

## Quotation Document

Quotation Date 30/01/2017 Quotes are provisionally valid for 3 months from this date  
Expiry date 30/04/2017

Available  
Quotation Number EGC0000160c  
Enquiry Number E16170  
Prepared by Misti Cooper  
**Edinburgh Genomics**  
**University of Edinburgh**  
Room 2-10, Mary Brück Building,  
King's Buildings, Edinburgh, EH9 3JR  
**0131 650 5512**  
edgenomics-clinical@ed.ac.uk

### Customer Details

Name: Kate Elliott

Address: WTCHG

Roosevelt Drive  
Headington  
Oxford  
OX3 7BN

For Internal Reference Only				
MRF Code Selection	Detailed Description	Unit Price	Quantity	Sub Total
544EGC	Human 30x or 120GB yield WGS, on the HiSeq X, returning Fastq, BAM and gVCF files	£900.00	76	£68,400.00
544EGC	Shipment	£15.00	1	£15.00
			<b>Total</b>	<b>£68,415.00</b>

Confirmation of the Customer VAT status

VAT Selector

Applicable

**VAT** 13,683.00

20%

**Grand Total** £82,098.00

If you wish to proceed with the project quoted here, please contact us at the address above. We will also ask you to arrange for two copies of this quote to be signed by an authorised signatory with authority to purchase the Services on your behalf (i.e. usually a budget holder or principal investigator). Please return one signed original to the address above, and retain the second signed original for your own records. Human samples must have a favourable REC / IRB opinion in place to be accepted by the HiSeq X facility. The PI must sign a statement in the application form that indicates that there is consent for WGS. By signing and returning the Quote you are offering to purchase the Services in accordance with the attached Terms and Conditions.

I confirm that I am a budget holder and have the authority to purchase the Services, and hereby accept and sign this Quote:

Date

Title of Signatory

Signature

Name

### Comments

If you have questions regarding this quotation or the work you would like carried out please contact this number in the first instance: 0131 650 5512.

## Terms and Conditions

**By signing and returning the Quote You are offering to purchase the Services in accordance with the Quote and these Terms and Conditions. Unless agreed by the University (as defined in Clause 1) no amendment made to the Quote by You shall be valid. The Quote and Terms and Conditions shall only be accepted, and a legally binding Agreement (as defined in Clause 2) created, following receipt by the University of a signed and valid Quote from You. The Services (as described in the Quote) shall be undertaken by the University through Edinburgh Genomics, in accordance with the following Terms and Conditions.**

Hereinafter You and the University shall be singularly known as a “Party” and jointly as the “Parties”.

### IT IS HEREBY AGREED AS FOLLOWS:

1. In these Terms and Conditions “the University” shall refer to The University Court of the University of Edinburgh, acting through its Edinburgh Genomics facility, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts. “You” shall be the party identified in the Quote as the purchaser of the Services. Any definitions used in the Quote shall apply in and to these Terms and Conditions, unless expressly stated otherwise.

2. Upon receipt by the University of an accepted and valid signed Quote returned by You without amendment (unless such amendment has been agreed by the University in writing), the Quote, together with these Terms and Conditions, shall constitute a legally binding agreement between the University and You for the provision of the Services (“Agreement”) which shall be deemed to have taken effect from the date of signature of the Quote by You. Any other terms and conditions (including any terms and conditions which You purport to apply under any document) are expressly excluded from this Agreement.

3. The Quote is only valid for 6 months from the date of issue, unless extended at the sole discretion of the University.

4. Where it becomes aware that the supply of Services to You would contravene any relevant export controls, economic sanctions, or other trade embargoes or restrictions imposed by the UN or the EU, the University reserves the right, at its sole discretion, to refuse to deliver the Services.

5. You shall supply the University with the samples, the project information and any other materials necessary to carry out the Services. You shall ensure that the samples comply with the sample submission procedures as detailed in the Sample Submission Requirements document referred to in the Quote and that such samples, together with the project information and any other materials provided, are suitable for use by the University in the supply of the Services. You shall arrange, at Your own expense and risk, for the delivery of the samples, project information and such other materials to the University. You warrant that each sample is correctly identified and in good order. You shall advise the University of any Health And Safety Hazards and any special handling or storage requirements. You agree to fully disclose the nature of the samples being submitted by You (including, but not limited to, whether the samples contain any infectious agents, tissue from protected species or human tissue). The University shall, at all times, have the right to reject any samples.

6. The University shall put samples through quality control procedures prior to commencing the Services. Failure of the samples to comply with the University’s quality control requirements may result in a delay to the commencement and completion of the Services. In the event that any sample fails our quality control procedures You can either (i) provide The University with replacement samples at Your own cost, or (ii) proceed, at Your own risk, with the Services using the submitted samples. No risk shall be borne, nor costs or expenses suffered, by the University in relation thereto. Notwithstanding the foregoing, the University shall, at all times, be entitled, at its sole discretion, to refuse to carry out the Services using samples which have failed its quality control procedures.

7. The University shall use its reasonable endeavours to supply the Services during the Period indicated when we receive your samples. The Period is intended to be an estimate only and time shall not be made of the essence by notice from You. The University shall, in no circumstances, be liable for any losses or damages of any kind

sustained by You following any delay in the supply of the Services or failure by the University to provide the Services during the Period.

8. You shall, at Your own cost and expense, obtain and maintain all necessary licences, permissions, research ethics committee approvals and consents required for the University to be able to perform the Services for You. The University reserves the right to obtain a copy of the relevant documentation. The University may, at Your sole cost and expense, provide reasonable assistance to You in the completion of any documentation or other formalities for the import of Your samples and / or export of the Raw Data and Analyses (where analysis forms part of the Services) generated under the Services (with Raw Data and Analyses defined at Clause 15).

9. Payment shall be made by You no later than thirty (30) days after receiving an appropriate invoice from the University. Unless expressly agreed otherwise, the University shall invoice You on completion of the Services. All payments shall quote the reference contained on the invoice. Unless expressly stated otherwise, payments shall be exclusive of (i) VAT, which shall be charged at the current rate and payable by You and (ii) delivery, postage, packing, sample returns, import/export duties, rates, licence fees and other related charges that are applicable from time to time, which shall be charged in addition to the payments, and payable by You. The University retains the right to alter any payments to take into account any changes in the Services as a result of additional information from You or a further request by You, such additional information or request to be made to the University in writing.

10. In the event You fail to make timely payment, the University may either cease to provide the Services forthwith until payment is made in full or, at its option, treat this Agreement as repudiated.

11. Notwithstanding the terms of Clause 10, You shall pay interest on such payments from the due date until the actual date of payment at the rate of five per centum per annum over the Base Lending Rate of The Royal Bank of Scotland plc from time to time, accruing on a daily basis until payment is received by the University, whether before or after judgement. You shall pay both the interest and the overdue payment.

12. You may disclose information which is of a confidential nature concerning its operations in the course of the Services. Such information will be held in strict confidence by the University and its staff and shall not be used by the University and its staff except in connection with the Services. This restriction does not apply to information which (a) is or at the time of disclosure has become public knowledge through no act or default of the University or its staff; (b) is and can be shown to be already known to the University; (c) was independently developed by the University without recourse to or use of any of Your confidential information; (d) subsequently becomes lawfully available to the University; or (e) is required to be disclosed by law.

13. All pre-existing information and know-how used in connection with the Services shall remain the property of the Party introducing the same.

14. All results and intellectual property rights therein arising in the course of the Services shall be owned by You, except that the University shall retain ownership of any know-how, information and intellectual property rights developed in the course of the Services which relates to the methods, technology and software utilised, developed and/or deployed by the University in the provision of the Services. You agree that the University shall be permitted to

communicate details from the Quote (including, but not limited to, Your identity and the payment to be made in respect of the Services), together with details of the Services, to those of its funders who fund the facilities used to provide the Services, in order for the University to comply with its funding terms and conditions.

15. Unless specifically requested otherwise and referred to in the Quote, the University will store samples provided by You, and derivatives of such samples, for six months from the date of the completion of the services detailed. The University makes reasonable efforts to safeguard data (including Raw Data and Analyses, each as defined below), samples, and derivatives of samples, from any damage or loss. The University shall, in no event, be liable for any damage to, or loss of, any data (including Raw Data and Analyses), sample or sample derivative in its possession or control. The raw data resulting from the Services ("Raw Data"), together with the analyses (where analysis forms part of the Services) ("Analyses"), will be securely archived for three months only following the completion of the Services.

16. Whilst the University will use all reasonable endeavours to ensure the accuracy of the Services performed and of any advice or information given (including the Raw Data and Analyses), it makes no representation or warranty that advice and information given (including the Raw Data and Analyses) by its employees, servants or agents is accurate, or free from defects, latent or patent; nor does it represent or warrant that the use of any advice and/or information (including Raw Data and Analyses) provided in connection with the Services will provide the desired objective or not result in infringement of third party rights and the University does not accept any responsibility whatsoever for infringement of such rights.

17. You shall indemnify and keep indemnified the University, its employees, servants or agents against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by the University, its employees, servants or agents in connection with the Services which arise as a result of or are due to the use by You, or others for whom You are responsible, of the advice and information (including the Raw Data and Analyses) provided by the University, its employees, servants or agents or others for whom it is responsible, in the performance of the Services.

18. The Parties agree and declare that no liability whatsoever, either direct or indirect, shall rest upon the University for the effects of any product or process that may be produced or adopted by You or any other party notwithstanding that the formulation of such product or process may be based upon the Raw Data and/or Analyses generated by the University in performance of the Services. For the avoidance of doubt, (i) neither Party shall be liable to the other for any indirect or consequential damages; and (ii) neither Party excludes, restricts or otherwise limits their liability for (a) any death or personal injury arising from that Party's negligence or (b) for any loss suffered by either Party for the other Party's fraud or fraudulent misrepresentation; or (c) any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). Subject to the foregoing and to the fullest extent permitted by law, all warranties, conditions, representations, liabilities and other terms (whether express or implied by statute or common law) in connection with the Services are excluded from this Agreement.

19. Neither Party shall be liable to the other for any loss or damages arising from prevention or delay in performance of this Agreement where the same is a result of force majeure, provided prompt written notice is sent by the Party so prevented or delayed.

20. You undertake to make no claim in connection with this Agreement or its subject matter against any employee, servant or agent of the University (apart from any claim based on fraud or fraudulent misrepresentation). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which You might have to claim against University.

21. The maximum liability of the University to You under or otherwise in connection with this Agreement or its subject matter shall not, in any event, exceed the return of all monies provided by You under the Quote and Clause 9 of these Terms and Conditions.

22. In the event You wish to present and/or publish the Raw Data and/or Analyses generated by the University in performance of the Services in any way, You shall acknowledge that the Services were carried out by Edinburgh Genomics, the University of Edinburgh or provide such other appropriate reference as communicated by the University from time to time.

23. You shall not assign the Services without the written permission of the University.

24. The University may terminate this Agreement on one (1) months' written notice to You. Either Party shall have the right to terminate this Agreement forthwith by notice in writing to the other in the event of any material or persistent breach by the other Party of any of its duties or obligations hereunder or in the event of failure by the other Party to remedy to the reasonable satisfaction of the Party serving the notice any breach of any of its duties or obligations hereunder within thirty days following written notice requiring it to do so.

25. In the event of (i) Your insolvency, bankruptcy, administration, liquidation or receivership; (ii) You ceasing or threatening to cease trading; or (iii) the sale of the whole or any substantial part of Your business or assets, or (iv) any analogous event or proceeding with respect to You in any jurisdiction to which You are subject, that has an effect equivalent or similar to any of the events mentioned in (i) to (iii) above, the University shall be entitled to terminate this Agreement forthwith.

26. Termination of this Agreement shall not affect the acquired rights and obligations of either Party under this Agreement and all monies due under this Agreement (including any outstanding payments) for the Services performed up to the date of termination, together with all non-cancellable commitments incurred up to such date, shall become immediately due and shall be paid within fourteen (14) days of such date of termination. Clauses 9, 11, 13 to 22 (inclusive) 26 to 34 (inclusive) and 36 shall survive termination or expiry of this Agreement.

27. Nothing in this Agreement shall: - (i) be deemed to prevent the University from providing services of a nature similar to the Services on behalf of any third party.

28. The University is an independent contractor to You and nothing in this Agreement shall be construed as constituting any partnership or employment relationship between the University and You, or establishing the University as an agent or representative of You.

29. Subject to Clauses 14 and 22, neither party shall use the other party's name in any public announcements, advertising or publicity of any kind without such other party's prior written approval.

30. No variation or amendment of this Agreement shall bind either Party unless agreed between the Parties and made in writing and signed by authorised representatives of the Parties.

31. Failure by either Party to enforce at any time or for any period any condition of this Agreement does not constitute and shall not be construed as a waiver of such condition and shall not affect the right later to enforce such condition and any other condition.

32. If any part or the whole of any condition of this Agreement is held to be invalid or unenforceable by any legislation or legal authority, the remaining portion of such condition and the rest of this Agreement shall remain in force and effect as if this Agreement had been granted with no such provision.

33. This Agreement constitutes the entire agreement and understanding between the Parties in respect of the subject matter hereof and the Parties accept that no other conditions shall apply to the provision of the Services, unless expressly stated in writing by the Parties to supersede or amend this Agreement.

34. You agree and undertake that You shall not, and shall require that Your employees shall not, take any action in violation of the Bribery Act 2010 (as may be amended from time to time) ("Act"), nor take any action that would cause You or the University to be in violation of the Act. In the event that You become aware of, or reasonably suspects, such action to have occurred, You shall immediately notify the University who may, at its sole discretion, terminate this Agreement.

35. Any notices to be sent under this Agreement shall be sent to the address set out in the Quote in the case of the University and, in Your case, to the person to who the Quote is addressed

36. The Agreement shall be governed by and construed in accordance with Scots Law. Each Party irrevocably agrees to submit to the non-exclusive jurisdiction of the Scottish Courts over any claim or matter arising under or in connection with the Agreement or the legal relationships established by the Agreement.

[end]