[INSERT LOGO OF COMPANY]

[SPECIFY COMPLETE NAME OF COMPANY]

[SPECIFY STREET ADDRESS]

[SPECIFY CITY], [SPECIFY STATE OR COUNTY]

[SPECIFY ZIP CODE]

[SPECIFY CONTACT NUMBER]

[SPECIFY EMAIL ADDRESS]

**WEB CONTENT PARTNERSHIP AGREEMENT**

This Web Content Partnership Agreement is made and executed this [SPECIFY EXECUTION DATE] by and between:

[SPECIFY COMPLETE NAME OF CONTENT PROVIDER], with business office located at [SPECIFY COMPLETE ADDRESS] (hereunder referred to as “Web Content Partner”);

AND;

[SPECIFY COMPLETE NAME OF PARTNER COMPANY], with business office located at [SPECIFY COMPLETE ADDRESS OF PARTNER COMPANY] (hereunder referred to as “Partner Company”)

**WHEREAS:**

The Web Content Partner is an individual owning proprietary rights and licenses to certain original works of authorship in the Web (a complete list of which is seen in Exhibit A of this Agreement);

The Partner Company is involved in the business of [SPECIFY TYPE OF BUSINESS ENGAGEMENT] and is in need of certain web content for the purpose of [SPECIFY REASON/S];

The Web Content Partner is willing to provide such web content (hereunder referred to as “Web Content”) for the Partner Company under the terms and conditions of this Agreement;

The Partner Company is willing to perform certain obligations in exchange for the Web Content Partner’s provision of web content to the former, under the terms and conditions of this Agreement;

[SPECIFY ADDITIONAL PREMISES]

Given all mutual guarantees contained in this, and given all other good and valuable consideration, the receipt and adequacy of which is thus recognized, and for the reasons put forward and regarding the pledges and guarantees of the parties hereto, parties concur as follow:

**A. RELATIONSHIP BETWEEN PARTIES**

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

**B. ASSIGNMENT OF RIGHTS**

1.1. By virtue of this assignment the ownership rights with regard to the work shall now vest with the Partner Company.

1.1.1. Web Content Partner hereby agrees to assign and transfer [SPECIFY IF WITH OR WITHOUT RESERVATION] all rights, titles and interest of the Web Content it shall so provide to the Partner Company as part of its obligations towards the latter under this Agreement.

1.1.2. Web Content Partner further declares and confirms that from [SPECIFY DATE OF PAYMENT] it shall have no right, title, interest or benefit whatsoever, into, over or upon all Web Content. Consequently, the Partner Company shall reserve and maintain the right to use the Web Content for any purpose whatsoever, or otherwise dispose of the Web Content for any purpose whatsoever.

1.2. The Partner Company hereby grants to the Web Content Partner, and Web Content Partner hereby accepts from the Partner Company the exclusive right and license to use, copy, modify, and distribute the Web Content, in whole or in part, for non-commercial purposes or for personal use.

**C. COMPENSATION**

In consideration of its provision of services (i.e. providing Web Content to the Partner Company within the Term of this Agreement) to the Partner Company, the Web Content Partner shall receive an amount of [SPECIFY AMOUNT] every [SPECIFY PAY PERIOD].

Additional expenses incurred by the Web Content Partner in its performance of obligations towards the Partner Company shall be subject to examination and verification by the Partner Company, prior to whether a reimbursement of such expended amounts shall be given by the Partner Company to the Web Content Partner.

Failure of the Partner Company to pay the basic compensation amount to the Web Content Partner within [SPECIFY NUMBER] days after the actual pay date shall subject the Partner Company to a late deposit fee of [SPECIFY AMOUNT].

**D. REPRESENTATIONS AND WARRANTIES**

1. Web Content Partner’s Representations and Warranties

1.1. The Web Content Partner is the sole and exclusive owner of all Web Content.

1.2. The Web Content Partner has the legal authority and capacity to enter into this Agreement and cause it to be executed.

1.3. To the best of the Web Content Partner’s knowledge, all Web Content is free from any encumbrances that may affect the business of the Partner Company upon its usage of such content in the course of its business.

1.4. All Web Content are not plagiarized and are the unique works of the Web Content Partner.

1.5. All Web Content are not in public domain and has not been distributed in soft copy or electronic frame under any contract or agreement that would contest with this Agreement.

1.6. [ADD MORE AS NEEDED]

2. Partner Company’s Representations and Warranties

2.1. The Partner Company shall use the Web Content for the purposes herein stated and shall not use the Web Content for any purpose or intent that is illegal, immoral or illicit.

2.2. The Partner Company has the legal authority and capacity to enter into this Agreement and cause it to be executed.

2.3. [ADD MORE AS NEEDED]

**INDEMNITY**

Each Party holds the other free and harmless from and against any and all forms of liabilities, damages, suits, actions, claims, which may include legal costs, that may arise from the party’s failure to perform its obligations under this Agreement.

**ARBITRATION**

The Parties thusly agree and consent to the select purview of the state and government courts situated in [SPECIFY STATE OR COUNTRY] for all suits, activities or procedures directly or in a roundabout way emerging out of or identifying with this Agreement, and defer all protests to such courts, including however not restricted to complaints in light of uncalled for scene or badly arranged discussion, and each Party therefore irreversibly submits to the ward of such courts in any suits, activities or procedures emerging out of or identifying with this Agreement.

**COUNTERPARTS**

This agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same agreement.

**WAIVER, AMENDMENT AND MODIFICATION**

No waivers, amendments and/or modifications to this Agreement shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both the Web Content Partner and the Partner Company. The rights and improvements of the parties to this Agreement are combined and not elective. 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 inadequacy nor any postponement by any party in practicing any right, power, or benefit under this understanding will work as a waiver of such right, power, or benefit will block some other or further exercise of such right, power, or benefit or the activity of some other right, power, or benefit.

**NOTICE**

All notices required to be given under this Agreement shall be deemed to have been properly given when done in writing and duly effective on the date of delivery when given in person or [NUMBER] days if mailed through postage, certified, or first-class mail to the following respective addresses:

WEB CONTENT PARTNER:

[SPECIFY NAME OF THE WEB CONTENT PARTNER]

[SPECIFY COMPLETE ADDRESS]

[SPECIFY ZIP CODE]

[SPECIFY CONTACT NUMBER]

PARTNER COMPANY:

[SPECIFY NAME OF THE PARTNER COMPANY]

[SPECIFY COMPLETE ADDRESS]

[SPECIFY ZIP CODE]

[SPECIFY CONTACT NUMBER]

**SEVERABILITY**

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

**GOVERNING LAW**

This Agreement shall be governed by the laws of the [STATE/PROVINCE] applicable to agreements negotiated, executed and performed wholly within [STATE/PROVINCE].

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement by and between the Web Content Partner and the Company Partner, and supersedes all prior communications, understandings, representations, and agreements, either written and/or oral, with respect to all matters covered in the Agreement.

**AGREED AND SIGNED BY BOTH PARTIES:**

**WEB CONTENT PARTNER:**

[INSERT SIGNATURE OF WEB CONTENT PARTNER]

[SPECIFY NAME OF WEB CONTENT PARTNER]

[SPECIFY CONTACT NUMBER]

[SPECIFY EMAIL ADDRESS]

[SPECIFY DATE HERE]

**PARTNER COMPANY:**

[INSERT SIGNATURE OF PARTNER COMPANY]

[SPECIFY NAME OF PARTNER COMPANY]

[SPECIFY CONTACT NUMBER]

[SPECIFY EMAIL ADDRESS]

[SPECIFY DATE HERE]



**To Use This Documents**

The text inside the brackets which is highlighted is meant to be edited with your text. This is the way you can edit the document as given below:

**To Edit Text:**

1. Point the mouse where you want to edit and delete the sample text and then you can add your text.
2. You can change the size, font & color of the text in the Main Tab: Home



**To Edit Table:**

1. Point the mouse in the table where you want to edit and delete the sample text and then you can add your text.
2. You can adjust the row & column size of the table in the Main Tab: Layout



**To Edit Chart:**

1. Select the chart which is going to edit and then
2. In Main tab: Design -> Edit Data
3. It will open the excel sheet where you can edit the values of the chart

