

AARDMAN ANIMATIONS LIMITED MARKETING BINDING DEAL MEMO

The Licensee wishes to use and exploit certain intellectual property rights belonging to Aardman in the Licensee's forthcoming marketing and promotional activity. In consideration of the Licence Fee and subject to and conditional on the Licensee's compliance with its obligations warranties and undertakings this Binding Deal Memo sets out the terms on which Aardman has agreed to grant the Licensee the rights to use the Licensed Rights for the Purpose in the Territory and in the Media during the Term in accordance with the terms set out below.

Date:	
Aardman:	Aardman Animations Limited of Gas Ferry Road, Bristol, BS1 6UN
Licensee:	Natural England Sponsored by Department for Environment, Food & Rural Affairs
Licensee's Brand:	Natural England
Licensee's Address:	Natural England, 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX, United Kingdom
Campaign details and Purpose (the "Purpose"):	<p>A partnership between Aardman and the Licensee helping deliver messaging to increase visibility of "The Countryside Code" encouraging the public to "respect everyone – Protect the environment – Enjoy the outdoors".</p> <p>To use Shaun the Sheep and additional characters from the Series (as defined below), to communicate the Licensee's campaign as they work towards educating the public about the messages included in the code which cover;</p> <ul style="list-style-type: none"> - <i>Take your litter home – leave no trace of your visit;</i> - <i>Dog poo – bag it and bin it;</i> - <i>Always keep dogs under control and in sight;</i> - <i>Follow local signs and keep to marked paths unless wider access is available;</i> - <i>Leave gates and property as you find them;</i> - <i>Plan your adventure – know what to expect and what you can do;</i> - <i>Be nice, say hello, share the space;</i> - <i>Check you route and local conditions;</i> - <i>Care for nature – do not cause damage or disturbance;</i> - <i>Enjoy your visit, have fun, make a memory;</i> - <i>Be considerate to those living in, working in and enjoying the countryside;</i> - <i>Do not block access to gateways or driveways when parking.</i> <p>For the avoidance of all doubt, use of the Licensed Property outside the Purpose is subject always to the prior written approval of Aardman.</p>
Series:	The animated television series known as 'Shaun the Sheep'.
Licensed Property:	Shaun the Sheep as he appears in the Series, and all other characters as they appear therein.
Licensed Rights:	<p>Aardman grants to the Licensee the following Licensed Rights:</p> <p>(a) to use, copy and reproduce the Licensed Property as it appears in the Deliverables in the Media, in the Territory, during the Term and for the Purpose.</p>

Sub-Licensed Rights:	Licensee grants to Aardman the following Sub-Licensed Rights: (a) to use, copy and reproduce the licensee's trademarks (" Licensee's Trademarks ") as set out in Schedule 1 of this Agreement, for the Purpose and during the Term.
Exclusivity:	Non-Exclusive in respective of all Licensed Rights and Sub-Licensed Rights.
Term:	Campaign Start Date: 29 May 2023 Campaign End Date: 28 May 2024
Territory:	UK
Media:	Digital and social media, educational printed resources and on-site: <ul style="list-style-type: none"> - Social Media assets across NE/Defra/Countryside Code social media and CoCode webpages – tiles, videos, web banners – flexible use as content is developed through the year. - Countryside Code webpages – campaign page to link to assets and resources. Direct URL to be put in place for directing campaign activity. - NE/Countryside Code branded events - Pull up banner for events, merchandise/giveaways. - Education and youth engagement – leaflets, teaching resources, activity sheets, games. - Across Shaun the Sheep social media channels. - Shared with Countryside Code stakeholders when appropriate, for example, Scouts, to promote the Code with younger audiences (only to be shared in its original form). Any additional media opportunities to be discussed with Aardman as relevant.
Licensed Language:	English
Media and Marketing Commitments (the "Commitments"):	Licensee is committed to using the Licensed Property as a Countryside Code Ambassador. Delivering messages through video and static media to increase visibility of the Countryside Code (term as well as logo), to increase understanding of the Countryside Code messages and to engage audiences away from official government channels. Both parties agree to promote the campaign on their respective social media channels.
Deliverables:	Aardman shall produce and deliver to Licensee various pieces of media for the Campaign as outlined below: 1) <u>Design pack / style guide</u> <ul style="list-style-type: none"> - A logo lock up Shaun the Sheep x Countryside Code; - Hero PR still with integrated Countryside Code logo and any other markings; - Fonts for key messaging and call outs; - Graphic badges; and - Selection of hero cut outs. 2) <u>Hero video 10-30 seconds</u> <ul style="list-style-type: none"> - Key message is "The Countryside Code" <ul style="list-style-type: none"> o "Respect everyone – Protect the environment – Enjoy the outdoors"; and

	<ul style="list-style-type: none"> ○ “Your guide to enjoying parks and waterways, coast and countryside” - Including branding where authentic of Shaun’s world. <p>3) <u>Clips package to deliver code messages (where existing content allows) as follows with a branded end card and call to action</u></p> <ul style="list-style-type: none"> - <i>Take your litter home – leave no trace of your visit;</i> - <i>Dog poo – bag it and bin it;</i> - <i>Always keep dogs under control and in sight;</i> - <i>Follow local signs and keep to marked paths unless wider access is available;</i> - <i>Leave gates and property as you find them;</i> - <i>Plan your adventure – know what to expect and what you can do;</i> - <i>Be nice, say hello, share the space;</i> - <i>Check you route and local conditions;</i> - <i>Care for nature – do not cause damage or disturbance;</i> - <i>Enjoy your visit, have fun, make a memory;</i> - <i>Be considerate to those living in, working in and enjoying the countryside;</i> - <i>Do not block access to gateways or driveways when parking.</i> <p>Additional assets and deliverables may be provided by Aardman for the Purpose, including designing posts and offering support for campaigns run by the Licensee on a case-by-case basis. Fees payable by the Licensee for such additional assets and deliverables shall be negotiated and agreed prior to delivery to the Licensee by Aardman and, for the avoidance of all doubt, are in addition to the Licence Fee.</p>																
Licence Fee/Production Budget:	<p>A total of £50,000 split up as follows:</p> <p>License Fee for the Term: £25,000</p> <p>Production of the Deliverables: £25,000</p>																
Payment Date and Terms:	<p>Licence Fee and Production Budget shall be paid up front on or before 31 March 2023, subject to receipt of a correct and valid invoice from Aardman at least 10 working days before the Payment Date.</p>																
Invoice Details:	<p>The Licensee shall pay Aardman the Licence Fee on the Payment Date by telegraphic transfer to the account of Aardman as follows:</p> <table border="0"> <tr> <td>Bank Name</td><td>Barclays Bank PLC</td></tr> <tr> <td>Branch</td><td>London</td></tr> <tr> <td>Account Name</td><td>Aardman Animations Ltd</td></tr> <tr> <td>Account Number</td><td>08 14 56 18 30 0000</td></tr> <tr> <td>Sort Code</td><td>20 00 01</td></tr> <tr> <td>IBAN</td><td>GB20 0001 0814 5618 3000 0000</td></tr> <tr> <td>BIC</td><td>BARCGB33</td></tr> <tr> <td>Reference</td><td>00000000000000000000</td></tr> </table>	Bank Name	Barclays Bank PLC	Branch	London	Account Name	Aardman Animations Ltd	Account Number	08 14 56 18 30 0000	Sort Code	20 00 01	IBAN	GB20 0001 0814 5618 3000 0000	BIC	BARCGB33	Reference	00000000000000000000
Bank Name	Barclays Bank PLC																
Branch	London																
Account Name	Aardman Animations Ltd																
Account Number	08 14 56 18 30 0000																
Sort Code	20 00 01																
IBAN	GB20 0001 0814 5618 3000 0000																
BIC	BARCGB33																
Reference	00000000000000000000																
Delivery Materials:	<p>The Deliverables.</p>																
Delivery Date:	<p>Delivery dates shall be agreed between the parties on a case-by-case basis.</p>																
Special Terms:	<p>In the event that the Licensee wishes to use the Licensed Property outside of the terms granted in this Binding Deal Memo then the parties shall negotiate the licence terms and fees in good faith, and any grant of such rights shall be granted</p>																

	<p>in Aardman's sole and absolute discretion.</p> <p>This Binding Deal Memo expressly excludes, without limitation, the licence of the Licensed Property for merchandise and premiums. In the event that the Licensee wishes to use and exploit the Licensed Property as merchandise or premium items (whether for sale or to give away free of charge) then the parties shall negotiate the licence terms and fees in good faith, and any grant of such rights shall be granted in Aardman's sole and absolute discretion and subject to Aardman's standard merchandising terms.</p>
Approvals:	<ol style="list-style-type: none"> 1. The Licensee shall submit for Aardman's written approval; designs, artwork and any other promotional material(s) or other material(s) incorporating the Licensed Property at each stage samples or artwork shall be submitted to give Aardman a reasonable amount of time in which to approve or disapprove the sample or artwork but in no event less than ten (10) working days in which to do so. Failure of Aardman to notify the Licensee of approval in time will not be deemed to be approval; 2. Any other Materials to be created by the Licensee for the Purpose which includes or references the Licensed Property. 3. Aardman shall submit for the Licensee's written approval; designs, artwork and any other promotional material(s) or other material(s) incorporating the Licensee's Intellectual Property at each stage samples or artwork shall be submitted to give the Licensee a reasonable amount of time in which to approve or disapprove the sample or artwork but in no event less than ten (10) working days in which to do so. Failure of the Licensee to notify the Licensee of approval in time will not be deemed to be approval.
Licensee's Warranties:	<ol style="list-style-type: none"> 1. The Licensee warrants, undertakes and agrees that: <ol style="list-style-type: none"> (a) the Licensee is free to enter into and fully perform the obligations set out in this Binding Deal Memo; (b) the Licensee shall not adapt, amend, edit, cut or in any way alter the Licensed Property or the approved Deliverables and/or any other approved materials incorporating or using the Licensed Property ("Materials") or any part thereof without the prior written consent of Aardman in each instance; (c) the Licensed Property shall be faithfully and accurately reproduced in the Deliverables, the Materials, and the Campaign in accordance with the style guides (if any) provided by Aardman and to the highest possible standards and the Licensee shall ensure that the Licensed Property depicted or incorporated in the Campaign accurately reproduces the original colours of the Licensed Property; (d) Licensee shall undertake to ensure that the Trademark and Copyright Notices appear on the Materials. (e) the Licensee warrants to perform their obligations under this Binding Deal Memo, including without limitation any competitions they run which reference to Aardman or the Licensed Property, in compliance with all applicable laws and regulations. (f) Licensee shall not do or omit to do or permit there to be done any act which may denigrate the value of or render invalid Aardman's Trade Mark or Aardman's Intellectual Property or any right of copyright or other rights licensed under this Binding Deal Memo or in any way detract from the value of the Licensed Property or Aardman; (g) the Materials shall be used for the Purpose within the Campaign as described herein only;

	<p>(h) the Licensee shall not distribute any defective or sub-standard items of the Materials and shall ensure that at its own expense all items of the Materials are of the highest attainable quality and shall conform with all applicable laws and standards in force in the Territory;</p> <p>(i) nothing in the Materials, any materials produced by the Licensee or the campaign shall be obscene, offensive, libellous, blasphemous or defamatory or in any way unsuitable for the target audience of the Licensed Property nor infringe any rights of any kind or nature including any so called 'moral right', right of privacy, right of publicity and that the Materials and any materials produced by the Licensee shall be original to the Licensee and comply with the applicable Territory codes and laws; and</p> <p>(j) that the Licensee shall give full particulars to Aardman forthwith on becoming aware of any actual or threatened claim or action by any third party in connection with the Licensed Materials and/or any property owned by the Licensee.</p>
Aardman's Warranties:	<p>Aardman warrants, undertakes and agrees that:</p> <p>(a) Aardman is free to enter into and fully perform its obligations under this Binding Deal Memo;</p> <p>(b) Aardman has all rights in and to the Licensed Property as necessary to grant the rights herein granted;</p> <p>(c) Aardman shall not adapt, amend, edit, cut or in any way alter the Licensee's Trademarks or any part thereof without the prior written consent of the Licensee in each instance;</p> <p>(d) the Licensee's Trademarks shall be faithfully and accurately reproduced in the Deliverables, the Materials, and the Campaign in accordance with the branding guidelines provided by the Licensee and to the highest possible standards and the Licensor shall ensure that the Licensee's Trademarks depicted or incorporated in the Campaign accurately reproduces the original colours of the Licensee's Trademarks;</p> <p>(e) Aardman will undertake to ensure that the Trademark and Copyright Notices appear on the Deliverables;</p> <p>(f) Aardman warrants to perform its obligations under this Binding Deal Memo in compliance with all applicable laws and regulations;</p> <p>(g) Aardman shall not do or omit to do or permit there to be done any act which may denigrate the value of or render invalid the Licensee's Trademarks or Licensee's Intellectual Property or any right of copyright or other rights of the Licensee licensed under this Binding Deal Memo, or in any way detract from the value of the Licensee's Trademarks;</p> <p>(h) the Licensee's Trademarks shall be used for the Purpose within the Campaign as described herein only;</p> <p>(i) nothing in the Deliverables shall be obscene, offensive, libellous, blasphemous or defamatory or in any way unsuitable for the target audience of the Deliverables nor, to the best of Aardman's knowledge and belief, infringe any rights of any kind or nature including any so called 'moral right', right of privacy, right of publicity and that the Deliverables shall be original to Aardman and comply with the applicable Territory codes and laws.</p>
Data Protection:	<p>1. Each party warrants, agrees and undertakes with the other that it shall comply at all time with applicable data protection legislation including (without limitation) the General Data Protection Regulation 2016/679 ("GDPR") and</p>

	<p>the UK Data Protection Act 2018 ("Data Protection Legislation") together the "DP Laws"; and</p> <p>2. As between the parties, responsibility for compliance with and/or responding to any matters that arise under DP Laws (including without limitation any request from an individual to exercise any data subject right(s) available to that individual under DP Laws, any complaint relating to a party's obligations under DP Laws that is relevant to this Binding Deal Memo, and/or any obligations (including notification obligations) relating to a breach of DP Laws) shall fall on the party: (i) which first received the relevant request or complaint; and/or (ii) to which such compliance matter or obligation relates. Notwithstanding the foregoing, each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with such compliance obligations, responses and/or notifications.</p>
Freedom of Information	<p>1. Aardman acknowledges that the Licensee is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and that the Licensee may therefore be obliged to release documents in response to an FOIA or EIR request. The Licensee cannot therefore guarantee confidentiality.</p> <p>2. In respect of any FOIA or EIR request, the Licensee shall be responsible for determining at its absolute discretion whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of the FOIA or the EIR or is to be disclosed in response to a request for information.</p> <p>3. In responding to a request for information, including information in connection with the Binding Deal Memo (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive) the Licensee will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult Aardman. Notwithstanding this Aardman acknowledges that the Licensee may, in accordance with the FOIA and/or EIR, disclose information concerning Aardman or the Campaign without consulting Aardman, or following consultation with Aardman having taken its views into account provided that the Licensee shall take reasonable steps where appropriate to give Aardman advance notice, or failing that, to draw the disclosure to Aardman's attention after any such disclosure.</p>
Intellectual Property Rights:	<p>1. The Licensee acknowledges that ownership of all intellectual property rights and associated goodwill in and to the Aardman Trademarks, the Licensed Property and all other intellectual property or other materials provided by Aardman to the Licensee which contain any characters or other rights owned by Aardman for inclusion in the Materials, shall remain at all times vested in and shall be the property of Aardman ("Aardman's Intellectual Property").</p> <p>2. Any use made by the Licensee of Aardman's Intellectual Property or any part thereof in connection with the Purpose or the Campaign shall be subject to the terms set out in this Binding Deal Memo and the Licensee shall (a) have no right to use or exploit the Deliverables and/or Materials or any part of it by any medium or means not expressly permitted by this Binding Deal Memo and (b) shall have no right to use or exploit the Deliverables following expiry or earlier termination of this Binding Deal Memo.</p> <p>3. Nothing in this Binding Deal Memo shall give the Licensee any rights title or interest in respect of any Aardman Intellectual Property Rights or to such goodwill.</p> <p>4. Aardman acknowledges that ownership of all intellectual property rights and</p>

	<p>associated goodwill in and to the Licensee Trademarks and all other intellectual property or other materials provided by the Licensee to Aardman for inclusion in the Deliverables, shall remain at all times vested in and shall be the property of the Licensee ("Licensee's Intellectual Property").</p> <p>5. Any use made by Aardman of the Licensee's Intellectual Property or any part thereof in connection with the Purpose or the Campaign shall be subject to the terms set out in this Binding Deal Memo 6. Nothing in this Binding Deal Memo shall give Aardman any rights title or interest in respect of any of the Licensee's Intellectual Property or to such goodwill.</p>
Insurance:	Aardman acknowledges that, by virtue of its status as a public body, the Licensee adopts an approach of self-insurance. The Licensee shall at all times ensure that it maintains sufficient resources to cover any such losses which may be reasonably contemplated under this Binding Deal Memo.
Aardman's Trademarks:	<p>"Aardman" (word mark) is a trademark used under licence from Aardman Animations Limited"</p> <p>The words "Shaun the Sheep" and the visual depiction of the character Shaun the Sheep and the title of the Shaun the Sheep series, and all characters contained within the Shaun the Sheep series, their names and likenesses.</p>
Trademarks and Copyright Notices:	<p>The following trademark and copyright notices shall be affixed to or used in connection with the Deliverables and any other promotional material:</p> <ul style="list-style-type: none"> - "'Aardman' (word mark) is a trademark used under licence from Aardman Animations Limited" - "'Shaun the Sheep' (word mark) and the character 'Shaun the Sheep' are trademarks used under licence from Aardman Animations Limited"
Termination:	<p><u>Termination:</u></p> <ol style="list-style-type: none"> 1. Either party shall be entitled to terminate this Binding Deal Memo on twenty (20) business written notice sent to the other at the address specified in this Binding Deal Memo, such notice shall be deemed to be served three (3) business days following the day of posting for notices sent by registered post or recorded delivery. Notices sent by email shall be deemed to be served four (4) hours after sending. 2. Aardman may immediately terminate this Binding Deal Memo without prejudice and in addition to any other legal remedies it may have if the Licensee breaches any term of this Binding Deal Memo, or becomes insolvent, or enters into liquidation or has a receiver or manager appointed over the whole or a substantial part of its undertaking. 3. The Licensee may immediately terminate this Binding Deal Memo without prejudice and in addition to any other legal remedies it may have if: <ol style="list-style-type: none"> a) Aardman breaches any term of this Binding Deal Memo; b) Aardman becomes insolvent, or enters into liquidation or has a receiver or manager appointed over the whole or a substantial part of its undertaking. <p><u>Effect of Termination:</u></p> <p>Upon termination of this Binding Deal Memo and without prejudice to any rights to damages that Aardman may have, the Licensee shall (and shall procure that its third parties shall) (a) immediately cease use of the Licensed Property and Trademarks or Aardman's Intellectual Property; (b) immediately cease the manufacture, packaging, marketing and/or distribution of the Deliverables and/or</p>

	<p>Materials; (c) as and when requested by Aardman to do so and at Aardman's expense, deliver to, or destroy all materials incorporating the Licensed Property or which refer to Aardman or the Aardman Trademarks or to Aardman's Intellectual Property in the Licensee's or its third parties' possession or control or which have not been distributed and certify in writing to Aardman that this has been done, as far as is reasonably practicable to do so; (d) where applicable and in respect of any use of the Licensed Property on the Licensee's website, immediately cease all use of the Licensed Property and/or any other reference to Aardman or the Aardman's Trademarks or Aardman's Intellectual Property, and/or (e) destroy or deliver to, and return at Aardman's option and reasonable expense any Delivery Materials, (f) without prejudice to any right to damages of Aardman the Licensee shall forthwith pay to Aardman all sums owing and whether or not then due under this Binding Deal Memo.</p> <p>Upon termination of this Binding Deal Memo and without prejudice to any rights to damages that the Licensee may have, Aardman shall provide the Licensee with a pro-rata refund of the Licence Fee and/or Production Budget for the remainder of the Term, after the effective date of termination.</p>
General:	<ol style="list-style-type: none"> 1. This Binding Deal Memo constitutes the entire agreement between the parties and may not be varied otherwise than in writing and under the signature of both parties. 2. The Licensee shall not assign or sub-license its rights under this Binding Deal Memo without Aardman's prior written consent. Aardman shall be freely entitled to assign the benefit of this Binding Deal Memo to any third party. 3. A person who is not a party to this Binding Deal Memo has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Binding Deal Memo.
Governing Law:	<p>This Binding Deal Memo shall be read and construed in all respects in accordance with English Law and any disputes arising hereunder shall be submitted exclusively to the jurisdiction of the English courts.</p>

Both parties hereby acknowledge and confirm that this Binding Deal Memo is intended to be legally binding and if accepted and signed by the parties the terms set out in this Binding Deal Memo shall then be binding on the parties. Please confirm your agreement to and acceptance of the above terms by signing, dating and returning this Binding Deal Memo.

Signed: for and on behalf of
Aardman Animations Limited



By: _____

Date: 2 3/03/23

Signed: for and on behalf of
Natural England



By: _____

Date: 27/03/2023-

SCHEDULE 1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]