DATED

- (1) <<Name of Manufacturer>>
 - (2) <<Name of Licensee>>

KNOW-HOW AND TECHNICAL ASSISTANCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Manufacturer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Manufacturer") and
- (2) <<Name of Licensee>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Licensee")

WHEREAS:

- (1) The Manufacturer manufactures and sells the product(s) detailed in Schedule 1 (the "Product(s)") and owns Know-How (and the Intellectual Property Rights subsisting therein) relevant to the manufacture thereof.
- (2) The Licensee manufactures the Product(s) in accordance with the terms and conditions of the Manufacturing Licence.
- (3) The Manufacturer hereby agrees to licence the Know-How and provide Technical Assistance to the Licensee under the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Confidential	means information relating to this Agreement, any
Information"	business information relating to either Party, and any
	other information which either Party may designate

confidential

"Effective Date" means [<<insert date>>] OR [the date of this

Agreement1:

"Fees" means, collectively, all sums due under this Agreement

from the Licensee to the Manufacturer;

"Initial Fee" means the initial payment due from the Licensee to the

Manufacturer as set out in Clause 4;

"Intellectual Property Rights"

means service rights and co addres copyric and in

(b) rigl

(c) right those future

(d) the forego

"Know-How"

means relating inventi equipn as [ani Intelled

"Manufacturing Licence" means

betwee

"Quarter"

means March, respec Effective of term

"Technical Assistance"

means by the

Clause

"Technical Assistance

Fees"

means of the lin according

"Term"

means 10.

1.2 Unless the context otherwise

- 1.2.1 "writing", and any o communication effection similar means;
- 1.2.2 a statute or a provis provision as amende

any patents, trade marks, signs, applications (and se rights) trade, business domain names and e-mail marks and service marks, ow-how, rights in designs

sents, orders, statutes or paragraph (a);

r effect or nature as or to (b) which now or in the

ringements of any of the

y the Manufacturer ods, techniques, designs, lopments, [formulae] and ufacture of the Product(s) in] Schedule 2 and all sisting therein;

ated <<insert date>> the Licensee under which Product(s);

ich shall end on 31st er and 31st December hall begin on the rter shall end on the date greement;

and assistance provided nsee in accordance with hedule 3:

Licensee in consideration of Technical Assistance as of Schedule 3; and

ent as set out in Clause

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time;



- 1.2.4 a Schedule is a sche
- 1.2.5 a Clause or paragra (other than the Schoand
- 1.2.6 a "Party" or the "Part
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula

2. Grant of Rights

The Manufacturer hereby grants to right to use the Know-How solely Product(s) and to utilise the Techn this Agreement.

3. Know-How and Technical Assista

- 3.1 Within <<insert period>> of provide all required Know-manufacture and sell the Pro
- 3.2 In the event that the Manuwhich does not form part of such information shall auton subject to any express Manufacturer.
- 3.3 The Manufacturer shall, from render such Technical Assistant the Licensee to manufacture
- 3.4 Any and all requests for Te submitted to the Manufa communicated through non-
- 3.5 The Manufacturer shall us Assistance within <<insert p</p>
- 3.6 The Licensee shall be requi reasonable costs and exper in accordance with the provi

4. Fees and Payment

- 4.1 On the Effective Date, the Fee of £<< >> in considera be provided under this Agree
- 4.2 In the event that the Manufin accordance with Clause

eement and each of the ne relevant time;

Clause of this Agreement of the relevant Schedule;

this Agreement.

ience only and shall have

e plural and vice versa.

exclusive] OR [exclusive] ufacturing and selling the e terms and conditions of

e, the Manufacturer shall enable the Licensee to

ormation to the Licensee cribed in this Agreement, rm part of the Know-How, the contrary from the

uested by the Licensee, censee in order to enable

r sub-Clause 3.3 shall be confirmed in writing if

urs to provide Technical quest for the same.

Assistance Fees and any nical Assistance rendered hedule 3.

e Manufacturer the Initial d Technical Assistance to

der Technical Assistance I invoice the Licensee for



the provision of the sam Assistance ending. The M Assistance Fees payable a payable in accordance with

- 4.3 The Licensee shall pay a <<insert period>> of receipt credit terms agreed in writ from time to time.
- 4.4 In the event that the License sub-Clause 4.3, the Man Assistance and shall charg per annum above the base amount outstanding, before in full. In the event that pay <<insert period>>, the Mar Agreement in accordance w

5. Intellectual Property

- 5.1 Nothing in this Agreement s in the Know-How in the Lic How for the purposes set ou
- 5.2 The Licensee acknowledge How and that nothing in this

6. Confidentiality

- 6.1 Both Parties undertake the authorised in writing by th continuance of this Agreen termination:
 - 6.1.1 keep confidential all
 - 6.1.2 not disclose any Con
 - 6.1.3 not use any Confide contemplated by this
 - 6.1.4 not make any copies any Confidential Info
 - 6.1.5 ensure that (as app agents or advisers d a breach of the provi
- 6.2 Subject to sub-Clause 6. Information to:
 - 6.2.1 any of their sub-cont
 - 6.2.2 any governmental or
 - 6.2.3 any of their employed sub-Clauses 6.2.1 or
- 6.3 Disclosure under sub-Clau

od>> of such Technical all include the Technical able costs and expenses

er sub-Clause 4.2 withing the in accordance with any acturer and the Licensee

yment in accordance with any further Technical <<insert percentage>>% from time to time on the until payment is received g for a period in excess of e right to terminate this

wnership or other interested right to use the Know-

s the owner of the Knowwnership.

by sub-Clause 6.2 or as all at all times during the period>> years] after its

hy other party;

y purpose other than as

or part with possession of

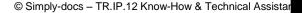
tors, officers, employees, ne by that Party, would be .1 to 6.1.4.

isclose any Confidential

tory body; or

of any party described in

nly to the extent that is



necessary for the purposes law. In each case the discle Confidential Information is described in sub-Clause 6.2 a body, the disclosing Parwritten undertaking from the confidential and to use it demade.

- 6.4 Either Party may use any Co it to any other party, where knowledge through no fault
- 6.5 When using or disclosing C disclosing Party must ens Confidential Information whi
- 6.6 The provisions of this Claus terms, notwithstanding the terms.

7. Manufacturer's Warranties

- 7.1 The Manufacturer hereby wa
 - 7.1.1 the Know-How is o Manufacturer and the provide the Technica
 - 7.1.2 the the Know-How e therein are fully ent party:
 - 7.1.3 no third party has a claimed the same at
 - 7.1.4 to the best of its cule enquiry], the Know encumbrances: and
 - 7.1.5 nothing in the Kno dishonest, untruthful Know-How will infring party.
- 7.2 The Manufacturer gives no beyond those detailed in su any other matters arising ou
- 7.3 The Manufacturer hereby a it does not rely on any wa those expressly set out in breach of any represental Agreement as a warranty, so

8. Licensee's Warranties

8.1 The Licensee hereby warrar 8.1.1 it has the right to ent eement, or as required by orm the recipient that the the recipient is a body nployee or officer of such mit to the other Party a Confidential Information r which the disclosure is

r any purpose, or disclose ation is or becomes public

nder sub-Clause 6.4, the isclose any part of that

e in accordance with their nent for any reason.

at:

y and absolutely by the to grant the rights and is Agreement;

Property Rights subsisting acturer against any third

n the Know-How nor has ctive Date;

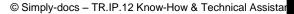
ef [after due and diligent y and all charges and

decent, obscene, illegal, natory and nothing in the tatutory rights of any third

akes any representations ect to the Know-How and

ering into this Agreement, r undertaking other than her waives any claim for ifically contained in this ulently.





8.1.2 it shall pay the Fees

8.1.3 it shall not exceed th

8.2 The Licensee hereby acknown does not rely on any warran expressly set out in this Agrany representation which is warranty, save for those ma

9. Indemnity

- 9.1 The Manufacturer shall inde claim, loss, damage, proce arising, directly or indirectly the Manufacturer of any of out in this Agreement.
- 9.2 The Indemnity in sub-Claus Licensee shall:
 - 9.2.1 notify the Manufactu loss or damage;
 - 9.2.2 consult with the Mar with any such matter
 - 9.2.3 make no agreement without the prior agreement to be unreasonably with the prior agreement to be unreason
- 9.3 The Licensee shall indemnif claim, loss, damage, proce arising, directly or indirectly the Licensee of any of its of this Agreement.
- 9.4 The indemnity in sub-Claus Manufacturer shall:
 - 9.4.1 notify the Licensee a or damage;
 - 9.4.2 consult with the Lice any such matters; an
 - 9.4.3 make no agreement without the prior agre unreasonably withhe

10. Term and Termination

- 10.1 This Agreement shall come in force for the Term of accordance with this Clause
- 10.2 The Term may be renewed this Agreement for success agreement of both Parties.

se 4; and greement.

ng into this Agreement, it tertaking other than those es any claim for breach of ed in this Agreement as a

the Licensee against any or expenses howsoever th or non-performance by ings or warranties as set

ded that in all cases the

ably possible of any claim,

on to be taken in dealing

the payment of any sum urer, such agreement not

Manufacturer against any or expenses howsoever ch or non-performance by or warranties as set out in

ded that in all cases the

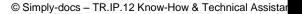
bossible of any claim, loss

be taken in dealing with

the payment of any sum such agreement not to be

e Date and shall continue otherwise terminated in

d conditions as set out in cinsert term>> upon the



10.3 The Manufacturer has the fails to make payments und Clause 4.4.

10.4 Either Party has the right to notice if the other:

- 10.4.1 has committed a n breach is capable of immediately will be of the breach within <<i
- 10.4.2 has an encumbranc receiver appointed or
- 10.4.3 holds a meeting of arrangement, morators same (including an Insolvency Act 1986 administration order
- 10.4.4 has (being an individ (being a company) amalgamation or re company resulting to assume the obligation

10.4.5 ceases, or threatens

- 10.5 Sub-Clause 10.4 shall also of the provisions of that sub-
- 10.6 Any and all obligations of th continue beyond the termin shall survive termination und

11. Post Termination

Upon the termination of this Agree Know-How and any and all mate copies made by the Licensee to the

12. Non-Assignment of Agreement

Neither Party shall have the right manner make over to any third pa without the prior written consent o withheld.

13. Notices

- 13.1 All notices under this Agree if signed by the Party giving as appropriate.
- 13.2 Notices shall be deemed to

greement if the Licensee me period set out in sub-

nt immediately by written

Agreement, unless such se the right to terminate arty has failed to remedy itten notice to do so:

being a company) has a erty;

poses, enters into any n or for the benefit of the ent as defined by the n, becomes subject to an e Insolvency Act 1986);

/ order made against it or cept for the purposes of uch a manner that the rees to be bound by or ty under this Agreement);

iness.

nything analogous to any law of any jurisdiction.

pressly or by their nature piration of this Agreement

Licensee shall return the th, including any and all

-contract, or in any other ourden of this Agreement it not to be unreasonably

ind be deemed duly given authorised officer thereof,



13.2.1 when delivered, if d registered mail) durir

13.2.2 when sent, if trans transmission report of

13.2.3 on the fifth busines ordinary mail, postag

13.2.4 on the tenth busine postage prepaid.

13.3 All notices under this Agr address, e-mail address, or

14. Force Majeure

14.1 Neither Party to this Agree performing their obligations that is beyond the reasonab are not limited to: power faction, civil unrest, fire, floowar, governmental action of Party in question.

14.2 In the event that any event deither Party's obligations period>>, the Parties shall a possible thereafter by negot

15. No Waiver

The Parties agree that no failure to provision in this Agreement shall enforce that provision or any other be deemed to be a waiver of any constitute a continuing waiver.

16. Severance

The Parties agree that, in the evaluation Agreement is found to be unlawfully provisions shall be deemed sever remainder of this Agreement shall be agreement shall be deemed.

17. Law and Jurisdiction

- 17.1 This Agreement (including a therefrom or associated the accordance with, the laws of
- 17.2 Any dispute, controversy, pr this Agreement (including a therefrom or associated the

her messenger (including purs of the recipient; or

e-mail and a successful ted; or

g, if mailed by national

ng, if mailed by airmail,

ssed to the most recent to the other Party.

r any failure or delay in ay results from any cause Such causes include, but Provider failure, industrial acts of terrorism, acts of beyond the control of the

to render performance of in excess of <<insert nent to an end as soon as

e the performance of any the right to subsequently ent. Such failure shall not ent breach and shall not

of the provisions of this nenforceable, that / those of this Agreement. The

ers and obligations arising led by, and construed in

een the Parties relating to rs and obligations arising e jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement before written

SIGNED by

<< Name and Title of person signing for the for and on behalf of << Manufacturer's Nam

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for the for and on behalf of <<Licensee's Name>>

In the presence of <<Name & Address of Witness>>



ed the day and year first

sc

Product(s)

<<Insert a full and detailed description / s by this Agreement>>

ct (or product(s)) covered

sc

Know-How

[<<Attatch complete copies of all documen

OR

[<<Insert a brief description of the Know-H

the Know-How]]

sc

Technical Assistance

<<Insert a detailed specification of the Agreement>>

Technical Assistance Fees

<< Insert a detailed specification of the fees

be provided under this

al Assistance>>

