-150nt length.: x2</td><td></td></tr> <tr> <td>Mutagenised Flavivirus library synthesis: x6 libraries comprised of 15,312 oligonucleotides at 121-150nt length: x 6</td><td></td></tr> <tr> <td>Mutagenised Nipah virus library synthesis: 1 library comprised of 13,244 oligonucleotides at 121-150nt length. x 1</td><td></td></tr> <tr> <td>Mutagenised RSV library synthesis: 2 libraries comprised of 33,924 oligonucleotides at 121-150nt length. x 2</td><td></td></tr> </tbody> </table> The maximum value of the Goods that can be ordered under this Contract is fifty-five thousand, one hundred, and twelve pounds, five pence (£110,000). The charges outlined in table 1 shall remain fixed throughout the Contract Term. For the avoidance the Charges in table 1 shall not be subjected for any indexation. The Contract Price excludes VAT at the applicable rate and any other taxes and delivery charges.	Description	Unit Price	Arbovirus library synthesis: 3 individual libraries comprised of 11,000 oligonucleotides at 121-150nt length. x 3	[REDACTED]	VHF library synthesis: 3 individual libraries comprised of 33,000 oligonucleotides at 121-150nt length. x 3		Respiratory pathogen library synthesis: x2 libraries comprised of 52,400 oligonucleotides at 121-150nt length.: x2		Mutagenised Flavivirus library synthesis: x6 libraries comprised of 15,312 oligonucleotides at 121-150nt length: x 6		Mutagenised Nipah virus library synthesis: 1 library comprised of 13,244 oligonucleotides at 121-150nt length. x 1		Mutagenised RSV library synthesis: 2 libraries comprised of 33,924 oligonucleotides at 121-150nt length. x 2	
Description	Unit Price														
Arbovirus library synthesis: 3 individual libraries comprised of 11,000 oligonucleotides at 121-150nt length. x 3	[REDACTED]														
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10. Payment	Within ten (10) Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. All invoices must 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 submitted for payment. The Supplier shall provide 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 you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: procuretopay@ukhsa.gov.uk	
11. Authority Authorised Representative(s)	For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED] UK Health Security Agency [REDACTED] For contract management your contact to be [REDACTED] email: [REDACTED]	
12. Address for notices	<u>Authority:</u> UK Health Security Agency 5th floor 10 South Colonnade London E14 4PU Attention: [REDACTED]	<u>Supplier:</u> Supplier Bio Science, 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN By email to: [REDACTED]

13. Key Personnel	Authority: N/A	Supplier: N/A
Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority	
	 Date Signed: 14/3/2024	

Annex 1 – Specifications

Introduction & Context

Supplier Oligo Pools are highly diverse collections of single-stranded oligo nucleotides synthesized using our silicon-based DNA writing technology. Our synthesis platform enables massively parallel production of hundreds of

thousands of high-quality, accurate oligos per run. Oligo pools are utilized in many applications including generation of CRISPR guide RNA (sgRNA) libraries, peptide and protein screens, and high-throughput reporter assays.

Aims & Objectives

Purchase of custom manufactured oligo libraries/pools from Supplier Bioscience to be used in 'genomics-based serology' (PhIP-Seq or PepSeq). This method is a cutting edge, putting UKHSA at the forefront of serology methods and allows us as an organisation to be world-leading in the tools we use, enabling us to prepare and respond to emerging pathogens. Whilst initial work will be solely research and development, it is expected upon the validation and completion of work that this method would be applicable to several groups and directorates across the organisation including vector-borne diseases group, virus reference department and more. Furthermore, as a high throughput method, less time would be required by end users to perform the testing, therefore saving time and money in the long run.

This requires initial custom synthesis of DNA oligonucleotides on a scale of hundreds of thousands of unique sequences which correspond to thousands of unique organisms. Supplier Bioscience are the only provider of this service on this scale, therefore ultimately saving additional procurement or sourcing it in-house, which would be costly and require considerable capital and expertise. In addition to production of oligo pools, they also offer mutagenized libraries where the same sequence is modified to cover all possible single mutations. Each of these methods require precise and high-synthesis scale, with the option of customised cloning being performed by Supplier themselves with associated quality control.

Scope

Supplier Oligo Pools are highly diverse collections of single-stranded oligo nucleotides synthesized using our silicon-based DNA writing technology. Our synthesis platform enables massively parallel production of hundreds of

thousands of high-quality, accurate oligos per run. Oligo pools are utilized in many applications including generation of CRISPR guide RNA (sgRNA) libraries, peptide and protein screens, and high-throughput reporter

Processing & Results

- Supplier only deliver QC passed Oligo Pools. Also see data sheet for QC specs >90% of oligos represented within <2.0x of the mean If there were any technical difficulties, Supplier Authority support team [REDACTED] A re-do can be arranged if data is not processed correctly.
- Results should be available electronically in the agreed format for The Authority to retrieve - a log in will be provided to the business owner to retrieve results, an example can be found below.



681 GATEWAY BLVD
SOUTH SAN FRANCISCO, CA 94080
TWISTBIOSCIENCE.COM

CERTIFICATE OF ANALYSIS

Product : Oligo pool, Tier 5 ssDNA, >18,000 up to 24,000 oligos (up to 120nt)

Account :

Order number :

Line Item Name :

Order Item ID : OI_654eb4d892ada3e99908d825

Barcode : tSHPs1115B284901D6

Manufacture Date : 2023-11-15

SPECIFICATION	RESULT
Synthesis Error Rate: Error frequency less than 1 in 500	PASS
Synthesis Uniformity : 90% of the material is within 4 fold difference	PASS
Sample Yield: Yield greater than 0.1 fmol per oligo	PASS
Visual Inspection : Dry, clear and free of foreign particles	PASS

This document certifies that the above-mentioned product was tested by Twist Bioscience and is in conformity with all internal specifications.

QUALITY APPROVAL

Anthony Romeo

Quality Control	This document has been produced electronically and is valid without signature	2023-11-16
Signature		Date

Shipping

- The Authority will be responsible for arranging shipment of the samples from the packing and shipping labels. (Delivery via FedEx).
- Maximum lead time of three (3) weeks, from receiving sequencing input from UKHSA.

Contract Management

- The Supplier may be required to attend contract management meetings.
- If needed the Supplier must be able to provide a summary of all the tests completed.

Accreditation:

- The Supplier is required to be ISO 27001:2013 approved throughout the Contract Term. The Supplier shall inform The Authority within one (1) Working Day to any changes to its ISO accreditation (referenced in Annex B).
- The Supplier is required to be ISO 13485:2016 approved throughout the Contract Term. The Supplier shall inform The Authority within one (1) Working Day to any changes to its ISO accreditation (referenced in Annex A).

Key performance indicators:

- [REDACTED]
- [REDACTED]
- [REDACTED]

Annex A



CERTIFICAT
CERTIFICATE OF REGISTRATION
N° 39270 rev. 3

GMED certifie que le système de management de la qualité développé par
GMED certifies that the quality management system developed by

Twist Bioscience Corporation
681 Gateway Blvd
South San Francisco, CA 94080 UNITED STATES

pour les activités
for the activities

Conception, développement, fabrication and distribution de séquences d'oligonucléotides et réactifs pour le développement de tests de séquençage de Nouvelle Génération (NGS), de tests de réaction en chaîne par polymérase après transcription inverse (RT-PCR) et de tests de mesures de contrôle de qualité

Design, development, manufacture and distribution of oligonucleotide sequences and reagents used for the development of next-generation sequencing (NGS) assays, reverse transcription polymerase chain reaction (RT-PCR) assays and quality control measures.

réalisées sur le(s) site(s) de
performed on the location(s) of

Voir addendum

See addendum

est conforme aux exigences des normes internationales
complies with the requirements of the international standards

ISO 13485:2016

Début de validité / Effective date : August 8th, 2023 (included)

Valable jusqu'au / Expiry date : January 9th, 2025 (included)

Etabli le / Issued on : August 30th, 2023

cofrac



**CERTIFICATION
DE SYSTEMES
DE MANAGEMENT**
Accréditation n° 15.0028
Liste des sites accrédités
et parties dépendantes sur
www.cofrac.fr

GMED N° 39270-3

Ce certificat est délivré selon les règles de certification GMED / This certificate is issued according to the rules of GMED certification

Annule et remplace le certificat 39270-2

GMED • Société par Actions Simplifiée au capital de 300 000 € • Organisme Notifié/Notified Body n° 0459
Siège social : 1, rue Gaston Boissier - 75015 Paris • Tél. : 01 40 43 37 00 • gmed.fr

Annex B



Twist Bioscience
Certificate Number: ISMS-TW-11320

CERTIFICATE OF REGISTRATION

Information Security Management System
ISO/IEC 27001:2013

Twist Bioscience

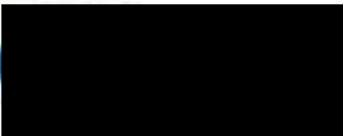
A-LIGN Compliance and Security, Inc. certifies that the organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013. The scope and boundaries of the ISMS is as follows:

The Information Security Management System (ISMS) includes management of information security, privacy, and compliance for internally developed and third-party applications and systems to sufficiently protect Twist intellectual property, customer intellectual property, and other sensitive customer information.

Certificate	ISMS-TW-11320	Original Certification Date	January 13, 2020
Version	2.1	Expiry Date	January 13, 2026
Statement of Applicability	Version 1.1 (February 20, 2023)	Issue Date	March 22, 2023

400 N Ashley Drive
Suite 1026
Tampa, FL 33602
888.702.5446
info@align.com

A-LIGN.COM



This certificate is the property of A-LIGN compliance and Security, Inc ("A-LIGN") and is bound by legally enforceable arrangements. This certificate relates to the organization's Information Security Management System and requirements of ISO/IEC 27001:2013 as defined by the scope and shall in no way imply that the organization's products, processes or services (in-scope or outside of the scope) are certified. The certification number, certification body mark and accreditation mark shall not be used on products or used in conjunction with documents relating to the organization's products, processes or services. A-LIGN shall take action to deal with incorrect or misleading use of the certificate, certification status or marks. This certification can be validated by contacting A-LIGN.

Short Form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the person identified in the letterhead of the Order Form;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	means a body listed in one of the following sub- categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Authority and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Data Protection Legislation"	i) The GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) The Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;

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"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6 of the Order Form. Delivered and Delivery shall be construed accordingly;
"Deliverable"	means the Assay Data or Test Results, as applicable, in the form provided by Supplier to the Authority pursuant to the terms of the the Order Form or Annex I.
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, Subcontractor's supply chain; iii) any event, occurrence circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iv) any failure of delay caused by a lack of funds;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;

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"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; b) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; d) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;

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"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Samples"	"means any biological sample, blood sample, clinical isolate or other similarly derived human or animal material that is collected or otherwise made available by or on behalf of the Authority in accordance with this Agreement for use in the performance of the Services ."
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract whereby Supplier shall perform the assay services identified in Annex I using its proprietary SomaScan® Technology on Samples for the Authority and provide the Deliverables identified in Annex I during the Term.
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause 8 of the Order Form or terminated in accordance with the terms and conditions of the Contract;
"Test Report"	means, if a SomaSignal Test is selected as a service, a written report delivered to the Authority that contains, in text format, the Test Results for at least one SomaSignal (RUO) Test performed on a Sample.

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"Test Results"	means, on a Sample-by-Sample basis for each Sample that passes Supplier's standard SomaScan Assay sample acceptance criteria, a predicted probability output or a numerical value for at least one SomaSignal (RUO) Test, if selected by the Authority, in an Order Form.
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

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- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables:
- i) in accordance with the Specification;
 - ii) to a professional standard;
 - iii) using reasonable skill and care;
 - iv) using Good Industry Practice;
 - v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and
 - vi) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Authority's) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Authority on request and for free.
- (c) N/A
- (d) N/A
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier will use commercially reasonable efforts to deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods.
- (j) N/A
- (k) The Authority can cancel any order or part order of Goods which has not been delivered. If the Authority gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) N/A
- (m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Suppliers. In the case of custom Goods, Authority shall include a sequence request submission form for each Good (the "**Sequence Submission**") describing the genetic sequence of the

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desired custom Goods.

- (n) Upon Supplier confirmation of an Order in accordance with this Agreement, Supplier will use commercially reasonable efforts to synthesize and supply the Goods designated in the Order (based on the corresponding Sequence Submission, if applicable) in accordance with the terms and conditions of this Agreement. Supplier may cancel any Order if Supplier determines (in its reasonable discretion) a need to do so for biosecurity, biosafety, patent infringement, export restrictions and/or feasibility reasons. Any cancellation of an Order as described above shall be without penalty or liability to Supplier (provided that any prepaid amounts for such Goods shall be promptly refunded to Authority by Supplier, or if Authority so requests, credited toward future purchases under this Agreement). Notwithstanding anything to the contrary herein, nothing in the Agreement shall limit or restrict Supplier's right and ability at all times to provide products and services to third parties which are similar or identical to the Goods or services made, provided or supplied under this Agreement, as long as Supplier does not breach its confidentiality or non-use obligations under this Agreement.
- (o) Supplier will use commercially reasonable efforts to ship Goods by the target delivery date specified in the Order. All Goods will be shipped Ex Works (Incoterms 2020) Supplier's facility to the delivery address specified in the Order.
- (p) Goods are deemed shipped and delivered to Authority when tendered to the applicable commercial carrier at Supplier's facility. At this point, title to the Goods passes to Authority (subject to Authority's payment in full of all Fees therefor) and Authority becomes responsible for risk of loss and damage.
- (q) If Goods shipped under an Order do not materially conform to the applicable specifications provided by Supplier in an Order (each, a **"Non-Conforming Good"**) (except where any of the foregoing are due to causes occurring during or after shipment), then Authority shall notify Supplier within twenty (20) days of receipt of such Non-Conforming Goods and return such Non-Conforming Goods for replacement. If Authority does not notify Supplier of such non-conformance within such time period, the Goods will be deemed fully conforming and compliant for purposes of the Agreement. If Authority timely notifies Supplier and, if requested by Supplier, returns the Non-Conforming Goods to Supplier in accordance with Supplier's reasonable instructions (within no more than twenty (20) days), Supplier will use commercially reasonable efforts to produce and ship Authority replacement Goods within a reasonable period of time; provided that Supplier may cancel such Order (and refund or credit Authority any prepaid amounts received from Authority) if Supplier has shipped replacement Goods for such Order once before or if Supplier is unable to produce conforming Goods. The foregoing shall be Authority's sole and exclusive remedy, and Supplier's sole and exclusive liability, for any failure of Goods to conform to the Order. If Supplier tests returned alleged Non-Conforming Goods and determines that they did conform to the Order, Supplier may submit samples of such shipment to an independent third party laboratory for testing. If such independent laboratory determines that the alleged Non-Conforming Goods conformed to the Order, Authority shall bear all expenses of shipping and testing such shipment samples and Supplier shall have no obligation to provide replacement Goods. If and only if expressly provided in the Order or the Agreement, the Goods may be fully sequence verified. Notwithstanding the foregoing, in some cases, Supplier will not be able to verify sequences with a high degree of internal repetition or strong secondary structures, and if this is the case, and the Order expressly provides that the Goods will be fully sequence verified, then Supplier will deliver the final Goods length verified if intermediate products have previously been sequence verified, and Goods so verified shall be deemed to conform to the Sequence Submission.

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- (r) **Authority Sequence Information.** To the extent required under an Order, Authority will provide to Supplier certain genetic sequences and related information (“**Sequence Information**”) in its Sequence Submission and/or related documents and correspondence. Authority shall ensure that the Sequence Information is accurate and complete with respect to each Good in the corresponding Order and conforms to the applicable requirements set forth in the Agreement. **Authority Materials.** To the extent required under an Order, Authority shall provide (or have provided) to Supplier the Sequence Submission, Sequence Information and sufficient amounts of materials and information, in each case, in accordance with applicable law, to be used by Supplier to perform under this Agreement (collectively, “**Authority Materials**”) at its sole expense in a prompt and timely manner. Authority represents and warrants that: (i) Authority has all rights, licenses, registrations, consents and permissions required to provide the Authority Materials to Supplier and for Supplier to use such Authority Materials to make and supply the Goods, perform the services in an applicable Research Plan, and otherwise perform under this Agreement; (ii) Authority has the right to have the Authority Materials used, synthesized and made by Supplier hereunder; (iii) all Authority Materials will be de-identified and otherwise stripped of any identifiers of or information that can be used to identify any individual, including but not limited to any “Protected Health Information” as defined in 45 C.F.R. section 164. 103, “Personal Data” as defined in the General Data Protection Regulation (EU) 2016/679, or other information the disclosure of which is prohibited by applicable law or regulation; and (iv) Supplier’s possession and use of the Authority Materials and any Good or Deliverable that Authority orders under and in accordance with this Agreement and the applicable Order or Research Plan shall not violate any applicable laws or other agreements to which Authority is a party, nor require registration or other action under United States Federal Select Agent Program (FSAP) regulations, the United States Export Administration Regulations (EAR) or other biosecurity requirements (collectively, “**Biosecurity Requirements**”), or infringe or misappropriate the intellectual property rights of any third party. Without limiting the foregoing, Authority represents and warrants that no Authority Materials provided, and no Goods or Deliverables ordered, are or contain (x) the full protein coding sequence coding for functional forms of a toxin covered by FSAP or any sequence unique to a FSAP-controlled organism capable of transferring pathogenicity, (y) radioactive isotopes, or (z) hazardous materials. Authority further represents and warrants that it has provided Supplier with all material information regarding any toxic substances or material hazards associated with the handling, transport, disposal, or other usage of the Authority Materials, Goods or Deliverables based on the Authority Materials. Supplier reserves the right (but has no obligation) to screen all Orders, Research Plans and associated Authority Materials to ensure compliance with Biosecurity Requirements (and if applicable, reject or cancel any Orders or Research Plans as appropriate). Authority shall cooperate with Supplier in connection with such screening.
- (s) **Supplier Use of Authority Materials.** To the extent Authority Materials are provided pursuant to a given Order or Research Plan, Authority hereby grants Supplier and its affiliates a nonexclusive license to use and develop the Authority Materials solely to make and supply the Goods under an Order or perform under the applicable Research Plan, for Supplier’s internal synthesis, validation, process improvement and quality control activities, and to otherwise perform under this Agreement in accordance with its terms, and to comply with applicable laws and regulations. Supplier shall have no obligation to return any unused Authority Materials nor shall Supplier have any liability for any damage to or destruction of any Authority Materials. Authority has read and hereby acknowledges Supplier’s published Privacy Policy available at <https://www.twistbioscience.com/privacy-policy>.

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- (t) **Limitations and Restrictions on Use of Goods.** The Goods and Deliverables are intended for internal use only and Authority shall not sell, resell, transfer or distribute the Goods to any third party other than service providers acting on behalf of Authority (and not for the purpose of benchmarking Supplier's Goods against products supplied by such service provider or another vendor) or bona fide collaborators for the commercialization of Authority products (such service providers and collaborators collectively, "**Permitted Transferees**"). Authority shall be solely responsible and liable for any use of the Goods and Deliverables. Authority and/or its Permitted Transferees shall not use any Good or Deliverables in humans to treat or diagnose any condition nor for any other diagnostic or therapeutic purposes, for investigational use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals unless Authority and/or its Permitted Transferees first obtain all necessary and/or appropriate approvals, clearances, authorizations and/or licenses from the FDA or other applicable governmental agency within or outside the United States. In any event, Authority shall use all Goods and Deliverables in accordance with applicable laws, rules, regulations and governmental policies and in accordance with the terms and conditions of this Agreement. Authority also agrees not to (and not to authorize or permit others to) reverse engineer, deconstruct or disassemble any Goods (except to the extent such Goods comprise the nucleotide sequence set forth in the Authority Materials) or Supplier-supplied vectors; provided that, for Goods comprising an antibody library, this restriction does not limit Authority's ability to screen such antibody library, isolate individual antibodies from such library, and reverse engineer, deconstruct or disassemble such antibodies.

4.3 **Services clauses**

- (a) N/A
- (b) N/A
- (c) N/A.
- (d) N/A
- (e) N/A
- (f) N/A
- (g) N/A
- (h) N/A
- (i) N/A

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Authority for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

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- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided and the Supplier agrees to allow Authority to retain this amount while the Parties discuss a resolution.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Authority Cause:
- (a) the Authority cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Authority within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Authority Cause;
 - (c) mitigated the impact of the Authority Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Authority and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow once annually any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Authority and give reasons;
 - (b) propose corrective action;
 - (c) provide a deadline for completing the corrective action.
- 7.6 If the Authority, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Authority may:
- (a) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier

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will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

- (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice
- (c) comply with all conduct requirements when on the Authority's premises.

8.2 Where Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier, in its discretion, may replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 N/A.

8.5 The Supplier indemnifies the Authority against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority (not to be unreasonably withheld or delayed);
- (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection:

- (a) The Supplier warrants and represents that:
- (b) it has full capacity and authority to enter into and to perform the Contract;
- (c) the Contract is executed by its authorised representative;
- (d) it is a legally valid and existing organisation incorporated in the place it was formed; there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 N/A

9.3 The Supplier indemnifies the Authority against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

9.4 non-payment by the Supplier of any tax or National Insurance.

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By Authority. Authority shall indemnify, defend and hold harmless Supplier and its directors, officers, employees, and agents (the “**Supplier Indemnitees**”) from and against any and all Claims brought against any Supplier Indemnitees to the extent resulting from or caused by: (a) the gross negligence, recklessness or willful misconduct of any Authority Indemnitee or Permitted Transferee; (b) the use of any Goods or Deliverables; (c) the infringement or alleged infringement of any third party intellectual property rights arising from the use of any Authority Materials in accordance with this Agreement (or on account of the manufacture or supply of Goods or use in connection with a Research Plan in accordance with such Authority Materials); (d) any of the Authority Materials, Supplier’s compliance with any Sequence Submission or Supplier’s use of any Authority Materials in accordance with this Agreement; or (e) Authority’s breach of its obligations, warranties or representations under this Agreement; except in each case to the extent that a Claim arises out of or results from the gross negligence, recklessness or willful misconduct of any Supplier Indemnitee or Supplier’s breach of its obligations, warranties, or representations under this Agreement.

- 9.5 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must promptly notify the Authority.
- 9.6 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.
- 9.7 **DISCLAIMER.** Except as expressly provided in this **Section 9**, the Services and Deliverables are provided “as is,” and Supplier expressly disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, or warranties arising from a course of performance, dealing or usage of trade. Delivery dates specified in any Order Form are estimates only, and Supplier will not be liable (in contract, tort, or otherwise) for any losses, expenses, claims, or damages caused by a late delivery. Authority acknowledges that the Services provided under this Agreement are experimental in nature, not all Sample matrices have been tested or fully characterized by Supplier, and Supplier does not guarantee the Services will produce any particular outcome or result.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, transferable worldwide licence to use the Supplier's Existing IPR to enable it to:
 - (a) receive and use the Deliverables;
- 10.2 Twist shall retain all right, title, and interest in and to Twist’s intellectual property used or practiced in connection with product, gene or DNA synthesis, assembly and manufacturing, including, without limitation, any suggestions, improvements or modifications to each of the foregoing (collectively, “Twist Manufacturing Technology”), whether or not developed, created or improved by either Party (alone or jointly with others), and Customer agrees to assign and hereby assigns all of its rights, title and interest in and to the Twist Manufacturing Technology to Twist.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 Supplier has the right to use deidentified, aggregated quality metrics generated in performing the Services solely for quality control purposes if such use does not enable the identification of the Authority or its products or services or involve the unauthorized disclosure of any of the Authority’s Confidential Information. For avoidance of doubt, nothing in this Agreement grants Supplier any rights in the Deliverables.

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- 10.6 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:
- (a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.8 **Research Use Only.** Assay Data, Test Results, and Deliverables are provided to the Authority for Research Use Only. The Services are not intended to enable the diagnosis, treatment, or prevention of a disease or medical condition, and Deliverables are not intended to be or to be used in the provision of medical advice.
- 11. Ending the contract**
- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 **Ending the Contract without a reason**
The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.
- 11.4 **When the Authority can end the Contract**
- (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
 - (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.
 - (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification,

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exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4(a) all of the following apply:

- (a) N/A
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

- (a) any indirect losses;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each

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case whether direct or indirect).

- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
 - (d) Authority's liability for breach under clause 4.2.
- 12.4 In spite of clause 12.1, neither Party limits or excludes its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 14.24(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf and such other corporate social responsibility requirements as the Authority may notify to the Supplier from time to time;
 - (b) support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.3 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

- 14.1 The Authority is the Controller, and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-

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site location and send the Authority copies every six Months.

- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Authority.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:
 - (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Authority is at fault.
- 14.9 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.10 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.
- 14.11 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.
- 14.12 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.13 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Supplier's duties under this clause 11;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
or as otherwise allowed by the Contract;
 - (c) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.14 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
 - (a) it has obtained prior written consent of the Authority;
 - (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;

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- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

14.15 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

14.16 Any requirement to notify under clause 14.17 includes the provision of further information to the Authority in stages as details become available.

14.17 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Authority:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

14.18 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

14.19 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Authority their contact details.

14.20 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

14.21 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

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14.22 At any time the Authority can, with 30 Working Days notice to the Supplier, change this clause 14 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

14.23 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

14.24 The Supplier:

- (a) must provide the Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 14.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its

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request.

15.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament;
- (e) under clauses 5.7 and 15.

15.5 For the purposes of clauses 14.2 to 14.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 14.

15.6 Information which is exempt from disclosure by clause 5 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

16.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 15. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required And rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

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20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under clause 19.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 N/A

23.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Authority.

23.3 When the Authority uses its rights under clause 22.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

23.4 The Supplier can terminate the Contract novated under clause 22.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide Details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Authority is not required to accept a variation request made by the Supplier.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

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25.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 25.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 25.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

27. Equality, diversity and human rights

27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Authority reasonably imposes related to equality Law.

27.2 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable law regarding health and safety;
- (b) the Authority's current health and safety policy while at the Authority's premises, as provided to the Supplier.

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28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

29. Environment

29.1 When working on Site the Supplier must perform its obligations under the Authority's current Environmental Policy, which the Authority must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Authority's Environmental Policy.

30. Tax

30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 29.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

30.4 Authority may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Goods, Deliverables or information (including products derived from or based on our Goods, Deliverables or information) to any destination, entity, person or end user in violation of any applicable export control laws or regulations. Authority shall provide assistance and information as needed for Supplier to meet its trade compliance obligations arising from this Contract.

31. Conflict of interest

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31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

31.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

31.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

33.3 Unless the Authority refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

33.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

33.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Business Continuity

34.1 Within the first 90 calendar days of the signature of this contract, the Parties agree to work

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together in good faith to develop a Business Continuity Plan that covers at least the following matter as a minimum:

- (a) Introduction
- (b) Purpose
- (c) Business Continuity Events:
 - i) What the Business Continuity Events cover or include;
 - ii) When the Business Continuity is activated;
 - iii) Records retention;
 - iv) Debriefing and post-incident reports;
 - v) Process for post incident debriefs; and
 - vi) Lessons Identified Report

34.2 Throughout the term, the Supplier shall ensure its Business Continuity Plan provides continuity of the Services pursuant to the terms of this Contract during a Business Continuity Event. The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once during any twelve (12) month period from the commencement date. The Supplier shall in a timely fashion provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan

34.3 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time and the Supplier shall consider them accordingly.

34.4 Should a Business Continuity Event occur at any time, the Supplier agrees to implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation

34.5 During and following a Business Continuity Event, the Supplier shall continue to provide the Services in accordance with this Contract unless the Parties agree that the Supplier is unable to, in sufficient detail to ensure the continuity of Services is maintained throughout the term

35. Review Meetings

35.1 The Parties shall meet on a quarterly basis to review performance under the Contract. The quarterly review meeting.

35.2 Governance meetings may be conducted at Authority Premises, to be notified to the Contractor from time to time, unless otherwise directed by the Authority. All meetings shall have the facility for remote electronic access.

35.3 The Parties shall agree whether quarterly contract performance review meetings shall be held via remote electronic access due to prevailing health and safety considerations.

35.4 The Authority will make a written record of all governance meetings and circulate it to all participants.

35.5 The Contractor shall, at the reasonable direction of the Authority, attend governance group meetings with the Authority and other contractors involved.

36. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.