**[REMOVE N.B. HEADER ABOVE BEFORE USING AGREEMENT]**

**[INSERT YOUR NAME AND ADDRESS]**

**[INSERT PROVIDER’S NAME & ADDRESS]**

**[INSERT DATE]**

Dear **[INSERT DETAILS]**

**Agreement for provision of services**

I, **[INSERT NAME]**, residing at **[INSERT ADDRESS]** (“I” or “me”) refer to the agreement between me and you, **[INSERT NAME]** residing at **[INSERT ADDRESS]** (“you”), for the provision by you of the Services described below (the “Agreement”). The Agreement is subject to the terms set out in this letter.

|  |  |
| --- | --- |
| Services: | **[INSERT DETAILS OF SERVICES]** |

This letter applies to all Confidential Information disclosed on, prior to, or after the date of this letter. For the purposes of this letter, “Confidential Information” means i) information disclosed by me to you for use in or in connection with the provision of the Services or which is otherwise discovered by you in connection with the Services; and ii) the Outputs (as defined below) and all information in them.

1. You shall treat all Confidential Information as confidential and use the Confidential Information only for providing the Services to me under the Agreement and you shall not disclose, publish or use the Confidential Information for any other purpose without my prior written consent.
2. This Agreement shall not apply to any Confidential Information which:-
   1. at the date of this letter is in the public domain or subsequently comes into the public domain unless that arises through your fault and/or in breach of this Agreement;
   2. was already known to you on the date of disclosure, provided that such prior knowledge can be substantiated and proved by documentation, and was not previously acquired by you under an obligation of confidence;
   3. properly and lawfully becomes available to you from a third party who lawfully acquired it and is under no obligation restricting its disclosure;
   4. was independently developed by you without access to the Confidential Information; or
   5. is required to be disclosed by law.
3. You hereby i) absolutely and irrevocably assign to me, as legal and beneficial owner with full title guarantee, with effect from the date of their creation, the whole right, title and interest in and to all information, data, software and materials identified, created or first reduced to practice or writing in the course of the Services and all Intellectual Property therein (the “Outputs”) together with the right to sue for damages and all other available remedies for infringement pertaining thereto; and ii) waive any and all moral rights in the Outputs to which you are now or may at any time in the future be entitled under the Copyright, Designs and Patents Act 1998 or any similar provisions of law in any jurisdiction. Upon my request, you will do all acts and things and shall execute all documents that I may consider necessary to vest title to the Outputs in me. For the purposes of this letter “Intellectual Property” means any patents, trade marks, registered designs, copyright, unregistered design right, database right or semi-conductor topography right, rights in and to trade or business names, know-how or confidential information, and any similar or analogous rights or forms of protection in any part of the world.
4. You shall comply with all applicable requirements under the Data Protection Act 1998 (the “DPA”) and where you are Processing Personal Data as a Data Processor for me, you shall i) Process the Personal Data only in accordance with my instructions; ii) implement appropriate technical (e.g. encryption) and organisational (e.g. ensuring encryption is applied) measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental destruction, damage, alteration or disclosure; and iii) take reasonable steps to ensure the reliability of any staff and agents you have who may have access to the Personal Data and your and their compliance with this clause. For the purposes of this letter, the terms “Data Processor”, Personal Data”, “Process” and “Processing” shall have the meaning given to them under the DPA.
5. The Agreement shall in all respect be construed and interpreted in accordance with, and governed by, the law of Scotland and you and I submit to the exclusive jurisdiction of the Scottish courts.

By signing and returning the enclosed copy of this letter you agree to be bound by the above terms. Please confirm your acceptance of the terms of this letter by signing the enclosed copy of this letter and returning it to me.

Yours sincerely

**[INSERT NAME]**

I, **[INSERT NAME]**, hereby accept and agree to the terms and conditions in this letter.

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