



THE SPORT INFORMATION RESOURCE CENTRE

CONTENT LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this the ____ day of _____, 2012 by and between The Sport Information Resource Centre, a not-for-profit organization incorporated under the laws of Canada, whose principal place of business is at 180 Elgin Street, Suite 1400 Ottawa, Ontario K2P 2K3 (“SIRC”) and _____, whose principal place of residence is at _____ (“Licensor”).

WHEREAS Licensor has the right to publish or cause to be published the Publications (as hereinafter defined on page 4); and

WHEREAS Licensor desires to license SIRC to disseminate the Content (as hereinafter defined) of the Publications to end-users through the license or sale of information products using the media of print, CD-ROM, tape, online hosts, internet services and other electronic or optical media or formats now known or hereafter discovered;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, SIRC and Licensor hereby agree as follows:

1. **Definitions**

In this Agreement, the following terms shall have the following meanings respectively:

- 1.1 “Adapt” means to insert into each transmission such subject or descriptor field and codes, instructions and other technical applications as may be necessary to make the Content compatible with the database structure and search logic of the Products without making a change to the editorial content of the Publication(s) licensed hereunder.
- 1.2 “Publications” is the title listed on page 4.
- 1.3 “Content” is the text, graphs, photographs, images, charts, tables, figures, illustrations and other content contained within the Publications.

2. **Grant of License**

- 2.1 Licensor grants to SIRC a **non-exclusive**, perpetual, worldwide, royalty-free, fully paid, right and license to:

- (a) use, reproduce, distribute electronic and other reproductions of, display, publicly perform, store electronically, make abstracts of, and Adapt the Content for purpose of carrying on its business, including, the delivery of its products and services, archiving and promoting its business, and

- (b) reproduce, distribute, store electronically and deliver electronically the Content, as incorporated into SIRC’s products and as otherwise required in connection with the carrying on of its business.

- 2.2 Licensor shall retain all right, title, copyright, and other intellectual or proprietary rights in the Publications. SIRC shall not acquire any intellectual property or other rights in the Publications except as specifically granted herein.
- 2.3 Licensor agrees to use commercially reasonable efforts to include information in the masthead of the Publications indicating that the Publications are included in SIRC's Products.
- 2.4 Licensor shall deliver the Content of the Publications to SIRC without charge and in a timely manner in a mutually agreed upon format and medium.

3. **Representations and Warranties of Licensor**

Licensor represents and warrants to SIRC that: (a) Licensor has the right to enter into this Agreement with SIRC, (b) Licensor has the right to allow or cause the Content of the Publications to be licensed in the form and manner set forth in this Agreement, and (c) Licensor owns all right, title, and interest in and to, including the copyright in and to, the Publications being licensed pursuant to this Agreement, and the individual items of Content, or with respect to individual items of Content, the right and license to allow SIRC to use the Content as contemplated by this Agreement.

4. **Infringement Indemnification**

- 4.1 Licensor shall defend, indemnify and hold harmless SIRC (including its employees, contractors, officers and directors) from all fines, penalties, losses, costs, damages, injuries, claims, liabilities, settlements and expenses (including legal fees) arising from any third party claims that the exercise of the rights granted hereunder infringes any third party copyright, trademark, trade secret or other intellectual property right.
- 4.2 Licensor may, with respect to any Content or any Publication, or a portion thereof, request SIRC to remove or cease distributing any portion of the Content or the Publications which Licensor reasonably believes may be in violation of the proprietary or contractual rights of a third party, and SIRC will reasonably cooperate with Licensor in that regard.

5. **Term and Termination**

- 5.1 The term of this Agreement shall commence on the date first set forth above and shall continue for a terms of three (3) years. Thereafter, the term of this Agreement shall continue for successive one year renewals of this Agreement on the terms contained herein unless either party hereto provides written notice to the other party at least ninety (90) days in advance of any renewal date of its intention not to renew this Agreement.
- 5.2 This Agreement may be terminated by either party on written notice of termination, upon material breach of any obligation hereunder by the other party, if such other party fails to cure such breach within sixty (60) days after written notice thereof.
- 5.3 This Agreement may be terminated immediately by either party in the event an order for relief in any bankruptcy or reorganization proceeding is entered against the other party, a receiver is appointed for all or substantially all of the assets of the other party, the other party is dissolved or liquidated other than in connection with a sale of all or substantially all of its assets, the other party completely discontinues its business other than in connection with a sale of all or

substantially all of its assets, or the other party attempts to assign this Agreement in contravention thereof.

- 5.4 Following the termination of this Agreement, the license granted in Section 2.1 hereof shall survive with respect to all Content provided by Licensor to SIRC, or included in Publications published by Licensor, prior to the effective date of termination.

6. **Limitation of Liability**

Neither party shall be liable to the other for special, incidental, consequential or punitive damages of any nature, for any reason, including, without limitation, the breach of the Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the other party has been warned of the possibility of such damages. Except as provided herein, all remedies, including, without limitation, the termination of this Agreement and all of the remedies provided by law shall be deemed cumulative and not exclusive.

7. **Assignment**

- 7.1 Except as permitted in this Section 7, this Agreement may not be assigned in whole or in part by either party without the written consent of the other.

- 7.2 Either party may, without the other's written consent, assign this Agreement to any person or entity, which succeeds to its business to which this Agreement relates, and which assumes all of its obligations hereunder in writing. In the event of an assignment under this Section 7 the assigning party shall give notice in writing to the other party of such assignment and upon receipt of such notice and the execution of such documents and agreements as are necessary to bind the assignee to this Agreement, the assignor shall be released from any and all claims, obligations and liabilities relating to this Agreement arising after the effective date of the assignment.

8. **General**

- 8.1 All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by facsimile to the party to whom such notice is directed, at the address as set forth above, or the facsimile number provided by such party, or to such other address or facsimile number as such party shall have designated by notice hereunder. Unless otherwise specified, notices shall be deemed given when the return receipt is received or upon receipt of an appropriate facsimile answer back after transmission of the facsimile.

- 8.2 This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

8.4 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

Accepted and agreed to by the parties as of the date above written.

Licensor

The Sport Information Resource Centre

BY: _____
(Signature)

BY: _____
(Signature)

Title of Paper: _____

Debra Gassewitz
President & CEO, SIRC
+1 613 231-7472
fax: +1 613 231-3739

Please print name

Date signed: _____

Date signed: _____

Telephone: _____

Fax: _____