



Quotation Number: 4362748


Quotation Date: Jul 16 2021

Expiration Date: Aug 15 2021

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**Illumina, Inc**  
5200 Illumina Way  
San Diego CA 92122-4616  
USA  
Hereinafter referred to as "Illumina"

**CUSTOMER INFORMATION**

|                           |   |
|---------------------------|---|
| <b>Company Name</b>       | University Of North Texas Health Science Center<br>3500 Camp Bowie Blvd<br>Fort Worth, Texas, USA<br>76107-2644 |
| <b>Account Number</b>     | 6000020850  |
| <b>Contact</b>            |                                |
| <b>Billing Entity</b>     | University of North Texas   |
| <b>Ship To</b>            | GSB 144C<br>3420 Darcy St<br>Fort Worth , Texas , USA   |
| <b>Ultimate Consignee</b> | University Of North Texas Health Science Center<br>USA  |

**HOW TO ORDER**

For all consumable orders please submit your order  
online through  
MyIllumina (<http://my.illumina.com>).

For all other orders please submit your institutional  
Purchase Order and a complete copy of this quotation to  
the attention of:

**Illumina Customer Care**  
[customercare@illumina.com](mailto:customercare@illumina.com)  
Toll Free: +1.800.809.ILMN (4566)

**Illumina Sales Representative:**





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## PRODUCT AND PRICING

| Catalog Number | Item Description   | List Price (USD) | Discount        | Discounted Price (USD) | Units | Subtotal (USD) |
|----------------|--|------------------|-----------------|------------------------|-------|----------------|
| 20028312       | <b>NovaSeq 6000 S4 Reagent Kit v1.5 (300 cycles)</b><br>This reagent kit provides one NovaSeq S4 flow cell (with 4-lanes) and reagent consumables to support a single flow cell 300 cycles run on the NovaSeq 6000.  | 14,400.00        | 0.00 (0.00%)    | 14,400.00              | 25    | 360,000.00     |
| 20018705       | <b>Illumina® DNA Prep, (M) Tagmentation (96 Samples)</b><br>This component contains necessary reagents to support the preparation of 96 libraries for DNA WGS. SPRI beads included. Index adaptors must be purchased separately.   | 4,153.00         | 0.00 (0.00%)    | 4,153.00               | 13    | 53,989.00      |
| 20027213       | <b>IDT® for Illumina® DNA/RNA UD Indexes Set A, Tagmentation (96 Indexes, 96 Samples)</b><br>IDT for Illumina- Nextera UD Indexes- Set A contains 96, 10 bp unique indexes sufficient for 96 samples. Library prep, enrichment, and enrichment probe panel reagents need to be ordered separately. | 672.00           | 665.28 (99.00%) | 6.72                   | 4     | 26.88          |
| 20027214       | <b>IDT® for Illumina® DNA/RNA UD Indexes Set B, Tagmentation (96 Indexes, 96 Samples)</b><br>IDT for Illumina- Nextera UD Indexes- Set B contains 96, 10 bp unique indexes sufficient for 96 samples. Library prep, enrichment, and enrichment probe panel reagents need to be ordered separately. | 672.00           | 665.28 (99.00%) | 6.72                   | 3     | 20.16          |



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|----------|---|----------|--------------------|----------|---|----------|
| 20027215 | <b>IDT® for Illumina Nextera DNA Unique Dual Indexes Set C (96 Indexes, 96 Samples)</b><br>IDT for Illumina- Nextera UD Indexes- Set C contains 96, 10 bp unique indexes sufficient for 96 samples. Library prep, enrichment, and enrichment probe panel reagents need to be ordered separately.              | 672.00   | 665.28<br>(99.00%) | 6.72     | 3 | 20.16    |
| 20027216 | <b>IDT® for Illumina Nextera DNA Unique Dual Indexes Set D (96 Indexes, 96 Samples)</b><br>IDT for Illumina- Nextera UD Indexes- Set D contains 96, 10 bp unique indexes sufficient for 96 samples. Library prep, enrichment, and enrichment probe panel reagents need to be ordered separately.              | 672.00   | 665.28<br>(99.00%) | 6.72     | 3 | 20.16    |
| 20021663 | <b>NovaSeq Xp Flow Cell Dock</b><br>The NovaSeq Xp Flow Cell Dock is a flow cell holder for all NovaSeq flow cells. The Dock is required when using the optional NovaSeq Xp workflow that allows laboratories to load sequencing libraries into individual flow cell lanes used with the NovaSeq® instrument. | 2,000.00 | 0.00<br>(0.00%)    | 2,000.00 | 1 | 2,000.00 |
| 20021667 | <b>NovaSeq™ Xp 4-Lane Manifold Pack</b><br>NovaSeq Xp 4-Lane Manifold Pack is a spare pack containing 16 additional 4-lane manifolds for use with the NovaSeq Xp Workflow.  | 695.00   | 0.00<br>(0.00%)    | 695.00   | 1 | 695.00   |
| 20043131 | <b>NovaSeq XP 4-Lane Kit v1.5</b><br>The NovaSeq Xp 4-Lane Kit is a consumable used along with the NovaSeq Xp Flow Cell Dock in an optional workflow that allows accessibility to individual  | 599.00   | 0.00<br>(0.00%)    | 599.00   | 1 | 599.00   |



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|                                     |   |  |  |  |  |            |
|-------------------------------------|---|--|--|--|--|------------|
|                                     | lanes of the NovaSeq flow cell. The kit consists of ExAmp reagents (3 tubes) and a single manifold needed to load a 4-lane NovaSeq flow cell. |  |  |  |  |            |
| Subtotal                            |   |  |  |  |  | 417,370.36 |
| Shipping & Insurance / Handling Fee |   |  |  |  |  | 4,173.70   |
| Final Investment (USD)              |   |  |  |  |  | 421,544.06 |

*Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.*

**Payment Terms:** Net 30 Days

### SHIP HOLD POLICY

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders must have a defined ship schedule. The initial ship date must be no later than three (3) months from the date the purchase order is received by Illumina (as provided in the Order Confirmation) and the entire order must be shipped complete within twelve (12) months from Illumina's receipt of the purchase order.
- Any exceptions to these ship hold terms must be agreed to in writing by Illumina and the Customer must pre-pay at least fifty percent (50%) of the purchase order amount of the affected shipments.
- Customers may request two (2) shipment delays for any single purchase order. The total months of delayed shipment for shipments associated with a single purchase order shall not exceed six (6) months.
- If Customer has requested a delayed shipment, Illumina reserves the right to change the lead time necessary to initiate Customer's first shipment (which may be longer than the lead time quoted at the time of the order placement).
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety without any liability to the Customer.

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.



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### Terms & Conditions

The offer contained in this document is automatically revoked by Illumina if not executed by Customer and a purchase order received by Illumina before 5:00 pm (based on the location of the Illumina quoting entity) on the expiration date shown on page 1 of this Quotation.

Customer agrees to provide to Illumina a purchase order for all of the items listed in this Quotation prior to its expiration date. The purchase order must reference this Quotation and match the amount stated.

By this Quotation, Illumina conditionally offers to Customer the Illumina products and/or services described above. This offer is conditional on, and may only be accepted by, Customer's agreement that Illumina's terms and conditions listed below or otherwise included with the product or service, as applicable to the specific product or service quoted ("Terms and Conditions"), is the sole and exclusive agreement between Customer and Illumina with respect to the particular product or service.

For the avoidance of doubt, any terms and conditions applicable to "Test Specific Products" that have a specific intended use in such products' documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

By submitting an order, Customer accepts and agrees that Illumina's Terms and Conditions referenced in this Quotation below and UNTHSC Standard Addendum is the sole and exclusive agreement between Customer and Illumina with respect to the products and/or services as described above and accepts all other terms of this quotation.

<https://www.illumina.com/content/dam/illumina-marketing/documents/terms-conditions/united-states/usaterms-and-conditions-of-sale-general.pdf>

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** ("University") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** Payment will be made in accordance with the terms of University's purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims against University.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

**Travel Expenses.** In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination, Prepaid and Added.

**Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Insurance.** University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

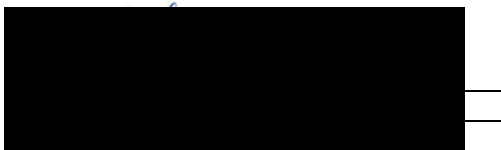
**HIPAA.** The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on

the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

**Debarment.** Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

#### VENDOR

By:  
Name:  
Title:



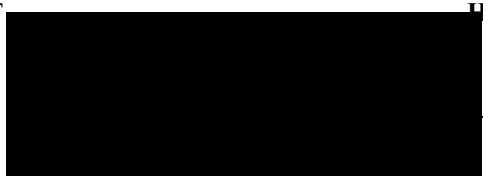
Date: November 17, 2020

**Israel Non-Boycott Verification.** Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

**Limitations.** University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

#### UNIVERSITY OF NORTH TEXAS HEALTH

By:  
Name:  
Title:



Date: 11/19/2020

HSC Contract # 2021-0124

HSC Contract #2021-0234

HSC Contract #2021-0208

HSC Contract #2021-0276

HSC Contract #2021-1026



## **Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.