

CONTENT SUPPLY AGREEMENT

THIS AGREEMENT is made on
[insert year]

BETWEEN:

*[Insert the name and address
content]*, ("the Content Provider")

AND

*[Insert the name and address
content]*, ("the Content User")

1. Interpretations

1.1 Unless the context otherwise requires, the singular shall include all other genders and the plural shall include the singular.

1.2 Reference to any statute or regulation shall include any statutory provisions that amend or replace it.

2. Outline of Agreement

2.1 The Content Provider provides the Content as part of its *Content Provider's business*.

2.2 The Content User provides the Content as part of its *Content User's business*.

2.3 The parties agree that the Content shall be made available on *[Insert Content User's web address]* following the "Content", as provided in the *[Insert a complete description of the Content]*.

2.4 The Content User may host the Content on its "Services", (as defined by the Content User in this Agreement, such Content shall be made available between the parties.

3. Contract Period

This Agreement shall remain in effect for the *contract term, e.g. Twelve months* above ("Initial Term") and shall be terminated by either party giving *notice for termination, e.g. 1-6 months* to expire before the end of the Initial Term. *If* the parties further agree that the Initial Term shall be extended before the expiry of the Initial Term, this Agreement shall be deemed to be renewed for the same term as this Agreement.

4. Content Specification

4.1 Where the Content is displayed on a web page, its use shall be subject to the following conditions:

4.1.1 The Content Provider's Content shall not include any content which is offensive, defamatory, obscene, or otherwise illegal.

4.1.2 Content shall not be displayed with any other content that the Content Provider knows or ought to know infringes the rights of a third party, or

4.1.3 Content shall not be displayed with any other content that in the reasonable opinion of the Content Provider is in direct competition with the Content Provider's Content, unless the Content Provider provides the Content Provider with prior written permission of the Content Provider to display the Content with that of a competitor.

4.2 The Content User shall ensure that the Content is displayed in a clear legible font size and is not displayed on a web page background that obscures or renders the Content including any links or icons.

4.3 Furthermore the Content User shall ensure that the Content displays correctly and has a uniform appearance across all types and versions of browser and operating systems and the type of access device on which the Content is displayed.

4.4 The parties shall agree a timetable for the updating and maintenance of the Content and the web site. Such timetable to include the Content Provider's obligations to update the Content and the Content User's obligations to maintain the web site.

representatives of both parties for the maintenance.

4.5 The Content Provider reserves the right to remove or modify the Content for the Content to be displayed on the User's web site, giving 30 days written notice. This clause shall not be breached.

5. Co-Branding and Linking

5.1 All links between the respective web sites shall be as agreed between the parties, and shall be a text link.

5.2 All graphics displaying the Content Provider's logo shall be active links back to the Content Provider's index page located at *[Insert Content Provider's web site address]*

5.3 Any graphic link should contain the Content Provider's logo and in the footer of the Content Provider's web site.

5.4 Any Content Provider graphic shall have similar display dimensions to the Content Provider's logo on a third party site as displayed on the Content Provider's web site. The graphic shall not be displayed in a size, orientation, dimensions or colours of the Content Provider's logo. In the view or in the opinion of the Content Provider, the graphic shall not be the logo or could cause confusion. The Content Provider is free to use a suitable software to create or modify any graphics so long the image is not distorted, altered or reduced.

5.5 Any graphic shall also be displayed with an "alt" tag using Hypertext Markup Language (HTML) computer language coding program. The content of the tag shall be *"[Insert Content Provider's web site address]"* or an alternative as may be agreed between the parties.

5.6 Any text link shall be displayed in a font, size, look and feel of the Content Provider's logo. The link and shall be displayed in a font, size, look and feel of the Content Provider's logo. The link shall be a link to another third party web site. The content of the link shall be *"[Insert Content Provider's web site address]"* or an alternative as may be agreed between the parties.

that they will be transferred to either completely or within a Content User's web site.

5.7 Wherever possible all links on any web page on which they

5.8 The parties shall ensure that links shall operate correctly and transfer to the requested web site. In the event of a problem whose web site the link resides on, the party whose web site the link resides on shall resolve the problem within a reasonable period of time or the other party of the correction.

5.9 In recognition that the actions of the parties would impact upon the value of the parties agree not to do the following without the written approval of the party

5.9.1 Use the web site address or a combination of the other party's name and the Meta Tags of any web page; or the coding of any web page; or

5.9.2 Register the web site address or a similar sounding or similarly spelled combination of it as keyword or

5.9.3 Register any domain name or party or deliberately mis-spe

6. Loss or Deterioration of

In the event of system failure or service the defaulting party shall restore or rectify the service. The party shall be entitled to any form of compensation. The party shall within a reasonable period of time resolve the problem or party the cause of the loss or

obligations) which results from the party's reasonable control and shall not be overcome by the exercise of

8. Notice

8.1 Any notice given by either party shall be served on the other party or its signatory by email, personal delivery, first-class post, telex or facsimile to the party as set out in this clause

[Insert contact details of the organisation who will receive notice]

The Content Provider

Name:

Position:

Email:

Tel:

Fax:

Address:

[Insert contact details of the organisation who will receive notice]

The Content User

Name:

Position:

Email:

Tel:

Fax:

Address:

or such subsequent addresses as they shall advise each other.

8.2 Any such notice shall be given in the following manner:

8.2.1 In the case of service by post, the notice shall be sent by first class post 48 hours after posting

8.2.2 In the case of service k
transmission on the next wor

9. Confidentiality

Both parties shall keep confid
Agreement and not disclose t
contractors as need to know
purposes of performing this A
information marked "Confide
reasonable to judge such info
disclosed for a period of 2 ye
except where such disclosure
court in the jurisdiction of En
information marked as a "Tra
constitute a trade secret sha
after the expiry of this Agree
required by law or by order o
Confidential information and
necessarily be limited to: tec
operational, marketing or pro

10. Press and Publicity

Both parties shall announce t
means of a joint press releas
to being made public. Either
press releases and other stat
existence of this Agreement,
advance.

11. Data Protection

Both parties shall be register
Protection Act relevant to the
when each party first register
they will not rent or sell custo
without the customer's expre
treat a breach of this clause
Agreement in accordance cla

12. Intellectual Property

12.1 Each party grants to the other party a non-exclusive, revocable, non-transferable license (the "License") to use the other party's Intellectual Property (including but not limited to the other party's name, logos, trade marks, trade names, and other Intellectual Property") subject to the restrictions set forth in any promotional and marketing materials used in a manner approved by the party. The License shall not be used, such approval not to be required.

12.2 Both parties warrant that they have the right to grant the License and permit the other party to use the other party's Intellectual Property and devices to the extent required by the License Agreement.

12.3 Neither party shall make any use of the other party's Content, Products or Services in violation of the License Agreement.

12.4 Neither party shall make any use of the other party's trademarks or register or cause to be registered any trademark or materially similar trademark or trade name after the expiry of this Agreement.

12.5 Neither party shall register or use any company name which is materially similar to the other party's name.

12.6 On the expiry of this Agreement, the License granted in clause 12 shall expire and the other party shall cease its use of the Intellectual Property of the other party.

13. Limitation of Liability

13.1 Nothing in this Agreement shall limit or exclude the other party's liability for death or personal injury resulting from the negligence of the other party or their servants, agents or subcontractors.

13.2 Neither party shall be liable for any loss of profits or anticipated savings or loss whatsoever, including but not limited to, direct, indirect, consequential, special, or otherwise, in contract, tort, or otherwise, arising from the other party's or other representations (other than misrepresentations) or omissions, whether or not such loss is foreseeable.

13.3 The Content Provider agrees to indemnify and hold the Content User harmless against any claims, damages, losses, or expenses (including reasonable attorneys' fees) that the Content User may sustain or incur as a result of the Content Provider's negligence.

Products or Services which the
indemnity applying in respect
applicable law or regulation of
property rights.

13.4 The Content User agree
against any claims, damages
Content Provider may sustain
Products or Services which the
indemnity applying in respect
applicable law or regulation of
property rights.

14. Assignment

Neither party may assign or
any rights, duties and obligat
consent in writing of the other

15. Force Majeure

Neither party shall be liable f
obligation under this Agreem
any circumstances beyond its
limited to acts of god, war, ci
such delay or failure continue
party not subject to the force
this Agreement by written no

16. Joint Venture or Partn

Nothing in this Agreement sh
partnership, joint venture or
parties and neither party sha
the other party or to contract
against the other party.

17. General

17.1 Failure by either party t
Agreement is not to be taken
rights unless the waiving par

17.2 It is hereby declared that the paragraphs and clauses of this Agreement shall be construed independently of each other. If any paragraph or clause of this Agreement is held to be invalid it shall not affect the validity of the other paragraphs and clauses.

17.3 No addition to or modification of this Agreement shall be binding on the parties unless it is signed by all the signatories to this Agreement or their authorized representatives.

17.4 This Agreement sets out the entire understanding of the parties and supersedes all written or oral agreements between them.

18. Jurisdiction

This Agreement shall be interpreted and governed in accordance with English law and the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have hereunto set their hands and seals on this _____ day, month and year first above written.

[Insert Content Provider's Name]
[Insert name of person signing]
[Insert their position]

Signature: _____

[Insert Content User's Name]
[Insert name of person signing]
[Insert their position]

Signature: _____

EXAMPLE DOCUMENT

CONTENT SUPPLY AGREEMENT

THIS AGREEMENT is made on

BETWEEN:

Acme Digital Partners, 45
("the Content Provider")

AND

Precision Delta Spindles, 8
U22, ("the Content User")

1. Interpretations

1.1 Unless the context otherwise requires, the singular shall include all other genders and the plural shall include the singular.

1.2 Reference to any statute or regulation shall include any statutory provisions that amend or replace it.

2. Outline of Agreement

2.1 The Content Provider provides **online resources for defining**

2.2 The Content User provides **spindles to manufacturers**

2.3 The parties agree that the **precdeltasp.com** will host a "Content", as provided by the

News and associated products in the industry, including company specifications and uses.

2.4 The Content User may host "Services", (as defined by the

this Agreement, such Content between the parties.

3. Contract Period

This Agreement shall remain **months** from the date of the shall continue thereafter unless giving not less than **Three m** not to expire before the end of this the parties further agree terminated before the expiry clause 7 of this Agreement.

4. Content Specification

4.1 Where the Content is displayed its use shall be subject to the

4.1.1 The Content Provider's any content which is offensive

4.1.2 Displayed with any other knows or ought to know infringe a third party, or

4.1.3 Displayed with any other that in the reasonable opinion competition with the Content provides the Content Provider prior written permission of the Content with that of a competitor

4.2 The Content User shall fully displayed in a clear legible font displayed on a web page background render the Content including

4.3 Furthermore the Content displays correctly and has a user type and version of browser and the type of access device on

4.4 The parties shall agree a updating and maintenance of

between the parties that acc
be transferred to the Content
or within a framed environme

5.7 Wherever possible all link
any web page on which they

5.8 The parties shall ensure
shall operate correctly and tr
the requested web site. In th
whose web site the link resid
problem within a reasonable
party of the correction.

5.9 In recognition that the ac
would impact upon the value
parties agree not to do the fo
written approval of the party

5.9.1 Use the web site addre
combination of the other part
the Meta Tags of any web pa
coding of any web page; or

5.9.2 Register the web site a
similar sounding or similarly
combination of it as keyword
or

5.9.3 Register any domain n
party or deliberately mis-spe

6. Loss or Deterioration of

In the event of system failure
service the defaulting party s
restore or rectify the service.
entitled to any form of compe
shall within a reasonable peri
party the cause of the loss or

7. Termination

7.1 Either party may terminate this Agreement upon the occurrence of any of the following events that:

7.1.1 Either party commits a material breach or persistent breaches of this Agreement, or is in default or neglect of its duties under this Agreement, and

7.1.2 Such breach remains uncured within 30 days from written notice given by the other party and requiring its remedy.

7.2 Furthermore this Agreement shall terminate if that:

(a) Either party is unable to pay its debts as they fall due, or paying their debts the amount of their assets is less than the amount of their liabilities, or exceeds the bankruptcy level under the Insolvency Act 1986, or

(b) Being a company becomes insolvent, or goes into liquidation, (other than a voluntary liquidation or reconstruction), or

(c) Has a receiver appointed over its assets, or

(d) Ceases or threatens to cease trading, or

(e) Makes any voluntary arrangement or arrangement for the benefit of its creditors, or

(f) There is a change of control, which means the right to direct the affairs of the company, or the ownership of shares, membership of the company, or

7.3 Any termination of this Agreement shall not affect any rights accrued in favour of or against either party prior to the date of termination, and to those provisions of this Agreement which by their construction intended to survive termination, without limitation, clauses 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

7.4 Neither party shall be liable for any termination of this Agreement by reason of any event mentioned in clause 7.1 or 7.2.

perform this Agreement (excluding obligations) which results from a party's reasonable control and cannot be overcome by the exercise of

8. Notice

8.1 Any notice given by either party shall be served on the other party or signatory by email, personal delivery, first-class post, telex or facsimile to the party as set out in this clause

The Content Provider

Name: **John Brown**
Position: **Business Development**
Email: **jbrown@acmed**
Tel: **0207 123 4560**
Fax: **0207 123 4560**
Address: **45 Dover Street**

The Content User

Name: **Peter Smith**
Position: **Director**
Email: **psmith@precede**
Tel: **0331 987 9871**
Fax: **0331 987 9871**
Address: **89 Flood Street**

or such subsequent addresses as notified in writing to each other.

8.2 Any such notice shall be given in accordance with the following:

8.2.1 In the case of service by first-class post 48 hours after posting

8.2.2 In the case of service by facsimile transmission on the next working day

9. Confidentiality

Both parties shall keep confidential the terms of this Agreement and not disclose them to third parties, including contractors as need to know, except where necessary for the purposes of performing this Agreement. Information marked "Confidential" shall be kept confidential to the extent reasonable to judge such information to be confidential. Information disclosed for a period of 2 years, except where such disclosure is required by a court in the jurisdiction of England and Wales. Information marked as a "Trade Secret" shall constitute a trade secret shall be kept confidential after the expiry of this Agreement, except where required by law or by order of a court. Confidential information and trade secrets shall necessarily be limited to: technical information, operational, marketing or product information.

10. Press and Publicity

Both parties shall announce the existence of this Agreement to the public by means of a joint press release. Neither party shall make any press releases and other statements to the public without the advance written consent of the other party.

11. Data Protection

Both parties shall be registered with the Information Commissioner's Office under the Data Protection Act relevant to the jurisdiction in which they are registered when each party first registers for business. They shall not rent or sell customer data to third parties without the customer's express consent. Each party shall treat a breach of this clause as a material breach of this Agreement in accordance with clause 15.

12. Intellectual Property Rights

12.1 Each party grants to the other party a non-exclusive, revocable, non-transferable license to use its name, logos, trade marks, trade dress, and other intellectual property ("IP") subject to the restrictions set out in any promotional and marketing materials.

a manner approved by the party used, such approval not to be

12.2 Both parties warrant that they will not permit the other party to use their trademarks and devices to the extent restricted by the Agreement.

12.3 Neither party shall make any use of the Content, Products or Services of the other party in violation of the Agreement.

12.4 Neither party shall make any use of the trademarks or register or cause to be registered any materially similar trademark or service mark after the expiry of this Agreement.

12.5 Neither party shall register or use any company name which is materially similar to the name of the other party.

12.6 On the expiry of this Agreement, all rights in clause 12 shall expire and the parties shall cease their use of the Intellectual Property of the other party.

13. Limitation of Liability

13.1 Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from the negligence of either party or their servants, agents or independent contractors.

13.2 Neither party shall be liable to the other party for loss of profits or anticipated savings or for any loss whatsoever resulting from the breach of any contract, tort, or otherwise, or from any misrepresentations (other than fraudulent misrepresentations) or other representations made by either party.

13.3 The Content Provider shall not be liable to the Content User against any claims, damages or losses of any kind which the Content User may sustain or suffer as a result of the use of the Content, Products or Services which the Content Provider provides, including any indemnity applying in respect of the Content, Products or Services under applicable law or regulation or in respect of any property rights.

13.4 The Content User agrees against any claims, damages Content Provider may sustain Products or Services which the indemnity applying in respect applicable law or regulation of property rights.

14. Assignment

Neither party may assign or any rights, duties and obligations consent in writing of the other

15. Force Majeure

Neither party shall be liable for obligation under this Agreement any circumstances beyond its limited to acts of god, war, or such delay or failure continue party not subject to the force this Agreement by written notice

16. Joint Venture or Partnership

Nothing in this Agreement shall partnership, joint venture or parties and neither party shall the other party or to contract against the other party.

17. General

17.1 Failure by either party to Agreement is not to be taken rights unless the waiving party

17.2 It is hereby declared that paragraphs and clauses of the construed independently of the Agreement or its paragraphs

invalid it shall not affect the
and clauses.

17.3 No addition to or modification shall be binding on the parties unless approved by the signatories to this Agreement and their representatives.

17.4 This Agreement sets out the entire understanding of the parties and supersedes all written or oral agreements between them.

18. Jurisdiction

This Agreement shall be interpreted and governed in accordance with English law and the jurisdiction of the English Courts.

IN WITNESS of which the parties have hereunto set their hands and seals on the day, month and year first above written.

Acme Digital Partners
John Brown
Business Development Manager

Signature: _____

Precision Delta Spindles
Peter Smith
Director

Signature: _____