

Outsourcing Agreement

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Spoon Outsourcing Agreement

THIS OUTSOURCING AGREEMENT FOR A **VIDEO MODULE** IS MADE AS OF THE 24TH FEBRUARY 2014, BY AND BETWEEN **SPOON LTD.** AND **SMART TROLLEY**.

THREE PAYMENTS TO SPOON LTD. ARE REQUIRED IN TOTAL:

PAYMENT ONE OF **625 GBP** WITHIN 5 WORKING DAYS OF **25/02/2014**

PAYMENT ONE OF **1,250 GBP** WITHIN 5 WORKING DAYS OF **02/05/2014**

PAYMENT ONE OF **625 GBP** UPON **ACCEPTANCE OF MODULE**

SPOON LTD. REPRESENTATIVE

(ANKITA GANGOTRA)

SPOON LTD. SUPERVISOR

(DR. PAUL MITCHELL)

SMART TROLLEY REPRESENTATIVE

(MATTHEW WELLS)

SMART TROLLEY SUPERVISOR

(DR. STUART PORTER)

PROJECT COORDINATOR

(DR. STUART PORTER)

THE PARTIES AGREE AS FOLLOWS:

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1. Scope of Work

1.1 Services

The vendor agrees to adhere to the services explicitly mentioned within the Outsourcing Agreement including all time constraints.

The vendor will aim to supply complete module description documentation two working days after the date of signing of the Outsourcing Agreement.

1.2 Relationship of the Parties

The vendor will be viewed as an independent contractor of the customer. The work shall be completed only by employees or contractors of the vendor and not by employees or contractors of the customer.

1.3 Place of Work

The customer understands that work performed may not always be done within the confinements of The University of York.

2. Customer Responsibilities

2.1 Cooperation

The customer shall cooperate with the vendor by allowing the vendor information, documents and access to the customers' employees and contractors as required to complete the work.

3. Payments

3.1 Fees

The customer is required to pay for the vendors' services, in British Pound Sterling, three payments. Payment one forms twenty-five percent of the total module payment and must be made upon signing this agreement. Payment two forms fifty percent of the total module payment and must be made upon handover of the initial release of the module(s). The final payment must be made upon acceptance of the module(s), hence rendering the module(s) complete.

The customer has five working days from the agreed dates to make the required payment.

3.6 No Other Charges

The customer shall incur no other charges that have not explicitly been mentioned within the Outsourcing Agreement or elsewhere documented, agreed and signed alongside this document.

4. Ownership

4.1 Properties

The customer will remain the exclusive owner of any tangible or intellectual property shared with the vendor.

Any tangible or intellectual property developed in whole or in part by employees/contractors of the vendor shall remain exclusive property of the vendor.

5. Confidentiality

5.1 General

This agreement may cause the customer or vendor to have access to confidential information of the other party. Both the customer and the vendor agree to keep the other parties confidential information secure. Confidential information of the other party may not be published, exploited, copied or disclosed to others by either party unless allowed by the owning party.

5.2 Limitations on Confidentiality Obligations

The non-disclosure obligations specified do not apply to confidential information which: becomes generally known to the public through publication, is previously known by the consumer, is independently developed for the consumer, or is information released by the owning party under no restrictions.

6. Indemnification

6.1 Intellectual Property

If either party falls under infringement of intellectual property rights the indemnitor shall hold harmless the indemnitee with respect to any claim, costs, expenses, fines, penalties, losses and liabilities arising from such claim.

7. Representations and Warranties

7.1 Representations and Warranties of the Customer

7.1.1 Rights and Titles

The customer agrees that they have all legal rights and authorities to enter into this agreement and will continue to do so for the duration of this agreement.

7.2 Representations and Warranties of the Vendor

7.2.1 Rights and Titles

The vendor agrees that they have, for the duration of this agreement, full interests in the deliverables required for the performance of its obligations hereunder and has all legal rights and authorities to enter into this agreement.

7.2.2 Services

The vendor represents and warrants that the services provided will be of a high quality commercial standard in accordance with the Outsourcing Agreement and will be performed in a morally just and legal manner, in accordance with industry standards.

If the customer is unhappy with the work of the vendor due to a breach in the vendor's warranties under section 7.2.2 of this agreement the customer must provide written documentation to the vendor within 5 working days of when the claim is made. The vendor will have 10 working days to accept the breach and re-perform the services that are the subject of written documentation. The vendor has no obligation to provide maintenance and support for any software modules they have produced after the respective contracts of these modules are fulfilled.

7.2.3 Compliance with Law

For the duration of this agreement both vendor and customer agree to comply with all regulations, rules and requirements of the Department of Electronics at The University of York, UK.

7.3 Other Warranties

No other warranty is provided.

8. Term and Termination

8.1 Terms of Agreement

The term of this agreement shall commence from when both the vendors and customers signatures appear on this document.

8.2 Termination of Agreement

Upon signing both the customer and vendor accept that this agreement may be terminated upon completion of the work or failure by either party to comply with practices discussed within the Outsourcing Agreement.

Additionally, if after paying the first instalment the customer declines the module description(s) they reserve the full rights to terminate the agreement for a full refund of the cost of the first instalment.

8.3 Return of Customer Properties

Upon the expiration or termination of the work all licenses granted to the vendor by the customer shall be terminated and the vendor shall supply to the customer all deliverables.

8.4 Liabilities

If the vendor fails to meet the deadline, as mentioned within the Outsourcing Agreement, the vendor will incur a fine of 5% of the module(s) cost per working day which must be paid to the customer in full upon termination of the agreement.

The vendor reserves the right to extend the deadline, upon written notice, by a further twenty percent of the agreed development time.

If all deliverables are complete the vendor will have no other liabilities.

