

COVERAGE AGREEMENT

THIS AGREEMENT is made this day of 2008

BETWEEN

1. **BACKDOOR BROADCASTING COMPANY LIMITED** with registered office situated at 57 Divinity Road Oxford Oxfordshire United Kingdom OX4 1LH whose Company Number is 06587794 (“Backdoor Broadcasting”);

And

2. [Name] of [Address] (“the Conference/Event Organiser”);

Collectively referred to as (“the Parties”).

WHEREAS:

- A. The Conference/Event Organiser arranges, promotes, markets and delivers academic Conference/Events.
- B. Backdoor Broadcasting is engaged in the business of Conference/Event coverage and recording for live online delivery and downloads.
- C. Backdoor Broadcasting has agreed to record and Broadcast the Conference/Event as set out in the Schedule.
- D. The Conference/Event Organiser and Backdoor Broadcasting have agreed to enter into this agreement on the terms and conditions set out below.

IT IS NOW AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

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

1.1	‘Agreement’	means the agreement between Conference/Event Organiser and Backdoor Broadcasting.
1.2	‘Balance’	means the Fee less the Deposit as shown in the Schedule.
1.3	‘Broadcast’	means the transmission of the Live Recording of the Conference/Event in mp3 or any other digital audio format via the Internet and/or Mobile device in the Territory.
1.4	‘Commencement Date’	means the date stipulated in the Schedule.
1.5	‘Conference/Event’	means the academic conference/event stipulated in the Schedule.
1.6	‘Contributor’	means the academic speaker participating in the Conference/Event and featured in the Recordings.
1.7	‘Contributors’ Agreement’	means the agreement between the Contributor and Backdoor Broadcasting.
1.8	‘Deposit’	means the sum equal to fifty (50) percent of the Fee as shown in the Schedule.
1.9	‘Download’	means the mp3 format or any other digital or audio format of the Edited Recording available for download via the Internet and/or Mobile device in the Territory.
1.10	‘Edited Recording’	means the editing of the Broadcast of the Live Recording of the Conference/Event (for sound quality only) in mp3 format or any other digital or audio format via the Internet and/or Mobile device.
1.11	‘Fee’	means the total amount payable by the Conference/Event Organiser to Backdoor Broadcasting for the performance of the Service as shown in the Schedule.
1.12	‘Intellectual Property Rights’	means all vested contingent and future intellectual property rights including but not limited to trade marks, database rights, copyright or related rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.
1.13	‘Live Recording’	means the live Broadcast of the permanently captured audio or digital file containing the live streaming or recording of the Conference/Event.
1.14	‘Personnel’	means the agreed officers or employees of Backdoor Broadcasting.

1.15	‘Recordings’	means the combined Live Recording, Edited Recording and/or any archives thereof.
1.16	‘Service’	means the recording of the Conference/Event by Backdoor Broadcasting through its Personnel for the purposes of: Live streaming and/or Downloads on the Internet and/or Mobile device in the Territory; Making Live Recording; Broadcast of the Live Recording; Editing the Live Recording to make the Edited Recording; Making available Downloads of the Edited Recording; Creating archives of the Edited Recording; and Selling, marketing and distributing the Live and/or Edited Recordings in the Territory.
1.17	‘Territory’	means worldwide.
1.18	‘Venue’	means the Conference/Event venue as set out in the Schedule.
1.19	‘Website’	means Backdoor Broadcasting website with URL www.backdoorbroadcasting.net , www.academicaudioservice.co.uk www.mobilesoundexperiment.org or the Conference/Event Organiser’s website and/or such other URL as Backdoor Broadcasting may elect from time to time.

1.20 Words importing one gender include all other genders and words importing the singular include the plural and vice versa and words importing persons include a corporate body and a partnership and vice versa.

2. GRANT OF RIGHTS

- 2.1 The Conference/Event Organiser grants to Backdoor Broadcasting the right to perform the Service from the Commencement Date.
- 2.2 The Service will be completed once the Conference/Event has been Broadcast and the Downloads made available on the Website by Backdoor Broadcasting.

3. PAYMENT

- 3.1 Subject to clause 6.11, immediately upon signing this Agreement, the Conference/Event Organiser shall pay the Deposit to Backdoor Broadcasting which shall be non-refundable. Backdoor Broadcasting will render an invoice to the Conference/Event organiser for the Fee.
- 3.2 Upon completion of the Service by Backdoor Broadcasting, the Conference/Event Organiser shall pay the Balance to Backdoor Broadcasting.
- 3.3 Backdoor Broadcasting reserves the right to charge interest at four (4) percent above the base lending rate from time to time of Barclays Bank plc for late payment of the Fee or any part thereof.
- 3.3 All sums expressed in this Agreement shall be exclusive of VAT.

4. BACKDOOR BROADCASTING’S OBLIGATIONS

- 4.1 Backdoor Broadcasting agrees, acknowledges and undertakes that:
 - 4.1.1 Backdoor Broadcasting shall perform the Service in a professional manner using Backdoor Broadcasting’s skill and ability and shall perform all duties diligently;
 - 4.1.2 Backdoor Broadcasting shall use its best endeavours to perform the Service;
 - 4.1.3 For the avoidance of doubt, Backdoor Broadcasting shall not be liable to the Conference/Event Organiser if Backdoor Broadcasting was unable to perform the Service due to Internet connectivity problems; and
 - 4.1.4 In the event that Backdoor Broadcasting is requested by the Conference/Event Organiser to remove the Downloads from the Website, Backdoor Broadcasting will remove the Downloads from the publicly accessible part of the Website, and shall return the material to the Conference/Event Organiser if requested to do so.
- 4.2 Backdoor Broadcasting agrees to indemnify and keep fully indemnified the Conference/Event Organiser against any and all loss or damage of any kind suffered as a result of Backdoor Broadcasting’s breach or non-observance of any obligations under this Agreement.

5. CONFERENCE/EVENT ORGANISER’S OBLIGATIONS

- 5.1 The Conference/Event Organiser agrees, acknowledges and undertakes that:
 - 5.1.1 The Conference/Event Organiser shall use its best endeavours to ensure the smooth running of the Conference/Event;

- 5.1.2 The Conference/Event Organiser shall permit the Personnel free access to the Conference/Event;
 - 5.1.3 The Conference/Event Organiser shall pay Backdoor Broadcasting the Fee in accordance with clause 3 above;
 - 5.1.4 The Conference/Event Organiser shall use its reasonable endeavours to procure the signing of the Contributor's Agreement by the Contributors prior to the Commencement Date of the Conference/Event;
 - 5.1.5 The Conference/Event Organiser confirms that it has full authority to enter into this Agreement and is not bound by any previous agreement which may adversely affect this Agreement;
 - 5.1.6 In the event that the Conference/Event Organiser requests the return or destruction of the Downloads in accordance with clause 4.4 above, the Conference/Event Organiser shall incur an administrative charge of forty pounds (£40.00);
 - 5.1.7 The Conference/Event Organiser shall promptly advise Backdoor Broadcasting of the occurrence of any event or the existence of any condition which will or might in the opinion of the Conference/Event Organiser adversely affect the Recordings or any claims or proceedings threatened or commenced against the Conference/Event Organiser in respect of the Recordings and shall keep Backdoor Broadcasting regularly informed of the progress of such proceedings and shall immediately notify Backdoor Broadcasting of any judgment or settlement in respect thereof; and
 - 5.1.8 The Conference/Event Organiser has adequate insurance cover.
- 5.2 The Conference/Event Organiser agrees to indemnify and keep fully indemnified Backdoor Broadcasting against any and all loss or damage of any kind suffered as a result of any claim or action brought by a third party against Backdoor Broadcasting for infringement of Intellectual Property Rights and/or the Conference/Event Organiser's breach or non-observance of any obligations under this Agreement.

6. MISCELLANEOUS THIRD PARTIES

- 6.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 6.2 The Conference/Event Organiser shall not assign, transfer, charge or make over this Agreement or any part of its rights and obligations without the prior written consent of Backdoor Broadcasting, such consent not to be unreasonably withheld.

CONFIDENTIALITY

- 6.3 Backdoor Broadcasting and the Conference/Event Organiser shall not disclose to any third party any confidential business or future plans of the other Party at any time acquired during the existence of this Agreement.

ENTIRE AGREEMENT

- 6.4 This Agreement constitutes the whole agreement between the Parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by any party shall alter or affect the interpretation of this Agreement. Nothing in this clause affects either party's liability for fraudulent representations.
- 6.5 Any amendment or variation must be in writing in an instrument signed by Backdoor Broadcasting or the Conference/Event Organiser.

NO PARTNERSHIP OR EMPLOYMENT

- 6.6 This Agreement shall not be deemed to create any partnership or employment relationship between the Parties.

NOTICES

- 6.7 Without prejudice to the right to serve notices by any other means any notice serviced under this Agreement shall be in writing. Any notice that has been sent by first class, pre-paid post shall be deemed to be received forty-eight (48) hours thereafter (excluding Saturdays, Sundays and public holidays). For the purposes of this Agreement all notices sent to Backdoor Broadcasting shall be sent to the address first mentioned in this Agreement, and to the Conference/Event Organiser to the address mentioned in the Schedule.

FORCE MAJEURE

6.8 In the event that this Agreement cannot be performed nor the obligations of the Parties fulfilled for any reason beyond their reasonable control, including war, industrial action, floods or Acts of God then such non-performance or failure to fulfil their obligations shall not be deemed to be a breach of this Agreement. In the event that this Agreement cannot be performed nor the obligations of the defaulting Party fulfilled for any reason beyond the reasonable control of the defaulting Party for a continuous period of one month, then the other Party who has not defaulted may, at its discretion, terminate this Agreement by notice in writing at the end of that period.

INTELLECTUAL PROPERTY

6.9 The Conference/Event Organiser acknowledges that all Intellectual Property Rights arising out of or in connection with the performance of the Service shall be the exclusive property of Backdoor Broadcasting and that no part of this Agreement is intended to transfer any copyright or any other rights of a similar nature vesting in Backdoor Broadcasting to the Conference/Event Organiser, save in respect of Intellectual Property Rights owned by the Conference/Event Organiser.

6.10 For the avoidance of doubt, nothing in this clause shall confer upon Backdoor Broadcasting any right or interest in any Intellectual Property Rights which belong to the Conference/Event Organiser or Contributors.

CANCELLATION, TERMINATION AND EXPIRY OF THE AGREEMENT

6.11 The Conference/Event Organiser may cancel the Service prior to the Conference/Event, subject to the following cancellation charges which will be imposed on the Conference/Event Organiser:

Time Prior to Conference/Event	Cancellation Charge
1 week or more	No charge
6 days	10% of Deposit
5 days	20% of Deposit
4 days	40% of Deposit
3 days	60% of Deposit
2 days	80% of Deposit
1 day	100% of Deposit

6.12 Backdoor Broadcasting may terminate this Agreement without any liability whatsoever in the event that the Conference/Event Organiser changes the title of the Conference/Event and Backdoor Broadcasting deems the content of the Conference/Event to be criminal, racist, sexist or unethical.

6.13 In addition to any other rights and remedies at law this Agreement may be terminated by a Party giving written notice to the other Party that has breached this Agreement or has defaulted in the following circumstances where:

6.13.1 The Conference/Event Organiser has failed to make payments as required under this Agreement;

6.13.2 Either Backdoor Broadcasting or the Conference/Event Organiser has committed a serious breach of their obligations under this Agreement unless such Party remedies the position, as far as reasonably possible, within 10 days of receiving notice to remedy the breach;

6.13.3 Either Backdoor Broadcasting or the Conference/Event Organiser goes into voluntary or involuntary liquidation; or

6.13.4 Either Backdoor Broadcasting or the Conference/Event Organiser is declared insolvent either in bankruptcy proceedings or other legal proceedings.

6.14 This Agreement shall expire upon the completion of the Service. Notwithstanding this clause 6.14, clauses 2, 3.2, 5.5, 5.6, 5.9, 6.3, 6.9, 6.10 and 6.15 shall survive the expiry of this Agreement.

LIMITATION OF LIABILITY

6.15 Nothing in this Agreement shall exclude or in any way limit Backdoor Broadcasting's or the Conference/Event Organiser's liability for fraud, (or for death or personal injury caused by their negligence), or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to the following:

6.15.1 Backdoor Broadcasting's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no

circumstances exceed the amount of Fee paid to Backdoor Broadcasting by the Conference/Event Organiser at the time the liability is incurred; and

- 6.15.2 Backdoor Broadcasting shall not be liable to the Conference/Event Organiser under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

GOVERNING LAW

- 6.16 This Agreement shall be construed in accordance with and subject to the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE

Title of Conference/Event	
Start Date of Conference/Event	
End Date of Conference/Event	
Conference/Event Time	
Conference/Event Venue	
Fee	
Deposit	
Balance	
Number of Backdoor Broadcasting Personnel to Attend	

SIGNED BY:

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[] FOR AND ON BEHALF OF THE CONFERENCE/EVENT ORGANISER

SIGNED BY:

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[] FOR AND ON BEHALF OF THE CONFERENCE/EVENT ORGANISER

SIGNED BY:

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RENÉ WOLF FOR AND ON BEHALF OF BACKDOOR BROADCASTING