

**The Bible Society of Uganda**  
**Bible Agency Agreement**

This Bible Agency Agreement is entered into as of \_\_\_\_\_ by ..... and between The Bible Society of Uganda having its principal place of business located at Bible House Plot 38 Bombo Road (the “Society”) and the Bible Agent having his/her principal place of business located at \_\_\_\_\_ (the “Agent”), both of whom agree to be bound by this Agreement.

WHEREAS, the Society offers customers Scripture products, as described on the document attached hereto as Appendix A (the “Scripture products”); and

WHEREAS, the Society and the Agent desire to enter into an agreement whereby the Agent will market and sell the Scripture products according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Society and the Agent (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**1. ASSIGNMENT OF RIGHT.**

With certain limitations stated herein, the Society hereby authorizes the Agent the right to market and offer for sale the available Scripture products according to the terms and limitations stated in this Agency

Agreement.

The Agent shall only market and offer for sale the available Scripture products within the Territory, as defined in this Agreement.

The Society reserves the right to add to or subtract from the list of Scripture products authorized on Appendix A attached hereto with notice to the Agent.

## **2. TERRITORY.**

The Agent shall be authorized to market the Product in [TERRITORY] (the "Territory"). Any marketing of Scripture products beyond this territory should be with prior permission of the Society.

## **3. EXCLUSIVITY.**

The Agent shall be the exclusive party authorized to market the Scripture products within the Territory unless agreed otherwise due to the Agent's inability to cover the territory satisfactorily.

### **TRADEMARK RIGHTS.**

The Agent agrees and acknowledges the following with regard to the Society's trademark:

The Society is the sole and exclusive owner to all right, title and interest in "[SOCIETY TRADEMARK]" or to any other trademarks associated with the Society (the "Society Trademarks") which the Agent may utilize in performing the services herein.

The Society hereby grants to the Agent for the duration of this Agreement and subject to the limitations stated within this Agreement a

non-exclusive, non-transferable, revocable right to use the Society Trademarks as necessary to market and offer for sale the Scripture products within the Territory.

#### **4. SOCIETY RESPONSIBILITIES.**

- A] Ensure that Scripture products are available in the country for access by Bible Agents;
- B] The pricing of the Scripture products to be affordable as expressed in the Society's mission statement;
- C] The Scripture products should be presented in good packaging and be of good quality;
- D] Provide professional accounting documentation for record keeping and easy reference;
- E] Provide Insurance cover against own losses;
- F] Provide an open forum for the Agents countrywide for marketing, skills training, networking and knowledge sharing.

#### **5. AGENT RESPONSIBILITIES.**

In marketing and offering the Products for sale in the Territory, the Agent shall:

- A] Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
- B] Maintain reasonable technical and practical knowledge with regard to the Scripture products;
- C] Utilize promotional materials provided to the Agent by the Society for the purpose of marketing and selling the Scripture products;

- D] If requested by the Society, attend and participate in trade shows and conventions related to the Scripture products;
- E] Promptly respond to all communications by customers and the Society regarding the Scripture products;
- F] Maintain the catalogue price as agreed by the Society;
- G] Reasonably assist the Society with regard to any and all collection matters as requested by the Society;
- H] Prepare and maintain any reports and documentation, as requested by the Society;
- I] Get a recommendation letter from a Church leader of acceptable standing in the country;
- J] Provide details on the agency application form that MUST be signed by a guarantor (appendix B).

## **6. COMMISSION.**

The Society shall allow the Agent to be invoiced with Scripture products up to twice the amount appearing on the Agency Certificate (See appendix C) and as well take a percentage discount as in appendix D.

## **7. CONFIDENTIALITY.**

The Agent shall not disclose to any third party any details regarding the Society's business, including, without limitation any information regarding any of the Society's customer information, business plans, or price points (the "Confidential Information"), make copies of any Confidential Information or any content based on the concepts

contained within the Confidential Information for personal use or for distribution unless requested to do so by the Society, or use Confidential Information other than solely for the benefit of the Society.

## **8. TERM AND TERMINATION.**

This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing.

Upon such termination, the Agent shall redeem the agency certificate amount in form of the available scripture products and **NOT** in cash.

The Agent will then be allowed a maximum period of six months to wind up the agency relationship. Thereafter, the Agent shall refrain from marketing and offering for sale the Scripture products of the Society and shall as well refrain from sharing with any third party any of the Society's confidential information.

Immediately upon termination of the relationship between the Society and the Agent, the Agent shall return to the Society any outstanding invoice amounts and **NOT** Scripture products, documents pertaining to the Society's business or any of its trade secrets, which are in the Agent's possession.

In case of death, the beneficiary or next of kin indicated on the agency application form will be given the chance to continue the agency relationship.

## **9. INDEMNIFICATION.**

The Agent agrees to indemnify, defend, and protect the Society from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by the Agent while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.

**10. NO MODIFICATION UNLESS IN WRITING.**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**11. APPLICABLE LAW.**

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Uganda. Cases of disagreement between the parties should first be referred to a Christian Arbitrator that may be an individual or Institution of repute agreed upon by the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

The Bible Society of Uganda

**APPENDIX A – THE SCRIPTURE PRODUCTS**

**APPENDIX B – AGENCY APPLICATION FORM**

**APPENDIX C – AGENCY CERTIFICATE**

**APPENDIX D – DISCOUNT AMOUNTS**

Agent name, signature and date

Witness name, signature and date