

SUBCONSULTANCY SERVICES AGREEMENT

A	<p>Oxfordshire County Council, who is a Local Authority, registered in England & Wales and whose office is at County Hall, New Road, Oxford, OX1 1ND, will undertake the Services subject to the provisions set out in this Agreement.</p> <p style="text-align: right;">("Subcontractor")</p>
B	<p>Space Clipper Industries Limited The Generator, The Gallery, King's Wharf, The Quay, Exeter EX2 4AN</p> <p>Registered Company No: 14546076</p> <p style="text-align: right;">(the "Space Clipper")</p>
C <i>Insert the Space Clipper contact person and their details</i>	<p>Andrew Allen Managing Director andy.allen@spaceclipper.co.uk</p> <p style="text-align: right;">(the "Space Clipper Contact")</p>
D <i>Insert the name of Consultant(s)</i>	<p>Name of the Subcontractor employee(s) "Consultant(s)" who will undertake the Services on behalf of the Subcontractor:</p> <p>Mark Saunders mark.saunders@oxfordshire.gov.uk</p> <p style="text-align: right;">(the "Consultant")</p>
E <i>Describe the work and any deliverables or attach a detailed description thereof and refer to that attachment here</i>	<p>The Subcontractor will provide the Services of the Consultant to perform the following work:</p> <p>See appendix of details of work</p> <p style="text-align: right;">(the "Services")</p>
F <i>Insert any additional Space Clipper Obligations</i>	<p>Space Clipper's Obligations</p> <ul style="list-style-type: none"> - To provide visualization materials for the subcontractor to review - To provide stakeholder maps for the subcontractor to review - To provide dissemination materials to allow the subcontractor to make effective introductions - To provide background context to allow the subcontractor to effectively feed into Space Clipper's business model. <p style="text-align: right;">(the "Space Clipper's Obligations")</p>
G <i>Insert start and end date</i>	<p>The agreed timetable for delivering the Services is as follows:</p> <p>Start Date: 01 September 2025 End Date: 30th June 2026</p> <p style="text-align: right;">(the "Commencement Date" and the "Completion Date")</p>
H <i>Insert charges and out of pocket expenses</i>	<p>Charges (exclusive of VAT):</p> <p>Up to a total value of £4,042.5 exc. VAT for the project</p> <p style="text-align: right;">(the "Price")</p> <p>Out of Pocket Expenses that Space Clipper must pay for (subject to provision of reasonable evidence of the same having been incurred): Travel</p> <p style="text-align: right;">(the "Expenses")</p> <p>To be invoiced: based on completion of successful delivery of deliverable as outlined in the appendix with invoicing amounts as follows:</p>

	- MS 1 Completion: £4,042.5
	<p>Space Clipper's invoicing address and contact details (if different to above address): andy.allen@spaceclipper.co.uk</p> <p>PO number to include on invoice (if applicable): None</p> <p>VAT Number: 4432067</p> <p style="text-align: right;">(the "Invoice Address")</p>

By signing you are agreeing to these terms and conditions:

For and behalf of the Subcontractor

For and behalf of **Space Clipper**

Signed _____

Signed ____

Date

Date:

Title

Title: Managing Director

Print Name

Print Name: Andrew Allen

Space Clipper Industries Limited
Terms and Conditions

- 1. Definitions, the following words shall have the following meanings:**
 - 1.1. The definitions **Subcontractor, Space Clipper, Space Clipper Contact, Consultant, Services, Space Clipper Obligations, Commencement Date, Completion Date, Price, Expenses and Invoice Address** shall have the meanings set out in section A-G.
 - 1.2. **Agreement** shall mean the contract formed by the Subcontractor's acceptance of these terms and conditions set out herein.
 - 1.3. **Background IP** shall mean all technical know-how and information known to either of the Parties at the date of this Agreement together with all intellectual property rights owned by or licensed to the Parties at the date of this Agreement, all technical know-how and information and intellectual property rights owned by or licensed to the Parties which is not Foreground IP.
 - 1.4. **Confidential Information** shall mean information provided directly or indirectly by one Party in oral or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations and whether before, on or after the date of this Agreement which in each case at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and any copy of the foregoing.
 - 1.5. **Event of Force Majeure** shall mean any cause outside of our respective reasonable control (as the context requires), for example but without limitation strike action, civil disturbance, fire or flood.
 - 1.6. **Foreground IP** shall mean all information, know-how, results, designs, inventions and other matter capable of being subject of intellectual property rights which is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of delivery of the Services.
 - 1.7. **Parties** shall mean Space Clipper and the Subcontractor and 'Party' shall mean either of them.
- 2. Duration and Termination.**
 - 2.1. This Agreement shall commence on the Commencement Date and the Subcontractor shall use its reasonable endeavours to complete the work by the Completion Date or such other date as may be agreed by the Parties (in writing). However time for delivery of the Services in accordance with the timetable is not a fundamental condition of the Agreement unless and to the extent it is agreed otherwise in this Agreement. If the Subcontractor is delayed or prevented from performing its side of this Agreement for reasons beyond its reasonable control Space Clipper will not hold the Subcontractor liable for that situation. The same applies in reverse if Space Clipper faces circumstances beyond its reasonable control.
 - 2.2. Where the description of the Services indicates the involvement or use of specific personnel or facilities which the Subcontractor are to provide the Subcontractor will use reasonable endeavours to provide or procure the same but reserve the right to substitute reasonable comparable alternative personnel or facilities if they become unavailable for any reason. The Subcontractor will normally use reasonable endeavours to notify Space Clipper in advance where practicable of any material change of personnel or facilities.
 - 2.3. If the Consultant is or becomes unavailable to work and no replacement is secured, this Agreement may be terminated by either Party giving written notice to the other Party such notice to take effect either forthwith or as specified in the notice.
 - 2.4. The Subcontractor may also terminate forthwith this Agreement if the Space Clipper:
 - 2.4.1. commits material breach of this Agreement and in the case of a breach capable of remedy within 30 days, does not remedy the breach within 30 days' notice from the Subcontractor specifying the breach and requiring it to be remedied; or
 - 2.4.2. compounds or makes arrangements with its creditors or goes into liquidation (voluntary or otherwise) other than for the purpose of a bona fide reconstruction or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its business or assets or if any similar or analogous event occurs.
 - 2.5. On termination of this Agreement, Space Clipper will pay the Subcontractor:
 - 2.5.1. Any payment which was due to the Subcontractor prior to the date of termination but which was not paid prior to termination, and
 - 2.5.2. A proportion of the next payment (if any) falling due after the date of termination reflecting the Subcontractor's actual expenditure on Services prior to the date of termination and any non-cancellable commitments entered into by the Subcontractor.
 - 2.6. On termination of this Agreement, if this Agreement states that the Subcontractor will prepare a report, it will be provided to the Space Clipper once any payments due under clauses 2.5 and 5 have been received by the Subcontractor.
- 3. Change Control.** Changes to the scope of the Services requires the Subcontractor's express written approval and the Subcontractor reserves the right to adjust the amount of or the basis of charging caused by any such proposed changes at the subcontractor's absolute discretion. The Subcontractor will indicate in advance any proposed change in scope and any impact on the sums that the Space Clipper will be required to pay as a result of such change.
- 4. Warranties, liability and indemnities**
 - 4.1. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
 - 4.2. The Subcontractor undertakes that it will use suitably qualified persons and reasonable endeavours to perform the Services and if any part of the Services is performed negligently or in breach of Agreement then, at the request of Space Clipper given within 12 months of the Completion Date, the Subcontractor will re-perform the relevant part of the Services, always subject to 4.4 and 4.5.
 - 4.3. The Subcontractor expressly does not warrant that any result or objective whether stated in this Agreement or not shall be achieved, be achievable or attained at all or by a given Completion Date or any other date.
 - 4.4. Except in the case of death or personal injury caused by the negligence, wilful misconduct or fault of the Subcontractor, its agents, employees, contractors, and representatives, the Subcontractor's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Price payable under this Agreement.
 - 4.5. Except in the case of death or personal injury caused by Space Clipper's negligence, and in respect of insurable loss cost or damage pursuant to clause 8.4 Space Clipper's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed 1 times the Price payable under this Agreement.
 - 4.6. Space Clipper is not entitled in connection with the Agreement to:
 - 4.6.1. claim from the Subcontractor anything other than direct loss, thus the right to claim for indirect and consequential loss of any kind is hereby excluded.
 - 4.6.2. claim from the Subcontractor loss of profits, loss of opportunity, anticipated savings or anticipated business improvements all of which are hereby excluded.
 - 4.6.3. withhold payment of any sum due under the Agreement, thus Space Clipper cannot for example set off an amount that Space Clipper say the Subconsultant owe Space Clipper from sums Space Clipper owe to the Subconsultant.
- 5. Price and Payment**
 - 5.1. In consideration of the Services to be provided by the Subconsultant, Space Clipper shall pay the Price and Expenses in accordance with the payment provisions set out in Section H.
 - 5.2. Where the Price is quoted on a daily rate basis, a day shall mean up to eight (8) hours and zero (0) minutes. Any hours beyond eight (8) hours and zero (0) minutes shall be charged pro-rata to Space Clipper.
 - 5.3. The Subcontractor retains the discretion to charge for any reasonable costs incurred in connection with any variation in or delay to the Services resulting from Space Clipper's instructions or lack of instructions.

- 5.4. If and to the extent the Subcontractor has identified in Section H any payment which it needs to make to third parties it can require payment of those sums in advance from Space Clipper.
- 5.5. All sums due under this Agreement:
- 5.5.1. are exclusive of Value Added Tax and any other applicable sales taxes or other duties, which where applicable will be paid by Space Clipper to the Subcontractor in addition to any amount or rate quoted;
 - 5.5.2. shall be paid on the due date(s) by Space Clipper to the Subcontractor as specified overleaf or no more than 30 days after receipt of the Subcontractor's invoice, unless and to the extent expressly agreed otherwise in Section H; and
 - 5.5.3. shall be made in Sterling, unless otherwise specified, by Space Clipper in accordance with the instructions set out in the Subcontractor's invoice. All payments shall quote the Subcontractor's invoice reference.
- 5.6. Without prejudice to any other right or remedy available to the Subcontractor, it has the right to charge interest on any unpaid sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 6. Confidential Information.**
- 6.1. Subject to clause 6.3 it is agreed that during the Agreement and for five years after the Agreement ends the Subcontractor and Space Clipper shall each keep secret the other Party's Confidential Information which may become known to that Party from the other Party, unless the relevant information is public knowledge or already known to that Party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that Party from a third party.
 - 6.2. To the extent necessary but only to perform the Services each Party may disclose Confidential Information of the other to those of its personnel as may be reasonably necessary, provided that before any such disclosure takes place each Party shall ensure the recipients are under obligations to keep the same secret and only to use it to perform the Services and shall at all times procure compliance by those persons with those obligations.
 - 6.3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the Freedom of Information Act 2000 or Environmental Information Regulations 2004), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 7. Intellectual Property Rights.**
- 7.1. Space Clipper shall own Foreground IP rights, as outlined in the appendix, arising from and as a result of the provision of the Services and shall be responsible for all costs associated with the registration, protection and maintenance of such Foreground IP.
 - 7.2. Space Clipper agrees that it will not obtain any right, title or interest in or to any Background IP provided or used by the Subcontractor for the purposes of supplying the Services to Space Clipper.
 - 7.3. The Subcontractor gives no warranties nor makes any representations in relation to any intellectual property provided or created in the course of the Services.
- 8. Visits and Property.**
- 8.1. Space Clipper may attend, on reasonable notice and at mutually agreed times at the Subcontractor's premises and inspect progress of the Services from time to time. The Subcontractor shall not be liable for any loss, destruction of or damage to items or property provided by Space Clipper to the Subcontractor on whatever terms in connection with the Services, except if caused by the negligence, wilful misconduct or fault of the Subcontractor, its agents, employees, contractors and representatives and always subject to clauses 4.4, 4.5 and 4.6.
 - 8.2. Space Clipper agrees to ensure that the Subcontractor's personnel or other persons authorised by the Subcontractor who visit Space Clipper's premises in relation to this Agreement will at all times be kept safe whilst on the Space Clipper's premises. It is the Space Clipper's responsibility to ensure that any such visitors are made aware of any applicable site and or health and safety rules in advance.
 - 8.3. To the extent that the Subcontractor's personnel visit Space Clipper's premises in connection with the Agreement, Space Clipper will maintain occupier's liability insurance with a reputable insurer of an amount of not less than £5 million for each and every claim for personal injury and/or loss or damage to goods and provide the Subcontractor when reasonably requested satisfactory evidence that Space Clipper is so insured and that the premiums are paid up to date.
 - 8.4. If the Subcontractor suffers claims loss cost or damage as a result of the Subcontractor's personnel visiting Space Clipper's premises or by the possession or use of information or materials provided by Space Clipper in connection with the Services Space Clipper agrees to reimburse the Subcontractor on a pound for pound basis on demand for all such loss cost or damage that the Subcontractor suffers.
 - 8.5. Clause 8.4 does not apply to loss cost or damage caused by the Subcontractor's negligence or the negligence of those visiting Space Clipper's premises.
- 9. Approval/Amendment.**
- 9.1. Space Clipper acknowledges and agrees that no signature other than that of an authorised representative of the Subcontractor shall make this Agreement binding on the Subcontractor.
 - 9.2. No variation, amendment or addition to this Agreement can be made or agreed unless it is in writing and signed by an authorised representative of the Subcontractor.
 - 9.3. The Subcontractor reserves the right to adjust the Price caused by proposed changes at its entire discretion. The Subcontractor will indicate in advance any proposed change in scope and any impact on the Price that the Space Clipper will pay as a result of such a change.
- 10. Force majeure.**
- 10.1. The Subcontractor will not be liable to Space Clipper (nor Space Clipper to the Subcontractor) for non-performance of their respective obligations under the Agreement to the extent that such non-performance is due to an Event of Force Majeure.
 - 10.2. If an Event of Force Majeure arises:
 - 10.2.1. the obligations of the Party affected shall be suspended during the period but only to the extent that that Party is prevented or hindered from complying with them;
 - 10.2.2. the Party affected shall give notice in writing to the other Party as soon as reasonably possible stating the nature of the Event of Force Majeure and how it effects it; and
 - 10.2.3. failure to give such notice under clause 10.2.2 shall forfeit the rights of that Party to claim suspension of its obligations;
 - 10.3. In the event that the Event of Force Majeure continues for more than 3 months either Party may terminate this Agreement on 30 days' notice.
- 11. Assistance and delay by Space Clipper.** Space Clipper shall provide all information and materials sufficient in the reasonable opinion of the Subcontractor to enable the Subcontractor to proceed with the Project on or after the Commencement Date. If at any time in the reasonable opinion of the Subcontractor such information and/or materials are not provided in a timely fashion then the Subcontractor may alter the Commencement Date or the Completion Date or terminate the Agreement as provided for in this Agreement.
- 12. Dispute Resolution and Applicable Law.**
- 12.1. If any dispute or disagreement arises out of this Agreement, the Parties shall attempt in good faith to settle the matter in dispute or disagreement by negotiation. Any settlement or agreement reached by the Parties shall not be binding on either Party unless it is in writing and signed by a person duly authorised on behalf of that Party.
 - 12.2. Nothing in this clause 13 shall prevent either Party from commencing court proceedings.

12.3. The Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

13. **Notices.** Any notice to be served on either of the Parties by the other shall be sent by email or prepaid first-class recorded delivery or registered post or delivered by hand to the address set out in Sections A and C or such other addresses as may be notified in writing by either Party to them for the purpose of this clause after Agreement has been formed and the same shall be deemed to be received by the addressee (if sent by post) within 48 hours of posting or (if delivered by hand) at the time the same was left at the address for the addressee or (if sent by email) at the time of transmission, or if this time falls outside working hours in the place of receipt, when working hours resume.
14. **Entire Agreement.** The Agreement constitutes the entire agreement between Space Clipper and the Subcontractor relating to the Services and sets out the terms expressly agreed between Space Clipper and the Subcontractor in relation to such Services. Accordingly any other terms undertakings promises understandings or arrangements of whatsoever kind reached or given between the Parties or by other persons in but not set down in the applicable Agreement are excluded.
15. **Anti-Bribery.** Both Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK.
16. **General.**
 - 16.1. The failure by Space Clipper or the Subcontractor to enforce at any time or for any period any one or more of the terms of the Agreement shall not be a waiver of such terms nor of the right at any time subsequently to enforce any of the terms of the Agreement.
 - 16.2. All rights under the Agreement are accumulative and no exercise by Space Clipper or by the Subcontractor of any such right shall restrict or prejudice the exercise of any other right available to either Party.
 - 16.3. Space Clipper does not have the power to act on the Subcontractor's behalf or otherwise bind the Subcontractor in any way whatsoever.
 - 16.4. Space Clipper may not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without prior written agreement of the Subcontractor.
 - 16.5. By entering into the Agreement Space Clipper is not entering in a partnership or joint venture with the Subcontractor nor with anyone else nor does it create a relationship of employer and employee nor that of principal and agent.
 - 16.6. Under the Contracts (Rights of Third Parties) Act 1999 in certain circumstances, persons who are not Parties to a contract can benefit from and or enforce its terms. For the purposes of the Agreement Space Clipper agrees with the Subcontractor that no other person can enforce or benefit from any term of the Agreement (unless and to the extent that stated otherwise in the Agreement).

Appendix

Invoicing Milestones

MS ID	Milestone Description	Milestone Details	Invoicing Date	Amount
1	The provision of 10.5 day of consultancy services	<ul style="list-style-type: none">- Helping to identify and providing introductions to other key stakeholder groups (External from the council)- Provide insight for stakeholder mapping- Providing access to stakeholders within the council- Providing information to aid with Space Clipper Business Plan- Developing a council business brief on how the tool might be used.- Reviewing visualizations and providing feedback- Providing insight as to what visualization would be of value to the council and broader stakeholders	13/06/2025	£4,042.5

Foreground IP Ownership

Foreground IP to be owned by Space Clipper:

- The designs, architecture, computer code, technical knowledge & know-how and documentation produced by Space Clipper as part of the project (To be stored within Space Clipper's version control repository, hardware and shared drives). Where interfaces with other software or hardware are created clear documentation will be produced outlining the IP boundary.
- The visualizations, user interfaces, user experience designed and/or produced by Space Clipper, within the project, at all stages of development. A log will be maintained over the project duration.
- Datasets output by Space Clipper as part of the project, within the bounds of usage rights and licencing of input datasets (unless otherwise explicitly agreed in writing). A log of datasets will be maintained over the project.
- Research Outputs produced by Space Clipper (for example, proof-of-concepts, prototypes and demonstrators, experimental platforms, validation frameworks)
- Space Clipper's business model.
- Any Patents and Patentable Inventions produced as part of the project (e.g. novel technical solutions, inventions conceived or reduced to practice, patient applications and granted patents)
- Improvements in Space Clipper's background IP

Foreground IP will explicitly exclude the Subcontractor's:

- Own business models developed as part of this project (for example but not limited to relating to how they would use visualization or data outputs). For the avoidance of doubt the Subcontractor shall own all such Foreground IP.