

# CONTENT COMPILATION AND CURATION SERVICES AGREEMENT

This Content Compilation and Curation Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Client:** \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Client"), and

**Service Provider:** \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Service Provider").

WHEREAS, the Client desires to retain the Service Provider to perform content compilation and curation services as described herein, and the Service Provider agrees to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## 1. Scope of Services

The Service Provider shall perform the following compilation and curation services (the "Services"):

1. Identify, gather, and organize materials, data, and content from various sources as specified by the Client.
2. Format, edit, and arrange the compiled content into a coherent structure.
3. Deliver the finalized curated materials in the following format: \_\_\_\_\_.
4. Adhere to the timeline and schedule set forth as follows: \_\_\_\_\_.

## 2. Fees and Payment

1. **Compensation:** The Client shall pay the Service Provider a flat fee of \_\_\_\_\_ for the successful completion of the Services, or an hourly rate of \_\_\_\_\_ per hour, not to exceed a total of \_\_\_\_\_ without prior written authorization.
2. **Payment Schedule:** Payments shall be made according to the following schedule:
  - Deposit: \_\_\_\_\_ due upon execution of this Agreement.
  - Final Payment: \_\_\_\_\_ due within \_\_\_\_\_ days of final delivery and acceptance of the compiled materials.
3. **Late Payments:** Late payments shall accrue interest at a rate of \_\_\_\_\_ % per month on any outstanding balance.

## 3. Intellectual Property Rights

1. **Pre-existing Material:** Each party shall retain ownership of all intellectual property rights owned by such party prior to the effective date of this Agreement.
2. **Third-Party Content:** The Service Provider is responsible for ensuring that all compiled third-party materials are properly licensed, credited, or fall under fair use guidelines. The Service Provider shall notify the Client of any third-party permissions required.
3. **Work Product Ownership:** Upon full and final payment, the final compiled and curated deliverable, excluding pre-existing materials and licensed third-party content, shall be owned by

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#### 4. Term and Termination

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1. **Term:** This Agreement shall commence on the effective date and shall continue until the services are fully completed, unless terminated earlier in accordance with this Section.
2. **Termination for Convenience:** Either party may terminate this Agreement at any time upon \_\_\_\_\_ days written notice to the other party.
3. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches a material term of this Agreement and fails to cure such breach within \_\_\_\_\_ days of receiving written notice of the breach.

#### 5. Confidentiality

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During the course of this Agreement, either party may have access to proprietary or confidential information of the other party. Both parties agree to maintain the strict confidentiality of all such information and shall not disclose it to any third party without the express written consent of the disclosing party.

#### 6. Warranties and Limitation of Liability

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1. The Service Provider warrants that the Services will be performed in a professional and workmanlike manner.
2. Except for the express warranties set forth herein, the Service Provider makes no other warranties, express or implied.
3. In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages arising out of this Agreement. The total liability of either party shall not exceed the total amount paid under this Agreement.

#### 7. Governing Law

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This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country of \_\_\_\_\_, without regard to its conflict of laws principles.

#### 8. Entire Agreement

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This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Content Compilation and Curation Services Agreement as of the date first written above.

**CLIENT:**

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SERVICE PROVIDER:**

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_