

## **BBC LEARNING 'LINKING OUT' BETA TESTING PHASE - TERMS AND CONDITIONS**

### 1. INTRODUCTION

1.1 These Terms and Conditions (the “**Terms**”) shall govern how the British Broadcasting Corporation of Broadcasting House, Portland Place, London, W1A 1AA (the “**BBC**”) may link from BBC Online Services to Third Party Content (and for the purposes of these Terms, each such active individual link shall be a “**Link**”, and the act of the BBC putting in place such Links shall be “**Linking**”) and the terms which Linking Partners shall be required to comply with in respect of such Links.

1.2 In these Terms the following additional definitions shall apply:

1.2.1 “**BBC Online Service(s)**” are any BBC or other BBC-authorized internet services, websites, products and/or software applications that enable users to access, view and listen to BBC Content on compatible devices. BBC Online Services include the website at [bbc.co.uk](http://bbc.co.uk) and BBC RSS Feeds;

1.2.2 “**BBC Content**” means audio, video, text, images or other content made available by the BBC through BBC Online Services and may sometimes include content which is owned or controlled by third parties which the BBC is permitted to make available through the relevant BBC Online Service;

1.2.3 “**Linking Partner**” is any third party organisation or other entity who successfully applies for a Link from BBC Online Services pursuant to and in accordance with these Terms; and

1.2.4 “**Third Party Content**” is any online content belonging to and/or lawfully made available by Linking Partners.

1.3 If you have any questions about these Terms or the Linking process, then you may find the answer at [www.bbc.co.uk/learningoverview](http://www.bbc.co.uk/learningoverview). If you cannot find the answer there, or if you have any comments or complaints about Links from BBC Online Services, you can contact the BBC at [learning.linking@bbc.co.uk](mailto:learning.linking@bbc.co.uk)

1.4 If you receive any enquiries which relate to the BBC, any BBC Online Service and/or BBC Content, you should promptly refer such enquiries to the BBC.

1.5 The BBC may update the Terms from time to time so please review them regularly. Each Linking Partner agrees to be legally bound by whichever version of the Terms is in force at the relevant time. By applying for a Link, you indicate that you accept the Terms and that you agree to comply with them. The continuing existence of any Link will be deemed acceptance of any subsequent revisions to the Terms. If you do not agree with these Terms or any revisions, please do not submit an application for any Links and/or please notify the BBC that you request any existing Links to be discontinued.

### 2. LINK APPLICATIONS

2.1 Prior to you becoming a Linking Partner and the BBC putting in place any Link to your Third Party Content, you must first complete and submit an application form in the form set out at [www.bbc.co.uk/learningoverview](http://www.bbc.co.uk/learningoverview) (the “**Application Form**”). You must supply all necessary information requested in the Application Form, including log-in details for the Third Party Content to which a proposed Link is to be directed (where a subscription is necessary to access such Third Party Content).

- 2.2 Each Application Form shall be assessed by the BBC to ensure that the proposed Link and associated Third Party Content complies fully with these Terms. If an application for Linking is successful, the Link will be listed on a database as further detailed at [www.bbc.co.uk/learningoverview](http://www.bbc.co.uk/learningoverview). Links will be selected from such database by the BBC's editorial teams and activated at the teams' discretion.
- 2.3 The final decision as to whether to Link to Third Party Content shall remain with the BBC, to be exercised at its sole discretion. In addition, the BBC shall solely determine how active Links are displayed, in what form and for how long (and Linking Partners acknowledge and agree that all Links may be rotated to allow exposure to other Links).
- 2.4 Following the activation of a Link the BBC reserves its right to interrupt, discontinue, remove or suspend any Link from time to time at its sole discretion, including for operational reasons, such as maintenance, network performance and volume of use or for other necessary and reasonable purposes such as for editorial purposes or in order to comply with applicable policy or regulation. For the avoidance of doubt, the BBC shall at its sole discretion edit the location of any Link within the BBC Online Service or remove the Link from the BBC Online Service at any time without notice and without liability. You acknowledge that a successful application for a Link does not guarantee that such Link will appear on the BBC Online Services and, if it does appear, that such Link will remain for any minimum period of time.
- 2.5 Linking Partners shall notify the BBC as soon as possible of any changes to Third Party Content to which any Link is directed following the activation of such Link by the BBC.
- 2.6 Where an application for Linking is unsuccessful you may request feedback from the BBC by sending an email to [learning.linking@bbc.co.uk](mailto:learning.linking@bbc.co.uk)

### 3. LINKING PARTNER OBLIGATIONS

- 3.1 Each Linking Partner agrees and accepts that the Third Party Content to which each active Link is directed must be editorially justifiable for the BBC to warrant Linking to and must meet one or more of the following criteria:
- 3.1.1 be useful for further relevant information to BBC Content;
  - 3.1.2 be relevant further background information or other key source material;
  - 3.1.3 be useful practical information;
  - 3.1.4 be relevant for further informed content;
  - 3.1.5 extend a learning journey from BBC Content; and
  - 3.1.6 add breadth and depth to a user's experience.
- 3.2 Each Linking Partner agrees and accepts that the Third Party Content to which each active Link is directed to must:
- 3.2.1 be relevant to the BBC Content from which a Link is envisaged;
  - 3.2.2 meet the needs of a UK based audience;
  - 3.2.3 meet the expectations of a likely audience (for example, a Link from a BBC Learning site which is likely to appeal to a high proportion of children should be directed to Third Party Content which is suitable for children);
  - 3.2.4 be accurate and offer a quality experience for users;
  - 3.2.5 be regularly reviewed and refreshed by the Linking Partner;

- 3.2.6 normally be free to access, however, it may be appropriate where there is a strong editorial justification, to Link to specific subscription Third Party Content (and in such circumstances the BBC will indicate to its users that the Link is to a subscription site);
  - 3.2.7 ensure that users land on a page of free content (and there should be enough free content to enable the user to judge the value and relevance of the Third Party Content);
  - 3.2.8 map to one or more of the national curricula of England, Wales, Scotland or Northern Ireland;
  - 3.2.9 demonstrate clear learning outcomes relevant to the needs of the BBC Learning audiences (and prospective Linking Partners will be asked to identify the learning outcomes as part of the application process); and
  - 3.2.10 where possible, be optimised for a full range of devices.
- 3.3 Where relevant, potential Linking Partners must provide unrestricted BBC access to all Third Party Content which proposed Links are directed to. This is to allow editorial teams to assess whether such Third Party Content is appropriate. Log-in details will only be accessible by the relevant editorial teams and will not be shared with any other individuals or used for any other purpose.
- 3.4 The BBC shall use reasonable endeavours to review Third Party Content to which Links are directed on a quarterly basis or in line with curriculum and editorial changes. Users who find broken, stale or inappropriate Links will be able to report these to the BBC so they can be checked, updated, replaced and/or removed at the discretion of the BBC.
- 3.5 Prospective Linking Partners are required to confirm the following (and the BBC's acceptance of any Linking application is conditional upon your confirmation of the following):
  - 3.5.1 so that the BBC can use the Linking Partner's name and/or logo to form the basis of a Link to Third Party Content, and to the extent necessary to enable this, the Linking Partner grants to the BBC a royalty free, perpetual, worldwide, non-exclusive, licence to use the name and/or logo for the period that the Link is in existence;
  - 3.5.2 the Third Party Content to which any Link is directed complies with all applicable laws and regulations;
  - 3.5.3 the Third Party Content to which any Link is directed is owned or lawfully used by the Linking Partner;
  - 3.5.4 the Linking Partner shall not claim or imply that it has an exclusive relationship with the BBC or is otherwise endorsed by the BBC; and
  - 3.5.5 all content on the website to which any Link is directed is not discriminatory, racist, obscene, libellous, offensive, illegal, defamatory, inappropriate, invasive, or in breach of any copyright, trade mark, or other intellectual property rights, and for the avoidance of doubt the third party website shall not:
    - i. contain pornography and sexually explicit content;
    - ii. contain offensive text or images;
    - iii. incite hatred whether based on race, religion, gender, sexuality or otherwise, or promote, encourage or facilitate anti-social behaviour;
    - iv. contain gratuitous violence or promote, encourage or facilitate violence;
    - v. promote, encourage or facilitate terrorism or other activities that risk national security;
    - vi. discriminate against any specific social group or otherwise exploit vulnerable sections of society;

- vii. promote, facilitate or encourage illegal activity;
- viii. infringe individual privacy;
- ix. put the welfare of children at risk;
- x. promote the tobacco industry or the armaments industry (including gun clubs);
- xi. contain content which is made primarily for children featuring the use of illegal drugs, the abuse of drugs, smoking, solvent abuse and the misuse of alcohol unless there is strong editorial justification, and otherwise content featuring the use of illegal drugs, the abuse of drugs, smoking, solvent abuse and the misuse of alcohol must generally be avoided and such activity must not be condoned, encouraged or glamorised where such content is likely to appeal to a significant proportion of children or is likely to be widely seen, heard or used by children and young people, unless there is editorial justification;
- xii. be available in a manner which may be perceived as damaging the BBC's reputation for accuracy and impartiality (with reference to the BBC's Guidelines, currently located at <http://www.bbc.co.uk/guidelines>);
- xiii. bring the BBC into disrepute (with reference to the BBC's Guidelines, currently located at <http://www.bbc.co.uk/guidelines>); or
- xiv. contain content which would otherwise be in breach of the BBC's Editorial Guidelines, currently located at <http://www.bbc.co.uk/editorialguidelines/>, (assuming such content was published on the BBC's own website).

3.6 Linking Partners will ensure that its online product or service to which a Link is directed is reasonably and properly maintained for the period that any Link is in existence.

3.7 Linking Partners will not cause or permit any advertising, sponsorship or marketing to be displayed on any product or service in such a way so that it is associated directly with any BBC Online Services and/or BBC Content (for example, placed interstitially within the users' journey from the BBC Online Service to the Third Party Content).

#### 4. WARRANTIES

4.1 Each Linking Partner represents and warrants to the BBC that:

- 4.1.1 it has the full right, power and authority to enter into these Terms;
- 4.1.2 it will comply with all applicable laws and regulations;
- 4.1.3 it will comply with its obligations under these Terms; and
- 4.1.4 it will ensure that the Linking Partner's product or service is reasonably maintained.

4.2 Except as expressly provided in these Terms, neither party makes to the other any representations nor gives to the other any warranties (whether express or implied) to the extent permitted by applicable laws.

4.3 While the BBC tries to ensure that all BBC Content is correct at the time of publication, no responsibility is accepted by or on behalf of the BBC for any errors, omissions or inaccurate BBC Content.

#### 5. LIMITATION OF BBC LIABILITY

5.1 BBC Online Services and BBC Content are made available on a free-of-charge, "as-is" and on an "as available" basis. Accordingly, subject to clause 5.2, and to the extent permitted by law,

the BBC excludes all liability to Linking Partners for any loss or damage howsoever arising out of or in connection with any Links from BBC Content and otherwise in connection with these Terms. In addition, subject to clause 5.2, the BBC will not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise) arising out of or in connection with Links and/or BBC Content under these Terms:

- 5.1.1 negligence;
- 5.1.2 loss of data;
- 5.1.3 loss of revenue or anticipated profits;
- 5.1.4 loss of business;
- 5.1.5 loss of opportunity;
- 5.1.6 loss of goodwill or injury to reputation;
- 5.1.7 losses suffered by third parties; or
- 5.1.8 any indirect, consequential, special or exemplary damages arising from Links from BBC Online Services and/or in connection with BBC Content regardless of the relevant form of action.

5.2 Nothing in these Terms limits or excludes either party's liability for:

- 5.2.1 death or personal injury caused by its negligence;
- 5.2.2 fraud or fraudulent misrepresentation; or
- 5.2.3 any other liability which cannot be excluded or limited under applicable law.

## 6. INDEMNITY

6.1 Each Linking Partner agrees to indemnify, hold harmless and defend the BBC in respect of all damages, claims, demands, liabilities (including liability to third parties), losses, costs and expenses, including reasonable legal fees and costs, arising out of or as a result of any breach of these Terms by the Linking Partner or otherwise in connection with Linking or in connection with Third Party Content or both.

## 7. GENERAL PROVISIONS

7.1 These Terms will be governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts of England and Wales in the event of any claim or dispute in connection with these Terms. Nothing in these Terms will be construed as creating a partnership, joint venture or agency relationship between the BBC and you. Any failure or delay by the BBC in exercising its rights under any provisions of these Terms will not be construed as a waiver of those rights. These Terms do not create or confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999 (as may be amended or replaced). These Terms are personal to you and will not be assigned or otherwise transferred in whole or in part by you. If any part of these Terms is proven to be invalid, unenforceable or illegal, the other provisions will remain in force. These Terms supersede all prior agreements and understandings between the parties concerning its subject matter and constitutes the entire agreement between the parties.

7.2 These Terms do not grant any third party (Linking Partner or otherwise) any rights to use BBC Content. Accordingly, these Terms are without prejudice to the Terms of Use of BBC Online Services (currently located at <http://www.bbc.co.uk/terms/>) which set out how third

parties may use BBC Online Services to enable users of their product or service to access, view and/or listen to BBC Content.

BY SUBMITTING AN APPLICATION FOR A LINK TO THIRD PARTY CONTENT YOU HEREBY AGREE THAT YOU HAVE READ AND ACCEPT THE ABOVE TERMS. ANY FAILURE TO COMPLY WITH THESE TERMS IN FULL SHALL ALLOW THE BBC TO DISCONTINUE ANY LINK AND TERMINATE THESE TERMS IN RESPECT OF ANY LINKNG PARTNER WITH IMMEDIATE EFFECT AND WITHOUT LIABILITY.

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