

Content Provider Agreement

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. Content Provider Agreement

General Information

Content Provider Agreement

This Content Provider Agreement is between content provider and a company or publisher who desires to purchase the rights in the content. This agreement sets forth the specific works in which the rights will be granted and the consideration paid for these works. It sets out that each party is considered an independent contractor.

it is important that this type of transaction be clearly set out in writing. A well-written Content Provider Agreement will prove beneficial in the event there are disagreements, misunderstandings or litigation between the parties regarding the content.

Instructions and Checklist

Content Provider Agreement

- The parties should read the document carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- This form includes exhibits which should be attached and incorporated as part of this agreement.
- Read the "Assignment of Rights" provision carefully to ensure that it clearly sets out the intent of the assignment. It is also important that Exhibit A set forth all works which are assigned.
- This agreement must be signed by both parties.
- The parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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CONTENT PROVIDER AGREEMENT

THIS CONTENT PROVIDER AGREEMENT is made and executed on this the _____ day of _____, 20__ by and between:

PARTIES:

1. _____, an individual, residing at _____ having Social Security Number _____ (hereinafter referred to as "Content Provider").

AND

2. _____, a Company registered in accordance with the laws of _____ having its registered office at _____ represented by _____ (hereinafter referred to as the "Company/Publisher") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Company/Publisher.

RECITALS:(Please change the recitals in accordance with your needs)

- A. **WHEREAS**, the Company is involved in the business of _____ and is in need of certain content for the purpose of _____;
- B. **WHEREAS**, the Content Provider is an individual and owns certain original works of authorship (herein after referred to as "Work") which is more specifically described in Schedule A of this Agreement;
- C. **WHEREAS**, the Content Provider is desirous to sell the Work and to grant the complete rights with regard to such Work in favor of the Company on the terms and conditions which are specified herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. INTERPRETATIONS

Unless the context of this Agreement otherwise requires:

- 1.1** The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement;

- 1.2 The singular includes the plural and vice versa;
- 1.3 References to a party or the parties are references to either the Company or the Content Provider or both, as deemed appropriate.
- 1.4 References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to "without limitation."

2. EFFECTIVE DATE

The effective date of this Agreement shall be _____ of _____, 20____ and all rights and obligations of the parties hereunder shall be effective as of that date.

3. ASSIGNMENT OF RIGHTS

- 3.1 Content Provider hereby agrees to assign and transfer, without any reservation in favor of the Company all right, title and interest in the Work and the Copyrights in the Work related thereto all as identified in Schedule A, including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the _____ or in any other country.
- 3.2 By virtue of this assignment the ownership rights with regard to the work shall now vest with the Company.
- 3.3 Content Provider further declares and confirms that from _____ (enter the date on which the consideration is paid in favor of the Content Provider) the Content Provider has no right, title, interest or benefit whatsoever, into, over or upon the said Work assigned by the Content Provider to the Company and the Company can use for its benefit or dispose of such rights in any way in its sole discretion.

4. GRANT BACK LICENSE

The Company hereby grants to the Content Provider an exclusive, irrevocable, worldwide right and license to use, copy, modify, and distribute the Work or its part for non commercial purposes / for personal use.

5. CONSIDERATION

5.1 The consideration for the assignment of rights in the Work is _____.

5.2 The same is to be paid to the Content Provider by the Company within _____ (hours/ weeks) of entering into this Agreement. Any violation of this clause would result in the automatic termination of this Agreement and the rights so transferred in favor of the Company by this Agreement shall go back to the Content Provider.

6. CONTENT PROVIDER WARRANTIES

The Content Provider warrants that he/she is the exclusive owner of said Work, and has the legal authority to enter into this agreement and for assignment of rights regarding the Work. Furthermore, the Content Provider states that the Work is free of any counts of libel, copyright infringement, plagiarism, misrepresentation of facts or breach of privacy. The Content Provider also assures the Company that the Work is completely original (or that the Content Provider has license to use such content), is not in public domain and has not been published in paperback or electronic form under a contract that would conflict with this Agreement. The Content Provider also agrees that he/she is the sole owner of the copyrights of the Work.

7. LIABILITY

If the Content Provider should breach this warranty, the Company will be entitled to compensation in addition to all other remedies which may be available. The Content Provider also agrees that he/she will hold the Company its agents, successors, employees, assigns or other representatives harmless against any recovery or penalty arising out of his/her breach of this warranty. Content Provider will also reimburse the Company for all court costs and legal fees incurred.

8. INDEMNITY

The Content Provider releases the Company from any legal actions that may arise from the Work. The Content Provider will hold the Company and its agents, employees, successors, assigns and other representative harmless against legal actions that may arise from plagiarism, breach of privacy, misrepresentation of facts, the authenticity of the Work or copyright infringement. The Content Provider will also pay any and all legal fees and judgments that result from such a suit.

9. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a Partnership between or joint venture by the parties, or constitute either party the agent of

the other.

10. NOTICE

Any notice to be given by one party to the other under, or in connection with this Agreement shall be in writing, signed by or on behalf of the party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that Party may notify to the other Party:

To the Content Provider:

Address: (Mention full name and address) _____
Attention: _____
Facsimile no: _____

To the Company:

Address: (Mention full name and address) _____
Attention: _____
Facsimile no: _____

11. AMENDMENTS OR MODIFICATION

No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties.

12. NO WAIVERS

The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this “Agreement” will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party’s intent.

14. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.

15. GOVERNING LAW AND FORUM

The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to principles of conflicts of law.

The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in _____ for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

16. ENTIRE AGREEMENT

This Agreement and the Schedule A herein constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

CONTENT PROVIDER

COMPANY

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

(Witness)

(Witness)

SCHEDULE A
WORK (CONTENT)

