

THIS AGREEMENT is made on 24th January 2025

BETWEEN:

Mind Feast Games is a game development studio (hereinafter referred to as "the Company") registered at 30 Ferris Town, Truro, Cornwall, TR1 3JJ

AND

Osbourne L A Clark (hereinafter referred to as "the Student") residing at

BACKGROUND:

A. The Company is developing a game with modding capabilities for commercial release, including front-end code, back-end code, networking infrastructure, modding architecture, gameplay code, 2D art assets, 3D art assets, music, sound assets, and code to enable web controllers as part of a dual-screen gaming experience.

B. The Student wishes to create a visual level design tool for the game as part of their university dissertation project which will integrate into the Company's existing level design tools.

C. The Company agrees to provide the Student with access to its Unity project and associated materials to facilitate this work.

D. In consideration of the Company providing the Student with access to its Unity project and related materials, the Student agrees to the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1. "Confidential Information" means all information, materials, code, assets, documentation, and any other data related to the Unity project disclosed to the Student by the Company, whether in oral, written, electronic, or other form.

1.2. "Work" means any code, tools, or materials created by the Student for the purpose of the visual level design tool.

2. Confidentiality Obligations

2.1. The Student agrees to:

a) Keep all Confidential Information strictly confidential and not disclose it to any third party without the Company's explicit written permission.

b) Use the Confidential Information solely for the purpose of creating the visual level design tool.

2.2. The Student shall not distribute, share, or make available the Company's Unity project or any part thereof to any third party.

2.3. The Student shall not share any code, assets, or other materials from the project with any third party unless given explicit written permission by the Company on a case-by-case basis.

2.4. The Student may present and demonstrate their Work, in the context of its implementation in the Company's project, to university advisors and assessors, provided such presentations are limited to what is necessary for academic assessment and comply with this Agreement. The Student shall not disclose or provide access to the entire Unity project or any unrelated materials to university staff, assessors, or any other third party without the Company's explicit written permission.

3. Intellectual Property Rights

3.1. The Company grants the Student permission to:

a) Access and use the Unity project solely for the purpose of creating the visual level design tool.

b) Present and demonstrate their Work, in the context of its implementation in the Company's project, to their university advisors and assessors.

3.2. The Student hereby:

a) Grants the Company an unlimited, worldwide, perpetual, royalty-free licence to use, modify, extend, implement, and commercially exploit the Work, including, but not limited to, selling the finished game (which includes modding tools) on platforms such as Steam, Sony PlayStation, Microsoft Xbox, Nintendo Switch, or any other relevant gaming platforms; selling additional games made with the Company's modding tools; allowing other developers access to the Company's modding tools for self-publishing games; selling shares in the Company; or selling the Company's assets to a larger company.

b) Agrees that they shall make no claim on the Company's intellectual property or any revenue generated from the project, whether directly or indirectly.

c) Waives any moral rights they may have in relation to the Work to the fullest extent permissible by law.

4. Term and Survival

4.1. This Agreement shall commence on the date of signing and shall continue indefinitely.

4.2. The obligations of confidentiality and intellectual property rights under this Agreement shall survive termination or expiration of this Agreement.

5. Jurisdiction and Governing Law

5.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

5.2. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

6. General Provisions

6.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between them.

6.2. Any variations to this Agreement must be made in writing and signed by both parties.

6.3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.4. Both parties acknowledge and agree that a breach of this Agreement may result in irreparable harm to the Company, entitling the Company to injunctive relief in addition to any other remedies available at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SIGNED by Shazad Yousaf

for and on behalf of Mind Feast Games

Signature:  _____

24 Jan 2025 (Shazad Jan 24, 2025, 3:42pm)

Date: _____

SIGNED by Osbourne L A Clark

Signature: _____

Date: _____

Witness

Name: _____

Signature: _____

Date: _____