

This is a sample – not the full document

**Buy the full document in Word format.
Select from the following options:**

Individual Document

www.compactlaw.co.uk/affiliate-agreement.html

Business Pack

www.compactlaw.co.uk/business-pack.html

Employers Pack - Staff Handbook

www.compactlaw.co.uk/staff-handbooks.html

AFFILIATE AGREEMENT

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert the name and address of the organisation supplying the service],
("the Service Provider")

AND

[Insert the name and address of the organisation that will be the affiliate],
("the Affiliate")

1. Interpretations

1.1 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.2 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

2. Outline of Agreement

2.1 The Service Provider provides: *[Insert a brief description of the Service Provider's business]*.

2.2 The Affiliate provides: *[Insert a brief description of the Affiliate's business]*.

2.3 The Affiliate agrees to promote and link to the current Products and Services available on *[Insert the Service Provider's website address]*, ("the Service Provider's website") as listed below:

[Insert list of Products and Services here].

2.4 Such promotion shall be in return for Commission Payments as detailed in clause 6 below.

2.5 The parties further agree that Affiliate may promote and link to such other Products and Services as may be introduced on the Service Provider's website from time to time on such terms as to be agreed between the parties.

2.6 The Affiliate acknowledges that the Service Provider makes no representations concerning the volume of sales that will be generated from such Products and Services where a percentage of revenue from these Products and Services will be paid to the Affiliate.

3. Contract Period

This Agreement shall remain in force for a period of *[Insert initial contract term, e.g. Twelve months]* from the date of the Agreement above ("Initial Term") and shall continue thereafter unless or until terminated by either party giving not less than *[Insert notice period for termination, e.g. 1-6 months]* notice in writing, such notice not to expire before the end of the Initial Term. Notwithstanding this the parties further agree that this Agreement may be terminated before the expiry of the Initial Term in accordance with clause 11 of this Agreement.

4. Linking

4.1 The Affiliate acknowledges the importance of branding and identifying links to the Service Provider's Products and Services available on the Service Provider's website as being provided by the Service Provider and that all links shall be in a form agreed between the parties, whether by means of a graphic or text link.

4.2 All graphics displaying the Service Provider's name and or logo shall be active links back to the Service Provider's web site home or index page or such other pages as directed by the Service Provider in order to maximise sales of the Products and Services.

4.3 Any graphic link should only use the graphics supplied by the Service Provider and in the format supplied by the Service Provider.

4.4 All Service Provider graphics shall be displayed in the same or similar display dimensions to any other graphics used for linking to a third party site as displayed on the same web page. Furthermore the graphic shall not be displayed in a manner that distorts the dimensions or colours of the graphic so as to render it difficult to view or in the opinion of the Service Provider dilutes the identity of the logo or could cause confusion to the public. The Affiliate is free to use a suitable software program to reduce the file size of any graphics so long the image quality of the graphic is not visibly altered or reduced.

4.5 Any graphic shall also be coded with a text alternative ("img alt") tag using Hypertext Markup Language (HTML) or other computer language coding producing the same result in the format "Service Provider's website address" or such other text alternative as may be agreed between the parties.

4.6 Wherever possible all links shall be placed above the fold on any web page on which they are displayed.

4.7 The Affiliate shall ensure that all links whether graphic or text shall operate correctly and transfer the user to the requested part of the Service Provider's website. In the event that any link fails the Affiliate shall take steps to correct the problem within a reasonable period of time.

4.8 In recognition that the actions listed below in this clause 4 would impact upon the value and goodwill of the Service Provider, the Affiliate agrees not to do the following without the express prior written approval of the Service Provider:

4.8.1 Use the Service Provider's web site address or any combination of the Service Provider's name in keywords contained within the Meta Tags of any web page or referred to or repeated in the coding of any web page; or

4.8.2 Register the Service Provider's web site address or any similar sounding or similarly spelt web site address or any combination of it as keywords with any search engine or directory; or

4.8.3 Register any domain name similarly spelt (or deliberately mis-spelt) to that of the Service Provider's website address.

5. Loss or Deterioration Of Service

In the event of system failure, loss of access or deterioration in service

regarding access to the Service Provider's website, the Service Provider shall take all reasonable steps to restore or rectify the service. The Affiliate shall not be entitled to any form of compensation.

**Sample document – the remaining are clause headings only
Full document contains all clauses**

6. Products and Services - Commission Payments

7. Products and Services - Sales Reports

8. Products and Services - Invoicing

9. Products and Services – Tracking

10. Products and Services - Records

11. Termination

12. Notice

13. Confidentiality

14. Press and Publicity

15. Data Protection

16. Intellectual Property Rights

17. Limitation of Liability

18. Assignment

19. Force Majeure

20. Joint Venture or Partnership

21. General

22. Jurisdiction

This Agreement shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

[Insert Service Provider's Name]
[Insert name of person signing on Service Provider's behalf]
[Insert their position]

Signature: _____

[Insert Affiliate's Name]
[Insert name of person signing on the Affiliate's behalf]
[Insert their position]

Signature: _____

(c) www.compactlaw.co.uk