| Supplier: | Zapnito Ltd  
| 86-90 Paul Street  
| London  
| EC2A 4NE  
| United Kingdom |

| Comments: | Ref Number UKRI-2168 |

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| 86-90 Paul Street  
| London  
| EC2A 4NE  
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| Comments: | Ref Number UKRI-2168 |

| Purchase Order Number |  |
| Purchase Order Date | 21/06/2022 |
| Requested Delivery Date |  |
| Payment Terms |  |
| Payment Type |  |
| Retention Terms |  |

<p>| Currency | Total Lines Amount | Total Tax Amount | Total PO Amount |
| GBP | 27,300.00 | 5,460.00 | 32,760.00 |</p>
<table>
<thead>
<tr>
<th>Line Number</th>
<th>Item Name</th>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Due Date</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>FOIA Section 43 Commercial</td>
<td>2022-07-21 to 2023-07-20</td>
<td>2023-07-20</td>
<td>27,300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Messages**

SUPPLIERS: If you have been passed details for our Workday Invoice Automation Portal, please submit your invoices via this method.

If not, please continue to email your invoices to accounts@iuk.ukri.org

Please ensure a valid purchase order is quoted on all invoices.
Short Form Conditions of Contract

These terms and conditions shall apply to each Contract between the Contracting Authority and the Contractor for Supplies and/or Services unless varied in writing and are to the exclusion of the Contractor's terms and condition, which are implied by trade, custom or practice of the trade.

1. Definitions - In these conditions:
   (i) “Contract” means, unless otherwise clearly stated, the agreement between the Contracting Authority and the Contractor comprising of all such terms and conditions specified in the Contract and the Purchase Order, but also any terms and conditions by which the Contracting Authority's request for quotation, any specification, the Contractor's quotation, and any other documents or content referred to therein.
   (ii) “Contractor” means the individual, firm or company with whom the Contracting Authority enters into the Contract (including where the context requires any of the Contractor's sub-contractors).
   (iii) “Contracting Authority” means United Kingdom Research and Innovation, a statutory corporation established by s.91(1) of the Higher Education and Research Act 2017.
   (iv) “Data Protection Legislation” means, for the periods for which they are in force, the European Union Data Protection Directive (95/46/EC), all laws giving effect or purporting to give effect to the European Data Protection Directive (95/46/EC), the GDPR, or otherwise relating to data protection, including the Regulations of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time.
   (v) “Intellectual Property Rights” means patents, inventions, trade marks, design rights, logos, copyright, database rights, and similar rights whether registrable or not.
   (vi) “Personal Data” means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI’s employees, contractors or customers and which is processed by or on behalf of the Contractor under this Contract.
   (vii) “Purchase Order” means the Oracle Purchase Order issued by the Contracting Authority or its agent/representatives to the Contractor for the supply of Supplies and/or the provision of Services.
   (viii) “Premises” means the specified location(s) where the Supplies shall be delivered or the Services shall be performed.
   (ix) “Services” means other Supplies) all the services that the Contractor is required to perform under the Contract.
   (x) “Supplies” means anything (other than Services) supplied or to be supplied to Contracting Authority under the Contract.
   (xi) “Working Day” means any day other than a Saturday or Sunday or bank or public holiday.

2. Conditions for Supplies - Contractor's duties
   (i) The Contractor shall supply the Supplies specified in the Contract. Supplies may be returned at the Contractor's expense if they do not correspond with the Contract.
   (ii) All Supplies shall be delivered, carriage paid, to the Premises specified and only between 9:00 am and 4:00 pm on a Working Day, unless otherwise agreed in writing by the Contracting Authority. A delivery note must accompany the Supplies and must specify the quotation reference and the type of Supplies being delivered. It must also include the Contracting Authority's reference number and the Purchase Order number.
   (iii) The cost of packaging will be deemed to be included in the cost of the Supplies. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.
   (iv) The Contractor warrants to the Contracting Authority that the Supplies shall be of satisfactory quality and fit and sufficient for purpose for which such Supplies are ordinarily used and for any particular purpose made known to the Contractor by the Contracting Authority.
   (v) The Supplier warrants, represents, undertakes and guarantees that the Supplies supplied under the Contract shall be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after delivery.
   (vi) Without prejudice to any other right or remedy available to the Contracting Authority, the Contractor shall be entitled to reject any Supplies that fail to comply with this Contract and the Contractor shall reimburse the Contracting Authority the price paid for such Supplies in full or at the Contracting Authority’s request, the Contractor shall at its own cost promptly repair, replace or rectify the Supplies to the Contracting Authority's reasonable satisfaction.

3. Conditions for Services - Contractor's duties
   The Contractor shall properly perform the Services on a Working Day specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

4. Health, safety and security
   The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on any Premises are trained in the health, safety, and security procedures and instructions and that the Contractor obtains a current fire certificate for the Premises. The Contractor shall provide the Contracting Authority with a copy of the fire certificate upon request and shall ensure that all such certificates are up to date and comply with all relevant statutory requirements.

5. Invoices and Payment
   The Contractor shall submit an invoice within 28 days of completing any set milestone to the satisfaction of the Contracting Authority or otherwise within 14 days of completing the Services. The invoice shall include any additional charges as agreed in writing. The Contractor shall provide the Contracting Authority with a copy of the invoice upon request and shall ensure that all such invoices are up to date and comply with all relevant statutory requirements.

6. Disclosure of Information
   (i) To enable compliance with the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (both as amended), the Contracting Authority reserves the right to disclose information about this Contract to a third party. The Contractor shall not disclose any information relating to the Contract or the Contractor’s activities without the prior written consent of the Contracting Authority, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, and is the possession of the Contractor without restrictions as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

7. Data Protection
   (i) In this clause 7, the terms, “processor”, “data controller”, “data processor”, “data subject” and “personal data breach” shall have the same meanings given to them under Data Protection Legislation.
   (ii) The parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Contractor is the data processor of any Personal Data.
   (iii) The Contractor shall and shall procure that its staff and subcontractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
   (iv) Without limiting clauses 7(ii) and 7(iii), the Contractor shall at all times (and shall ensure that at all times its staff):
      a) process Personal Data only in accordance with the documented instructions received from UKRI and during the term of this Contract.
      b) ensure that any person to whom it provides the Personal Data is
subject to appropriate confidentiality obligations;
c) disclose any Personal Data only on a need to know basis to staff
directly concerned with the provision of the Supplies and/or Services;
d) not transfer or direct the transfer of any Personal Data to any third party
or process or direct the processing of Personal Data outside of the
European Economic Area in each case without UKRI's prior written
consent (which consent may be subject to conditions as directed by
UKRI);
e) keep all Personal Data confidential, and have in place now and shall
on a continuing basis take all reasonable appropriate technical and
organisational measures to keep all Personal Data confidential and
secure and to protect against unauthorised or unlawful processing,
accidental loss, destruction, damage, alteration, disclosure or access;
f) upon request by UKRI, promptly do such other acts in relation to the
Personal Data, or any part thereof, as UKRI shall request to enable
UKRI to comply with its obligations under the Data Protection
Legislation;
g) notify UKRI promptly (and at least within two (2) Working Days) if it
receives a request from a data subject or a complaint relating to a data
subject and promptly provide UKRI with all such data, information,
cooperation and assistance as is required by UKRI in order to respond
to and resolve the request or complaint within any applicable time
frames;
h) provide such information and allow for and contribute to audits,
including inspections, conducted by UKRI or an auditor mandated by
UKRI, as is reasonably necessary to enable UKRI to satisfy itself of
the Contractor's compliance with this clause 7 and the Data Protection
Legislation;
i) on termination or expiry of this Contract, and at any other time on
UKRI's request, either return or destroy (as elected by UKRI) the
Personal Data (including all copies of it) and confirm in writing that it
has complied with this obligation; and
j) notify UKRI promptly on becoming aware of any personal data breach
and promptly following notification, provide such data, information
and assistance as is required by UKRI in order for UKRI to notify the
personal data breach to the Information Commissioner and/or data
subject(s) and otherwise fulfill its obligations under Data Protection
Legislation.

8. Sub-contracting and Assignment
The Contractor shall not sub-contract or assign, novate, charge, or
otherwise dispose of the Contract or any part of it without the prior
written consent of the Contracting Authority. Where the Contractor enters
into a contract with a supplier or sub-contractor for the purpose of
performing the Contract or any part of it, it shall cause to be included in
such contract which requires payment to be made by the Contractor to the
supplier or sub-contractor within a period not exceeding 30 days from
receipt of a valid invoice as defined by the contract requirements.

9. Intellectual Property Rights
Subject to any prior rights of the Contractor and to the rights of third
parties arising otherwise than under the Contract, such Intellectual Property
Rights shall derive from or arise as a result of the performance of the
Contract by the Contractor and shall vest in the Contracting Authority.

10. Termination
If the Contractor fails to fulfil its obligations under the Contract, the
Contracting Authority may terminate the Contract forthwith by written
notice if it has not remedied the breach within 10 Working Days of other
timescale specified by the Contracting Authority after issue of a notice
specifying a breach. Without prejudice to any other rights and remedies
available to it, the Contracting Authority may recover from the Contractor
any reasonable costs necessarily and properly incurred by the Contracting
Authority as a consequence of termination.

11. Break
(i) Without prejudice to clause 10, the Contracting Authority shall at any
time have the right for convenience to terminate the Contract or reduce
the quantity of Supplies or Services to be provided by the Contractor in each
case by giving to the Contractor reasonable written notice. During the
period of notice the Contracting Authority may direct the Contractor to
perform all or any of the work under the Contract. Where the Contracting
Authority has invoked its rights under this clause 11(i), the Contractor may
claim reasonable costs necessarily and properly incurred by him as a result
of the termination or reduction, excluding loss of profit, provided that the
claim shall not exceed the total cost of the Contract.
(ii) Termination or reduction under this provision shall not affect the rights
of the parties to the Contract that may have accrued up to the date of
termination.

12. Indemnity
(i) The Contractor shall freely and promptly indemnify the Contracting Authority against all direct losses, injury, damages, costs or liabilities or
proceedings incurred by the Contracting Authority as a result of any act,
default or negligence of the Contractor or any of its employees or
sub-contractors in carrying out its obligations under the Contract except to
the extent it is due to the act, default, or negligence of the Contracting Authority or any of its employees.
(ii) If the Contract is not expressly one of employment, then this means the
Contractor is not an employee, worker, agent or partner of the Contracting Authority, and the Contractor shall be fully responsible for all their own tax
and national insurance contributions. In any failure to pay any such taxes, the
Contractor shall pay in full any money or fine that the Contracting Authority
incurs as a result of the Contractor failing to pay such taxes.
(iii) Any obligation by the Contractor to comply with this clause 12 shall survive without limitation and until such time as any of these obligations are
complied with.

13. Recovery of Sums from Contractor
Whenever under the Contract any sum or sums of money shall be
recoverable from or payable by the Contractor to the Contracting Authority,
that amount may be deducted from any sum then due, or which at any later
time may become due, to the Contractor under the Contract or under any
other contract with the Contracting Authority.

14. Insurance
The Contractor shall effect and maintain an adequate level of insurance
cover in respect of all risks that may be incurred by him in the
performance of this Contract or as the Contracting Authority may from
time to time require.

15. Notices
A notice may be served: by delivery to the Contractor; by sending it by
e-mail to him; or by ordinary first class post to the Contractor's last known
place of business or registered office. A notice shall be deemed served at
the time of delivery, after four hours for an e-mail, or on the second Working
Day after posting.

16. Law and Jurisdiction
The Contract shall be governed by and interpreted in accordance with the
law of England and Wales. The parties hereby submit to the exclusive
jurisdiction of the English Courts.

17. Dispute Resolution
In the event of dispute, the parties shall negotiate in good faith to reach a
solution. If they do not reach a solution within one month the Contracting
Authority may refer the dispute to mediation. During the dispute the
Contractor shall at the Contracting Authority's discretion continue to perform
the Contract with due diligence.

18. Variation to the Contract
No variation to the Contract will be effective until it has been formally
agreed by the Contracting Authority and the Contractor and recorded in
writing.

19. Compliance with the Law
The Contractor shall comply with its obligations under the Contract in
accordance with all applicable legislation, byelaws, regulatory policy,
guidance or industry code.

20. Third Parties
Nothing in this Contract confers or purports to confer on any third party any
right to enforce the terms of this Contract. The provisions of the Contracts
(Rights of Third Parties Act 1999 as amended) are expressly excluded from
this Contract.

21. Entire Agreement
This Contract constitutes the entire agreement between the parties relating
to the subject matter of the Contract.