

IN-ITwww08

## **Website link exchange agreement**

**The First Webmaster:**      [\[Name\]](#)

**And**

**The Second Webmaster:**      [\[Name\]](#)

**Date:**                              [\[Date\]](#)

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**This Agreement is dated:** [date]

**It is made between** [first webmaster name]

**of** [address] (“the First Webmaster”)

**And** [second webmaster name]

**of** [address] (“the Second Webmaster”)

**These are the agreed terms:**

## **1. Definitions**

These are the definitions

:

“First Link” means the code provided by the First Webmaster and set out in the

,

.

“Second Link” means the code provided by the Second Webmaster and set out in the

,

.

## **2. Placing the link**

2.1 The First Webmaster operates a web site at .[ ]

[ ].

2.2 In consideration of the exchange of links, each Webmaster agrees to maintain the link of the

,

.

2.3 Either link

2.4 Subject to the terms of this agreement and with effect from [today](#) / [[or later](#) ]/

2.5 Neither Webmaster may

### 3. Relationship of Parties

The Second Webmaster and the First Webmaster are independent contractors,

### 4. Representative liaison

[With effect from today the Second Webmaster and the First Webmaster shall each](#)

### 5. Duration and termination

This agreement shall continue until terminated:

5.1 automatically, by efflux [12 / 24 / 36](#)  
;

5.2 by 1 months  
;

5.3 By either party if he determines that the web site of the other is or has become unsuitable. Unsuitable sites may include those that: are

## **6. Upon termination**

6.1 All rights and licenses granted

6.2 Each Webmaster, (if he \_\_\_\_\_),

6.3 All claims or actions

## **7. License to use Intellectual Property**

7.1 Each Webmaster now grants to the other a non-exclusive, non-transferable \_\_\_\_\_,

7.2 The use of any such \_\_\_\_\_

7.3 This license cannot \_\_\_\_\_,

7.4 Each Webmaster agrees that he will not do \_\_\_\_\_

## **8. Confidentiality**

The parties are aware that in the course of working under the terms of this agreement each will \_\_\_\_\_

8.1 The parties hereby, therefore, undertake for themselves and every employee or sub-contractor whose services they may use \_\_\_\_\_

(  
)  
8.2 Both the Second Webmaster and the First Webmaster hereby undertake to the other to make all relevant employees, agents and  
-

## 9. Mutual indemnity

Each Webmaster agrees to indemnify  
:

9.1 Any claim representation or warranty made by  
,

9.2 The posting by  
.

## 10. Warranties

Each Webmaster warrants that:

10.1  
;

10.2  
;

10.3  
.

## 11. Limitation of liability

11.1  
(

)

:

1.1.1

;

1.1.2

.

11.2

,

.

11.3

OR

11.4

[ .00 , 000 .]

11.5

(

)

.

11.6

.

## 12. Force majeure

,

,

,

,

:

12.1

12.2

4

### **13. Successors to the agreement**

13.1

13.2

### **14. Contract is divisible**

### **15. Notices**

15.1

72

[ 24

]

OR



15.2

-

-

[ 48 ]

-

. [

-

.

,

]

## 16. Dispute Resolution

## 17. Waiver

## 18. Jurisdiction

Signed by [\[name\]](#):

Signature:

Duly authorised by the First Webmaster:

Signed by [\[name\]](#):

Signature:

Duly authorised by the Second Webmaster:

## The Schedule

1. [ ]/
- 2.
3. The code for the First Link is:
4. The code for the Second Link is:
5. [ ].
6. [ ].
7. [ , . . . ].

## Explanatory notes:

### Website link exchange agreement

#### General notes:

1. The document has been marked in blue at all points where you may need to insert,
2. You can use this document for any sort of link exchange. The links do not have to be similar. The flexibility of setting out the link details in the schedule means you can agree
3. This agreement is not regulated by statute, so you can write into it

#### Paragraph specific notes:

Note: numbering refers to paragraph numbers.

- 2 This provision prevents the parties being “associated”
- 3 In larger organisations, it may be useful to
- 4 These terms are quite flexible.
- 5 Whatever is agreed about termination,
- 6 The main purpose of this paragraph is not so much
- 10 The purpose of this clause is to specify the level of mutual liability.

13 In some jurisdictions,

**End of notes**