

## Template: Agreement for the supply of services

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Supplier: [my company]	Client: [client company]
[my company]	[client company address]
Company No. [my company no.]	Company No. [client company no.]

Date	[agreement date]
Services	video game programming
Rate	£[rate] / [hour day week month]
Start date	[start date]
End date	[end date]
Payment term	[monthly or milestone]
Credit period	[credit period] days
Notice period	[notice] days

[client company] requires computer programming services to [services required]. [my company] has the skills and experience to provide these services to the standard required. [my company] will provide these services to [client company] under the terms of this agreement.

### Relationship

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Our companies are independent and there are no other obligations between them.

This agreement does not exclude either company from dealing with any other at any time.

Our companies will each keep all rights and responsibilities as employers of their own staff.

Neither company will poach staff from the other.

## Ending this agreement

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[my company] may end this agreement if [client company] fails to make payment within [credit period] days of receipt of an invoice, or by giving [notice] days notice.

[client company] may end this agreement at any time and without notice by requesting an invoice for work to date.

In the event of a disagreement between [my company] and [client company] which we cannot resolve within [notice] days, this agreement will end without obligations.

## Payment

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[my company] will invoice at the end of each calendar month for work products and services delivered to, and approved by [client company].

[client company] agrees to pay for this work within [credit period] days of receipt of the invoice from [my company].

## [client company]'s obligations

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[client company] grants [my company]'s staff access to [client company]'s premises, equipment, IP, and staff, for the sole purpose of carrying out the services.

[client company] will allow [my company]'s staff the freedom to use [my company]'s own employment practices while carrying out the services.

[client company] will provide clear specifications of the work and standards required.

## [my company]'s obligations

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[my company] will supply additional equipment, staff, and premises as required.

[my company] will provide sufficient documentation to allow [client company] to track the cost and IP rights of each delivered work product.

If [client company] finds any fault in a work product delivered by [my company] at any time, [my company] will fix it free of charge.

Should [my company] substitute a staff member on this project, time

spent handing over existing work or specifications is free of charge.

### IP rights

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[client company] grants [my company] license to create derivative works of [client company]'s IP for the sole purpose of carrying out these services.

[my company] warrants that all IP created while providing these services is either original work or derived from [client company]'s own IP.

[my company] transfers all IP rights in the work products to [client company] in exchange for payment of the related invoice. [my company] will provide [client company] with a receipt as a formal record of this transfer.

### Confidentiality

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Our companies will respect each other's confidential information at all times. Information protected this way will be clearly marked "Confidential."

### Declaration

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We accept that these terms are fair and accurately represent our agreement. This agreement will be judged according to the laws of England and Wales.

Signed for and on behalf of [client company]:

[client company signatory]

Signed for and on behalf of [my company]:

[my company signatory]