



This Agreement is dated [DATE]

PARTIES

- (1) **CHARTERED INSURANCE INSTITUTE**, a corporate body formed under Royal Charter with Company number RC000104, having its principal office at 3rd Floor, 20 Fenchurch Street, London EC3M 3BY (**Supplier**)
- (2) **[INSERT DISTRIBUTOR DETAILS]** [a company registered in [] under Reg. No. [] whose registered office is located at []] (**Distributor**)

BACKGROUND

The Supplier wishes to appoint the Distributor as its distributor for the promotion and sale of the Products within the Territory (as defined below), and the Distributor wishes to promote and sell the Products within the Territory on the terms of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement and the Background:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: [DATE].

Control: the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

Products: all products, membership and examinations available at the Commencement Date and as withdrawn and updated from time to time by the Supplier and which the Supplier may permit the Distributor, by express notice in writing, to distribute in the Territory.

Term: the term of this Agreement, as determined in accordance with clause 12 of this Agreement.

Territory: [INSERT DETAILS OF THE TERRITORY].

Trade Marks: the trade mark registrations and applications of the Supplier, including but not restricted to the logo of the Chartered Insurance Institute.

Year: the period of [12] months from the Commencement Date [and each consecutive period of 12 months thereafter during the Term].

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, whether before or after the date of this Agreement, and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this Agreement.

1.8 A reference to **writing** or **written** includes faxes and email.

1.9 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

2. APPOINTMENT

2.1 The Supplier appoints the Distributor as its non-exclusive distributor to import, market and distribute the Products in the Territory on the terms of this Agreement.

2.2 The Distributor shall promote the Products and the Distributor shall:

- a) Promote the Products with all reasonable skill, care and diligence;
- b) Provide regular and accurate reports to the Supplier in respect of the promotion of the Products, including notes of meetings, planned purchase/orders, actual purchases/orders and any aftersales issues arising;
- c) Ensure that the Supplier's standard terms of business for the supply of professional qualifications, learning support materials and services (and any new or special terms, as directed by the Supplier from time to time) shall apply to the Services and any resulting supply to [INSERT TERRITORY] corporate entities. The Distributor shall not offer any additional terms or warranties or any other departure from the Supplier's standard terms;
- d) Observe and comply with all reasonable directions from the Supplier as to the manner and terms on which the obligations under this Agreement are carried out;
- e) submit written reports at regular intervals to the Supplier, showing details of sales, service stock, outstanding customer orders and orders placed by the Distributor with the Supplier that are still outstanding, and any other information relating to the performance of its obligations under this Agreement that the Supplier may reasonably require from time to time.

2.3 The Distributor shall not:

- a) Pledge the Supplier's credit;
- b) Give any condition or warranty on the Supplier's behalf.

2.4 The Distributor shall not, without the Supplier's prior written consent, make any promises or guarantees about the Products beyond those contained in the promotional material supplied by the Supplier.

3. DISTRIBUTOR'S UNDERTAKINGS

The Distributor undertakes and agrees with the Supplier that at all times during the Term it will:

- (a) use all reasonable endeavours to promote the distribution and sale of the Products in the Territory;
- (b) take all appropriate action to ensure the proper fulfilment of the Distributor's obligations under this Agreement;
- (c) not resell the Products at a price exceeding the maximum resale price from time to time specified by the Supplier in writing;
- (d) keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Products and allow the Supplier, on reasonable notice, access to its accounts and records (and linked data) relating to the Products for inspection;
- (e) [inform the Supplier immediately of any changes in ownership or Control of the Distributor, and of any change in its organisation or method of doing business that might, in the reasonable opinion of the Supplier be expected to affect the performance of the Distributor's duties in this Agreement.]¹

4. SUPPLY OF PRODUCTS

4.1 From the Commencement Date and at six month intervals thereafter for the Term, the Distributor shall notify the Supplier in writing of its forecast of the quantities of each type of Product that it expects to buy from the Supplier for delivery during the ensuing six month period beginning on the first day of the month following the latest date for issue of that forecast.

4.2 The Supplier undertakes to use all reasonable endeavours to meet all orders for the Products forwarded to it by the Distributor in accordance with the Supplier's terms of delivery to the extent the orders do not exceed the forecast for each type of Product given under clause 4.1.

¹ Delete as applicable

- 4.3 On giving not less than 1 month's notice in writing to the Distributor, the Supplier may vary the Products as it thinks fit to exclude one or more of the Products from this Agreement if the production of such Products is permanently discontinued for any reason.
- 4.4 The Supplier may make changes to the specifications of the Products, provided the changes do not adversely affect the quality of the Products. The Supplier shall give notice of any material changes to Product specifications to the Distributor as soon as reasonably practicable.

5. SUPPLIER'S UNDERTAKINGS

The Supplier agrees that at all times during the Term it shall:

- (a) supply the Products to the Distributor on a non-exclusive basis for resale in the Territory. The Supplier reserves the right to supply the Products directly to customers or other Distributors in the Territory;
- (b) provide any information that may be reasonably requested by the Distributor to enable it properly and efficiently to discharge its duties under this Agreement;[.
- (c) approve or reject any promotional information or material submitted by the Distributor within 28 days of receipt.]²

6. PRICES AND PAYMENT

DELETE AS APPLICABLE

[COMMISSION BASED PAYMENT

6.1 The Distributor shall receive a commission (relative to the gross fee provided under clause 6.1.2 and in accordance with clause 6.1.3) of all new business that they bring to the Supplier under this Agreement for the duration of this Agreement. The process of this clause 6.1 is as follows:

6.1.1 The CII will perform reconciliation every 6 months showing the following, made under this Agreement:

- (a) Number of orders made;
- (b) Number of orders fulfilled;
- (c) Total revenue of orders fulfilled;
- (d) Payments made by customer.

6.1.2 The CII will share the details outlined in clause 6.1.1 to the Distributor. The total fees will be gross of commission. The Supplier will also provide a net figure.

6.1.3 This clause outlines the rate in which commission is paid, relative to the total payments made by customers under clause 6.1.1(d):

- £0-£20,000 – 10% commission
- £20,001 - £50,000 – 15% commission
- £50,001 - £100,000 – 20% commission
- £100,001+ - 25% commission

6.1.4 The Distributor will then invoice the CII for the [NUMBER]% commission based on the figure provided under clause 6.1.2. The CII will pay the Distributor within 30 days of receipt of the invoice.]

[FEE BASED PAYMENT

6.1 The prices to be paid by the Distributor to the Supplier for the Products are to be the Supplier's list prices as notified to the Distributor by the Supplier from time to time. The prices applicable as at the Commencement Date are set out in Schedule 1.

6.2 The Distributor shall pay the full amount invoiced to it by the Supplier in pounds sterling within 30 days of the date of invoice.

6.3 The Distributor shall be responsible for the collections, remittance and payment of any of all taxes, charges, levies, assessments and other feeds of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Products.

6.4 The Distributor may not withhold payment of any amount due to the Supplier because of any set-off, counter claim, abatement or other deduction.

6.5 Interest shall be chargeable on any amounts overdue at a rate of 4% per annum above the base rate of the

² Delete as applicable

Bank of England from time to time. The interest period shall run from the due date for payment until receipt by the Supplier of the full amount whether before or after judgement and without prejudice to any other right or remedy of the Supplier.]

6.2 The Supplier shall give the Distributor 28 days' notice in writing of any rises in the prices for the Products.

6.3 Any and all expenses, costs and charges incurred by the Distributor in the performance of its obligations under this Agreement shall be paid by the Distributor, unless the Supplier has expressly agreed in advance in writing to pay such expenses, costs and charges.

7. ADVERTISING AND PROMOTION

7.1 The Distributor shall:

- (a) be responsible for advertising and promoting the Products in the Territory (but the Distributor shall not use any advertising materials or promotional literature without the Supplier's prior written approval);
- (b) submit an annual advertising and promotion programme to the Supplier for its approval;
- (c) display advertising materials and other signs provided by the Supplier;
- (d) observe all directions and instructions given to it by the Supplier for promotion and advertisement of the Products; and
- (e) not make any written statement as to the quality or manufacture of the Products without the prior written approval of the Supplier.

7.2 The Supplier shall provide the Distributor with information on the advertising and promotion carried out by the Supplier. The Supplier shall supply any available promotional and advertising material that the Distributor reasonably requests at a cost to be agreed between the parties.

7.3 The Supplier shall make reasonable commercial efforts to participate with the Distributor in fairs, exhibitions and similar events in the Territory.

8. COMPLIANCE WITH LAWS AND POLICIES

8.1 The Distributor warrants to the Supplier that it has informed the Supplier of all laws and regulations affecting the manufacture, sale, packaging and labelling of Products which are in force within the Territory or any part of it (**Local Regulations**) at the date of this Agreement.

8.2 The Distributor shall give the Supplier as much advance notice as reasonably possible of any prospective changes in the Local Regulations affecting the Suppliers ability to provide the Products.

8.3 On receipt of notification from the Distributor under clause 8.2 the Supplier shall endeavour to ensure that the Products comply with any change in the Local Regulations by the date of implementation of that change, or as soon as is reasonably possible afterwards.

8.4 The Distributor warrants that it (and any person associates with the Distributor in connection with this Agreement) will comply with all applicable laws during the term of this Agreement. Breach of this clause shall be deemed a material breach of clause 12.2(b).

9. TRADE MARKS

9.1 Subject to clause 9.2, the Supplier hereby grants to the Distributor the non-exclusive right, in the Territory, to use the Trade Marks in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this Agreement. The Distributor acknowledges and agrees that all rights in the Trade Marks shall remain in Supplier, and that the Distributor has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.

9.2 The Distributor shall not sub-license, transfer or otherwise deal with the rights of use of the Trade Marks granted under this Agreement.

9.3 The Distributor shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity.

9.4 Each party shall promptly give notice in writing to the other if it becomes aware of:

- (a) any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Products within the Territory; or
- (b) any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party and provide reasonable co-operation to the other to successfully resolve any notified issue.

10. PRODUCT LIABILITY AND INSURANCE

10.1 Subject to the Distributor fulfilling all the conditions in this clause 10, the Supplier shall indemnify the Distributor against any liability incurred by the Distributor in respect of damage to property, death or personal injury arising from any fault or defect in the materials or workmanship of the Products and any reasonable costs, claims, demands and expenses arising out of or in connection with that liability (**Relevant Claim**), except to the extent the liability arises as a result of the action or omission of the Distributor.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; and
- (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to clause 11.1

- (a) The Supplier shall not be liable to the Distributor, whether in contract, tort (including negligence), by way of indemnity, for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits; loss of sales or business; loss of Agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or
- (b) any indirect or consequential loss.

11.3 The Supplier's total liability under this Agreement shall be limited to the fees paid to the Distributor under this Agreement in the preceding 12 months.

12. DURATION AND TERMINATION

12.1 This Agreement shall come into effect on the Commencement Date and, subject to clauses 12.2, 12.3 and 13.4, shall continue in force for an initial term of [NUMBER] years (**Initial Term**). This Agreement shall automatically extend at the end of the Initial Term for [NUMBER] years (**Extended Term**), unless the Supplier gives written notice to the Distributor, not later than 3 months before the end of the Initial Term, to terminate this Agreement. Unless terminated earlier in accordance with this clause or clause 12.2, the Agreement shall terminate automatically without notice at the end of the Extended Term.

12.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default for more than 14 days;
- (b) the other party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) at any time, without fault or further liability, on no less than 1 month's written notice.

12.3 The parties acknowledge and agree that any breach of clauses 8 and 9 shall constitute a material breach for the purpose of clause 12.2(b).

13. CONSEQUENCES OF TERMINATION

13.1 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued on or before the date of termination.

13.2 Termination of this Agreement shall not of itself give rise to any liability on the part of the Supplier to pay any compensation to the Distributor, including but not limited to, for loss of profits or goodwill.

13.3 Subject to clause 13.2, all other rights and licences of the Distributor under this Agreement shall terminate on the termination date.

13.4 The Supplier may cancel any orders for Products placed by the Distributor before termination if delivery would fall due after termination, whether or not they have been accepted by the Supplier. The Supplier shall have no liability to the Distributor in respect of such cancelled orders.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; or
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 14.4 The provisions of this clause 14 shall continue to apply after termination of this Agreement.

15. GENERAL

- 15.1 Force Majeure. A party shall not be in breach of this Agreement in respect of, or liable for, any failure or delay in performance of its obligations under this Agreement arising from or attributable to act, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**").
- 15.2 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements relating to its subject matter. Each party acknowledges that, by entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 15.3 Amendments. No amendments or variations of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4 Assignment and Other Dealings. This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement, or purport to do any of the same, without the prior written consent of the other party (this consent not to be unreasonably withheld or delayed).
- 15.5 Freedom to Contract. The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Agreement.
- 15.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 15.8 Notices. Any notice required to be given pursuant to this Agreement (other than in connection with legal proceedings) shall be in writing and shall be delivered personally, or by commercial courier, or by prepaid post (by airmail post if to an address outside the country of posting) to the relevant party at the address set out in this Agreement or any other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand), on the date and at the time of signature of the courier's delivery receipt (if sent by commercial courier), or five Business Days after posting (if sent by prepaid post).
- 15.9 Third Party Rights. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.10 No Partnership or Agency. Except as expressly provided, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

16. GOVERNING LAW AND JURISDICTION

- 16.1** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Laws of England and Wales.
- 16.2** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [PRINT NAME]
For and behalf of **THE CHARTERED INSURANCE INSTITUTE**

Signed by [PRINT NAME]
On behalf of [**the Distributor**]