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THIS CONTENT SERVICE AGREEMENT

and made

BETWEEN:

- (1) <<Name of Company>> ("The Company")
- (2) <<Name of Content Provider>> ("The Content Provider") of << >>
- (A) The Company is proposing to make available Content through its website (the "Product").
- (B) The Content Provider is only providing Content as selected by The Company and to The Company in digital form as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 Unless otherwise stated, capital letters and terms used in this Agreement shall have the meanings set out in the Schedules.
- 1.2 The schedules to this Agreement and references to the Schedules shall be to clauses and paragraphs of the Schedules.
- 1.3 References to a person shall include a natural person, a corporation, limited or unlimited liability company, general or limited partnership, trust, unincorporated association or any other legal entity.
- 1.4 Headings in this Agreement shall be for reference only and shall not affect the construction of this Agreement.

2. Term of the Agreement

- 2.1 Subject to the termination provisions in clause 2.2, this Agreement shall be deemed effective as of << >> for an initial period of one year from << >>.
- 2.2 Either party may terminate this Agreement by giving to the other no less than << >> days written notice of termination, which notice shall expire on the anniversary of the final day of the Initial Period.

3. The Content

- 3.1 The Content Provider shall provide Content to The Company in accordance with, and shall be responsible for, the obligations and responsibilities associated with the Content set out in schedule 2. Subject to the express provisions of this Agreement, The Content Provider shall have total editorial control over and responsibility for the Content.
- 3.2 The Content Provider will provide Content to The Company on a day to day basis. The Content Provider will be primarily responsible for the development and maintenance of the Content.

- 3.3 The Content Provider shall ensure that the Content (including without limitation any Advertising) complies with applicable laws, regulations, guidelines and codes of practice (including, without limitation, the Advertising Standards Authority).
4. **[Charges/Royalty/Commission]**
- The << >> arrangements shall be as set out in clause 3.
5. **Intellectual Property Rights**
- The Content Provider acknowledges that the Content and other Intellectual Property Rights in the Content developed by The Company and the Content Provider shall belong to The Company and the Content Provider shall not assert or claim any title to such rights under or by virtue of this Agreement.
6. **Confidentiality**
- 6.1 Each party agrees and undertakes that it and its agents will, keep all Confidential Information confidential and will not disclose it in whole or in part to any third party for any purpose other than the performance of this Agreement nor make any public announcement regarding this Agreement except with the express written consent of the other party. This obligation shall survive the termination of this Agreement howsoever and shall continue for five (5) years commencing on the date of such termination.
- 6.2 Confidential Information shall include information in which:
- (A) is disclosed at or prior to the time of the disclosure to the receiving party except to the extent that such information is already in the public domain or is otherwise available to the public; and
 - (B) is disclosed at or after the time of the disclosure to the receiving party except to the extent that such information is already in the public domain or is otherwise available to the public; and
 - (C) is independently developed by the receiving party; or
 - (D) is required to be disclosed by law, government or regulatory order or by any competent authority.
7. **Termination**
- 7.1 Either party may terminate the Agreement with immediate effect to the other party if:
- (A) the other party is in breach of any of the material obligations under this Agreement and the receiving party has given the other party written notice specifying such breach and requiring such breach to be remedied within 30 days of the date of such breach;
 - (B) any of the warranties or representations made by the other party contained in this Agreement is or becomes false or misleading in any material respect.
- 7.2 Either party may terminate the Agreement with immediate effect by notice to the other party if:
- (A) an order is made for the winding up or liquidation of the other party or an effective resolution is passed for the winding up or liquidation of the other party;

- (B) the other party has an administrative receiver or administrator appointed in respect of any part of its assets; or
- (C) any action analogous to an administration is taken against the other party in a jurisdiction other than the UK.
- 7.3 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party.
8. **Warranties**
- 8.1 Each party warrants that it has obtained the data protection fee to the ICO and will comply with all data protection legislation from time to time in force in the UK including, but not limited to, the Data Protection Act 2018, the UK GDPR, and the Privacy and Electronic Communications Regulations 2003 and any directions issued by the Data Protection Commissioner in relation to such obtaining, storing and use of personal data, and any processing carried out under this Agreement (whether in relation to the Content or otherwise).
- 8.2 The Content Provider undertakes to The Company:
- (A) it has full authority to enter into this Agreement and will maintain such authority throughout the term of this Agreement;
- (B) it owns or will prior to the completion of this Agreement obtain all rights, consents, licences and permissions from The Company to The Company to incorporate the Content into The Company's services by means of The Company's services;
- (C) neither the exercise of the rights in and to the Content granted to it by the Content Provider nor the Content (or any part thereof) as incorporated into The Company's services by means of The Company's services will infringe any right(s) of copyright, trademark, patent or other intellectual property right or interest of any third party or constitute defamation or be defamatory of any person; and
- (D) the Content shall be free from viruses, malware or other malicious code.
9. **Indemnities**
- The Content Provider agrees to indemnify The Company and each of its Affiliates (including its subsidiaries, successors and assigns) against all loss, cost or expense (including reasonable legal fees and costs) incurred as a result of any claim by or against The Company or any of its Affiliates arising out of or in connection with:
- (A) a breach of any of the warranties made by the Content Provider or any of its Affiliates in this Agreement; and
- (B) an alleged infringement of the intellectual property rights of The Company or any of its Affiliates.
10. **Limitation of Liability**
- 10.1 Subject to clause 10.1, the liability of the Content Provider under or arising out of this Agreement shall be limited to the amount paid by The Company to the Content Provider for the use of the Content Provider's services.

- Agreement shall not exceed in respect of all claims (connected with the same incident) more than 12 months.
- 10.2 Nothing in this clause 10 shall limit the liability of either party for death or personal injury caused by negligence.
- 10.3 Neither party shall be liable for any indirect or consequential loss or damage howsoever caused, including loss of savings, wasted expenditure or loss of profit, anticipated or not, arising out of or in connection with this Agreement.
11. **Escalation Procedure**
- 11.1 In the event of a dispute between the parties to this Agreement the parties shall use their best endeavours to resolve the dispute at the level of the appropriate commercial managers.
- 11.2 If the dispute remains unresolved after 10 working days after referral to the appropriate commercial managers the parties shall meet within fifteen (15) working days after referral to the appropriate managers with the overall responsibility for international operations to discuss the dispute in order to find a resolution.
- 11.3 If the dispute remains unresolved after 10 working days of referral under clause 11.2 the dispute shall be referred to the dispute resolution committee of directors of both parties in order to find a resolution.
- 11.4 In the event of a dispute of a material nature which has been through the escalation procedure set out in clause 11.1 and 11.2 the parties shall appoint an independent expert in the field of the dispute. The expert shall be an expert and not an arbitrator. The expert's decision shall be final and legally binding on the parties. If the parties are unable to agree on an independent expert, the parties shall agree on an independent expert who shall be appointed by the independent expert is unable to agree on an independent expert, the President or Deputy President of the International Chamber of Commerce shall appoint an independent expert in accordance with the rules of procedure of the International Chamber of Commerce.
12. **Force Majeure**
- 12.1 Neither party shall be liable for any delay or failure to perform any of its obligations hereunder (except to the extent that the delay or failure was caused by a Force Majeure event) (including, without limitation, war or threat of war, armed conflict, rebellion, or prohibition or intervention by any government or competent authority).
- 12.2 A party claiming a delay in performance of a material obligation due to a force Majeure event shall notify the other party in writing as soon as possible. If such a Force Majeure event continues, and delays or prevents the performance of a material obligation for a continuous period of at least 90 days, the party who is not relying on the other party to perform may terminate this Agreement.
13. **Data Protection**

by one incident, or << >> in any consecutive period of 12 months.

include the liability of either party for

any indirect or consequential loss or damage howsoever caused, including loss of profit, anticipated or not, arising out of or in connection with this

tion to this Agreement the parties dispute is resolved at the level of

g days after referral to the to the appropriate managers with all meet within fifteen (15) working

working days of referral under d of directors of both parties in

has been through the escalation ove the parties shall appoint an services who shall act as an te. The expert's decision shall be that that the parties are unable to ctive digital services or if such expert shall be appointed by the tute of Arbitrators from time to

ed to be in breach of this failure to perform any of its (Charges) if and to the extent that that party's reasonable control ther industrial action, act of God, e, or prohibition or intervention by (a "Force Majeure Event").

o perform, any of its obligations y the other of the relevant nues, and delays or prevents the us period of at least 90 days, the nt to justify such delay or failure to the other.

- 13.1 The Company will only use the Company's <<insert do <<insert location(s)>>.
- 13.2 The Content Provider will o the Content Provider's <<ir <<insert location(s)>>.
14. **Entire Agreement**
- 14.1 This Agreement contains th and supersedes all previou parties relating to the Conte (which is hereby terminated be varied except by an agr representative of each part
- 14.2 Each party confirms that it the other party except thos
15. **Severance**
- If any provision of this Agree authority to be void or uner fundamental to the comme continue in force in relation provision in question and th term(s) for the affected pro original intentions of the pa
16. **No Partnership**
- Nothing in this Agreement s or agency relationship betw
17. **Waiver**
- 17.1 No failure or delay by The C this Agreement shall opera exercise by The Company exercise thereof or the exe
- 17.2 The right and remedies her and remedies provided by l
18. **Notices**
- 18.1 Any notice or other commu writing and may be delivere facsimile transmission to th that party's facsimile transr England as may be notified and shall be effectual notw
- 18.2 Each such notice or comm and delivered, if by letter, 4 relevant address or, if by fa
- personal information as set out in cy Notice>> available from
- personal information as set out in g. Privacy Notice>> available from
- the parties relating to the Content ts and agreements between the ation the Existing Agreement rety). This Agreement shall not by a duly authorised
- ement or representation given by ein.
- mpetent court or regulatory part and such provision is not ement, this Agreement shall ons and the remainder of the in good faith (a) replacement as closely as possible the
- ating a partnership, joint venture
- ny right, power or privilege under r shall any single or partial vilege preclude any further ower or privilege.
- ive and not exclusive of any rights
- nder this Agreement shall be in repaid recorded delivery letter or pecified in this Agreement or to r such other address or number in from time to time for this purpose f address not so notified.
- d to have been given or made y delivery, when left at the n receipt by the addressee of the

complete text in legible form

19. **Assignment**

The Content Provider may not assign this Agreement in whole or in part to any third party without the prior written consent of the Content Provider.

20. **Governing Law and Jurisdiction**

This Agreement shall be governed by English law and the parties hereby submit to the jurisdiction of the English courts.

IN WITNESS WHEREOF this Agreement has been signed by duly authorised representatives of the parties

not in whole or in part to any third party.

d in accordance with English law and the jurisdiction of the English courts.

ed by duly authorised

In this Agreement:

"Charges"

amounts which are payable by
s Agreement and are detailed in

"Confidential Information"

mation relating to the Content or
, and any other information
interests of either party which is
dential at the time of disclosure.

"Content"

xt, graphics, still and moving
sual material, software,
ecified in paragraph 1.2 of
e provided by the Content

"Launch Date"

h the Content is made available
ms.

"Intellectual Property Rights"

other intellectual property rights,
n whatever media, whether or not
(hout limitation) patents, trade
ade names, database rights,
s in any format or presentation
visual or other non-literal
ications for the protection or
ts and all renewals and
ghout the world.

"The Company Systems"

based website through which The
ervices.

"Term"

agreement, as specified in clause

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1. **Description of Content**

<<Add description>>

2. **Delivery of the Content**

The Content Provider shall maintain a secure communications link for the Content to The Company in accordance with the provisions of the Agreement. The Company shall be operative throughout the Term a secure

the Content to The Company in accordance with the provisions of the Agreement. The Company shall be operative throughout the Term a secure

3. **Service Levels**

3.1 The Content Provider shall maintain a high standard reasonably acceptable during the Term the Content is of a

any.

3.2 The Content Provider shall maintain a weekly basis.

a weekly basis.

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<<As appropriate>>

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SIGNED by

<<Name and Title of person signing
for and on behalf of <<Company's

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Content Provider>>

In the presence of

<<Name & Address of Witness>>

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