

1. DEFINITIONS

- 1.1 Customer means the party named on the Quotation as 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 data, 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 UK Data Protection Act 2018 and (while effective in the UK or as otherwise applicable), the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), and any successor legislation.
- 1.5 "Controller", "Processor", "Data Subject", and "Processing" (and variations thereof) have the meanings set out in the Data Protection Legislation.
- 1.6 "Materials" as set out in Project Description of the Quotation.
- 1.7 "Oxford" means the Chancellor, Masters and Scholars of the University of Oxford, being the party providing the Services.
- 1.8 "Party" means Oxford or Customer (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 "Security Requirements" means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable.
- 1.12 "Services" as set out in Project Description of the Quotation.

2. SUPPLY OF THE SERVICES

- 2.1 Within the constraints of the funding provided by Customer under clause 4, Oxford shall use all reasonable endeavours to provide Customer 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 Customer 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 Customer 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 Customer within 30 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 Processor for and on behalf of Customer, it shall:

6.2.1 only Process Personal Data for and on behalf of Customer for the purposes of performing its obligations under this Agreement and only in accordance with Customer'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 Oxford ("Applicable Data Processing Law") to process Personal Data. In such a case, Oxford shall inform Customer of that legal requirement before Processing, unless the law prohibits such information on important grounds of public interest;

6.2.2 inform Customer immediately if it considers any of Customer's instructions

infringes Data Protection Legislation;

6.2.3 implement and maintain appropriate technical and organizational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements. If requested by the Customer, Oxford will provide a description of the technical and organizational security measures that Oxford will implement and maintain;

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 Customer's request, assist Customer to comply with the obligations imposed on Customer 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 Customer without undue delay upon becoming aware of any Personal Data breach and implement any measures necessary to restore the security of compromised Personal Data;

6.2.7 at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the retention periods set out in the table in clause 6.4, unless required by Applicable Data Processing Law to store the Personal Data;

6.2.8 at Customer's reasonable request: (i) make available to Customer 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 Customer, 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 Customer gives a specific or general written authorisation; and where such consent is given, Oxford:

(a) shall inform Customer of any intended changes to a general written authorisation to add or replace processors, thereby giving Customer 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 Customer for the performance of any sub-contracted Processing obligations.

Those sub-processors approved by Customer as at the date of this Agreement are set out in the table in clause 6.4 this Agreement;

6.2.10 not transfer any Personal Data outside of the European Economic Area ("EEA") or to an international organisation without putting in place measures to ensure Customer's compliance with the Data Protection Legislation;

6.3 As the Controller in respect of the Processing of Personal Data, Customer shall ensure that:

(a) it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the Personal Data to Oxford in accordance with the terms of this Agreement; and

(b) all fair processing notices have been given (and/or, as applicable, consents

obtained) and are sufficient in scope to allow Customer to disclose the Personal Data to Oxford for the delivery of the Services in accordance with the Data Protection Legislation.

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
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 Customer needs it
The type of Personal Data being Processed	Genomic data (sequencing and array)
The categories of Data Subjects	Individuals whose genomic data is being processed
Approved sub-processors	Salesforce, LabArchives

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, such consent not to be unreasonably withheld.

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 Customer in the event that Customer 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 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 Customer warrants that it has obtained all necessary approvals from the relevant research ethics committee for the carrying out of the Services by Oxford. Customer shall provide Oxford promptly with written evidence of such approvals upon Oxford's written request.

9.5 Customer 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 willful misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which Customer 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 Customer under or otherwise in connection with this Agreement or its subject matter shall not exceed the return of

all moneys provided by Customer 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 9.

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

Customer'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 Customer is obliged to make a payment to Oxford under this Agreement which attracts Value Added, sales, use, excise or other similar taxes or duties, Customer shall be responsible for paying such taxes and duties.

11.3 If Customer 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 Customer 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 Customer 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.