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## **CONTENT SUPPLY AND ADVERTISEMENT AND PRODUCT REVENUE SHARING 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 content],*  
("the Content Provider")

AND

*[Insert the name and address of the organisation that will use the content],*  
("the Content User")

### **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 provision in this Agreement shall include any statutory provision that amends or replaces it.

### **2. Outline of Agreement**

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

**2.2** The Content User provides: *[Insert a brief description of the Content*

*User's business*].

**2.3** The parties agree that the Content User web site located at *[Insert Content User's web address]* will host and promote the following the "Content", as provided by the Content Provider:

*[Insert a complete description of the content to be used]*

**2.4** The Content User may host and link to further the Content during the course of this Agreement, such Content to be agreed between the parties.

**2.5** The Content User further agrees to promote and link to the current Products and Services available on *[Insert Content Provider's web address]* and listed below:

*[Insert a complete description of the product and services that will be promoted]*

**2.6** The parties further agree that the Content User may promote and link to such other Products and Services as may be introduced on the Content Provider's web site from time to time on such terms as to be agreed between the parties.

**2.7** The Content User acknowledges that the Content 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 Content User.

### **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 18 of this Agreement.

#### **4. Content Specification**

**4.1** Where the Content is displayed on the Content User's web site its use shall be subject to the following restrictions:

**4.1.1** The Content shall not be displayed with any content which is offensive, obscene, defamatory or libellous, or

**4.1.2** Displayed with any other content which the Content User knows or ought to know infringes the intellectual property rights of a third party, or

**4.1.3** Displayed with any other content from a third party company that in the reasonable opinion of the Content Provider is in competition with the Content Provider unless the Content User provides the Content Provider with notification and receives the prior written permission of the Content Provider to display their Content with that of a competitor to the Content Provider.

**4.2** The Content User shall further ensure that all the Content is displayed in a clear legible font style and size and that it is displayed on a web page background that does not obscure or render the Content including text links difficult to read.

**4.3** Furthermore the Content User shall ensure that the Content displays correctly and has a uniform appearance regardless of the type and version of browser in which it is viewed and regardless of the type of access device on which it is displayed.

**4.4** The parties shall agree a timetable and procedure for the updating and maintenance of the Content on the Content User's web site. Such timetable to include the full contact details of the representatives of both parties in charge of content or web site maintenance.

**4.5** The Content Provider reserves the right to withdraw permission for the Content to be displayed on the Content User's web site on giving 30 days written notice should the conditions in this clause 4 be breached.

#### **5. Co-Branding and Linking**

**5.1** The Content User acknowledges the importance of branding and identifying any hosted Content or links to the Content or Products and Services available on the Content Provider's web site as being provided by the Content Provider and that all links shall be in a form agreed between the parties, whether by means of a graphic or text link.

**5.2** All graphics displaying the Content Provider's name and or logo shall be active links back to the Content Provider's web site home or index page.

**5.3** Any graphic link should only use the graphics supplied by the Content

Provider and in the format supplied by the Content Provider.

**5.4** Any Content 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 Content Provider dilutes the identity of the logo or could cause confusion to the public. The Content User 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.

**5.5** 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 "*[Insert Content Provider's web address]*" or such other text alternative as may be agreed between the parties.

**5.6** Any text link shall be displayed in a font in keeping with the look and feel of the Content User's web site on which it is displayed and shall be displayed in a font size no smaller than any other text link to another third party web site as displayed on the Content User's web site. The content of such a text link shall consist of "*[Insert Content Provider's web address]*" or such other text link as may be agreed between the parties that accurately informs the user that they will be transferred to the Content Provider's web site either completely or within a framed environment within the Content User's web site.

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

**5.8** The parties shall ensure that all links whether graphic or text shall operate correctly and transfer the user to the correct part of the requested web site. In the event that any link fails the party on whose web site the link resides shall take steps to correct the problem within a reasonable period of time and notify the other party of the correction.

**5.9** In recognition that the actions listed below in this clause 5 would impact upon the value and goodwill of either party, the parties agree not to do the following without the express prior written approval of the party to be affected:

**5.9.1** Use the web site address of the other party or any combination of the other party's name in keywords contained within the Meta Tags of any web page or repeated multiple times in the coding of any web page; or

**5.9.2** Register the web site address of the other party or any similar sounding or similarly spelt web site address or any combination of it as

keywords with any search engine or directory; or

**5.9.3** Register any domain name similarly spelt to that of the other party or deliberately mis-spelt.

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

**6. Loss or Deterioration Of Service**

**7. Products and Services - Commission Payments**

**8. Products and Services - Sales Reports**

**9. Products and Services - Invoicing**

**10. Products and Services - Tracking**

**11. Products and Services - Verification**

**12. Products and Services - Security and Chargebacks**

**13. Banner Advertisements or Sponsorship - Commission Payments**

**14. Banner Advertisements or Sponsorship - Sales Reports**

**15. Banner Advertisements or Sponsorship - Invoicing**

**16. Banner Advertisements or Sponsorship - Tracking**

**17. Banner Advertisements or Sponsorship - Verification**

**18. Termination**

**19. Notice**

**20. Confidentiality**

**21. Press and Publicity**

**22. Data Protection**

**23. Intellectual Property Rights**

**24. Limitation of Liability**

**25. Assignment**

**26. Force Majeure**

**27. Joint Venture or Partnership**

**28. General**

**29. Jurisdiction**

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

*[Insert Content Provider's Name]*

*[Insert name of person signing on Content Provider's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert Content User's Name]*

*[Insert name of person signing on Content User's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

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