

Nick Underhill  
Head of Interactive  
PACT  
Procter House  
1 Procter Street  
Holborn  
London WC1V 6DW

31<sup>st</sup> March 2008

Dear Nick

**Re: Delivery Partner Services for the NESTA Innovators Growth Programme:  
Teaming Templates project**

This letter sets out the terms under which NESTA will engage you, PACT (Producers' Alliance for Cinema and Television Limited), as a delivery partner to provide to NESTA the services set out in the Schedule to this letter ("**the Services**") according to the timescales and conditions (if any) referred to therein, and the conditions set out below.

Please sign and return the enclosed copy of this letter to confirm this Appointment.

1. You confirm that in carrying out the Services for NESTA:
  - a. you are entitled to enter into this Agreement;
  - b. neither you nor any of your officers or employees have any actual or potential conflict of interest with NESTA (including NESTA's Trustees, officers or employees) in entering into and carrying out your obligations under this Appointment;
  - c. you will immediately inform NESTA if you become aware of any actual or potential conflict of interest arising, WHEREUPON NESTA shall have the sole discretion to immediately terminate your Appointment without further liability to you;
  - d. you have the appropriate time, skills, experience and resources to perform and complete the Services as required; and
  - e. you operate an equal opportunities policy in relation to the appointment of your staff, and if you appoint employees to be engaged in relation to the performance of the Services, such appointment as a result of free and open competition.
2. You will ensure that at all times during the appointment the Services are performed in a professional, timely and competent manner, in accordance with all applicable laws, rules and regulations; and so as to enhance, and without doing any act or thing which would or might be expected to damage or diminish, the reputation of NESTA.
3. In consideration of the Services, NESTA will pay you fees of £20,000 over 3 months in accordance with the payment schedule set out in Schedule to this Agreement.

All sums payable under this Agreement are exclusive of VAT, which shall be payable in addition if the Company is VAT registered, and on submission of an appropriate VAT invoice.

4. You will at all times keep all Information (in whatever form) disclosed to you by NESTA which is either marked as confidential or ought reasonably to be considered confidential ("**Confidential Information**") strictly secret and confidential, not disclose it to any third party and only use it for the purposes of performing the Services. This obligation of confidence will not apply to information required to be disclosed by law, already in the public domain or information which you can show that you already had in your possession, or had received from a third party. You agree to return all Confidential Information (in whatever form) to NESTA upon written request.
5. You hereby assign to NESTA with full title guarantee all present and future intellectual property rights in any material produced for NESTA under this Appointment. Provided you obtain NESTA's prior written approval, NESTA grants you a non-exclusive, royalty free licence to use such material elsewhere for the purposes of your business.
6. You shall provide NESTA with such information as NESTA may from time to time reasonably require concerning the performance by you of the Services and will in particular:
  - a. allow NESTA and persons duly authorised by it (including its auditors and persons nominated by the Secretary of State for Innovation, Universities and Skills and the Comptroller and Auditor General) access to your books, papers, documents and other records (including those stored electronically) in relation to the provision of the Services at all reasonable times and on reasonable notice;
  - b. allow NESTA to monitor the performance of the Services by you; and
  - c. promptly provide to the Comptroller and Auditor General such oral or written explanations as considered necessary in relation to the provision of the Services
7. You may not sub-contract your performance of the Services nor assign the benefit of the Appointment without NESTA's prior written agreement.
8. Neither party shall in any way represent itself as being an agent, partner, employee or representative of the other and shall not hold itself out as having any authority to incur any obligation of any nature whether express or implied on that other's behalf.
9. You shall ensure that, at any time when you are on NESTA's premises, you comply in full with NESTA's policies and procedures relating to health, safety and security and any instructions given to you by NESTA or its officers in that regard.
10. Either party may terminate this Appointment immediately by giving the other notice in writing if the other has committed a material or persistent breach of its obligations (which if capable of remedy shall not have been remedied within 30 days of written notice to do so) or ceases for any reason to carry on business, or is unable to pay its debts as they fall due, or has a receiver, manager, administrator administrative receiver or liquidator appointed of its assets

Termination of this Appointment shall not prejudice the accrued rights and obligations of either party.

11. You shall indemnify NESTA from and against all liabilities or claims of whatsoever nature, arising out of or as a direct consequence of a breach of the provisions of this agreement by you.

NESTA's maximum liability to you in respect of the aggregate of any claims made by you arising from any breach by NESTA of any of the terms of this Appointment howsoever arising is limited to an amount equivalent to the Fees paid or payable.

Neither party may limit its liability for death or personal injury caused by its negligence.

12. This letter (including any documents referred to in it) and the Schedules to it sets out the entire agreement between us relating to the Appointment and replaces and cancels all previous agreements or arrangements between us (whether written or oral) relating to the Services.

13. Failure or neglect by either of us to enforce at any time any of the provisions of this Appointment shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder.

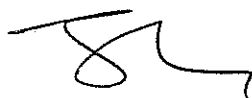
14. You shall at all times:

- a. act lawfully, ethically and in good faith in your dealings with NESTA and comply fully with the Prevention of Corruption Acts 1889 to 1916 and any related regulations rules, procedures or like legislation; and
- b. comply with such reasonable directions as NESTA shall make as to the establishment of procedures and controls to detect fraud, theft and/or corruption in the obtaining of this Agreement and the performance of the Services; and
- c. report promptly to NESTA any fraud, theft and/or corruption of which you become aware or suspect to have occurred in relation to the provision of the Services.

15. You accept that NESTA is subject to, and agree to provide all assistance to NESTA in complying with, NESTA's obligations under the Freedom of Information Act 2000 (or as updated, amended and including any similar legislation). NESTA may disclose information without reference to you; you must not disclose any information relating to NESTA without NESTA's written permission. You agree to comply with NESTA's lawful and reasonable instructions from time to time.

16. Both parties agree that this letter shall be governed by and interpreted in accordance with English Law, and hereby submit to the non-exclusive jurisdiction of the English Courts.

Yours faithfully



For and on behalf of NESTA.

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We agree to the appointment of the Company to provide the Services to NESTA on the terms outlined above.

Signed: 

For and on behalf of Producers' Alliance for Cinema and Television Limited

Dated: 29/4/08

## The Schedule

### Delivery Partner Services for NESTA Innovators Growth Programme: Teaming Templates

#### Background

OfCom has identified that audiences are increasingly consuming content across different media, prompting UK broadcasters to increase commissioning budgets for multi-platform content. Independent TV production companies and new media companies have a financial incentive to get together to collaborate on cross-platform ideas, but different business models in the two sectors means that there are currently no legal frameworks by which they can work together.

PACT proposes to develop legal templates by which businesses from these two sectors can work together, with a model for jointly exploiting the intellectual property created. PACT normally publishes template documents behind a password protected website, exclusive to PACT members. This proposal will release the documents created into the public domain, thereby benefiting the sectors without the need for subscription.

#### Outputs to be delivered by PACT:

- Development of the teaming agreements and creation of a model to jointly exploit the intellectual property created in collaborations. PACT's Head of Business Affairs will draft legal templates for:
  - Umbrella agreements
  - Joint ventures.
- Production of:
  - A Guide to Teaming (the questions producers need to ask before they team up)
  - Wiki for participating businesses. Invited guests will edit key documents, share experiences and discuss cultural and skills issues associated with collaborating.

#### PACT's responsibilities

- Nick Underhill, Head of Interactive at PACT to carry out the project management.
- To report directly to Jon Kingsbury, Director, Creative Economy Innovation Programme NESTA on a regular basis
- To liaise with NESTA on any major issues arising.

#### Payment schedule

Milestone	Payment date	Payment
Contract signed by both parties	25 April 2008	£10,000
Delivery of first draft to NESTA	31 May 2008	£5,000
On delivery of final templates, Guide to Teaming and access to Teaming Wiki	31 July 2008	£5,000

