UCL**C**

CONSULTANCY SERVICES AGREEMENT

UCL Consultants Limited shall provide consultancy services to the Client under the following terms and conditions:

A	**UCL Consultants Limited** (Company No. 03332258), whose registered address is 90 Tottenham Court Road, London, W1T 4TJ, United Kingdom ("**UCLC**")
B	**Nacionalinė visuomenės sveikatos priežiūros laboratorija** (NVSPL); state budgetary institution; Zolyno st. 36, Vilnius, LT-10210, Lithuania; 195551983. (the "**Client**")
	Jelena Razmuk, Project Manager, jelena.razmuk@nvspl.lt (the "**Client Contact**")
C	UCLC shall provide the following Services: Provision of 2 workshops **Subject: Oxford Nanopore Technologies sequencing workshop (microbiology)** **Subject: Whole Genome Sequencing of Viruses (Illumina)** (the "**Services**")
D	Consultant(s) who shall undertake the Services for UCLC: Prof Tim McHugh, Dr Rachel Williams (the "**Consultant**")
E	The Services are intended to commence on 15th September 2025 (the "**Commencement Date**")
F	Subject to clause 2 below, this Agreement shall expire on 31st December 2025 (the "**Completion Date**")
G	The Client will pay UCLC the following amounts at the following intervals: A maximum of £24,000; 50% on contract signature, 50% on completion of the services (the "**Price**") **Client payment information** Client VAT registration number: LT100017608018 Client invoicing contact: Jolanta Rimsevic Client invoicing email: jolanta.rimsevic@nvspl.lt Client invoice address (if different to registered address): - Client PO number (if applicable): Not applicable
H	UCLC shall be entitled to charge the Client additionally for expenses reasonably incurred in the performance of the Services: No

		(the "**Expenses**")
I	The Services may be terminated on written notice of one month.	

AGREED by the Parties through their authorised signatories:

For and behalf of **UCL Consultants Limited**   For and behalf of **Client**

Signature	Signed by: *Trish Greenan* 36F3F6BE74BA457...	Signature	Signed by: *Svajune* A437A41E2A5D48E...	
Name	Trish Greenan	Name	Svajūnė Muralytė	
Position	Director of Legal	Position	Acting Director	
Date	03-Sep-2025 | 16:13 BST	Date	04-Sep-2025 | 11:49 BST	

Terms and Conditions

1. **Definitions.** The following words shall have the following meanings:

1.1. The definitions **Client, Client Contact**, **Commencement Date, Completion Date, Consultant**, **Expenses, Price, Services,** and **UCLC,** have the meanings set out above.

1.2. **Affiliate** means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this Agreement, 'control' means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, UCLC is a wholly owned subsidiary company and an Affiliate of UCL.

1.3. **Agreement** means the contract which is formed by the Parties' acceptance of these terms and conditions herein.

1.4. **Background** means all information, techniques, know-how, software, materials (regardless of the form or medium in which they are disclosed or stored) and any other Intellectual Property which, subject to this Agreement, may be used in connection with the Services whether before or after the date of this Agreement, except any Deliverables.

1.5. **Client Background** means Background owned by or licensed to the Client (other than pursuant to this Agreement).

1.6. **Confidential Information** means any and all information, including Deliverables, Background, and information relating to the business or affairs of the Party, provided directly or indirectly by one Party to the other Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations, whether before, on or after the date of this Agreement and which in each case at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence and any copy of the foregoing. For the avoidance of doubt, any and all information relating to the costing or pricing policy of the Services and any internal budget breakdown of UCLC or its Affiliates generally, shall be considered Confidential Information.

1.7. **Data Protection Laws** means all applicable laws relating to privacy and data protection, including (without limitation) the EU General Data Protection Regulation (2016/679), the Data Protection Act 2018, the EU Privacy and Electronic Communications Directive (2002/58/EC) as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.8 **Deliverables** means as defined in Schedule 1.

1.8. **Intellectual Property** means all intellectual property rights including without limitation inventions, patents, utility models, designs (both registered or unregistered), database rights, copyrights (and related rights) and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and all future rights of such nature.

1.9. **Party** means UCLC or the Client (together, the "**Parties**").

1.10. **UCL** means University College London.

1.11. UCLC Background means Background owned by or licensed to UCLC.

1.12. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

1.13. A reference to a statute or statutory provision (including all subordinate legislation) is a reference to it as amended, extended or re-enacted from time to time.

2.   Duration and Termination

2.1.   This Agreement shall take effect on the Commencement Date and UCLC shall use its reasonable endeavours to procure completion of the Services by the Completion Date, or such other date as may be agreed by the Parties.

2.2.   This Agreement may be terminated by either Party giving written notice to the other as specified in clause I above.

2.3.   UCLC may terminate this Agreement immediately on notice to the Client where required to do so under the UK's National Security and Investment Act 2021.

2.4.   If the Consultant is or becomes unavailable to complete the Services and UCLC is unable to provide a suitable replacement, this Agreement may be terminated by either Party giving written notice to the other Party, such notice to take effect either forthwith or as specified in the notice.

2.5.   Either Party may also terminate this Agreement forthwith if the other Party:
   (a)   commits a material breach of the terms or conditions of this Agreement and in the case of a breach capable of remedy within 30 days, does not remedy the breach within 30 days of notice from the terminating Party specifying the breach and requiring it to be remedied; or
   (b)   compounds or makes arrangements with its creditors or goes into liquidation (voluntarily or otherwise) other than for the purpose of a bona fide reconstruction or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its business or assets or if any similar or analogous event occurs.

2.6.   In the event of termination in accordance with clause 2.5 above, the rights, benefits and licences granted or agreed to be granted herein to the Party in receipt of notice to terminate shall automatically be deemed terminated or cease forthwith upon such termination and any rights assigned or agreed to be assigned shall automatically be reassigned to the Party terminating this Agreement. Nothing in this clause shall affect any rights or licences granted or agreed to be granted under this Agreement to the Party terminating this Agreement by the other Party.

2.7.   On termination of this Agreement, the Client, within 30 days of receipt of a UCLC invoice, shall pay to UCLC:
   (a)   any payment which was due to UCLC prior to the date of termination but which was not paid prior to termination; and
   (b)   a proportion of the next payment (if any) falling due after the date of termination reflecting UCLC's actual expenditure on the Services prior to the date of termination and any non-cancellable commitments entered into by UCLC for the performance of the Services.

3. Price and Payment

3.1. Where the Price is quoted on a daily rate basis, a day shall mean 7 hours work. Any hours worked beyond 7 hours in a day shall be charged pro-rata to the Client.

3.2. UCLC shall be entitled to charge for any reasonable costs incurred in connection with any variation in or delay to the Services resulting from the Client's instructions or lack of instructions.

3.3. In consideration of the Services to be provided by UCLC to the Client, the Client shall pay to UCLC the sums described in clause G above in accordance with the payment provisions set out in that clause, and shall pay any Expenses as set out in clause H above.

3.4. All sums due under this Agreement:
  (a) are exclusive of Value Added Tax which shall be paid by the Client to UCLC as applicable and at the current rate in addition to any amount or rate quoted;
  (b) shall be paid on the due date(s) by the Client to UCLC as specified in clause G above or no more than 30 days after receipt of UCLC's invoice;
  (c) shall be made by the Client in accordance with the instructions and in the currency as set out in UCLC's invoice;
  (d) All payments shall quote UCLC's invoice number.

3.5. For the avoidance of doubt, the Client shall make all payments under this Agreement without the withholding or deduction of any tax unless required by law. If any such withholding or deduction is required, the Client shall, when making the payment to which the withholding or deduction relates, pay to UCLC such additional amount as will ensure that UCLC receives the same total amount that it would have received if no such withholding or deduction had been required.

3.6. Without prejudice to any other right or remedy available to UCLC, UCLC reserves the right to charge interest in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

4. Confidential Information

4.1. Each Party shall keep confidential and secret any and all Confidential Information acquired in connection with the Services.

4.2. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party shall be responsible for ensuring that its officers and employees comply with the provisions of this clause. If a Party intends to use the services of subcontractors or third parties to work on, advise or manage any aspect of the Services, that Party shall first ensure such subcontractors or other third parties sign legally-binding agreements requiring them to abide by conditions of confidentiality no less onerous than those set out in this Agreement.

4.3. In the event of one Party visiting any premises of the other Party, the visiting Party undertakes that any information which may come to its knowledge as a result of any such visit, inclusive of the form, materials and design of the various elements of any relevant plant or equipment which may be seen at such establishments as well as all the plant as a whole, the methods of operation thereof and the various applications thereof, shall be kept strictly confidential and shall be regarded as Confidential Information for the purpose of this Agreement.

4.4. The obligations in clauses 4.1, 4.2 and 4.3 shall not apply to Confidential Information, disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), where the Receiving Party can clearly demonstrate that the information:

(a) was in the public domain prior to its disclosure or enters into the public domain after disclosure otherwise than by default of the Receiving Party;

(b) becomes known to the Receiving Party by action of a third party not in breach of any obligation of confidentiality to the Disclosing Party;

(c) was in the Receiving Party's possession before receipt from the Disclosing Party and was not acquired directly or indirectly from the Disclosing Party;

(d) was independently developed by or for the Receiving Party at any time, independently of the Confidential Information disclosed to it by the Disclosing Party;

(e) is required to be disclosed by law, government regulation or court order (including without limitation to enable UCLC to comply with its obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004). In such cases, the Receiving Party shall wherever practicable give reasonable advance notice of the intended disclosure to the other Party and shall limit the disclosure to the extent legally required.

4.5. The provisions of this clause 4 shall survive any termination of this Agreement for a period of 5 years from termination.

5. Intellectual Property

5.1. The Parties warrant that as far as they are aware (i) they have the necessary rights to grant the licenses under clause 5 of this Agreement and (ii) that in granting such licences they will not knowingly infringe the Intellectual Property of any third party.

5.2. Subject to clause 5.2 below, all Background used in connection with the Services shall remain the property of the Party (or its licensors) who introduces it and no licence is granted to either Party's Background unless specifically agreed to in writing. Neither Party will use the other Party's Background except as permitted under the terms of this Agreement.

5.3. UCLC shall grant the Client a non-exclusive, non-transferable licence to use UCLC Background solely for the duration of this Agreement and solely for performance of the Services. The Client shall not be entitled to use UCLC Background for any other purpose.

5.4. UCLC shall disclose all Deliverables to the Client within a reasonable time following their creation, and with effect from payment of the full Price for all Services provided under this Agreement UCLC hereby assigns the Intellectual Property in the Deliverables to the Client. The Parties shall be free to use their general skills, know how, and expertise, and to use, disclose, and employ any ideas, concepts, know how, methods, methodology, techniques, or skills gained or learned before or during this Agreement, in the course of academic, consultancy or other work outside this Agreement.

5.5. Further, UCLC shall at the request and expense of the Client execute all such documents, deeds, matters, acts and things as the Client may at any time reasonably require to give effect to such assignment to the extent that any Intellectual Property in the Deliverables cannot be assigned prospectively provided always that payment of the Price has been made in full by the Client.

5.6. In connection with provision of the Services, the Client shall grant UCLC a non-exclusive, royalty-free, sub-licensable licence to use and to allow the Consultant to use the Client

Background and, to the extent necessary, to use any Intellectual Property in the Deliverables.

5.7. The Client hereby grants UCLC and its Affiliates a royalty-free, non-exclusive licence to use the Deliverables for research and teaching purposes and for the purposes of publication subject to clause **Error! Reference source not found.** of this Agreement.

6. Data Protection

6.1. Both Parties shall comply with Data Protection Laws.

6.2. In this clause 6, the terms "personal data", "process", "controller", "processor", "data subject", "joint controller" and "supervisory authority" shall have the meanings set out in the Data Protection Laws.

6.3. Where UCLC processes personal data on behalf of the Client under or in connection with this Agreement, UCLC shall be a processor and:
(a) UCLC shall only process such personal data in accordance with the Client's documented instructions as set out in Schedule 2 to this Agreement, including with regard to transfers, unless required to do otherwise by applicable law. In which event, UCLC shall inform the Client of the legal requirement before processing the personal data other than in accordance with the Client's instructions, unless legally prohibited from doing so;
(b) UCLC shall ensure that its Consultants are subject to appropriate obligations of confidentiality;
(c) UCLC shall, taking into account the nature of the Services, provide reasonable assistance to the Client, insofar as this is possible and at the Client's cost, for the fulfilment of the Client's obligations under the Data Protection Laws in respect of data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; and the fulfilment of data subject's rights;
(d) UCLC shall, on termination of this Agreement, upon the Client's request, return or delete all such personal data, and delete any existing copies in its possession unless required to retain such personal data under applicable law;
(e) the Client consents to UCLC engaging the Consultant and subcontractors, to process such personal data on its behalf ("**Sub-processors**"). UCLC shall ensure Sub-processors are subject to contractual obligations which are equivalent to those imposed on UCLC under this clause 6.3. UCLC shall inform the Client of any intended changes concerning the addition or replacement of any Sub-processor within a reasonable time prior to implementation of such change. In the event of the Client objecting to such change, UCLC shall make reasonable efforts to address the Client's concerns (including making reasonable efforts to find an alternative Sub-processor). UCLC shall remain liable for the performance of any Sub-processor's obligations;
(f) the Client acknowledges and agrees that such personal data may be processed by Sub-processors outside the European Economic Area or the country where the Client is located in order to carry out the Services and UCLC's other obligations under this Agreement. UCLC shall ensure that any such transfers are compliant with the Data Protection Laws.
(g) UCLC shall use appropriate technical and organisational measures to protect the personal data stored within UCLC infrastructure against unauthorised and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration;
(h) UCLC shall maintain complete and accurate records and information to demonstrate its compliance with this clause 6.3 and allow for audits by the Client

or the Client's designated auditor (bound by appropriate obligations of confidentiality) and immediately inform the Client if, in the opinion of UCLC, an instruction infringes the Data Protection Laws.

(i) UCLC shall notify the Client without undue delay of any accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, such personal data ("**Security Breach**"). UCLC shall provide the Client with reasonable assistance in relation to the Security Breach, including the provision of such information as is known to UCLC regarding the nature of the breach and the categories and approximate number of data subjects and records concerned; and

(j) the personal data processing activities shall be as set out in Schedule 2 to this Agreement.

7. Visits and Property

7.1. Subject to clause 11, UCLC shall not be liable for any loss, destruction of or damage to items or property provided by the Client to UCLC on whatever terms in connection with the Services, except if caused by the negligence of UCLC.

7.2. The Client shall provide adequate insurance to cover the Consultant whilst s/he is visiting or working on the Client's premises or property and shall make the Consultant aware of any health and safety issues that may affect the Consultant whilst visiting or working on the Client's premises or property.

8. Publicity and Publication

8.1. Subject to clause 8.4 below, neither Party shall use the name, crest, logo, trademark or registered image of the other Party nor the name of any employee, member of staff or student of the other Party or an Affiliate for any purpose without the express written permission of the other Party or individual, except that nothing in this clause shall restrict, delay, impede or prevent a Party from using the other Party's name when making statutory disclosures under the Freedom of Information Act 2000 or any subsequent re-enactment or modification thereof.

8.2. The Consultant shall have the right to publish the Deliverables, in accordance with normal academic practice, subject to the prior written consent of the Client. Such consent shall not be unreasonably withheld, conditioned or delayed.

8.3. Notwithstanding clause 8.2 above, the Client recognises that in accordance with any academic appointment held by the Consultant, the Consultant may wish to submit publications for assessment under the U.K. Government's Research Excellence Framework ("**REF**"). The Client agrees that such publications may be made available for REF assessment subject to the REF assessor/s being bound by written terms of confidentiality no less onerous than those under clause 4 above.

8.4. Subject to clause 4 above, the Client hereby agrees that UCLC and/or its Affiliate can in discussions with prospective clients and in its promotional materials make reference to having undertaken work for the Client including a brief description of that work. The Client may withdraw permission for UCLC and/or its Affiliate to use its name in this manner at any time by giving written notice.

9. Signature/Amendment

9.1. The Client acknowledges and agrees that no signature other than that of an authorised signatory of UCLC shall make this Agreement binding on UCLC.

9.2. No variation, amendment or addition to the terms of this Agreement can be made unless it is in writing and signed by an authorised signatory of UCLC.

10. Performance of the Services

10.1. UCLC shall use all reasonable efforts to procure the performance of the Services commensurate with the highest standards of research, scientific and academic practice.

10.2. The terms and conditions of this Agreement are agreed to be in lieu of any warranties, obligations or conditions implied by law, trade usage, custom or otherwise as to the merchantable quality or the fitness of any particular purpose of the Services being supplied herein.

10.3. Any advice given or report issued by or on behalf of UCLC is provided solely for the Client's use and benefit and only in connection with the purpose in respect of which the Services are provided. In no event, shall UCLC assume any responsibility whatsoever to any third party to which any advice or report is disclosed or otherwise made available.

11. Limitation of Liabilities

11.1. Neither Party shall be liable to the other Party for any damage, dispute or injury arising during the performance of the Services unless caused by the wilful act, negligence or default of an employee, student, sub-contractor, consultant or agent of that Party.

11.2. Neither Party shall be liable to the other Party for (i) any indirect or consequential losses, damages, claims or demands arising out of this Agreement, including without limitation any economic loss or (ii) other loss of income, profits, business, opportunity or goodwill no matter how arising, whether by breach or by negligence and whether in contract, tort or otherwise.

11.3. UCLC's aggregate liability to the Client under or in connection with this Agreement and/or the performance of the Services for any loss or damage suffered or incurred by the Client as a result of UCLC's breach of contract, negligence or otherwise, howsoever arising, shall be limited to the sums received or payable to UCLC under this Agreement in the calendar year in which such liability arises. The Parties recognise this is a reasonable sum, bearing in mind the Parties' risk and ability to insure. This clause shall not limit or exclude any liability that as a matter of the laws of England and Wales may not be limited or excluded, such as liability for death or personal injury caused by negligence.

12. Indemnities. The Client shall indemnify UCLC from and against any claims or suits made or threatened by a third party against UCLC arising from or in connection with this Agreement, the provision of the Services or the use of the Deliverables or any other products or services offered or provided by the Client arising from the provision of the Services, save to the extent the claim or suit arises solely as a result of the negligence or default of UCLC.

13. Notices. Any notices required to be given under this Agreement must be in writing and delivered to the addresses specified at clauses A and B above or to such other addresses as the Parties may specify in writing. Any reference in this Agreement to writing or written includes email, but does not include fax (facsimile).

14. Anti-Bribery. The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Bribery Act**") and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act or the Criminal Finance Act 2017 if such activity, practice or conduct had been carried out in the United Kingdom ("**UK**"). The Parties will comply with UCL's Anti-Corruption and Bribery Policy in force from time to time. The Parties will promptly report to each other any request or demand for any undue financial or other advantage of any kind received

by them in connection with the performance of this Agreement. The Parties shall ensure that any person associated with them who is involved in this Agreement acts in accordance with the terms of this clause 14. Breach of this clause 14 shall be deemed a material breach of the Agreement justifying immediate termination of this Agreement.

15. **Conflict of Interest**. UCLC agrees to notify the Client if, at any time during the continuance of this Agreement, it becomes reasonably aware of the likelihood of the Consultant undertaking any consultancy services which may cause a conflict of interest between the Consultant's duties herein and his/her obligation to a third party. In the event of a conflict or potential conflict, the Parties agree to amend the Services to avoid any conflict or, where this is not possible or viable, to terminate the Services forthwith on written notice and in accordance with clause 2.7 above.

16. **Non-assignment**. The Client may not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of UCLC. UCLC may not assign, delegate or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the Client save as provided for by this Agreement. UCLC may subcontract its obligations under this Agreement without the prior written agreement of the Client.

17. **Force majeure**
17.1. **Force Majeure Event** means any circumstance not within UCLC's reasonable control including, without limitation:
   (a) acts of God or other natural disaster;
   (b) epidemic or pandemic;
   (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
   (d) nuclear, chemical or biological contamination or sonic boom;
   (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
   (f) collapse of buildings, fire, explosion or accident;
   (g) any labour or trade dispute, strikes, industrial action or lockouts;
   (h) non-performance by suppliers or subcontractors;
   (i) interruption or failure of utility service;
   (j) any delays or failures by the Client to give adequate instructions or approvals;
   (k) if UCLC's personnel, Consultants, suppliers or subcontractors are advised against travel to any location required for the Services by the Foreign and Commonwealth Office in London; and
   (l) if UCLC is unable to obtain appropriate insurance for the Services.

17.2. If UCLC is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, UCLC shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. At UCLC's discretion the time for performance of such obligations shall be extended and UCLC may deliver the Services by reasonably alternative means.

17.3. If the Force Majeure Event prevents, hinders or delays UCLC's performance of its obligations for a continuous period of more than 4 weeks, UCLC may terminate this Agreement by giving 4 weeks' notice to the Client.

18. **Assistance and delay by the Client**. The Client shall provide all information and materials sufficient in the reasonable opinion of UCLC to enable UCLC to proceed with the Services on or after the Commencement Date. If at any time in the reasonable

opinion of UCLC such information and/or materials are not provided in a timely fashion then UCLC may alter the Commencement Date or the Completion Date or terminate this Agreement as provided for under clause 2 of this Agreement.

19. **Independent Contractor**. This Agreement is not intended to establish, and shall not be construed by either the Client or UCLC as establishing any form of business partnership between themselves. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make commitments on the other's behalf.

20. **Dispute Resolution and Jurisdiction**. This Agreement and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to accept any dispute or claim that arises out of or in connection with its subject matter or formation (including non-contractual disputes or claims).

21. **Validity**. If any provision of this Agreement is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

22. **Third Parties**. This Agreement does not in any way whatsoever entitle a person who is not a party to this Agreement (including, without any limitation, any employee, officer, agent or representative) to enforce or amend any term or condition of this Agreement, which expressly, or by implication, confers a benefit on him/her pursuant to the Contracts (Rights of Third Parties) Act 1999, without the prior written agreement of both Parties.

23. **Survival.** On termination of this Agreement, the following clauses shall continue in force: clause 4 (Confidential Information) (subject to clause 4.5), clause 5 (Intellectual Property), clause 6 (Data Protection), clause 8 (Publicity and Publication), clause 11 (Limitation of Liabilities), clause 12 (Indemnities), clause 13 (Notices), clause 200 (Dispute Resolution and Jurisdiction), clause 222 (Third Parties) and clause 233 (Survival).

24. **Entire Agreement**. This Agreement, including any attachments, supersedes all other agreements, understandings and representations whether written, oral, express or implied between the Parties regarding the Services and constitutes the entire agreement between the Parties concerning the Services and constitutes the sole basis on which they have entered into this Agreement.

Schedule 1

The Centre for Clinical Microbiology (CCM) and UCL Genomics (UCLG) will provide two workshops, details given below.

Workshop 1
Provided by Centre for Clinical Microbiology
Subject: Oxford Nanopore Technologies sequencing workshop (microbiology)

Short description and key topics
The workshop will cover the use of Oxford Nanopore sequencing and focus on the surveillance of bacterial pathogens. The key topics will include sample collection and extraction, metagenomics, 16S sequencing and an introduction to bioinformatics

Course duration and timeline
The workshop is scheduled for 15 -19th September 2025 and will run for up to 5 days (up to 40 hours).

Workshop 2
Provided by UCLG
Subject: Whole Genome Sequencing of Viruses (Illumina)

Short description and key topics
The workshop will cover the use of targeted enrichment for WGS of DNA and RNA viruses for Illumina. The key topics will include short read sequencing technologies, the different approaches for viral WGS, detailed description of the Agilent bait capture protocol with associated lab work, and an introduction to bioinformatics.

Course duration and timeline
The workshop will be held in October 2025 and run for up to 5 days (up to 40 hours).

Deliverables for both Workshops
The workshops will be held at the National Public Health Surveillance Laboratory (Zolyno st. 36, Vilnius, Lithuania), and consist of theory and practical sessions. The theory sessions will have capacity for up to 10 people, and the laboratory sessions for up to 6 people. All participants will be provided with course material for all sections of the workshops, together with certificates upon completion.

Schedule 2 – Personal Data Processing

The data processing activities carried out by UCLC under this Agreement are as follows:

Subject-matter of Processing:	Processing of personal data related to workshop participants attending the Oxford Nanopore Technologies sequencing workshop and Whole Genome Sequencing of Viruses workshop.
Duration of Processing:	From the Commencement Date (15th September 2025) until the Completion Date (31st December 2025).
Nature and purpose of Processing:	Collection and processing of participant information for workshop registration, attendance tracking, issuing of certificates, and communication regarding the workshops.
Categories of Personal Data:	Names, contact information (email addresses), professional affiliations, attendance records, and completion status for certification purposes.
Categories of Data Subjects:	Workshop participants attending the Oxford Nanopore Technologies sequencing workshop and the Whole Genome Sequencing of Viruses workshop.