

AGREEMENT FOR THE SUPPLY OF SERVICES

THIS AGREEMENT FOR THE SUPPLY OF SERVICES ("Agreement") IS ENTERED INTO BY:

THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERTAY DUNDEE a charitable body registered in Scotland with registration number SC016040, having its principal office at Kydd Building, Bell Street, Dundee, DD1 1HG ("the University")

and

<NAME> a public limited company registered in Scotland with registration number **<Companies House Number>**, having its registered office at **<Address>** ("Delivery Partner")

Preamble

- A. The University wishes to engage the services of the Delivery Partner on the project entitled "InGAME: Innovation for Games and Media Enterprise".
- B. The parties hereby confirm their intention to regulate their rights and obligations in accordance with the following terms and conditions.

1. Definitions

In this Agreement, the under noted terms shall have the meanings allocated to them below:

- "Contract Price" means the price of the Services as detailed in the Schedule;
- "Commencement Date" means the commencement date of the Services as detailed in the Schedule;
- "Data Protection Laws" means any applicable law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of personal data;
- "Delivery Partner Notice Recipient" means the individual appointed to receive contractual notices on behalf of the Delivery Partner;
- "Intellectual Property Rights" means confidential information, patents, utility models, registered or unregistered design rights, and/or copyright together with any application for any of the foregoing;
- "Payment Terms" means the details for the timing of payment of the Contract Price as set out in the Schedule;
- "Period" means the duration of the Services as detailed in the Schedule;

“Schedule”	means the schedule annexed and signed as relative hereto;
“Services”	means the scope of work to be carried out by the Delivery Partner as described in the Schedule;
“Supervisor”	means the individual named in the Schedule.

2. Services

- 2.1 The Delivery Partner shall supply the Services during the Period from the Commencement Date.
- 2.2 The Services shall be directed by the Supervisor or such other suitably qualified person as appointed by the Delivery Partner and agreed by the University.
- 2.3 The Delivery Partner shall provide the University with informal reporting outlining progress as agreed between the Parties. Where required, regular project update meetings will be held as part of the Services.

3. Payment

In consideration of the provision of the Services, the University hereby agrees to pay the Contract Price to the Delivery Partner in accordance with the Payment Terms, which sums are inclusive of any current and future exigible taxes, including VAT. Such payments shall be due within 30 days of receipt of invoice(s) from the Delivery Partner together with such reasonable evidence of expenditure as the University may require and subject to satisfactory progress of the Services.

4. Confidentiality

- 4.1 Subject to Clause 4.3 below, both parties shall be obliged to keep strictly confidential and not to make use of howsoever or to disclose to any third party any information relating to the affairs of the other or the existence or content of this Agreement or otherwise arising out of the provision of the Services which may reasonably be regarded as or which it ought to regard as confidential without the prior written consent of the other.
- 4.2 Information shall not be considered to be confidential if: (a) it is and can be shown to be already known to the receiving party; (b) it subsequently becomes lawfully available to the receiving party; (c) it is published in a patent specification or is otherwise in the public domain other than through default of the receiving party; (d) it is required to be disclosed by a court of competent jurisdiction, by a regulatory body or otherwise by operation of law, in the event of such a requirement, the party required to disclose the information shall provide the other party with written notification of the requirement to disclose and shall only disclose that portion of the confidential information which it is legally obligated to disclose or (e) was lawfully received from a third party without any breach of obligations to the other party.
- 4.3 No public announcement or other disclosure of the existence of this Agreement shall be made by either party without the prior written consent of the other.

5. Intellectual Property

- 5.1 For the avoidance of doubt, it is provided that all background information and Intellectual Property Rights existing before the date of this Agreement shall remain the property of the party introducing such background information and Intellectual Property Rights.
- 5.2 All Intellectual Property Rights arising from discussions under this Agreement or relating to any deliverables due as part of the Services supplied to the University shall be the sole and exclusive property of the University and the University shall be free to publish or exploit such deliverables without restriction and without further recourse to the Delivery Partner.

6. Liability

- 6.1 The Delivery Partner shall indemnify and keep indemnified at all times the University from and against all claims, actions, losses, damages, demands, liabilities, costs and expenses (including all interest, penalties and legal and other professional costs and expenses) which may be brought against or be incurred or suffered by the Delivery Partner and which arise directly out of or in connection with negligence or fraud on the part of the Delivery Partner in connection with the provision of the Services.
- 6.2 The Delivery Partner has, and shall maintain for the Period, appropriate insurance cover in respect of the indemnity given in Condition 6.1. On the reasonable request of the University, the Delivery Partner shall provide written evidence that such cover is in force.
- 6.3 To the extent permitted by law, the aggregate liability of the University under this Agreement including for any breach of the terms of this Agreement, or otherwise in relation to the subject matter of this Agreement shall be limited to one and half times (1.5) the Contract Price.

7. Compliance with Laws

- 7.1 The 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.
- 7.2 During the provision of the Services, it is acknowledged that each party may disclose to the other Personal Data (including Personal Data relating to that party's staff) ("Disclosed Data") for the purposes of the management and administration of this Agreement (including the performance of its obligations and the exercise of its rights) (the "Purpose"). The Parties agree that (i) each party is an independent Controller and (ii) the disclosure of Disclosed Data shall be on a Controller to Controller basis. For the purposes of this Clause 8, the terms Controller and Personal Data shall have the meaning given in the Data Protection Laws.
- 7.3 Each party warrants and undertakes that (i) where it discloses Disclosed Data to the other party, such disclosure is fair and lawful and does not contravene any Data Protection Laws; and (ii) it shall use Disclosed Data received from the other party only for the Purpose; and (iii) it shall otherwise comply with its obligations under the Data Protection Laws. Each party will promptly inform the other upon becoming aware of any Personal Data breach relating to any Disclosed Data received by it from the other party.
- 7.4 Breach of this Clause 7 shall be deemed a material breach of this Agreement.

8. Notices

Any notice, request or consent under this Agreement shall be in writing and shall be sufficiently served if sent by Recorded Delivery Post to its Registered Office of either party to this Agreement. For the University this means all correspondence should be sent to Director of Finance and Research Funding at Abertay University, Kydd Building, Bell Street, Dundee, DD1 1HG copied to the InGAME Project Director at Unit 9, Vision, 20 Green Market,

Dundee, DD1 4QB and for the Delivery Partner all correspondence should be sent to the Delivery Partner Notice Recipient.

9. Termination

- 9.1 Either party shall have the right to terminate this Agreement by giving 3 months' notice in writing to the representatives as identified in Clause 8 of this Agreement. Agreed payments shall cease at the end of the corresponding quarter as set out in the Schedule.
- 9.2 Either party shall have the right to terminate this Agreement forthwith by notice in writing to the other in the event of any material or persistent breach by the other party of any of its duties or obligations hereunder or in the event of failure by the other party to remedy to the reasonable satisfaction of the party serving the notice any breach of any of its duties or obligations hereunder within thirty days following written notice requiring it to do so.
- 9.3 In the event of the liquidation or receivership of the Delivery Partner or in the event of an administrator being appointed to the Delivery Partner, the University shall be entitled to terminate this Agreement forthwith.
- 9.4 Termination of this Agreement shall not affect the acquired rights and obligations of either party under this Agreement.
- 9.5 The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

10. Force Majeure

Neither party shall be liable to the other for delays in the performance or completion of this Agreement if such delay is caused by third party strike, riots, wars, government regulation, acts of God, fire, flood or by any other similar event not within the reasonable control of either party. If such force majeure event continues for more than thirty (30) days, then either party shall be entitled to terminate this Agreement by serving notice in writing on the other party taking immediate effect, provided that the Agreement shall remain in force in respect of any failure by the Delivery Partner or the University to fulfil terms during the period ongoing services are being provided. This termination shall not preclude termination in accordance with the provisions of Clause 9 of this Agreement.

11. Dispute Resolution

- 11.1 Any dispute between the Parties arising under or in connection with this Agreement either during or after its conclusion shall be referred to senior managers of the Parties for resolution.
- 11.2 In the event that such a dispute cannot be resolved amicably within a reasonable timescale, the dispute shall be referred to an Arbiter chosen by mutual agreement, whom failing to be appointed by the President of the Law Society of Scotland. All decisions of the said Arbiter shall be final.

12. General

- 12.1 This Agreement shall not be taken as creating or evidencing any agency or partnership between the Delivery Partner, on the one hand, and the University on the other.
- 12.2 This Agreement and any document referred to herein represent the whole understanding of the parties with regard to the subject matter hereof. Each and every provision in this Agreement shall be read (where possible) as entirely independent and severable from the

other or others. In all cases where a provision of this Agreement is reducible, invalid or unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Agreement which shall remain in force and effect.

- 12.3 The rights and obligations in this Agreement may not be assigned by either party without the prior written consent of the other.
- 12.4 This Agreement may only be varied by the mutual written consent of both parties.
- 12.5 In the event that any signature is delivered by e-mail delivery of a "pdf", "jpeg" or other agreed format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such "pdf" or "jpeg" or other agreed format data file signature page were an original thereof.

13. Governing Law

This Agreement shall be interpreted and applied in accordance with the Law of Scotland.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY

Full Name:

Signed:

Designation:

Date:

Witness:

Full Name:

Address:

SIGNED FOR AND ON BEHALF OF THE DELIVERY PARTNER

Full Name:

Signed:

Designation:

Date:

Witness:

Full Name:

Address:

SCHEDULE referred to in the foregoing Agreement for the Supply of Services between the University and <Delivery Partner>

Contract Term & Period	
Contract Price	
Delivery Partner Notice Recipient	
Payment Terms	
Services	<p>Deliverables;</p> <p>Milestones</p> <p>Reporting Requirements;</p>
Supervisor	