

## iRODS CONSULTING AGREEMENT

This Agreement is made between the University of North Carolina at Chapel Hill, on behalf of its Renaissance Computing Institute (RENCI) (hereinafter called "University"), and United Kingdom Health Security Agency (hereinafter called "Organization") with an address at 10 South Colonnade, London E14 4PU.

(each a "Party" and collectively "Parties").

WHEREAS, the iRODS data management system (hereinafter called "iRODS"), a data middleware technology developed by an open source community and backed by the University;

WHEREAS, to promote the development and adoption of iRODS-based data middleware technologies, University provides certain consulting and support services to other research organizations, businesses and universities;

WHEREAS, Organization desires for University to perform such services, and doing so is consistent with the University's research, teaching and public service missions.


NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration, Organization and University agree as follows:

1. **Scope of Services.** University will perform the services described in the statement of work, which is attached as Schedule A (the "Services").
2. **Term.** This Agreement is effective beginning on the last date signed (the "Effective Date") and will terminate upon the conclusion of University's provision of the Services, unless sooner terminated as provided herein. The Parties may extend the term upon written agreement.
3. **Termination.**

(a)

**Payment.**

5. **Entire Agreement.** This Agreement, including the attached schedules, constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement. Should the processing of this Agreement or the services contemplated under this Agreement require Organization's issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in their entirety.
6. **Warranties.** University provides the Services on an AS IS basis and makes no warranties, express or implied, regarding the quality of the Services. Organization will not be entitled to any credit or refund for any portion of the payment after the Services have been provided by University. Organization waives its right to recover from University any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.
7. **Independent Contractors.** The Parties are independent contractors, and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers.
8. **Modification; Waivers.** No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.
9. **Force Majeure.** University shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond University's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.
10. **Retention of Intellectual Property.** It is expressly agreed that neither RENCI nor the Organization transfers by operation of this Agreement, or shall transfer by operation of this Agreement, to the other Party any intellectual property right, including any patent right, trademark right, or copyright right, either Party now owns or develops in the performance of this Agreement, unless otherwise specified in the Statement of Work.
11. **Advertising.** Organization shall not use the existence of this Agreement or the name, logo, images or trademarks of University or any of its constituent schools or departments, including RENCI, as a part of any marketing or commercial advertising without prior written approval of University.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

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13. **Notices.** Organization may terminate this agreement at any time by giving University written notice specifying the effective date of such termination. Upon termination, Organization shall have no obligation to pay any additional fees; no fees already paid by the Organization shall be refunded, regardless of the effective date of termination.
  14. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina. Any legal action brought pursuant to this Agreement shall be brought only in the State or Federal courts of North Carolina.
  15. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
  16. **Survivability.** Those terms that by their nature necessarily survive termination of this Agreement shall survive.

[REDACTED]

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the date of the last signature.

SIGNED ON BEHALF OF UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR ITS RENAISSANCE  
COMPUTING INSTITUTE 1:

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 2/7/2025 | 3:33 PM EST

SIGNED ON BEHALF OF UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR ITS RENAISSANCE  
COMPUTING INSTITUTE 2:

SIGNED ON BEHALF OF UK HEALTH SECURITY AGENCY:

[REDACTED]

[REDACTED]

**Schedule A**  
STATEMENT OF WORK

2024 iRODS / UK Health Security Agency (UKHSA)

1. UNIVERSITY will assist the ORGANIZATION by providing the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. This contract will be for a fixed price of USD \$60,000.00.

4. Work is expected to be completed within 1 year.