

**GENOME RESEARCH LIMITED OPERATING AS THE WELLCOME
SANGER INSTITUTE**

- and -

**THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF
OXFORD**

- and -

THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

NOVATION AGREEMENT

THIS NOVATION AGREEMENT IS MADE BY AND BETWEEN:

- (1) **GENOME RESEARCH LIMITED OPERATING AS THE WELLCOME SANGER INSTITUTE** of Gibbs Building, 215 Euston Road, London, NW1 2BE (“the **Original Contractor**”)
- (2) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** of University Offices, Oxford, Oxfordshire, OX1 2JD (“the **New Contractor**”)
- (3) **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE** of 39 Victoria Street, Westminster, London, SW1H 0EU (“the **Authority**”).

WHEREAS:

- A. The Original Contractor (then operating as the Wellcome Trust Sanger Institute) and the Authority entered into a research contract relating to **NIHR Global Health Research Unit on Genomic Surveillance of Antimicrobial Resistance, Wellcome Trust Sanger Institute**, being application number **16/136/111**, dated **25 May 2017**, which was extended to 30 September 2021 by Variation No.1 dated 8 September 2020 (“the **Contract**”);
- B. The parties have agreed to novate the Original Contractor’s rights and obligations under the Contract to the New Contractor on the terms set out in this Novation Agreement;
- C. Following the novation effected by this Agreement, the Authority and the New Contractor intend to extend the Contract to 31 March 2022.

NOW THIS AGREEMENT WITNESSES:

1. In consideration of the mutual promises set out in this Agreement, the parties agree that with effect from **30 September 2021** (“the **Effective Date**”):
 - 1.1. except as expressly stated in clause 2 in respect of Payment 14, the Original Contractor transfers all its rights and obligations under the Contract to the New Contractor;
 - 1.2. the New Contractor shall enjoy all the rights and benefits of the Original Contractor under the Contract, and all references to the Original Contractor in the Contract shall be read and construed as references to the New Contractor;
 - 1.3. the New Contractor will perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Original Contractor;
 - 1.4. the Authority will perform the Contract and be bound by its terms in every way as if the New Contractor were the original party to it in place of the Original Contractor;
 - 1.5. except as expressly stated in clause 2 in respect of Payment 14, each of the Authority and the Original Contractor releases the other from all its future obligations under the Contract;
 - 1.6. nothing in this Agreement shall affect or prejudice any claim or demand that either of the Original Contractor or the Authority may have against the other that relates to matters arising before the Effective Date; and

- 1.7. except as otherwise expressly stated in this Agreement, the Contract will in all other respects continue on its existing terms.
2. The parties agree that the Appendix 1 to Section 4 of the Contract shall be replaced with the version attached to this Agreement, which shows payments made to date and estimated payments for the future. In particular Payment 14 (currently estimated as £156,181.00) will be made by the Authority to the Original Contractor once the financial reconciliation for the period ending on 30 September 2021 has been completed, which is expected to be by [30 November 2021] but no later than 31 December 2021.
3. The New Contractor will perform a financial reconciliation of expenditure for GHRUG Project: 16/136/111 by the four LMIC partners for the period 01 October 2021 to 31 March 2022. In the event that this reconciliation identifies an underspend by one or more of the LMIC partners, the New Contractor will either (i) return the amount of the underspend to the Authority or (ii) set off the underspend against any future payments to the relevant LMIC partner(s) under any Authority funded project.
4. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

SIGNED for and on behalf of the ORIGINAL CONTRACTOR

DocuSigned by:
By..... [Redacted]
Name..... [Redacted]
Position Held..... General Counsel
Date 08-Sep-2021 | 8:05 PM BST

SIGNED for and on behalf of the NEW CONTRACTOR

DocuSigned by:
By..... [Redacted]
Name..... [Redacted]
Position Held..... Research Contracts Lead
Date 09-Sep-2021 | 7:35 AM BST

SIGNED for and on behalf of the AUTHORITY

DocuSigned by:
By..... [Redacted]
Name..... [Redacted]
Position Held..... Contracts Manager
Date 09-Sep-2021 | 9:34 AM BST

Appendix 1 to SECTION 4: FINANCIAL ARRANGEMENTS

PAYMENT SCHEDULE

Project: NIHR Global Health Research Unit on Genomic Surveillance of Antimicrobial Resistance, Wellcome Trust Sanger Institute

Project Ref: 16/136/111

DoH Ref: 124324

It is intended that the indicated amounts will be paid by the Authority to the Contractor within thirty (30) days of the dates listed.

No.	Date of payment	Organisation	Amount
1	30 Sep 2017	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£9,605.00
2	31 Dec 2017	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£32,415.00
3	31 Mar 2018	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£916,884.00
4	30 Sep 2018	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£1,058,352.00
5	31 Dec 2018	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£624,843.00
6	30 Sep 2019	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£95,046.00
7	31 Dec 2019	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£253,441.00
8	31 Mar 2020	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£925,823.00
9	30 Jun 2020	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£322,668.00
10	30 Sep 2020	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£429,389.00
11	31 Dec 2020	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£1,097,453.00
12	31 Mar 2021	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£12,892.00
13	30 Jun 2021	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£612,452.00
14	Upon Approval of Submitted Novation FSTOX (expenditure 01 August 2017 to 30 September 2021)	Genome Research Limited operating as the Wellcome Trust Sanger Institute	£156,181.00*
15	Upon Approval of Submitted Final FSTOX (expenditure 01 October 2021 to 31 March 2022)	The Chancellor Masters and Scholars of the University Of Oxford	£315,927.26
TOTAL of all payments			£6,863,371.26
Of which are Patent Costs			£

* Current estimate – may be adjusted by agreement between Authority and Original Contractor

An appropriate inflation uplift may be added by the Authority to these payments.

Upon conclusion of the Research, the Contractor shall submit a Final Statement of Expenditure to the Authority, accounting for all costs properly incurred under the Contract. Only upon receipt of this document, and with agreement from the Authority's Representative, will the final payment of any outstanding funds be made.