

PURCHASE ORDER TERMS AND CONDITIONS

PLEASE NOTE: prospective suppliers are NOT authorised to start any work for or on behalf of Digital Catapult in advance of an Order being placed, except where there is another written and duly executed signed agreement between the parties. Any work performed prior to such authorisation is undertaken entirely at the prospective supplier's own risk. Only a statutory director or officer (as listed at Companies House) or member of the senior leadership team (denoted by the pre-fixed word 'chief' in their job title) are authorised to bind Digital Catapult to contractual obligations.

1. Interpretation

1.1. **Definitions.** In the Contract (as defined below), the following definitions apply:

Background Intellectual Property Rights: all Intellectual Property Rights that do not fall within the definition of Foreground Intellectual Property Rights.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Catapult: Digital Catapult, a private company limited by Guarantee incorporated in England and Wales with company number 07964699 and for the purposes of the Contract Catapult is the Customer.

Charges: the charges payable by Catapult for the supply of the Services in accordance with clause 6.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 21.10.

Confidential Information: all information (however recorded or preserved) that one party (**Disclosing Party**) discloses or makes available to the other party (**Receiving Party**) in connection with this Contract and which is designated as confidential or would be regarded as confidential by a reasonable business person. It includes any data or information of a confidential nature relating to the business, operations, finances, strategy, customers, suppliers, plans, processes, products, trade secrets or know-how of the Disclosing Party.

Contract: the contract between Catapult and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Data Protection Legislation: has the meaning given to it in the Data Protection Act 2018.

Deliverables: an identifiable and measurable output in connection with the Services, including, without limitation, supply of Goods.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form, including drafts.

EIR: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Foreground Intellectual Property Rights: all Intellectual Property Rights created, developed, conceived or first reduced to practice in the course of or in connection with the Services.

Goods: mean any goods, including without limitation, materials, products, hardware, software, programs, technology, Documents, reports and test results which are to be provided by Supplier to Catapult under this Contract, and includes any or all of them as the context may require.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: Catapult's order for the Services, as set out in Catapult's issued purchase order.

Order Number: Catapult's unique reference number on the Order (which may also be known as "Purchase Order Number" and "PO Number").

Privacy Policy: Catapult's privacy policy, as may be updated from time to time at <https://www.digicatapult.org.uk/legal/privacy-policy/>

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for Information or an apparent request under FOIA or EIR.

Services: the services, including without limitation, work, technical assistance and/or training which are to be performed by the Supplier and any Deliverables to be provided by the Supplier under the Contract pursuant to the Order (including any related Specification).

Special Conditions: the special conditions (if any) explicitly set out in the Order.

Specification: any specification for the Services, including any related plans and drawings, that is supplied to the Supplier by Catapult, or produced by the Supplier and agreed in writing by Catapult.

Supplier: the entity from whom Catapult purchases the Services.

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

1.2. **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5. The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

1.2.6. A reference to writing or written includes e-mails.

2. Basis of contract

2.1. For the avoidance of doubt, these Conditions shall not apply to the extent that Catapult has publicly advertised an opportunity in accordance with the Public Contracts Regulations and the parties have signed the published contract relating thereto.

2.2. Subject to clause 2.1, these Conditions, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including:

2.2.1. any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or

2.2.2. which are implied by trade, custom, practice or course of dealing, or

2.2.3. by virtue of Catapult agreeing or signing up to any general customer platform terms or credit arrangement, whether before or after the issue of an Order Number, unless it complies with the provisions to vary the Contract under clause 21.10.

2.3. If there is any conflict or inconsistency between these Conditions, the Special Conditions (if any) and the Order and any Specification, the Order will prevail over the Special Conditions and the Special Conditions will prevail over these Conditions, all of which prevails over the Specification, in each case to the extent necessary to resolve that conflict or inconsistency.

2.4. The Order constitutes an offer by Catapult to purchase the Services in accordance with these Conditions (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause 2.5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, Catapult may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause 2.5, as valid acceptance of the offer.

2.5. Subject to clause 2.4, the Order shall be deemed to be accepted on the earlier of:

2.5.1. the Supplier issuing a written acceptance of the Order; and

2.5.2. the Supplier doing any act consistent with fulfilling the Order; and

2.5.3. the Supplier issuing an invoice quoting the Order Number,

at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with its terms.

3. Supply of Services

3.1. The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to Catapult in accordance with the terms of the Contract.

3.2. The Supplier shall meet any performance dates and service levels for the Services (including the delivery of Deliverables) specified in the Order or otherwise advertised by the Supplier.

3.3. In providing the Services, the Supplier shall:

3.3.1. co-operate with Catapult in all matters relating to the Services, and comply with all instructions of Catapult;

3.3.2. perform the Services with good care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;

3.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

3.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Catapult;

3.3.5. deliver any Goods to the specified premises, unloaded, and with all duties paid;

3.3.6. provide all data, information, equipment, tools facilities and vehicles and such other items as are required to provide the Services;

3.3.7. use good quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Catapult, will be free from defects in workmanship, installation and design;

3.3.8. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

3.3.9. observe all health and safety rules and regulations and any other security requirements that apply at any of Catapult's premises;

3.3.10. not do or omit to do anything which may cause Catapult to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Catapult may rely or act on the Services;

3.3.11. not do or omit to do anything which may cause damage to Catapult's reputation.

3.4. Catapult's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of Catapult under the Supply of Goods and Services Act 1982 and any other applicable legislation.

3.5. Without prejudice to Catapult's statutory rights, Catapult will not be deemed to have accepted any Deliverables until Catapult has had at least 14 Business Days after delivery to inspect them and Catapult also has the right to reject any Deliverables as though they had not been accepted for 14 Business Days after any latent defect in the Deliverables has become apparent.

3.6. If, in connection with the supply of the Services, Catapult permits any employees or representatives of the Supplier to have access to any of Catapult's premises, the Supplier will ensure that, whilst on Catapult's premises, the Supplier's employees and representatives comply with:

3.6.1. all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

3.6.2. any Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Customer premises by any employee or representative of Catapult.

3.7. The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to Catapult pursuant to TUPE.

4. Customer remedies

4.1. If the Supplier fails to perform the Services by the applicable dates, Catapult shall, without limiting its other rights or remedies, have one or more of the following rights:

4.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

4.1.2. to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

4.1.3. to recover from the Supplier any costs incurred by Catapult in obtaining substitute services from a third party;

4.1.4. where Catapult has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

4.1.5. to claim damages for any additional costs, loss or expenses incurred by Catapult which are in any way attributable to the Supplier's failure to meet such dates.

4.2. These Conditions shall extend to any substituted or remedial services provided by the Supplier.

4.3. Catapult's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

5. Customer's obligations

5.1. Catapult shall:

5.1.1. provide the Supplier with reasonable access at reasonable times to Catapult's premises for the purpose of providing the Services to the extent necessary; and

5.1.2. provide such information to the Supplier as the Supplier may reasonably request and Catapult considers reasonably necessary for the purpose of providing the Services.

6. Charges, invoices and payment

6.1. Prior to any invoice being raised, the Supplier must first register as a supplier on the Catapult's payment system. A new supplier form can be requested from your Catapult representative leading on the purchase of Services.

6.2. The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services, including every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.3. Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

6.3.1. the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

6.3.2. the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by Catapult and the Supplier;

6.3.3. the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of Catapult;

6.3.4. the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to Catapult upon request; and

6.3.5. the Supplier will invoice Catapult monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause 6.3 and clause 6.4.

6.4. Catapult will, as part of the Charges, reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to Catapult provided that Catapult's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Catapult's expenses policy from time to time in force.

6.5. The Charges for the Services which have been correctly calculated in accordance with this clause 6 and verified by Catapult shall become due, and the Supplier shall invoice Catapult for such Charges, on completion of the Services to the satisfaction of Catapult pursuant to clause 3.5. Each invoice shall be deemed to be correctly rendered, and as a result shall become payable, only if it includes such supporting information as is required by Catapult to verify the accuracy of the such invoice, including but not limited to quoting within such invoice the relevant purchase order number as set out in the corresponding Order, and verified by Catapult.

6.6. Subject to clause 6.5, and in consideration of the supply of the Services by the Supplier, Catapult shall pay the invoiced amounts within 30 days of the date of receipt of a correctly rendered invoice. Payment shall be made to the bank account registered by the Supplier on Catapult's payment system (as updated from time to time).

6.7. All amounts payable by Catapult under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Catapult, Catapult shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.8. Where the Order states that the Services are to be provided on a time and materials basis, the Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Catapult to inspect such records at all reasonable times on request.

6.9. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Catapult in order to justify withholding payment of any such amount in whole or in part. Catapult may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

7. Customer property

7.1. The Supplier acknowledges that all information (including Confidential Information), equipment and tools, drawings, specifications, data, software and any other materials supplied by Catapult to the Supplier (Customer Materials) and all rights in Customer Materials are and shall remain at all times the exclusive property of Catapult. The Supplier shall keep Customer Materials in safe custody at its own risk, maintain them in good condition until returned to Catapult, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with Catapult's written instructions or authorisation.

8. Intellectual property rights

8.1. In respect of any goods that are transferred to Catapult under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Catapult, it will have full and unrestricted rights to transfer all such items to Catapult.

8.2. Save as otherwise provided in the Special Conditions:

- (a). all Foreground Intellectual Property Rights, will vest in and are assigned to Catapult, with full title guarantee and free from all third-party rights.
- (b). all Background Intellectual Property Rights owned by, or licensed to, either party shall remain the property of that party.
- (c). The Supplier hereby grants to Catapult an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, sub-licensable and transferable licence with the right to grant sub-licences to use such of its Background Intellectual Property Rights and Confidential Information as may be necessary to adapt, copy, modify, use, exploit, export, import, operate, maintain, the Deliverables.

8.3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4. The Supplier shall, promptly at Catapult request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Catapult may from time to time require for the purpose of securing for Catapult the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Catapult in accordance with clause 8.2.

9. Export Control

9.1. The Supplier shall comply with all applicable import and export control laws and regulations in fulfilling the Contract and provide all information about the Services necessary for Catapult's compliance with all applicable import and export control laws and regulations.

9.2. The Supplier shall notify Catapult in writing at the time the Order is accepted or as soon as Supplier is aware, but no later than thirty days prior to delivery of the first Deliverable or other performance date, if any part of the Deliverables constitute controlled materials under any import and export control laws and regulations.

10. Indemnity

10.1. The Supplier shall indemnify, and shall keep indemnified, Catapult in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and

expenses awarded against or incurred or paid by Catapult as a result of or in connection with:

10.1.1. any claim made against Catapult by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

10.1.2. any claim brought against Catapult for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

10.1.3. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the provision of the Services is Deemed Employment or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify Catapult against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Catapult in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

10.1.4. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any employee, agent or subcontractor, against Catapult arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Catapult; and]

10.1.5. any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause 3.7 of these Conditions.

10.2. In this clause 10, Deemed Employment means an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

10.3. This clause 10 shall survive termination or expiry of the Contract.

11. Insurance

11.1. During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, standard commercial coverage with a reputable insurance company, covering professional indemnity insurance (with a minimum coverage of £5m), employer liability insurance (if required by law, with a minimum coverage of £5m), product liability and public liability insurance (with a minimum coverage of £10m) to cover such heads of liability as may arise under or in connection with the Contract, and shall, on Catapult's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Liability

12.1. Subject to clause 12.4, Catapult shall not have any liability for:

12.1.1. any indirect or consequential loss or damage;

12.1.2. any loss of business, rent, profit or anticipated savings;

12.1.3. any damage to goodwill or reputation;

12.1.4. loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto Catapult's premises by or on behalf of the Supplier; or

12.1.5. any loss, damage, costs or expenses suffered or incurred by any third party.

12.2. Subject to clause 12.4, Catapult's total liability shall be limited to the Charges.

12.3. Subject to clause 12.4 and any indemnities under the Contract, Supplier's total liability shall be limited to £5m (five million pounds).

12.4. Nothing in the Contract restricts either Catapult's or the Supplier's liability for:

12.4.1. death or personal injury resulting from its negligence; or

12.4.2. its fraud (including fraudulent misrepresentation); or

12.4.3. breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or

12.4.4. any other liability to the extent it can't be limited or excluded by law.

13. Confidential information

13.1. A party shall keep in strict confidence all Confidential Information which has been disclosed to, or otherwise obtained by, the Receiving Party by the other party, its employees, agents or subcontractors. The Receiving Party shall restrict disclosure and use of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 13 shall survive termination or expiry of the Contract.

14. Termination

14.1. Catapult may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Catapult shall pay the Supplier fair and reasonable compensation for relevant work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

14.2. Catapult may terminate the Contract with immediate effect by giving written notice to the Supplier if:

14.2.1. the circumstances set out in clauses 4.1.1 or 18.1 apply;

14.2.2. the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach; or

14.2.3. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

14.2.4. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

14.2.5. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

14.2.6. (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

14.2.7. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

14.2.8. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or

14.2.9. (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

14.2.10. a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

14.2.11. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.3 to clause 14.2.10 inclusive; or

14.2.12. there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or

14.2.13. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

14.2.14. the Supplier's financial position deteriorates to such an extent that in Catapult's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

14.2.15. (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

14.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.

14.4. Without prejudice to clause 14.3, clauses 3, 4, 7, 8, 10, 11, 12, 13, 15.3, 20 and 21 shall survive the termination or expiry of the Contract and shall continue in full force and effect.

14.5. Upon termination or expiry of the Contract, the Supplier shall immediately:

14.5.1. cease all work on the Contract;

14.5.2. deliver to Catapult all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then Catapult may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

14.5.3. cease use of and return (or, at Catapult's election, destroy) all Customer Materials in the Supplier's possession or control; and

14.5.4. cease all use of, and delete all copies of, Catapult's confidential information.

15. Transparency

15.1. The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.

15.2. The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. Catapult shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.

15.3. Notwithstanding any other term of the Contract, the Supplier hereby consents to Catapult publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

16. Force majeure.

16.1. If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, Catapult may terminate this Contract immediately by giving written notice to the Supplier, and receive a refund of any advance payments.

17. Supply Chain: Payment Terms

17.1. Subject to clause 21.2.2, If the Supplier uses a subcontractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which:

17.1.1. requires the Contractor to pay for those Services within thirty (30) days of the Contractor receiving a correct invoice from the subcontractor; and

17.1.2. requires an equivalent obligation to that in 17.1.1 to be placed in all such subcontractors' contracts with its subcontractors, with the effect that the entire supply chain is contracted to adhere to this thirty (30) day payment obligation.

18. Corruption, modern slavery

18.1. Catapult shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

18.1.1. offers or agrees to give any person working for or engaged by Catapult, or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Catapult or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

18.1.2. has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Catapult or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Catapult before the Contract is entered into;

18.1.3. breaches the provisions of the Bribery Act 2010.

18.2. For the purposes of clause 18.1, "loss" shall include, but shall not be limited to:

18.2.1. Catapult's costs in finding a replacement supplier;

18.2.2. direct, indirect and consequential losses; and

18.2.3. any loss suffered by Catapult as a result of a delay in its receipt of any Deliverables.

18.3. In performing its obligations under the agreement, the Supplier shall:

18.3.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-Slavery Laws) including but not limited to the Modern Slavery Act 2015;

18.3.2. subject to clause 21.2.2, include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 18.3;

18.3.3. notify Catapult as soon as it becomes aware of any actual or suspected breach of clause 18.3.1;

18.3.4. maintain a complete set of records to trace the supply chain of all goods and services provided to Catapult in connection with this agreement; and permit Catapult and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 18.3.

18.4. The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18.5. Breach of clause 18.3 shall be deemed a breach in relation to which Catapult shall have the right to terminate the Contract immediately on giving written notice.

19. Data protection.

19.1. Other than business contact information in respect of each parties' representatives, which may solely be used by the other party to undertake the Contract activities and otherwise undertake contract management activities, no personal data is intended to be transferred or processed under this Contract. To the extent that personal data is transferred and processed, the parties shall comply with their obligations under the Data Protection Legislation, and shall enter into any additional clauses or data protection addenda as reasonably required by Catapult.

19.2. In the event the Supplier needs to process personal data for or on behalf of Catapult for the purposes of the Services, it shall first notify Catapult of the requirement, and subsequently enter into a supplemental agreement to govern such activity prior to any processing taking place.

19.3. Catapult processes data in accordance with its Privacy Policy.

20. Freedom of information

20.1. The Supplier acknowledges that Catapult may be subject to the requirements of FOIA and EIR and shall assist and co-operate with Catapult (at Catapult's expense) to enable it to comply with its obligations under FOIA and EIR. The Supplier shall act in accordance with the FOIA, the EIR and any other similar codes of practice or guidance from time to time.

20.2. The Supplier shall and shall procure that its employees, agents, subcontractors and any other representatives shall:

20.2.1. transfer any Request for Information to Catapult as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;

20.2.2. provide Catapult with a copy of all Information in its possession or power in the form that Catapult requires within five Business Days (or such other period as Catapult may specify) of Catapult requesting that Information; and

20.2.3. provide all necessary assistance as reasonably requested by Catapult to enable Catapult to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

20.3. Catapult shall be responsible for determining (in its absolute discretion) whether any Information:

20.3.1. is exempt from disclosure in accordance with the provisions of FOIA or EIR;

20.3.2. is to be disclosed in response to a Request for Information,

and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by Catapult.

20.4. The Supplier acknowledges that Catapult may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

20.4.1. without consulting with the Supplier, or

20.4.2. following consultation with the Supplier and having taken its views into account.

20.5. Where clause 20.4.2 applies Catapult shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

21. General

21.1. Entire agreement. The Contract constitutes the entire agreement between Catapult and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

21.2. Assignment and subcontracting

21.2.1. Catapult may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

21.2.2. The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without Catapult's prior written consent.

21.3. Further assurance. The Supplier will promptly at Catapult's request do (or procure to be done) all such further acts and things, including the execution of all such other documents, as Catapult may from time to time require for the purpose of securing for Catapult the full benefit of the Contract, including ensuring that all title in the goods is transferred absolutely to Catapult.

21.4. Publicity

21.4.1. The Supplier shall not make any press announcements or publicise this Contract in any way without Catapult's prior written consent.

21.4.2. Catapult shall be entitled to publicise this Contract in accordance with any legal obligation upon Catapult, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

21.4.3. The Supplier shall not do anything or cause anything to be done, which may damage the reputation of Catapult or bring Catapult into disrepute.

21.5. Notices

21.5.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

21.5.1.1. in the case of Catapult: the Legal Department; Address: Level 9, 101 Euston Road, London NW1 2RA;

21.5.1.2. in the case of the Supplier: the address or email address set out in the Order;

or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause 21.5, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

21.5.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 21.5.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Business Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Business Day, at 9.00am on the next Business Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

21.6. Severance

21.6.1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21.6.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21.7. Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.8. Status. Nothing in the Contract creates any partnership or joint venture between the Supplier and Catapult. Nothing in the Contract creates any agency between the Supplier and Catapult. The relationship of the Supplier to Catapult will be that of independent contractor and nothing in this agreement shall render it (nor any employees, agents, subcontractors) an employee or worker of Catapult and the Supplier shall not hold itself out as such and shall procure that its employees, agents, and subcontractors shall not hold themselves out as such.

21.9. Third party rights. A person who is not a party to this Contract shall not have any rights under or in connection with it. Notwithstanding the foregoing, the Contract is enforceable by Catapult and by any members of

its Group from time to time pursuant to the Contracts (Rights of Third Parties) Act 1999. Changes and variations agreed by Catapult in accordance with clause 21.10 will not require the consent of any other member of Catapult's Group.

21.10. Variation. Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing, which references the relevant PO Number(s) and is signed by or on behalf of Catapult and the Supplier. The Supplier shall continue to perform under this Contract unless and until a variation is agreed and binding between the parties. The Supplier acknowledges that only Catapult's C-Suite Officers and Company Secretary have the authority to vary this Contract on behalf of Catapult.

21.11. Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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