

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING dated 02.08.12 is made

BETWEEN:

- (1) **University of Ulster** having a registered address at Cromore Road, Coleraine, BT52 1SA, Northern Ireland ("Ulster") of the first part;
- (2) **Blue Cube Interactive** ("Blue Cube") having a registered address at 1 Clarence Street, Belfast, BT2 8DX Northern Ireland of the second part;

(Hereinafter collectively referred to as "Party" and or "the Parties")

WHEREAS:

The Parties wish to define the terms of a Memorandum of Understanding in order to define their rights with respect to certain information and proprietary features contained therein.

Definitions

In this Memorandum of Understanding, the following expression shall have the following meaning:

- (a) "Intellectual Property Rights" (IPR) shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (b) "Invention" shall mean "MYNI2012" as defined in Schedule 1.
- (c) "Project" shall mean the collaborative discussions and activities which have already or are currently taking place between the Parties in relation to the Invention and any collaborative projects resulting therefrom.

- (d) "Project IPR", shall mean all information, data and Intellectual Property generated related to the Invention and all legal rights therein.

Recitals

General

- (1) The Inventor, Alan Hook has developed an Invention entitled "MYNI2012" as an employee of the University of Ulster and wishes to define the roles of each party in relation to the management and licencing of the Project IPR.
- (2) Blue Cube wish to licence the Project IPR in order to run the pervasive game to encourage civic pride and tourism through public engagement with "tasks" for rewards; **hereinafter "the Purpose"**.

Intellectual Property

- (3) For the avoidance of doubt, the Project IPR is the property of Ulster.
- (4) Ulster shall grant to Blue Cube a non-exclusive royalty free licence to use the Project IPR for the Purpose.
- (5) The University reserves the right to use the Project IPR for non-commercial, academic purposes such as internal administrative, promotional, teaching and research purposes.

Confidentiality

- (6) Each party agrees to keep the existence and nature of this Memorandum of Understanding confidential and not to use the same or the name of the other parties (or of any other company in the Group of Companies of which the other parties form part) in any publicity, advertisement or other disclosure with regard to this Agreement without the prior written consent of the other parties

Acknowledgements

- (7) All Project IPR which is used by Blue Cube in the promotion, advertising and distribution of the Project IPR shall make appropriate reference to both the inventor, Alan Hook and to Ulster and/or include the University of Ulster logo.

Term of Agreement

(8) This Memorandum of Understanding shall continue in force from the date hereof for 1 year or until terminated by mutual consent or by either party giving to the other Party four months prior notice in writing.

(9) In addition to what has been stated in the foregoing, a Party is entitled to terminate this Memorandum of Understanding if another Party is found in breach of the terms of the Memorandum of Understanding and the breach is of essential importance to each Party (as adjudicated by an impartial arbitrator), and if the offending Party has not taken action to rectify the situation within 30 days of receipt of written request to do so.

Non-Assignment

(10) This Memorandum of Understanding is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.

Other

(11) All additions or modifications to this Memorandum of Understanding must be made in writing and must be executed by all Parties.

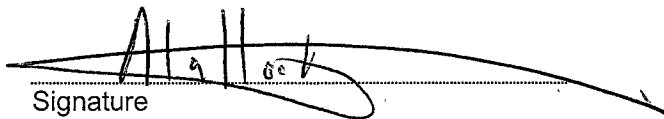
Governing Law

(12) This Memorandum of Understanding shall be construed in accordance with and governed in all respects by the laws of Northern Ireland and the parties hereby submit to the non-exclusive jurisdiction of the courts of Northern Ireland

AS WITNESS this Memorandum of Understanding has been signed on behalf of each party by its duly authorised representative the day and year first above written.

SIGNED for and on behalf of University of Ulster:


Name: ALAN HOOK
Position: LECTURER IN INTERACTIVE MEDIA


Signature

4 / 8 / 12
Date

SIGNED for and on behalf of Blue Cube Design

Name: ERIN NIXON
Position: PROJECT MANAGER


Signature

2 / 8 / 12
Date

APPENDIX 1

Ulster Case Reference No: U401

Title: MYNI2012 (working title)

Inventor: Alan Hook

ABSTRACT

MYNI2012 is a task based pervasive game which asks players to complete specific missions in Northern Ireland, document them and upload their submissions. Tasks are themed around NI2012's four key threads i.e. Landscapes, Myths and Legends etc. Some tasks are space and time specific and others can be undertaken anywhere in Northern Ireland. When players complete a task and it has been documented they upload their submission and pin it to a map. Points are awarded for submissions and there are a series of bonuses and multipliers. MYNI2012 will initially run for 6 weeks.

HOW IT WORKS

Signing Up and Data

Players initially sign up for an account with the main (or mobile) site, they are asked to provide some field data which is used to communicate with players and used in the play mechanics. Players must provide an email address, first name, last name and postcode*. This data will be stored by NITB and used throughout play, there is the possibility for additional fields and functionality such as a twitter link etc. This process should have both a mobile and web friendly interface.

The players postcode is used to locate their "basecamp" which is used to calculate multipliers during play. The postcode also forms part of the dataset which is held by NITB. International tourists should enter ZIP, (this will give them an automatic X5 point multiplier, see below)

Tasks

Tasks are split into 15 ongoing tasks which last the duration of play and can be undertaken at any time. These tasks are not location specific. There are also tasks which are linked to specific regions or events, these can be updated on an ad-hoc basis and players are notified of these additional tasks going live via email. These tasks can be tailored to match emerging game play tactics by players as they additional tasks are added weekly, for instance if there is little uptake on the tasks which require players to print assets in the early stages of play then later tasks can be re-written or pulled to best fit the play communities needs. There are 3 for each county, and 10 which are linked to specific events, giving 40 tasks in total.

Points

Different tasks are awarded different points based on their difficulty to complete, players can also earn bonus points for submissions and being active in the player community

Tasks which can be completed any time within the 6 weeks and are non location specific are awarded points between 1 and 3 depending on difficulty whether or not players need assets to complete (such as printable content, see task 1 above).

Tasks which are region specific, i.e. tied to a county but can be completed at any time during the 6 weeks of play are awarded 4 points.

Tasks which are linked to specific free events which are taking place such as the Clipper Race are awarded 5 points.

Multipliers

Players are awarded multipliers for completing tasks further ways from their base camp (calculated from their postcode) this is in concentric zones of 10 miles

- 10 miles from base - no multiplier
- 20 miles from base - x2 multiplier
- 30 miles from base - x3 multiplier
- 40 miles from base - x4 multiplier
- 50+ miles from base - x5 multiplier

These multipliers are calculated as the crow flies and are communicated to the player with a map overlay in Google Maps. International tourists who provide ZIP codes or international postal codes will automatically receive the x5 multiplier. If there is uptake by an international tourist market, then prizes will need to be tailored to meet this market (something which can be posted to them, which reminds them of their stay for instance).

Bonus Points

Bonus points can be awarded to players who are active in monitoring submissions. There are strict rules on the content that can be uploaded (for example no nudity) and if a player flags an image and it is confirmed as breaking the rules of play then the player is awarded 5 points for community monitoring. If an image is pinned to a certain location and it is reported as not from that location then the reporting player is awarded 3 points if this is confirmed as accurate, this may need to be monitored in-house or by a team or employed students.

Play

Players have access to a range of tasks, some tasks can be completed anywhere in Northern Ireland, some are county specific, and some are event specific (confined to free events). Players access these tasks through the website once they have logged in. Once they have chosen a task to complete, they must document it and upload a photo as evidence. Players are asked to write a small caption to accompany the photo, this caption is no more than 300 characters. Players must tag the image (and associated text) to the location on the map. Once the submission has been received and the player confirms they are happy, the submission is locked and can be viewed by other players

Once the submission is live, the points are calculated and added to the players total. There is a national, and regional (by county) scoreboard, and feedback is given to the player on their position in the score boards. Players can access the map and see other players submissions, they can filter the submissions by region, points scored for submission, see all the tasks or filter by specific task.

Rewards

Prizes

Although there should be overall prizes at the end of play, based on score over the duration of play, additional smaller prizes can be tied to specific tasks, and ideally the county specific tasks can be linked to local business partners. These smaller prizes can be discounted entry at venues, free tray bake with tea and coffees purchased etc.

Larger Rewards

These can be linked to likes, or votes on specific tasks, such as Belsonic Wrist Bands, tickets for entry to the Titanic Museum, and depending on the uptake, there is the possibility for ticketed entry to special events, i.e. if you complete a specific task, and score over a certain point total, a digital ticket is emailed to the player for entry to a special V.I.P players party.

Regional v.s. International Awards

The rewards should reflect that possibility of international play from tourists over the summer period. International players, depending on the duration of their stay, may need specific prizes if the game is to include and encourage international play, if it has an inward facing focus then this would not be as necessary.

Hook, Alan

From: Erin Nixon [Erin.Nixon@bluecubeinteractive.com]
Sent: 02 August 2012 12:15
To: Hook, Alan
Subject: Re: Meeting Contact Report: 18.07.12

No problem Alan - I have fired that back in the post so that you have an original signed copy.

The weather here is lovely...but I reckon the North Coast is a better location to enjoy it!!

Thanks,
Erin

Erin Nixon | Project Manager | Blue Cube Interactive
dd. +44 (0)28 9040 8315 | e. erin.nixon@bluecubeinteractive.com

On 2 Aug 2012, at 11:12, Hook, Alan wrote:

Hi Erin,

I have attached the Memorandum of Understanding from the University outlined in the action points, if you could sign and send back to me (either as an attached scan, or in the post). Any problems, just let me know. Hope it's as much of a nice day in Belfast as it is on the North Coast.

Alan Hook
Lecture in Interactive Media
Course Director of Interactive Media Arts
The University of Ulster

From: Erin Nixon [mailto:Erin.Nixon@bluecubeinteractive.com]
Sent: 20 July 2012 14:57
To: Kathryn Leech; Alan Hook
Cc: Nico Fell; Anthony McNamee
Subject: Meeting Contact Report: 18.07.12

Hi folks,

Please see attached for a contact report from Wednesday's meeting. As you will see at the end of the report, there are some actions, so if anything is unclear please let me know!

Have a good weekend, and we will talk to you next week.

Thanks,
Erin

Erin Nixon | Project Manager | Blue Cube Interactive
dd. +44 (0)28 9040 8315 | e. erin.nixon@bluecubeinteractive.com