# This is an unsigned copy of the agreement between Animal Analysis and our external consultant. This is for the clients information.

# CONSULTANCY AGREEMENT

Effective date:

This document refers to agreements between the following two parties:

| | |
|---|---|
| **The Business** | Thomas Rowland trading as Animal Analysis |
| **Address:** | 17 Manor Drive, Scawby, Brigg, DN20 9AX |
| **The Consultant** | Phil Assheton |
| **Address:** | Bremer Straße 43, 10551 Berlin |

This agreement is intended to provide a framework under which The Business and The Consultant may work together on statistical consultancy work, quantitative and statistical tuition, and workshop projects. Each individual project will be agreed separately in writing before work begins.

This Consultancy Agreement (the "Agreement") is made between:

- Thomas Rowland of 17 Manor Drive, Scawby, Brigg, DN20 9AX, trading as Animal Analysis
- Phil Assheton of Bremer Straße 43, 10551 Berlin.

Together, Thomas and Phil are referred to as the "Parties" and individually as a "Party". In what follows, the "Business" refers to Thomas Rowland trading as Animal Analysis, and the "Consultant" refers to Phil Assheton.

## 1. Purpose and scope

The Business may engage the Consultant to provide specialist services in connection with research methodology, statistics and quantitative skills. The services may include, without limitation:

- statistical consulting and analysis;
- tuition and one-to-one statistical teaching for the Businesses clients;
- planning, preparing and delivering workshops for the Business;
- statistical programming, data analysis, modelling, reporting and interpretation; and
- other research-methods services expressly agreed by the Parties

The Parties may work independently or jointly with clients. Nothing in this Agreement requires either Party to accept work that it does not wish to undertake.

## 2. Project acceptance and project-specific terms

Neither Party is obliged to accept every project offered by the other Party. Each project is a separate engagement and must be agreed by both Parties before work begins.

For each project, the Parties should agree in writing, whether by a signed Statement of Work, project brief or clear written email, the relevant scope, deliverables, timetable, fee or fee-sharing arrangement, and any project-specific assumptions or limitations.

A template Statement of Work is included in Schedule 1. This is just an example, The Parties may agree to amend or replace that template for particular projects.

If a project materially changes in scope, complexity or timetable, the Parties will discuss and agree any revised fee and deliverables in writing before the additional work is undertaken where reasonably practicable.

## 3. Fees, revenue sharing and payment

Tuition work: where the Business contracts with a client for tuition delivered by the Consultant, the Business will retain 10% of the amount actually received from the client for that tuition work, and the remaining 90% will be payable to the Consultant, subject to any project-specific agreement.

Statistical consulting: the fee payable to the Consultant, and any amount retained by the Business, will be agreed separately for each project. The Parties may agree either a fixed fee, hourly/day rate, percentage split, or other commercially reasonable arrangement. This may be agreed in advanced of the project start but can be subject to change depending on whether the involvement of the Consultant is more or less than expected at the project start.

Workshops delivered jointly: the fee or revenue split will be agreed separately for each workshop or workshop series before the workshop is marketed or delivered.

Unless otherwise agreed in writing, the Business will invoice the Client and the Consultant will invoice the Business for the Consultant's agreed share of the relevant fee.

Unless otherwise agreed for a particular project, Consultant invoices are payable within 1 month of the invoice date. The Business will not be required to pay an amount that it has not itself received from the relevant Client where the project-specific arrangement expressly makes the Consultant's payment contingent on client receipt.

All fees are exclusive of VAT or other applicable taxes unless expressly stated otherwise. Each Party is responsible for issuing legally compliant invoices and for its own tax obligations.

## 4. Confidentiality

Each Party must keep confidential and must not disclose to any third party any confidential information received from the other Party or from a client in connection with a project, except as permitted by this Agreement or with prior written consent.

Confidential information includes, without limitation, client data, unpublished manuscripts, research findings, research protocols, analysis plans, statistical code, commercially sensitive information, pricing information, business plans, and other non-public information.

Confidential information may only be disclosed to third parties if required by England and Wales law.

The confidentiality obligations in this clause continue after termination of this Agreement for so long as the information remains confidential, subject to any applicable legal requirements.

The Consultant accepts and agrees to The Businesses privacy statement for Clients and agrees to not perform any action that would result in a breaking of that statement.

## 5. Intellectual property

Subject to the provisions concerning pre-existing materials below, the Business will own all intellectual property rights in analysis code, reports, templates, figures, tables and other deliverables created by the Consultant specifically for a project commissioned by the Business, unless agreed otherwise in advance. The exception to this is that if the Consultant produces material for workshop delivering then the Consultant retains ownership of said material.

The Consultant retains ownership of any pre-existing intellectual property, generic statistical methods, know-how, reusable libraries, templates or materials that were developed independently of the Business or before the relevant project. Where those materials are incorporated into a project deliverable, the Consultant grants the Business a non-exclusive, worldwide, perpetual, royalty-free licence to use them as reasonably necessary to use and provide the deliverable.

The Consultant will not knowingly include third-party material in a deliverable in a way that prevents the Business or its client from using the deliverable for the agreed project purpose.

## 6. Data protection and information security

Each Party will comply with all applicable data protection and privacy laws relevant to its activities, including, where applicable, the UK GDPR and the Data Protection Act 2018, as amended or replaced from time to time, and any other applicable privacy legislation in the jurisdiction in which that Party operates.

Each Party will take appropriate technical and organisational measures to protect personal data and confidential information against loss, unauthorised access, disclosure, alteration or destruction.

Before personal data is shared with the Consultant, the Parties will determine their respective roles (for example, controller, joint controller or processor) for the relevant processing activity and will put in place any additional contractual terms required by applicable law.

Where the Consultant acts as a processor on behalf of the Business or a client, the Parties will enter into appropriate data-processing terms containing any provisions required by applicable law, including provisions concerning documented instructions, confidentiality, security, sub-processors, data-subject rights, assistance, deletion or return of data and audits where applicable.

Each Party will promptly notify the other of any actual or suspected personal-data breach affecting the other Party or a client project where notification is reasonably necessary to enable legal or contractual obligations to be met.

## 7. Professional standards and responsibility for work

Each Party will perform its agreed project responsibilities with reasonable skill and care and in accordance with the scope agreed for the relevant project.

Where both Parties are directly involved in a project, the Parties accept shared responsibility for the overall delivery of that project.

Neither Party will be responsible for errors, omissions or losses caused solely by the other Party, by a client, by inaccurate or incomplete information supplied to the project team, or by circumstances outside the responsible Party's reasonable control.

The Parties will cooperate in good faith to identify and correct any material error in a deliverable that is attributable to their respective work, subject to the agreed project scope.

## 8. Insurance and liability

Each Party must have and maintain insurance as is reasonably appropriate for the services it provides, considering the nature, value and risk of the work, including professional indemnity insurance where appropriate.

Where both Parties are involved in a project, the Parties intend to share responsibility for project delivery in accordance with clause 7, but neither Party gives a blanket guarantee for the other Party's conduct or professional negligence.

Any project-specific limitations of liability, indemnities, insurance requirements or client contractual requirements should be identified and agreed in the relevant Statement of Work before the project begins.

## 9. Independent businesses

The Parties are separate and independent businesses. Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency relationship or relationship of principal and agent between the Parties.

Each Party is responsible for its own tax, National Insurance or equivalent contributions, accounting, regulatory compliance, licences, registrations, insurance and other legal obligations applicable to its business in its relevant jurisdiction.

Neither Party has authority to bind the other Party to any contract, incur liabilities on behalf of the other Party, make representations on behalf of the other Party, or otherwise act as the other Party's agent unless expressly authorised in writing for the relevant matter.

Neither Party accepts responsibility for the other Party's taxes, debts, employment obligations, regulatory obligations or other liabilities.

## 10. Client relationships and communications

The Parties will agree, for each project, which Party is the primary client contact and which Party is responsible for invoicing the client. However, it is accepted that in most circumstances and thus the default will be for the Business to be the clients primary contact and be responsible for invoicing the client.

Neither Party will knowingly make material representations to a client about the other Party's qualifications, availability, fees or deliverables without first confirming them with the other Party where reasonably practicable.

The Parties may identify the other Party as a collaborator or associate when appropriate, provided that such description is accurate and does not imply an employment, partnership or agency relationship.

## 11. Termination

Following the Effective Date, either Party may terminate this Agreement immediately by written notice (inclusive of email) to the other Party. The termination will not remove either Party's obligation to complete or properly hand over any project work already accepted, unless the Parties agree otherwise.

Either Party may terminate this Agreement immediately if the other Party commits a material breach that cannot be remedied, or if it fails to remedy a material breach within a reasonable period after receiving written notice requiring it to do so.

Termination of the Agreement does not affect accrued rights, payment obligations, confidentiality, intellectual property, data protection, liability or any other provision intended to survive termination.

## 12. Records, data and return of materials on termination

On completion or termination of a project, each Party will return, securely delete or otherwise deal with client data as agreed with the project client, and confidential information in accordance with the project terms and applicable law.

Where personal data is being processed on behalf of another controller, the Parties will follow the applicable controller/processor contract and instructions concerning return or deletion of personal data.

Each Party may retain records that it is legally required to retain, provided that any continuing confidentiality and data protection obligations are maintained.

## 13. Disputes

The Parties will first attempt to resolve any dispute through good-faith discussion between themselves, with the aim of reaching a practical resolution.

If a dispute cannot be resolved informally, either Party may propose mediation or another appropriate form of alternative dispute resolution before commencing court proceedings, unless urgent legal relief is required.

## 14. Governing law and jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Subject to any agreed alternative dispute resolution process, the courts of England and Wales will have exclusive jurisdiction to settle disputes arising out of or in connection with this Agreement.

Each Party remains responsible for complying with mandatory laws and regulatory requirements applicable to it in the country or jurisdiction in which it operates. Nothing in this clause removes any mandatory legal requirement that cannot lawfully be excluded or changed by contract.

## 15. General

Entire agreement: This Agreement, together with any agreed Statement of Work and any applicable data-processing terms, forms the agreement between the Parties concerning the subject matter and supersedes previous discussions or understandings on that subject matter.

Variation: Any amendment to this Agreement must be agreed in writing by both Parties.

Severance: If any provision is found to be invalid or unenforceable, the remaining provisions will continue in force and the Parties will seek to replace the affected provision with a valid provision that most closely reflects the intended commercial effect.

Assignment: Neither Party may assign this Agreement or transfer its rights or obligations without the other Party's prior written consent, except where a transfer is required by law or occurs as part of a genuine sale or restructuring of the relevant business and does not materially prejudice the other Party.

Notices: Notices under this Agreement may be given by email to the contact details specified by each Party, unless a particular notice is required by law to be given in another form.

## Schedule 1 – Project Statement of Work / Brief

This Schedule may be completed separately for each project and agreed by email or signature under the main Consultancy Agreement.

| | |
|---|---|
| **Project title / reference** | [PROJECT TITLE / NUMBER] |
| **Client** | [CLIENT NAME / ORGANISATION] |
| **Lead contact** | [BUSINESS / CONSULTANT / JOINT] |
| **Services** | [STATISTICAL CONSULTING / TUITION / WORKSHOP / OTHER] |
| **Scope** | [DESCRIPTION OF WORK] |
| **Deliverables** | [LIST DELIVERABLES] |
| **Milestones / deadlines** | [DATES] |
| **Fee / revenue split** | [AMOUNT OR AGREED SPLIT] |
| **Expenses** | [WHETHER INCLUDED / REIMBURSED] |
| **Client invoicing** | [WHO INVOICES CLIENT] |
| **Consultant invoicing** | [WHEN CONSULTANT MAY INVOICE BUSINESS] |
| **Data protection role** | [CONTROLLER / PROCESSOR / JOINT CONTROLLER / N/A] |
| **Special requirements** | [CONFIDENTIALITY / INSURANCE / CLIENT TERMS / OTHER] |

## Schedule 2 – Standard Commercial Arrangements

The following are defaults only and can be superseded by the Statement of Work for an individual project.

| Service type | Business share | Consultant share |
|---|---|---|
| Tuition | 10% of client payment received | 90% of client payment received |
| Statistical consulting | Agreed per project | Agreed per project |
| Workshops delivered jointly | Agreed per project | Agreed per project |

## Signatures

By signing below, the Parties confirm that they have read and agree to the terms of this Agreement.

| For the Business | For the Consultant |
|---|---|
| Name: Thomas Rowland | Name: Phil Assheton |
| Position: Founder and sole trader | Business name: |
| Signature: _____ | Signature: _____ |
| Date: | Date: _____ |
| Business legal name: Thomas Rowland trading as Animal Analysis | Address: Bremer Straße 43, 10551 Berlin |