1. DEFINITIONS
1.1 #C Means the customer and the company receiving the Services.
1.2 “Agreement” means these terms and conditions along with any schedules or addenda agreed by the Parties in writing, including the Quotation.
1.3 “Confidential Information” means all and any specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, information, techniques and know-how which are disclosed by one Party to the other Party in connection with the supply of the Services and marked or labelled “Proprietary”, “Confidential” or “Sensitive” by the disclosing Party at the time of disclosure.
1.4 “Data Protection Legislation” means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 1998 and EC Directive 95/46/EC (up to and including 24 May 2018) and on and from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
1.5 “Data Controller”, “Data Processor”, “Data Subject”, and “Processing” (and variations thereof) have the meanings set out in the Data Protection Legislation.
1.6 “Materials” as set out at paragraph 3 of the Quotation.
1.7 “Oxford” means the company providing the Services.
1.8 “Party” means Oxford or #C (collectively, the “Parties”).
1.9 “Personal Data” means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement.
1.10 “Quotation” means the document containing pricing and other information in relation to the provision of Services prepared by Oxford and attached to these the terms and conditions.
1.11 “Services” as set out at paragraph 1 of the Quotation.

2. SUPPLY OF THE SERVICES

2.1 Within the constraints of the funding provided by #C under clause 4, Oxford shall use all reasonable endeavours to provide #C with the Services.
2.2 Oxford will use all reasonable endeavours to provide the Services in conformity with the timetable described in the Quotation.

3. TRANSFER OF MATERIALS

3.1 #C shall supply Oxford with the Materials and Oxford may use the Materials for the purpose of performing the Services.
3.2 Nothing in this Agreement grants Oxford any rights over the Material (other than as specifically granted by this Agreement).

4. PAYMENT FOR THE SERVICES
4.1 #C will make payment to Oxford for the supply of the Services in the amounts and milestones set out in the Quotation and such payments will be made by #C within days of receipt of an appropriate tax invoice from Oxford.

5. CONFIDENTIALITY
5.1 Each Party will use all reasonable endeavours not to disclose any Confidential Information of the other Party to any third party.
5.2 Neither Party shall incur any obligation under clause 5.1 with respect to information which:
   5.2.1 is known to the receiving Party before receipt from the disclosing Party, and not impressed already with any obligation of confidentiality to the disclosing Party; or
   5.2.2 is or becomes publicly known without the fault of the receiving Party; or
   5.2.3 is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing Party; or
   5.2.4 is independently developed by the receiving Party; or
   5.2.5 is approved for release in writing by an authorised representative of the disclosing Party; or
   5.2.6 the receiving Party is specifically required to disclose by law or pursuant to the order of any court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act, none of the exemptions in that Act applies to the information.
5.3 If either Party receives a request under the Freedom of Information Act to disclose any information, it will notify and consult with the other Party. The other Party will respond within five days after receiving notice if the notice requests assistance in determining whether or not an exemption in the Act applies.

6. Data Protection
6.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause (Data Protection) is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
6.2 To the extent that Oxford Processes any Personal Data as a Data Processor for and on behalf of #C, it shall:
   6.2.1 only Process Personal Data for and on behalf of #C for the purposes of performing its obligations under this Agreement and only in accordance with #C’s written instructions from time to time, unless Oxford is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider (“Applicable Data Processing Law”) to process Personal Data. In such a case, Oxford shall inform #C of that legal requirement before Processing, unless the law prohibits such information on important grounds of public interest;
   6.2.2 inform #C immediately if it considers any of #C’s instructions infringes Data Protection Legislation;
   6.2.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by #C to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised
or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

6.2.4 ensure that any persons who have access to and/or Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

6.2.5 taking into account the nature of the Processing, at #C’s request, assist #C to comply with the obligations imposed on #C by the Data Protection Legislation in relation to: (i) security, breach notifications, data protection impact assessments, and consultations with supervisory authorities or regulators; and (ii) responding to any requests from Data Subjects;

6.2.6 notify #C without undue delay upon becoming aware of any Personal Data breach;

6.2.7 at the written direction of #C, delete or return Personal Data and copies thereof to #C on termination of the Agreement unless required by Applicable Data Processing Law to store the Personal Data;

6.2.8 at #C’s reasonable request: (i) make available to #C evidence to demonstrate Oxford’s compliance with the requirements of this Clause; and (ii) allow for and contribute to audits, including inspections, conducted by or on behalf of #C, on reasonable notice and subject to appropriate confidentiality obligations;

6.2.9 not engage a third party processor of Personal Data under this Agreement (a sub-processor) unless #C in its absolute discretion gives a specific or general written authorisation; and where such consent is given, Oxford:

(a) shall inform #C of any intended changes to a general written authorisation to add or replace processors, thereby giving #C the opportunity to object to such changes;

(b) shall impose data protection obligations that are substantially the same to those set out in this Agreement;

(c) acknowledges that Oxford remains fully liable to #C for the performance of any sub-contracted Processing obligations,

6.2.10 not transfer any Personal Data outside of the European Economic Area (“EEA”) or to an international organisation except:

(a) with the prior written consent of #C and in accordance with any written instructions and terms #C may impose on such transfer to ensure that transfers of Personal Data outside of the EEA have adequate protections in place as set out in the Data Protection Legislation; or

(b) if required by Applicable Data Processing Law.

6.3 Pursuant to clause 6.2.9, those sub-processors approved by #C as at the date of this Agreement are set out in the table in clause 6.4 this Agreement.

6.4 The scope, nature and purposes of Processing by Oxford, the duration of the processing, the types of Personal Data and categories of Data Subject and approved sub-processors are as set out below:
### The subject matter and duration of the Processing
- The subject matter of the processing is for the provision of the services.
- Duration of processing:
  - Genomic data - up to 3 years
  - Contact data - up to 25 years for the purposes set out below.

### The nature and purpose of the Processing
- We will process personal data for the purpose of providing the services.
- In addition:
  - Genomic data - a backup copy is stored by us in case you need it
  - Contact data - stored as a reference point to improve our service to you and for accounting and legal purposes

### The type of Personal Data being Processed
- Genomic data (sequencing and array), name, phone number, email address, work address

### The categories of Data Subjects
- Users of our facility within the University or external academic or commercial groups

### Approved sub-processors
- Evernote, Clarity, Salesforce, LabArchives

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#### 7. ASSIGNMENT
Neither Party may assign any of its rights or sub-contract any of its obligations under this Agreement without the prior written consent of the other Party.

#### 8. TERMINATION
8.1 This Agreement may be terminated by either Party for any breach of the obligations set out in this Agreement, by giving thirty (30) days’ written notice to the other of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the thirty-day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the thirty day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the thirty day notice period in any event.
8.2 Oxford shall have the right to terminate this Agreement by serving written notice on #C in the event that #C has a petition presented for its winding up otherwise than for the purpose of a bona fide amalgamation or reconstruction, or compounds with its creditors, or has a receiver or administrative receiver appointed of all or any part of its assets, or enters into any arrangements with creditors, or takes or suffers any similar action in consequence of debts.

8.3 The termination of this Agreement under clause 8.1 or clause 8.2 shall mean the termination as from the effective date of termination of the obligations imposed on the Parties under clauses 1, 2 and 3. Clauses 5.1 to 5.3 shall survive for three years after the termination or expiry of this Agreement. The remaining clauses shall survive termination or expiry of this Agreement indefinitely.

9. LIMITATION OF LIABILITY

9.1 Oxford will make every effort to supply the Services with reasonable care and skill. However, Oxford is a charitable foundation devoted to education and research; and in order to protect its assets for the benefit of those objects, Oxford imposes the following conditions on the supply of the Services, and the following limits on Oxford’s liability. None of the succeeding sub-clauses will operate to exclude or restrict any liability which Oxford may have for death or personal injury resulting from negligence.

9.2 Oxford makes no representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the supply of the Services, or the content or use of any materials, works or information provided in connection with the supply of the Services, will not constitute or result in infringement of third-party rights.

9.3 Oxford accepts no responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.

9.4 No condition is made or to be implied nor is any warranty given or to be implied as to the quality, life or wear of any materials supplied, or that they will be suitable for any particular purpose or for use under any specific conditions, save for that #C warrants that it has obtained all necessary approvals from the relevant research ethics committee for the carrying out of the Services by Oxford. #C shall provide Oxford promptly with written evidence of such approvals upon Oxford’s written request.

9.5 #C undertakes to make no claim in connection with this Agreement or its subject matter against any employee, student, agent or appointee of Oxford (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which #C might have to claim against Oxford.

9.6 The liability of either Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

9.7 In any event, the maximum liability of Oxford to #C under or otherwise in connection with this Agreement or its subject matter shall not exceed the return of
all moneys provided by #C under clause 4 together with interest on the balance of such moneys from time to time outstanding, accruing from day to day at the Barclays Bank plc Base Rate from time to time in force and compounded annually as at 31 December.

9.8 If any sub-clause of this clause 9 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result either Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this clause 8.

10. NOTICES
Oxford’s representative for the purpose of receiving legal notices shall until further notice be:

The Director
Research Services Office
University Offices
Wellington Square
Oxford OX1 2JD

Oxford’s representative for the purpose of receiving payments, reports and other notices shall until further notice be:

The Administrator
The Wellcome Centre for Human Genetics
University of Oxford
Roosevelt Drive
Headington
Oxford
OX3 7BN

#C’s representative for the purpose of receiving invoices, reports and other notices shall until further notice be the person named as Contact Name under Sequencing Quotation.

11. GENERAL
11.1 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
11.2 Amounts specified for payment in this Agreement are stated exclusive of Value Added Tax. Whenever #C is obliged to make a payment to Oxford under this Agreement which attracts Value Added, sales, use, excise or other similar taxes or duties, #C shall be responsible for paying such taxes and duties.
11.3 If #C fails to make any payment due to Oxford under this Agreement then, without prejudice to Oxford’s other rights and remedies consequent upon breach of this Agreement, Oxford may charge interest on the balance outstanding, accruing from day to day at the rate of four per cent (4%) per annum above the Barclays Bank
plc Base Rate from time to time in force and compounded annually as at 31 December.

11.4 If the performance by either Party of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control, then such Party shall be excused from performance of that obligation for the duration of the relevant event.

11.5 No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination; and no one except a Party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

11.6 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between Oxford and #C or the relationship between them of principal and agent.

11.7 Neither Party shall use the name or any trademark or logo of the other Party in any press release or product advertising, or for any other commercial purpose, without the prior written consent of that Party other; provided, however, that publication of the sums received from #C in Oxford’s Annual Report and similar publications shall not be regarded as a breach of this clause.

11.8 This Agreement constitutes the entire agreement between the Parties for the supply of the Services. Any variation shall be in writing and signed by authorised signatories for both Parties.

11.9 This Agreement shall be governed by English Law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

11.10 If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.