

CONSULTANCY AGREEMENT

THIS CONSULTANCY AGREEMENT is effective as of the ____ [date]
BETWEEN:

- (1) **JUMPING RIVERS LIMITED** a company registered in England under number 10113980 and having its registered office at 13 Holmside Place, Newcastle Upon Tyne, England, NE6 5AJ ("JUMPING RIVERS") and
- (2) **DEPARTMENT FOR ENVIRONMENT, FOOD OR RURAL AFFAIRS ('DEFRA')** a company registered in England and having its registered office PO Box 790, Newport, United Kingdom, NP10 8BZ ("Client").

1. Meaning of words used in this Agreement

Agreement: the terms and conditions of this Master Services Agreement and each signed Statement of Work.

Confidential Information: any and all information, including but not limited to, data, software, algorithms, knowhow, and any and all subject matter (whether patentable or not) pertaining to either of the Parties' research, inventions, development, materials, technology, business, plans, processes, protocols and any other elements of the Parties' businesses which the Parties in their discretion consider to be of value or otherwise business sensitive. All information disclosed by a Party that is to be protected hereunder as Confidential Information; a) shall be marked "Confidential" at the time of its disclosure or (b) if such information is conveyed orally, by observation or otherwise shall be reduced to writing or other tangible form no later than 14 days thereafter and delivered to the other Party marked "Confidential".

Deliverables: deliverables specified in a Statement of Work. Where the Deliverables are in the form of a report or stream of data they shall not include the software used to create such report or stream of data. Such software shall be considered Jumping Rivers Methodology

Force Majeure Event: an event or set of circumstances beyond the reasonable control of a Party including without limitation any form of Government intervention, strikes, lockouts, severe weather, fire, explosion, flood, lightning, act of terrorism, riot, failure of telecommunication links, war or Act of God.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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 rights, topography rights, moral 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.

Parties: JUMPING RIVERS and CLIENT and "Party" means either one of them.

Reference Material: all documents, information and materials provided by or on behalf of CLIENT to JUMPING RIVERS.

Services: services specified in a Statement of Work.

Statement of Work: an outline of services to be provided by Jumping Rivers and the consideration to be paid by CLIENT together with other terms specific to those services (if any) referencing this Agreement and signed by both Parties. The initial Statement of Work is attached as a Schedule to this Agreement.

JUMPING RIVERS Methodology: know-how, ideas, concepts, methods and techniques which JUMPING RIVERS alone supplies and which have been generated independently of any Services or Deliverables together with any improvements thereto that may be developed during the provision of the Services but which do not rely upon any Confidential Information of CLIENT.

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2. Agreement and Statements of Work

- 2.1. This Agreement will take effect on the date first set out above and will continue in force until terminated by either party in accordance with clause 11.
- 2.2. At CLIENT's request, JUMPING RIVERS will prepare Statements of Work in the form attached as a Schedule to this Agreement. Each Statement of Work (together with any amendments to a Statement of Work) will be signed by CLIENT and JUMPING RIVERS and will form part of this Agreement. Any reference to this Agreement includes signed Statements of Work.
- 2.3. This Agreement constitutes a contract for the provision of services and is not a contract of employment and accordingly Jumping Rivers will be fully responsible for and will indemnify CLIENT on a full indemnity basis for and in respect of any PAYE, income tax (excluding VAT) and National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by CLIENT of its obligations under this agreement or the performance by Jumping Rivers of the services. Jumping Rivers will further indemnify CLIENT against all reasonable costs and expenses and any penalty, fine or interest incurred or payable by CLIENT in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where such liability, deduction, contribution, assessment or claim arises out of CLIENT's negligence or wilful default. CLIENT may, at its option, satisfy such indemnity (in whole or in part) by way of deduction from the fees or expenses to be paid by CLIENT under this agreement.

3. JUMPING RIVERS Responsibilities

- 3.1. JUMPING RIVERS will perform the Services with reasonable skill and care, in a diligent manner and in accordance with the applicable Statement of Work and industry standards.
- 3.2. JUMPING RIVERS will endeavour to be responsive to CLIENT requests and to complete the Services and Deliverables in line with CLIENT's reasonably requested formats and specifications and any laws, regulations and guidelines specified in the Statement of Work.
- 3.3. If JUMPING RIVERS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of CLIENT or CLIENT's agents, subcontractors, Jumping Rivers or employees, CLIENT will bear any and all costs, charges or losses sustained or incurred as a result.

4. Company Responsibilities

- 4.1. CLIENT will provide JUMPING RIVERS with copies of Reference Materials and access to CLIENT'S IT systems as JUMPING RIVERS reasonably requires to complete the Services and Deliverables.
- 4.2. Where CLIENT's approval of JUMPING RIVERS's work or tasks is required before JUMPING RIVERS can proceed with the next stage of a project or task or in order for JUMPING RIVERS to complete the Services or Deliverables, CLIENT will act diligently and in good faith in doing so.

5. Payments

- 5.1. CLIENT will pay for Services and Deliverables as described in the applicable Statement of Work and reimburse JUMPING RIVERS for any expenses, such as travel and other expenses, as are reasonable, necessary, and relate directly to an agreed project. Invoices will be issued monthly, as appropriate, and will include relevant receipts.
- 5.2. CLIENT will pay each invoice in full within 30 days of the invoice date.
- 5.3. JUMPING RIVERS will keep records of time devoted to providing Services and Deliverables. At CLIENT's reasonable request, JUMPING RIVERS will provide copies of documentation to support time and expenses incurred.

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- 5.4. If CLIENT fails to pay JUMPING RIVERS on the due date for payment, without prejudice to any other rights and remedies JUMPING RIVERS may have, JUMPING RIVERS may:
- (a) suspend provision of all or part of the Services and Deliverables under any Statement of Work, until payment has been made in full; and
 - (b) claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and CLIENT will pay the interest immediately on demand.

- 5.5. If and when this Agreement or any Statement of Work is terminated, all sums payable to JUMPING RIVERS for Services and Deliverables completed before that date and which are then outstanding, become immediately due and CLIENT will pay them on demand.

6. Reference Materials

- 6.1. All Reference Materials will be and remain owned by CLIENT and JUMPING RIVERS will use all best commercial efforts to ensure the Reference Materials are not lost or damaged while in its possession or under its control.
- 6.2. If requested, JUMPING RIVERS will return Reference Materials to CLIENT upon completion of the Services and Deliverables or on termination of any Statement of Work or of this Agreement whichever shall be the earliest.
- 6.3. CLIENT will indemnify JUMPING RIVERS against any claim and reimburse JUMPING RIVERS fully for any loss, liability, expense or cost (including legal fees) JUMPING RIVERS must pay as a result of or arising from any claim by a third party that JUMPING RIVERS's use of Reference Materials and/or CLIENT Confidential Information in accordance with the terms of this Agreement, infringes the rights including Intellectual Property Rights of a third party.

7. Deliverables

- 7.1. Upon reasonable prior written notice from CLIENT JUMPING RIVERS will make available to CLIENT for inspection or scrutiny during normal business hours, all or any part of any documents or other Deliverables generated as part of a Statement of Work.
- 7.2. In consideration of CLIENT's payment for the Services and Deliverables in full and cleared funds and subject always to clause 8 (JUMPING RIVERS Methodology), JUMPING RIVERS now assigns to CLIENT (including by way of a present assignment of future copyright) all Intellectual Property Rights in and to the Deliverables. JUMPING RIVERS will at CLIENT's cost, execute all documents and do any acts reasonably requested by CLIENT to give effect to this assignment of Intellectual Property Rights.
- 7.3. Subject to clause 7.2, all information, documents, data, inventions, discoveries and improvements deriving from the Deliverables or any compounds which are the subject of a Statement of Work, will remain and be owned by CLIENT. JUMPING RIVERS may keep a copy of the Deliverables for legal, regulatory and audit purposes only.
- 7.4. JUMPING RIVERS warrants that to its best knowledge and belief use of the Deliverables by CLIENT will not infringe the rights including Intellectual Property Rights of a third party.

8. JUMPING RIVERS Methodology

- 8.1. All rights (including Intellectual Property Rights) in and to Jumping Rivers Methodology and any improvements thereto will remain and be owned by JUMPING RIVERS.
- 8.2. CLIENT may use Jumping Rivers Methodology solely to the extent reasonably necessary for CLIENT to use, analyse or review the Deliverables, including in making submissions or other disclosures to government or regulatory authorities.

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9. Limitation of Liability

- 9.1.** This clause sets out the entire financial liability of JUMPING RIVERS to CLIENT (including liability for the acts or omissions of its employees, agents, Jumping Rivers and subcontractors) in respect of :
- (a) any breach of this Agreement including Statements of Work;
 - (b) any use made by CLIENT of the Deliverables; and
 - (c) any representation, statement, act or omission (including negligence) arising out of or in connection with this Agreement.
- 9.2.** Subject to clauses 9.3, 9.4, and 9.5, JUMPING RIVERS's total liability to CLIENT in contract, tort (including negligence or breach of statutory duty), restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement (including Statements of Work) will be limited to a sum equivalent to the fees paid by CLIENT to JUMPING RIVERS under the applicable Statement of Work.
- 9.3.** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.4.** JUMPING RIVERS will not be liable for (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill and/or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.5.** Nothing in this Agreement limits or excludes JUMPING RIVERS's liability for:
- (a) death or personal injury resulting from negligence; or
 - (b) any damage or liability incurred by CLIENT as a result of JUMPING RIVERS's fraud or fraudulent misrepresentation.

10. Confidentiality

- 10.1.** All Confidential Information will remain the sole and exclusive property of the Party disclosing it. Each Party agrees to use Confidential Information disclosed to it only for the purposes of this Agreement.
- 10.2.** Each Party undertakes for a period of ten (10) years following the termination of this agreement to keep secret and treat as confidential and to ensure that its officers, employees and agents keep secret and treat as confidential, all Confidential Information supplied to it by the other Party under this Agreement.
- 10.3.** The obligations in this Clause 10 will not extend to any information, procedures, systems, documentation or advice which the receiving Party can demonstrate:
- 10.3.1.** is in the public domain or has ceased to be secret (otherwise than as a result of a breach of this Clause 10);
 - 10.3.2.** is required to be disclosed by law or by order of a Court of competent jurisdiction;
 - 10.3.3.** is, at the time of disclosure or use, already in the receiving Party's possession free from any obligation of confidentiality or is subsequently acquired from a third party without obligation of confidentiality; or
 - 10.3.4.** has been disclosed under a written statement that it is not confidential.

11. Termination

- 11.1.** Either Party may terminate this Agreement by giving the other Party at least sixty (60) days written notice.

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- 11.2.** CLIENT shall be entitled to terminate any Statement of Work on providing JUMPING RIVERS with at least thirty (30) days written notice.
- 11.3.** Either Party may terminate this Agreement by notice in writing to the other Party with immediate effect if:
- 11.3.1.** the other Party commits a material breach of a material provision of this Agreement which is not capable of remedy or which if capable of remedy, is not remedied within 60 days of the defaulting Party receiving a written notice from the other Party, specifying the breach and requiring it to be remedied;
 - 11.3.2.** the other Party ceases to carry on business, becomes insolvent, has a receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, has a petition presented for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction.
- 11.4.** On termination of this Agreement or any Statement of Work CLIENT will pay JUMPING RIVERS those fees and expenses due for Services and Deliverables provided or irrevocably committed to before the date of termination in accordance with clause 5.2-4.

12. Events beyond our control

- 12.1.** If either CLIENT or JUMPING RIVERS is prevented or hindered from carrying out any of its obligations under a Statement of Work by a Force Majeure Event then the performance of its obligations will be suspended for the duration of the Force Majeure Event and the Party affected will not be liable for any delay in the performance of its obligations, provided that if the Force Majeure Event lasts for more than 3 months, either Party may terminate the relevant Statement of Work by giving the other Party one month's notice in writing.
- 12.2.** If a Statement of Work is suspended or terminated under Clause 12.1, JUMPING RIVERS will provide CLIENT with a report of the Services and Deliverables completed under the Statement of Work before its suspension or termination, and CLIENT will pay JUMPING RIVERS the fees and expenses for the Services and Deliverables completed.

13. Entire Agreement

- 13.1.** This Agreement is the entire agreement and understanding between CLIENT and JUMPING RIVERS concerning the subject matter of the Agreement and supersedes any and all other agreements or statements between CLIENT and JUMPING RIVERS. [For the avoidance of doubt disclosures made under the Confidentiality Agreement between the Parties of [date] shall be governed by that agreement up to the date of execution of this Agreement and by the terms of this Agreement from that date forward]
- 13.2.** Amendments to this Agreement (including Statements of Work) must be in writing and signed by authorised representatives of each Party.

14. Law and disputes

This Agreement and any rights arising out of this Agreement will be governed by English law. Before either Party starts any court proceedings in respect of a dispute, each agrees to discuss the matter in good faith with the other Party with a view to resolving it. If the dispute is not resolved following good faith discussions between the Parties, and if so requested by either party with the assistance of a mediator, the dispute will be referred to and dealt with exclusively in the courts of England.

15. Notices

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15.1. Any notice required to be given under this Agreement will be sufficiently given if sent to the address of the Party first written above by prepaid recorded delivery, registered post or email and such notices will be deemed to have been received by the addressee 3 days after posting (if sent by post), on printed confirmation of successful transmission (if sent by fax) or one hour after transmission (if sent by email).

16. Other terms

16.1. Clauses 5, 6, 7, 8, 9, 10, 11.4, 12.2, 14, 15 and 16 will survive termination of this Agreement.

16.2. Either Party's failure to exercise or enforce any right conferred upon it by this Agreement will not be deemed to be a waiver of such right or prevent the exercise or enforcement of that right in the future.

16.3. Nothing in this Agreement and no action taken by the Parties under this Agreement will constitute or be deemed to constitute a partnership between the Parties, or will constitute either Party as the agent, employee or representative of the other.

16.4. JUMPING RIVERS shall be entitled to engage subcontractors to carry out any part of the Services but shall advise CLIENT of the identity of any proposed subcontractor in advance and CLIENT shall be entitled on reasonable and objective grounds to require that JUMPING RIVERS use an alternative subcontractor.

16.5. Neither party shall use the name of the other in any marketing or publicity without the prior written consent of the other.

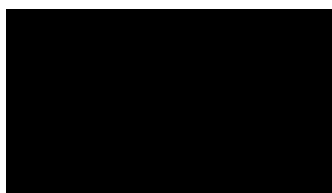
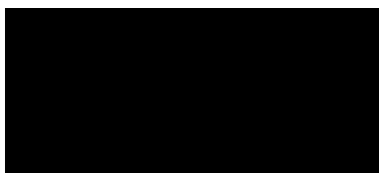
By signing below the Parties agree to the terms and conditions of this Agreement as set out on this and the preceding five pages and in the Schedule hereto.

Authorised signatory for and on behalf of:

Authorised signatory for and on behalf of:

Jumping Rivers Limited

DEFRA



Name:



Name:



Position: Director

Position: Senior Commercial Officer, Defra
Group Commercial

Date: 24th March 2022

Date: 21st March 2022

This is the Schedule to which reference is made in the Agreement between Jumping Rivers and DEFRA on 21st March 2022

Agreed Form Statement of Work 1 & 2

This Statement of Work is governed by the terms and conditions of the Master Services Agreement between JUMPING RIVERS and CLIENT dated [date] ("**Agreement**"). Capitalised words used in this Statement of Work have the meanings given to them in the Agreement.

Statement of Work ('SOW') – There are 2 Work packages ('WP')

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WP1 – RStudio Licence Renewal – ■■■ Named Users of RStudio Connect Enterprise – 12-month subscription.

Jumping Rivers is a reseller to RStudio PBC

1) RStudio Software Licence agreement

The following terms apply to the supply of the RStudio Software listed here in this Schedule

- a) Payment for Software is due on execution of this Agreement.
- b) Software is supplied subject to your acceptance of the End User Licence the text of which can be found at <https://www.rstudio.com/about/eula> which creates a direct relationship between you and RStudio Inc of 250 Northern Avenue, Boston, MA, USA ("Rstudio"). Your execution of this agreement confirms your acceptance of the End User Licence and the other conditions set out in this section.
- c) You will provide us with a valid email address and will keep us updated with any changes in your email address. You authorise us to share your email address and details with RStudio. You understand that RStudio may cease support of any older version of the Software in accordance with the RStudio Support Program as the same may be updated from time to time and set forth at <https://www.rstudio.com/>
- d) RStudio provides technical support and maintenance services directly to End Users for which the applicable fees have been paid and in accordance with RStudio's published Maintenance and Support. Program as the same may be updated from time to time as set forth at <https://www.rstudio.com/>
- e) Jumping Rivers Limited shall have no liability for the failure of RStudio to provide any update or technical support of maintenance services or for any defects in the RStudio software. Any issues in relation to the software or its maintenance should be referred directly to RStudio in accordance with the End User Licence or support agreement as the case may be.

RStudio licence Payment and set up:

Following payment of the invoice we shall arrange a suitable start date of the licence. Expected 10 business days or sooner after receipt of payment.

Work package 2 ('WP2') – RStudio Support and Maintenance (Core)

The support agreement includes 6 days per year of quarterly maintenance and an additional 0.5 days per month of email support for any service issues.

Additional monthly support allowance can be added at any renewal or discussed during the quarterly account meetings.

Purchasing this support option with an RStudio license triggers 10% discount based on license cost. Amount discounted is £2,611 (£6,000 - £2,611 = £3,389) total remaining to pay for the 12-month support is £3,389 to be paid upfront.

Roles and responsibilities:

Customer responsibilities:

Systems & information

- Provide access to systems & code when required

Key staff/persons

- Identify the key persons required for this project
- Provide availability during the project timelines

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- Respond to communication received from Jumping Rivers in a timely manner
- Attend meetings & contribute wherever possible to aid speedy progress of the tasks/project
- Provide all information relevant to the project tasks and overall project to aid speed progress of the project.

Communication of the Customer

- Jointly agree methods of communication
- Communicate outcomes or updates on agreed action points

Potential issues that may arise during the project must be communicated at the earliest stage.

Examples of issues includes:

- Changes to team members
- System changes
- Staff absence
- Updates or changes in finance system

Jumping Rivers Responsibilities:

Systems and Information access

- Provide safe and secure methods for sharing information
- Provide safe and secure methods for storing information

Key staff/persons

- Provide contact details of all staff involved
- Will respond to all communication received from the customer in a timely manner
- Arrange necessary meetings required with the Customer
- Agree action points required

Communication

- Jointly agree methods of communication
- Provide regular updates to the client, including agreed action points identified during meetings
- Arrange regular milestone updates including any meetings deemed necessary with the customer

Potential issues that may arise during the project must be communicated at the earliest stage.

- Expected or unexpected absence of key staff
- Development Issues identified that will cause delays in the timely completion of the project
- Additional costs that were not foreseen or included in the original estimated price for the work to be completed.
- Customer needs identified that had not previously been identified
- Process changes of internal systems used for communication with the Customer
- Change in finance system/process

Fees and payment schedule:

Item	Description	Cost	Invoice date	Invoice Number	Payment terms	Other info
WP1	RStudio Connect (Enterprise) [REDACTED] named users - 12-months	£26,119	sent separately via email	TBC	on-signing of this agreement	Licence will be delivered 5-10 business days on receipt of payment
WP2	RStudio Support & Maintenance (Core)	£3,389	sent separately via email	TBC	on-signing of this agreement	support will be arranged with the support team using support@jumpingrivers.com

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Total £29,508

Authorised signatory for and on behalf of:

Jumping Rivers Limited



Name:



Position: Director

Date: 24th March 2022

Authorised signatory for and on behalf of:

DEFRA



Name:



Position: Senior Commercial Officer, Defra
Group Commercial

Date: 21st March 2022

INITIAL STATEMENT OF WORK