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# Agreement for the Provision of Funding Information Services

BETWEEN

Idox Software Limited a company incorporated in England (Company No 02933889) with its registered office at 2nd Floor, Waterside 1310, Arlington Business Park, Theale, Reading, RG7 4SA ("the Supplier")

AND

Faculty of Forestry and Wood Sciences, Czech University of Life Sciences Prague, Kamýcká 129, 165 00 Praha-Suchbát, Czechia ("the Customer")

WHEREAS Supplier is in the business of providing software related services and Customer wishes to purchase such services, this Agreement sets out the terms on which Supplier will provide the services detailed below:

INITIAL PERIOD	This order shall run for an initial period of 12-36 months (options provided below).		
SERVICES	<p>The Services to be provided under the Agreement are as follows:</p> <p>The supply of RESEARCHconnect International Internet Access Licence</p> <p><input checked="" type="checkbox"/> valid from 1<sup>st</sup> December 2019 to 30<sup>th</sup> November 2020 (1 year) - € 6,695.00 + VAT</p> <p><input type="checkbox"/> valid from 1<sup>st</sup> December 2019 to 30<sup>th</sup> November 2021 (2 years, 4% discount) - € 12,855.00 + VAT</p> <p><input type="checkbox"/> valid from 1<sup>st</sup> December 2019 to 30<sup>th</sup> November 2022 (3 years, 8% discount) - € 18,480.00 + VAT</p> <p>This special offer is based on a rate card price of € 6,695 per year. Subsequent renewals will be based on this rate card.</p>		
INITIAL COST	As per above selection.		
SUPPORT	Access to Help Desks during the period of the licence	-	No additional charge
	One implementation online support session within the initial period of the contract.	-	Charge inclusive
	One Strategic Consultation within the first three month of the contract.	-	Charge inclusive
PAYMENT TERMS/ SCHEDULE	Amount for the subscription period selected above payable 30 days from invoice date. The invoice is to contain all particulars of a proper accounting and tax document in sense of relevant legislative requirements, in particular, Act. No. 235/2004 Sb., on value-added tax, as amended. In the event that the invoice does not meet all requirements, the Customer is entitled to return it to the Supplier within the payment due term for completion thereby not incurring delay in maturity date. The payment due date starts to run afresh from the date of re-delivery of duly completed or corrected invoice to the Customer.		
CUSTOMER OBLIGATIONS	<p>This licence may only be used by the Customer organisation as constituted at the time of signature. It may also be used by the organisation to support small local community, voluntary and charitable organisations and small to medium sized enterprises (SME's) in connection with the organisation's own activities.</p> <p>Searches cannot be undertaken for or on behalf of any other organisations without the prior written approval of the Supplier.</p> <p>The Supplier undertakes to provide details of grants, aids and incentives available to research organisations, subject to the areas of interest indicated in a RESEARCHconnect search. Such is the nature of the complex system of grant aid that there can be no guarantee that a particular grant will be available for any one purpose at any one location. The Supplier is not able to influence an organisation's eligibility for any one scheme.</p> <p>Unless the Supplier is notified in writing to the contrary, it is accepted that the name of the Customer may be used by the Supplier in its promotional literature and client listings.</p> <p>The Customer may only reproduce RESEARCHconnect information according to the terms of this contract and must acknowledge RESEARCHconnect and the Supplier as the source. Use of the RESEARCHconnect product name or the Supplier company name for any other purpose must have written permission from the Supplier.</p>		

## ADDITIONAL NOTES

The discounted rates quoted herein are only guaranteed subject to return of this signed order form no later than close of business on 20/12/2019.

This Agreement shall enter into force on the date of signature of the Agreement by authorized representatives of both Contracting Parties and effective on 1 December or on the date of publication of the Contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended, whichever comes later.

The Supplier unreservedly agrees to the publishing of the full text of the Agreement in such a way that this Agreement could be information provided according to terms of Act No. 106/1999 Coll., on free access to information, as amended. The Supplier also agrees with publication of the full version of the Agreement pursuant to Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.

In consideration of the mutual obligations assumed under this Agreement, the parties agree to the terms and conditions attached at Annex A and represent that this Agreement is executed by duly authorised representatives as of the dates below.

Once completed, please return by e-mail to: [solutions.orders@idoxgroup.com](mailto:solutions.orders@idoxgroup.com).

For Faculty of Forestry and Wood Sciences		For Idox Software Ltd	
Signature		Signature	
Name	Ing. Karel Půbšt, Ph.D.	Name	Alexander Nehm
Position		Position	Business Development Manager
Date	02-12-2019	Date	11 November 2019
Does a Purchase Order number relate to this order?		No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Order Number: _____	

Prověřeno právním odd. ČZU v Praze

## Annex A Terms and Conditions

### 1. DEFINITIONS

In this Agreement the following expressions have the meanings set opposite unless the context requires otherwise:

'Agreement'	means this Agreement together with any documents referenced herein
'Data Protection Legislation'	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DAP 2018 [subject to Royal Assent] to the extent that it relates to the processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
'Data Protection Impact Assessment'	Means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
'Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer Data Loss Event'	Take the meaning given in the GDPR
'Data Subject Access Request'	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
'DPA 2018'	means Data Protection Act 2018
'GDPR'	means the General Data Protection Regulation (Regulation (EU) 2016/679)
'Law'	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply
LED 'Obligations'	means the Law Enforcement Directive (Directive (EU) 2016/680) means the obligations of the Customer in connection with this Agreement
'Party'	means a Party to this Agreement
'Price'	means the price chargeable in respect of the Services
'Protective Measures'	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
'Products'	means those products provided by the Supplier to the Customer in support of the Services being provided
'Services'	means the services provided by the Supplier to the Customer as detailed above
'Software'	means any software owned by or licensed to the Supplier and supplied or made available to the Customer for the provision of the Services
'Sub-processor'	means any third Party appointed

Clause headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement.

No amendment or variation to this Agreement shall be valid unless agreed and signed in writing by both parties.

### 2. ENTIRE AGREEMENT

This Agreement and any other documents referred to herein constitute the entire Agreement between the Supplier and the Customer in relation to the Services and supersede all proposals, oral and written, between the parties in respect of the Services. In particular no other terms and conditions (including any set out in any purchase order issued by the Customer) or prior representations of the Supplier or the Customer shall apply unless agreed in writing by the Supplier and the Customer.

### 3. USE OF THE SERVICE

The Service is owned and operated by the Supplier and is provided to the Customer for use by the Customer and its customers.

The Supplier on behalf of itself and any third party licensor(s) of the Software retains all rights and title to the Software and the Service and no Intellectual Property Rights or goodwill therein are transferred to the Customer.

In relation to the Service and the Software:

- the Customer is granted a non-exclusive, non-transferable right to use the Service and the Software;
- the Customer agrees to comply with all governmental or other regulations relating to the use of the Service or Software.

The Customer must not remove or alter copyright and other proprietary notices contained in the Service or Software.

Any data content provided as part of the Service may be accessed by the Customer only for its own and its customers' use. Other than proper use of the data content in accordance with this Agreement, the Customer may not commercially exploit the data content in any way.

### 4. PERFORMANCE and WARRANTY

In consideration of the payment of the Price by the Customer and provided that the Customer performs the Obligations, the Supplier shall during the Term supply the Services.

The Supplier warrants that any Product supplied as part of the Services shall comply in all material respects with its applicable specification and that the Services shall be performed with reasonable skill, care and diligence by appropriately experienced, qualified and trained personnel.

Save for the warranties set out above any and all other terms, conditions, representations, warranties and undertakings, whether express or implied, are hereby excluded to the furthest extent permitted by applicable law.

The Customer's sole remedy for breach of the warranties above is to require the Supplier either to remedy the non-compliance of any Product or to re-perform the relevant Service within a reasonable time at no additional charge to the Customer provided that any such breach is notified to the Supplier promptly and the Customer shall provide all information as may be reasonably necessary to assist the Supplier in resolving the defective Product or Service.

### 5. TERM

This Agreement shall run for the Initial Period.

### 6. TERMINATION

This Agreement may be terminated forthwith by either party on written notice if the other party is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof in writing.

Either party may terminate this Agreement forthwith on written notice if the other party shall become insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation. The Supplier may terminate this Agreement if the Customer fails to pay any amount due to the Supplier within ninety (90) calendar days of the date of the undisputed invoice or the date on which the invoice was determined as valid..

Termination of this Agreement shall not prejudice any rights of either party which have arisen on or before the date of termination.

### 7. CONFIDENTIALITY

Each party agrees that it will not without the prior written agreement of the other party permit the duplication, use or disclosure of any Confidential Information to any third party unless at the time of disclosure such information is within the public domain.

For the purposes of this Agreement, "Confidential Information" shall mean (without limitation) any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients, the Software and other materials delivered by the Supplier to the Customer pursuant hereto and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and programming interfaces, protocols and integration, data, drawings, diagrams, software programs, trade secrets, know-how, algorithms, software architectures, designs and documentation (including in particular screen designs), all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.

Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law or other regulatory authority.

In the event of termination of this Agreement the obligations of both parties under this clause shall continue as if the Agreement had not been terminated.

### 8. LIMITATION OF LIABILITY

Each party will indemnify the other against any claim for or in respect of death or personal injury of any person if and to the extent that it is caused by the negligence of such party or any employee of such party.

The Supplier will be liable for damage to the Customer's premises proven to have been caused by its negligence up to a maximum of £1,000,000 (one million pounds).

Subject always to para 1 above, in the event that the Supplier fails to comply with its obligations of whatever nature arising under an Agreement, its liability for loss or damage in relation to loss or damage caused by the Services (whether in contract, tort (including negligence), restitution or otherwise) shall not exceed in the aggregate 100% of the value of the annual Service fee.

The Supplier shall not be liable to the Customer for any representation (unless fraudulent), implied warranty, condition or other term, any duty at common law, or any express terms of an Agreement, for any special, indirect or consequential loss including but not limited to loss of business, loss of contracts, loss of anticipated savings or revenue, or goodwill, or loss of or damage to or corruption of data or software.

The parties agree that it is reasonable that the Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions given to the Supplier by the Customer which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or any other fault of the Customer. The parties also agree that it is fair and reasonable for risk to be allocated and in the context of the price being charged to the Customer and the nature of the losses which the Customer might suffer, that the Supplier's liability be limited in the manner set out in this Clause 8.

Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or such party's licensors may cause such other party irreparable injury for which there may be inadequate remedies at law and that such other party and its licensors will be entitled to equitable relief, in addition to all other remedies available to it.

### 9. CHARGES

Services are provided at the rate and payment terms set out in the Payment Schedule.

The charges set forth herein shall not be increased until the expiry of the fixed term agreed.

Thereafter, the charges may at the company's discretion be increased upon subsequent automatic renewal(s) at the anniversary of the inception date in each year but such increases will not exceed 3% in any twelve month period. However, where a pre-determined renewal cost has been mutually agreed and clearly stated on page 1 of this agreement such costs shall take precedence, be applied and bind all parties.

All charges payable under the Agreement are exclusive of Value Added Tax or any other relevant taxes which will be added at the prevailing rate from time to time.

The Supplier will quote any Customer purchase order number or reference provided that it is supplied prior to the issue of an invoice. If none is provided then Customer agrees that the absence of such does not constitute grounds for non-payment or delay in the settlement of an invoice.

If the payment of any sum under the Agreement shall be delayed by the Customer other than in legitimate dispute, the Supplier shall be entitled to charge interest at 3% per annum over the Bank of Scotland current base rate on the amount of the delayed payment for the period of the delay.

### 10. WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement.

### 11. PUBLICITY

The Supplier may advertise or publicly announce that it is providing services to the Customer unless notified to the contrary in writing.

### 12. ARBITRATION

Any dispute or difference which may arise between the Customer and the Supplier in connection with or arising out of an Agreement, and which cannot be resolved by internal escalation, may by agreement of both parties:

- be referred to mediation in accordance with the Centre for Effective Dispute Resolutions (CEDR) Model Mediation Procedure or failing that a procedure administered by such other similar organisation as the President for the time being of the Law Society of England and Wales. The costs of the mediation shall be borne equally between the parties.
- be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Customer and the Supplier, failing such agreement within fourteen (14) days, to be nominated by the President for the time being of the Law Society of England and Wales. The costs of the arbitration shall be at the discretion of the arbitrator.

### 13. SEVERABILITY

If any part term or provision of the Agreement not being of a fundamental nature be held illegal or unenforceable the validity or unenforceability of the remainder of the Agreement shall not be affected

### 14. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Agreement if such failure results from circumstances beyond the party's reasonable control including but not limited to industrial action, epidemic, fire, flood, riot, war, act of god, lightning, aircraft impact, explosion, civil commotion, malicious damage, storm, tempest, earthquake, legal enactment or governmental or other regulation. Both parties shall use their reasonable endeavours to ensure that any failure is kept to a minimum.

Where as a result of any event beyond the reasonable control of a party the Agreement has not been performed for a period exceeding two months or it appears impossible or unlikely that the whole or a substantial part of the Agreement will be capable of performance for a period exceeding two months, then the non-defaulting party may elect to terminate the Agreement upon two weeks

written notice without any further liability of either party (save in relation to payment for Services already provided prior to such date).

#### 15. NOTICES

Any notice shall be sufficiently given if delivered personally, by fax or email or sent by first class mail to the other party at its address specified above or at such other address as it may have notified in writing for such purposes to the other party. Notices so sent shall be deemed to have been received on delivery if delivered personally, if sent by first class mail to have been received two working days following dispatch and if sent by fax or e-mail on receipt of confirmation of successful transmission. Where it is deemed delivery would take place on a non-Working Day then it shall be deemed to take place on the following Working Day.

#### 16. ASSIGNMENT

The Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Supplier, which shall not be unreasonably withheld. The Supplier may assign any of its rights or delegate any of its obligations hereunder to any of its group companies without the consent of the Customer.

#### 17. DATA PROTECTION

Each party shall for the duration of this Agreement comply with the provisions of the Data Protection Act 17.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is determined by the Customer and may not be determined by the Service Provider.

17.2 The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

17.3 The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Customer's written instructions, unless the Service Provider is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:

(i) the Service Provider Personnel do not process Personal Data except in accordance with this Agreement and the Customer's written instructions;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Service Provider's duties under this clause;
- (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Service Provider is required by Law to retain the Personal Data.

17.5 Subject to clause 17.6, the Service Provider shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

17.6 The Service Provider's obligation to notify under clause 17.5 shall include the provision of further information to the Customer in phases, as details become available.

17.7 Taking into account the nature of the processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as

possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

17.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

17.9 The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

17.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.

17.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Service Provider must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

17.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

17.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

17.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Service Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's office.

#### 18. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges and accepts that any and all intellectual property rights which subsist in or arise in connection with the Products and Services belong to the Supplier and/or its third-party licensors.

#### 19. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Agreement.

#### 20. APPLICABLE LAW

This Agreement shall be subject to and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

#### 21. HEALTH & SAFETY

The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of the Services.

The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's offices and which may affect the Supplier in the performance of the Services.

Whilst at the Customer's Offices, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of personnel and other persons working on those premises.

#### 22. PREVENTION OF CORRUPTION

The Customer shall be empowered to terminate the Agreement and recover from the Supplier the amount of any loss resulting from such termination if:

- the Supplier or any person employed or acting on the Supplier's behalf shall have offered or given or agreed to give any person any gift or inducement or reward in relation to the obtaining or execution of this Agreement with the Customer or shall have committed any offence under Prevention of Corruption Acts 1889 -1916 or shall have given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972, or any statutory modification or amendment thereto; or
- the Supplier or any person employed or acting on the Supplier's behalf shall have committed any breach of any applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or have engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.

#### 23. FREEDOM OF INFORMATION

Where the Customer is a under a duty to comply with the provisions under the Freedom of Information Act 2000 or any statutory modification or re-enactment or any related guidance or codes of practice relating to such Act ("FOIA") the Supplier shall assist the Customer, on the basis set out below, in meeting any reasonable requests for information in relation to the Agreement which are made to the Customer in connection therewith. The Customer may, from time to time, serve on the Supplier an information notice requiring the Supplier within such time and in such form as is specified in the information notice, to furnish to the Customer such information as the Customer may reasonably require relating to such requests for information. For the avoidance of doubt, the Supplier shall not be obliged to retrieve or provide data or information stored and accessible by the Customer on the Software but shall provide information held solely by the Supplier relating to the Agreement.