

1.

The Commonwealth Broadcasting Association International Programme Bank: Terms and Conditions

AN AGREEMENT made the _____ day of _____ 2008

BETWEEN

1. THE COMMONWEALTH BROADCASTING ASSOCIATION INTERNATIONAL PROGRAMME BANK LIMITED of 17 Fleet Street London EC4Y 1AA (the "CBA"); and
2. [MEMBER NAME] of [address] ("the Member")

IT IS AGREED as follows:

The CBA has established a bank of television programming which it wishes to make available to the members of the Commonwealth Broadcasting Association via the Programme Scheme ("the **Scheme**"). Under the Scheme, members will both receive programming and submit programming for use by other members.

The Member wishes to participate in the Scheme and has agreed that it will do so in accordance with the Schedules attached to this Agreement ("**Conditions**") which are hereby incorporated into this Agreement.

The member confirms that it will enter into a **Programme Acquisition Deal Memo** (as attached at Schedule 1) in respect of each programme it acquires for broadcast under the Scheme; and a **Programme Submission Deal Memo** (as attached at Schedule 2) in respect of each programme it contributes to the Scheme, all in accordance with the **General Terms and Conditions**, (as attached Schedule 3).

This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Agreement has been executed on behalf of each of the parties the day and year first before written.

SIGNED for and on behalf of)
THE COMMONWEALTH BROADCASTING)
ASSOCIATION INTERNATIONAL)
PROGRAMME BANK LIMITED)

By Elizabeth Smith)

SIGNED for and on behalf of)
[MEMBER NAME])

By **[NAME]**)
[POSITION])

SCHEDULE 1

PROGRAMME ACQUISITION DEAL MEMO

BETWEEN:

1. **THE COMMONWEALTH BROADCASTING ASSOCIATION INTERNATIONAL PROGRAMME BANK LIMITED** of 17 Fleet Street London EC4Y 1AA (the "CBA"); and
2. The Member detailed below ("**Member**")

The CBA has agreed to grant to the Member the following rights, upon and subject to the Conditions, which shall form part of this Agreement:-

Member:	[member name and address]; [and contact name]
Programme:	[name, eps and running time]
Territory:	[territory]
Language	[English] [the member has the right to dub the Programme into their local language]
Licence Period:	the period commencing on xxxxxx and expiring on xxxxx or on completion of the Number of Transmissions whichever is the sooner subject to any earlier termination pursuant to this Agreement
Delivery Materials:	[Betacam SP; format, ratio etc.?)
Delivery Date:	[10 (ten) working days after signature of this Agreement]
Media:	[Free Terrestrial Television Service] [satellite/ cable]
Number of Transmission:	[6 (six) in total, with unlimited transmissions within a 24 (twenty four) hour period]
Other Costs:	All transmission material and copies thereof must be returned to CBA upon the expiry of rights, or to such other member as CBA may notify. Any costs related to shipping and duplication of materials will be notified to the Member.
Transmission Date:	[tbc]
Exclusivity:	The licence granted is on a non-exclusive basis
Special Conditions:	[insert any specific restrictions or conditions here]

Please sign and return a copy of this **PROGRAMME ACQUISITION DEAL MEMO** as acceptance of the deal terms detailed above and the relevant Conditions.

(Materials will only be dispatched upon receipt of a signed copy)

Signed.....

Elizabeth Smith

For and on behalf of **THE COMMONWEALTH BROADCASTING ASSOCIATION
INTERNATIONAL PROGRAMME BANK LIMITED**

Signed

Title.....

For and on behalf of:.....

SCHEDULE 2

GENERAL TERMS AND CONDITIONS

PART A: PROGRAMME ACQUISITION DEAL TERMS

1 **Programme Scheme**

- 1.1 The CBA has established the Scheme to provide members with free television programming which have been supplied by other members (hereafter referred to as "Licensors"). The participation of members in the Scheme shall be subject to these Conditions and to any additional terms notified in writing to the Member from time to time.
- 1.2 The CBA may terminate this Scheme or any individual grant of rights in relation to a Programme in accordance with these Conditions.

2 **Programme Selection**

- 2.1 The CBA will make available to the Member up to an initial 10 (ten) hours of programming, to be selected from the list of available titles which the CBA will publish from time to time. If a Member wishes to licence more than 10 hours of Programming then the Member must donate at least 1 (one) hour of programming to the Scheme (where such programming is to be acceptable to the CBA in terms of technical quality, editorial content and fully cleared for all uses worldwide in accordance with the Scheme rules for donating programmes). Each subsequent block of 10 (ten) hours of programming will require a further 1 (one) hour of donated programming to be provided to the Scheme. Programming concerning AIDS/HIV shall not count towards the 10 (ten) hour limit.
- 2.2 The Member will be provided on request with screener copies of all relevant programmes from the titles available. All screener copies shall be returned to CBA or forwarded to such other member as CBA may notify within 5 (five) working days of request by the CBA. Screener tapes may not be copied, sold or destroyed without the express permission of the CBA and remain the property of the CBA at all times.
- 2.3 The Member shall enter into individual Schedules in respect of each Programme licensed hereunder in accordance with the Scheme.
- 2.4 In addition to the remedies detailed below, in the event that the Member breaches the terms of this Agreement, the CBA may terminate the Member's membership of the Scheme or of the CBA.

3 **Grant of Rights**

- 3.1 Subject to the terms and conditions of this Agreement and to the Member fully complying with its obligations, CBA hereby grants to the Member for the

duration of the Licence Period within the Territory the right by way of non-exclusive licence as specified in the Schedule to:

- 3.1.1 dub the soundtrack of the Programme into the Language or incorporate subtitles in the Language into the Programme, if CBA does not supply dubbed or subtitled versions of the Programme; and
 - 3.1.2 transmit the Number of Transmissions of each Programme (with a dubbed soundtrack or subtitles produced or supplied as described in Clause 3.1.1, if applicable) by means of the Media in the Territory;
 - 3.1.3 sub-license, subject to the prior written consent of CBA, transmission of the Programme to enable transmission as described in Clause 3.1.1).
- 3.2 The Member shall be permitted to transmit the Programme non-simultaneously in accordance with this Agreement from each and every transmitter within the Territory instead of a simultaneous authorised transmission of a Programme, provided that the Member shall use its reasonable endeavours to arrange that such non-simultaneous transmissions do not cause reception of more than the Number of Transmissions of a Programme by a substantial number of viewers.
- 3.3 Where the Member has prior written consent from CBA to sub-license transmission of the Programme in accordance with Clause 3.1.3, the Member undertakes to procure that any sub-licensee enters into an agreement with the Member on terms consistent with the terms and conditions of this Agreement and supply a copy of such agreement to CBA.
- 3.4 The Member undertakes not to:
- 3.4.1 copy or duplicate by any means any Programme, or part thereof except for the sole purpose of effecting a transmission authorised hereunder; or
 - 3.4.2 transmit or permit to be transmitted any Programme by any means or in any media other than the Media.
- 3.5 The Member acknowledges that all rights in the Programme whether now existing or in the future created or discovered which are not specifically granted to the Member under this Agreement are expressly reserved to the Licensor or to CBA for their own unrestricted use and benefit.
- 3.6 The Member agrees that it shall supply details of transmission dates, channels and viewing figures (where this data is available) to CBA for each transmission of the Programme within 30 days of each relevant transmission.

4 Broadcast Rights

- 4.1 The Member acknowledges that the grant of rights in any programme is non-exclusive and the reception within the Territory of a broadcast of the Programme by a third party shall not be a breach of this Agreement.

Where the Member's authorized transmission Media means that the broadcast of the Programme by the Member is capable of being received outside the Territory, such broadcast shall not constitute a breach of this Agreement.

5 Dubbed Soundtrack and Subtitles

5.1 In the event of the Member exercising its right to dub the soundtrack of the Programme into the Language or to incorporate subtitles in the Language into the Programme:

5.1.1 the Member undertakes that it will, at its cost, engage professional translators and actors for the purposes of carrying out both a true and accurate translation of the Programme script and dub respectively and will secure the necessary written consents (including waivers of moral rights) from such persons to enable the subtitles or the dub to be used in all media throughout the world for no further cost to CBA or any third party;

5.1.2 the Member undertakes that it will on request deliver to CBA, or such other location as notified by CBA, at the Member's cost a copy of the subtitles or the dubbed soundtrack in a format as specified by CBA as soon as reasonably practicable in each case following its completion (together with copies of all relevant consents and agreements);

5.1.3 the Member hereby assigns to CBA with full title guarantee, the copyright in the dubbed soundtrack or the subtitles, as applicable and confirms and agrees that CBA may make such materials available to other members of the Scheme; and

5.1.4 the Member shall not be permitted to make any use of the dubbed soundtrack or the subtitles without the prior written consent of CBA, save only for the purpose of effecting transmissions of a Programme or an excerpt thereof pursuant to the terms of this Agreement.

6 Delivery Materials

6.1 Delivery Materials are on loan to the Member for a period of 28 (twenty eight) days at which time Member agrees to return same to the CBA. Upon request of the CBA, Member agrees to forward materials to another broadcaster as directed by the CBA or return them to an address specified by CBA within 5 working days of such a request by the CBA. The Member will provide flight details and airway bill number for the shipment of broadcast materials to the CBA as well as the recipient broadcaster, if any.

6.2 The cost of delivery and duplication of the Materials shall be agreed between the parties in advance of shipment.

6.3 CBA shall use its reasonable endeavors to deliver Delivery Materials to the Member by the Delivery Date. CBA shall not be liable in any way to the Member for failure to deliver by the Delivery Date.

6.4 The Member shall be deemed to have accepted Delivery Materials unless the Member notifies CBA (which notification shall include written details in English of the nature of the defect and, where applicable, the time code of the

defective footage) within twenty (20) Working Days of receipt (which shall be deemed to be forty-eight (48) hours after despatch) of any defect (excluding any aesthetic or artistic effects) in the Delivery Materials that prevents use for the purpose for which they are intended.

- 6.5 If the Member notifies CBA of a defect as specified in Clause 6.4, CBA shall examine the master of the Programme to determine whether the alleged defect is contained in the master or has occurred in preparing the Delivery Materials. If the defect has occurred in preparing the Delivery Materials, then following return of the defective Delivery Materials CBA shall use its reasonable endeavors to supply as the Member's sole remedy replacement Delivery Materials in accordance with a new delivery date as agreed with the Member, but the Member accepts that CBA shall not be liable in any way to the Member for failure to deliver by any such deadline. If the defect is such that it cannot be rectified, then the Member as its sole remedy shall, where available, accept a substitute title offered by CBA on mutually agreed terms.
- 6.6 Unless otherwise agreed, all Delivery Materials supplied under the terms of this Agreement shall remain the property of CBA.
- 6.7 The Delivery Materials shall be held at the Member's risk and the Member undertakes to pay CBA the cost of replacing any Delivery Materials lost or damaged while held by it or any costs incurred by CBA as a result of any failure by the Member either to return Delivery Materials to CBA or to forward Delivery Materials to a destination selected by CBA pursuant to Clause 6.1. The Member shall further use all due care in handling and storing the Delivery Materials, including taking all reasonable precautions to prevent any unauthorised duplication or reproduction of Delivery Materials.

7 **Editorial Control**

- 7.1 The Member shall ensure that upon each transmission authorised by this Agreement, each Programme is transmitted in its entirety. Subject to Clause 8, CBA accepts, however, that minor editing of up to five minutes in any hour may be necessary, either to comply with local censorship regulations or for purposes of programme scheduling. Any editing of more than five minutes' duration in any hour shall be subject to CBA's prior written approval.
- 7.2 Where editing is to be carried out in accordance with Clause 7.1, the Member undertakes not to edit any Programme in any way likely to impair its quality, meaning or integrity or in any manner which is likely to bring CBA and/or the Licensor into disrepute or which is defamatory of any person or organisation.
- 7.3 Except for the insertion of advertising, in no event shall:
- 7.3.1 any material from any Programme be added to or included in any other programme or any film; or
 - 7.3.2 any film or programme material from any other source be added to or included in any Programme.
- 7.4 In the event that the Programme or a related product to the Programme such as a book or video has been already translated into the Language, the Member shall undertake to use this same translated title for the programme unless it has received CBA's prior written approval.

- 7.5 The Member shall not be permitted to use or permit use of any sequence or excerpt from a Programme for any purpose whatsoever other than for the sole purpose of publicising a forthcoming transmission of such Programme on the Media. Any such sequence or excerpt shall not exceed three (3) minutes in running time from any single Programme (and shall, for the avoidance of doubt, be in addition to the applicable Number of Transmissions for a Programme authorised under this Agreement).
- 7.6 The Member may use any print-based materials (including by way of example still photographs) supplied as part of the Delivery Materials, in programme listing magazines or other publications solely for the purpose of publicising transmission of the Programme as authorised by this Agreement.
- 7.7 For the avoidance of doubt Clause 7.5 and 7.6 above shall exclude the promotion and publicity of the Programmes on any Internet Service, unless specifically agreed by the CBA.

8 **Credits**

- 8.1 The Member undertakes that:
- 8.1.1 on each transmission authorised by this Agreement in accordance with the usual practice in the film and television industry and that the Programme shall be transmitted without any omission, alteration or abbreviation of the copyright notice, the production credits or CBA's distribution credits or CBA's logo as included in the Delivery Materials;
- 8.1.2 on each transmission authorised by this Agreement it will include such other credits in the Programme as CBA may require from time to time; and
- 8.1.3 CBA and/or the Licensor shall be credited on all publicity and promotional materials and press releases produced by the Member and the Member shall comply with any style guide or any other requirements with respect to such credits issued by CBA.

9 **Music Clearance**

- 9.1 CBA will furnish the Member as part of the Delivery Materials supplied pursuant to Clause 6 with a music cue sheet (where available) detailing:
- 9.1.1 titles, composers and publishers of all music; and
- 9.1.2 label information of all sound recordings used in the Programme.
- 9.2 The Member shall, in respect of rights in all copyright music and sound recordings which have been used in each transmission of the Programme, if required, enter into appropriate licence agreements or arrangements with and be liable for and pay all fees due to the appropriate persons, collecting societies, organisations or similar bodies to enable it to exercise the rights granted in Clause 3 in accordance with the terms of this Agreement.

10 **Member's Warranties**

- 10.1 The Member hereby represents and warrants that it:
- 10.1.1 has the right, power and authority to enter into and fully perform this Agreement; and
 - 10.1.2 will strictly observe and comply with all of its acceptances, agreements, obligations, representations, undertakings and warranties contained in this Agreement.
 - 10.1.3 shall not assert or represent to any person that it has any right, title or interest in the Programme or any part thereof other than the rights specifically granted under this Agreement;
 - 10.1.4 will not add any material to the Programme or edit the Programme in such a way that it is obscene or defamatory of any person or which will or might expose CBA to any proceedings whatsoever of a civil nature from third parties or to criminal proceedings; and
 - 10.1.5 shall ensure that the Programme complies with the laws and regulations of the Territory.
- 10.2 The Member hereby agrees to indemnify CBA against any and all actions, claims, costs (including legal costs properly incurred), damages, demands or expenses brought against, suffered or incurred by CBA as a result of:
- 10.2.1 any breach or non-observance by the Member of Clause 10.1; and
 - 10.2.2 any breach or non-observance by a sub-licensee of the agreement with the Member procured in accordance with Clause 3.3.

11 **Termination**

- 11.1 Either party shall have the right to terminate this Agreement in the event that the other commits a material breach of any provision of this Agreement and fails to remedy such breach (if capable of remedy) within twenty (20) Working Days of receiving written notice so to do.
- 11.2 CBA shall have the right to terminate this Agreement upon the giving of written notice, such notice to have immediate effect, in the event that the Member
- 11.2.1 is suspended or terminates its membership of the Commonwealth Broadcasting Association; or
 - 11.2.2 becomes insolvent or has a liquidator appointed over its assets or any similar event occurs.
- 11.3 The Licence Period shall terminate automatically upon termination of this Agreement.

12 **Consequences of Expiry / Termination**

- 12.1 Upon expiry of the Licence Period or termination of this Agreement all rights in the Programme granted to the Member shall immediately revert to CBA.

- 12.2 The Member shall, within ten (10) Working Days of expiry of the Licence Period or termination of this Agreement, provide CBA with a written inventory detailing the Delivery Materials delivered to it during this Agreement and all copies of such Delivery Materials made by the Member, specifying in the inventory whether the Delivery Materials are in the possession or control of the Member or have been previously returned to CBA or have been destroyed and a certificate of destruction supplied to CBA.
- 12.3 The Member shall return the Delivery Materials specified in the inventory (other than those previously returned or destroyed) to CBA within ten (10) Working Days of expiry of the Licence Period or termination of this Agreement, unless otherwise directed by CBA (which directions may include, without limitation, delivering Delivery Materials to such other person as CBA requests or destroying such Delivery Materials and furnishing CBA with a certificate of destruction).
- 12.4 Termination of this Agreement, for whatever cause, shall be without prejudice to the rights and remedies of either party against the other.

PART B: GENERAL TERMS AND CONDITIONS

13 Definitions and Interpretation

- 13.1 For the purposes of this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings and where the context permits the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa:

"Agreement" shall mean the Agreement to which these Terms and Conditions are attached together with the Schedules (as applicable) and these terms and conditions;

"Basic Cable Service" shall mean a cable programme service whether analogue and/or digital (other than a Pay Cable Service, Internet Service, Interactive Service or any so called pay-per-view service, video-on-demand service and near-video-on-demand Service) comprising one or more channels involving the sequential transmission of programmes on each channel and which is delivered to subscribers by means of a signal (whether encrypted or unencrypted) over cable, wire, fibre or other material whether now known or hereafter invented or discovered for reception by appropriate receiving apparatus and which service is provided on terms whereby a single payment only is required from a subscriber to receive the channel or channels comprising such service. In addition to cable or wire transmission, each channel may be fed to subscribers via direct broadcast satellite, but only if such feed is simultaneous with the cable or wire feed;

"Basic Satellite Service"	shall mean a satellite service whether analogue and/or digital (other than a Pay Satellite Service, Internet Service, Interactive Service or any so called pay-per-view service, video-on-demand service and near-video-on-demand Service) comprising one or more channels involving the sequential transmission of programmes on each channel, where the transmission signal is uplinked to a satellite and such signal is then capable of being received direct to home by a subscriber by means of appropriate receiving apparatus and which service is provided on terms whereby a single payment only is required from a subscriber to receive the channel or channels comprising such service;
"CBA"	shall mean the COMMONWEALTH BROADCASTING ASSOCIATION INTERNATIONAL PROGRAMME BANK LIMITED of 17 Fleet Street, London EC4Y 1AA;
"Free Terrestrial Television Service"	shall mean a television service whether analogue and/or digital comprising one or more channels involving the sequential transmission of programmes on each channel, where the signal is transmitted unencrypted at any time and is intelligibly receivable without charge (ignoring for this purpose any sums payable for a licence of a type designed primarily to authorise the reception of broadcast programmes) by means of conventional home roof-top or television set built-in antennae;
"Interactive Service"	shall mean any service provided to users by means of transmission via wire or wireless telecommunications network(s), including without limitation the internet and the world wide web, which enables those users to interact with that service by means of a return path functionality;
"Internet Service"	shall mean any services distributed by means of the worldwide matrix of interconnecting computers using the TCP/IP protocols known as the Internet;
"Pay Cable Service"	shall mean a cable programme service whether analogue and/or digital (other than a Basic Cable Service, Internet Service,

Interactive Service or any so called pay-per-view service, video-on-demand service and near-video-on-demand Service) comprising one or more channels involving the sequential transmission of programmes on each channel and which is delivered to subscribers by means of an encrypted signal over cable, wire, fibre or other material whether now known or hereafter invented or discovered for reception by appropriate receiving apparatus and which service is provided on terms whereby a supplemental payment (over and above a basic charge for the service) is required from a subscriber to receive each channel comprising such service. In addition to cable or wire transmission, each channel may be fed to subscribers via direct broadcast satellite, but only if such feed is simultaneous with the cable or wire feed;

"Pay Satellite Service"

shall mean a satellite service whether analogue and/or digital (other than a Basic Satellite Service, Internet Service, Interactive Service or any so called pay-per-view service, video-on-demand service and near-video-on-demand Service) comprising one or more channels involving the sequential transmission of programmes on each channel, where the transmission signal is encrypted and uplinked to a satellite and such signal is then capable of being received direct to home by a subscriber by means of appropriate receiving apparatus and which service is provided on terms whereby a supplemental payment (over and above a basic charge for the service) is required from a subscriber to receive each channel comprising such service;

"Pay Terrestrial

Television Service"

shall mean a television service whether analogue and/or digital comprising one or more channels involving the sequential transmission of programmes on each channel, where the signal is transmitted encrypted and is then capable of being received by means of home roof-top or television built-in antennae and which service is provided on terms whereby a payment (in addition to any sums payable for a licence of a type designed primarily to authorise the reception of broadcast programmes) is required from a subscriber to receive the channel or channels comprising such service;

"Working Days" shall mean Monday to Friday in any week but shall exclude public holidays both in the United Kingdom and in the Territory.

13.2 The words and expressions referred to in the relevant Schedules shall have the meanings detailed in the applicable Schedule.

13.3 These terms of business shall be interpreted with, and at all times subject to, the relevant Schedule and in particular the special terms (if any) incorporated therein. If any of these conditions conflict with the Schedule then the Schedule shall prevail.

13.4 References to clauses and the Schedule where the context so admits shall be references to clauses of and the schedules to this Agreement.

14. **Legal Proceedings**

14.1 If because of any proceedings or genuine threat of proceedings by any third party CBA is advised (on the advice of counsel in the United Kingdom or any relevant Licensor) to withdraw a Programme, or if for any other reason CBA wishes to withdraw a Programme, it shall give written notice to the Member and to the Licensor to such effect, and this Agreement shall immediately terminate in respect of that Programme (and the provisions of Clause 12 and Clause 13 shall apply in relation to that Programme) and the Member shall immediately withdraw such Programme from transmission and return all Delivery Materials relating to it to CBA, whereupon CBA shall (as the Member's sole remedy) provide an alternative Programme by mutual agreement.

15 **Third Party Infringement**

15.1 The Member and Licensor shall promptly notify CBA in writing of any actual, threatened or suspected action by a third party or parties which may come to the Member's or Licensor's attention and which constitutes or is likely to constitute an infringement of any of the Licensor's and/or of CBA's rights in and to the Programme (including, but not limited to, unauthorised or unlawful distribution, exhibition or other use thereof). The Member and Licensor acknowledges and accepts that CBA shall not be under any obligation to take any legal or other action whatsoever against such third parties. If CBA decides to take action against any such third party the Member and Licensor shall provide such co-operation or assistance as CBA may reasonably request

16 **No Waiver**

16.1 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

17 **Force Majeure**

17.1 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any failure of performance hereunder caused by an event of force majeure, which shall include an Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of governments or other competent authority, industrial disputes of any kind, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party is responsible, or any other cause whether similar or dissimilar outside either party's control. Should an event of force majeure continue for a period of sixty (60) days or more, then either party shall be entitled to terminate this Agreement forthwith and the clauses of this Agreement relating to the consequences of termination shall thereupon take effect.

18 **Assignment**

18.1 This Agreement is personal to and for the sole benefit of the Member and the Member shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights, interests or obligations under this Agreement to any person or organisation without the prior written consent of CBA.

19 **No Partnership**

19.1 Nothing in this Agreement shall be deemed to constitute a partnership, agency or joint venture between the parties and neither party shall do or permit any act to be done whereby it may be represented as being the agent or partner of the other.

20 **Notices**

20.1 Unless otherwise agreed in writing by the parties, any notice to be given under this Agreement to either party shall be delivered or sent by hand, facsimile or registered international courier service to such party's address set out in this Agreement (or such other address as may be notified in writing) marked for the attention of the applicable Addressee specified in the Schedule. Any notice sent by hand or facsimile shall be deemed delivered on the first Working Day after despatch and if sent by courier on the seventh Working Day after despatch.

21 **Confidentiality**

21.1 Both Parties shall keep confidential the terms of this Agreement and any information relating to the business affairs of the other Party which may come to either Party's attention and will not disclose the terms hereof or any such information to any other person. Both Parties undertake to procure that their employees, servants and/or agents are aware of and are bound by the provisions of this clause.

22 **Authentic Text**

22.1 The text of this Agreement in the English Language is the authentic text and any disputes or differences between the parties shall be solved solely by reference to such text.

23 **Clause Headings**

23.1 The headings to the clauses of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

24 **Interpretation and Law**

24.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any claim dispute or matter arising under or in connection with this Agreement.

25 **Severability**

25.1 If any provisions of this Agreement should ever be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which this Agreement is intended to be effective (including, without limitation, the applicable rules, provisions and legislation established by, through and under the rules and regulations of the European Community) then to the extent and within the jurisdiction in which such provision is illegal, invalid or unenforceable it shall be severed and deleted herefrom and the remaining provisions hereof shall survive, remain in full force and effect and continue to be binding and shall not be affected except insofar as may be necessary to make sense of this Agreement, and shall be interpreted so as to give effect to the intention of the parties insofar as that is possible.

26 **Third Party Rights**

26.1 Notwithstanding any other provision in this Agreement, a person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under the Act.

27 **Entire Agreement**

27.1 This Agreement, including the Schedules and Conditions, sets out the entire understanding of the parties with respect to the subject-matter hereof, and any amendments, changes or modifications shall have legal effect only if made in writing and signed by both parties hereto. All representations, conditions and warranties, oral or written, express or implied, other than those contained herein, or in a notice of amendment issued hereunder, are expressly excluded.