

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 Information”	means information relating to this Agreement, any 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 Agreement];
“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;

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“Technical Assistance”

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“Technical Assistance Fees”

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1.2 Unless the context otherwise

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- 1.2.3 "this Agreement" is the Agreement and each of the Schedules as amended from time to time at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules) and of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" means the Party or Parties to this Agreement.
- 1.3 The headings used in this Agreement shall be for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.

2. Grant of Rights

The Manufacturer hereby grants to the Licensee the right to use the Know-How solely for the purpose of manufacturing and selling the Product(s) and to utilise the Technical Assistance on the terms and conditions of this Agreement.

3. Know-How and Technical Assistance

- 3.1 Within <<insert period>> of the date of this Agreement, the Manufacturer shall provide all required Know-How to the Licensee to enable the Licensee to manufacture and sell the Product(s).
- 3.2 In the event that the Manufacturer provides information to the Licensee which does not form part of the Know-How, such information shall automatically form part of the Know-How, subject to any express agreement to the contrary from the Manufacturer.
- 3.3 The Manufacturer shall, from time to time, render such Technical Assistance to the Licensee as requested by the Licensee, in order to enable the Licensee to manufacture and sell the Product(s).
- 3.4 Any and all requests for Technical Assistance under sub-Clause 3.3 shall be submitted to the Manufacturer in writing and confirmed in writing if requested.
- 3.5 The Manufacturer shall utilise its best endeavours to provide Technical Assistance within <<insert period>> of the request for the same.
- 3.6 The Licensee shall be required to pay the Manufacturer Assistance Fees and any other costs of Technical Assistance rendered in accordance with the provisions of Schedule 3.

4. Fees and Payment

- 4.1 On the Effective Date, the Licensee shall pay to the Manufacturer the Initial Fee of £<< >> in consideration of the Initial Technical Assistance to be provided under this Agreement.
- 4.2 In the event that the Manufacturer provides Technical Assistance under this Agreement, the Licensee shall invoice the Licensee for the same.

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- 8.1.2 it shall pay the Fees set out in Clause 4; and
- 8.1.3 it shall not exceed the amount set out in Clause 4.
- 8.2 The Licensee hereby acknowledges that, in entering into this Agreement, it does not rely on any warranty or representation other than those expressly set out in this Agreement. The Licensee releases any claim for breach of any representation which is set out in this Agreement as a warranty, save for those made by the Licensee.

9. Indemnity

- 9.1 The Manufacturer shall indemnify the Licensee against any claim, loss, damage, proceedings or expenses howsoever arising, directly or indirectly, in connection with or non-performance by the Manufacturer of any of its obligations or warranties as set out in this Agreement.
- 9.2 The Indemnity in sub-Clause 9.1 shall be provided that in all cases the Licensee shall:
- 9.2.1 notify the Manufacturer of the claim, loss or damage; as soon as is reasonably possible of any claim,
- 9.2.2 consult with the Manufacturer before any action is to be taken in dealing with any such matter;
- 9.2.3 make no agreement to settle the claim, loss or damage without the prior agreement of the Manufacturer, such agreement not to be unreasonably withheld.
- 9.3 The Licensee shall indemnify the Manufacturer against any claim, loss, damage, proceedings or expenses howsoever arising, directly or indirectly, in connection with or non-performance by the Licensee of any of its obligations or warranties as set out in this Agreement.
- 9.4 The indemnity in sub-Clause 9.3 shall be provided that in all cases the Manufacturer shall:
- 9.4.1 notify the Licensee of the claim, loss or damage; as soon as is reasonably possible of any claim, loss or damage;
- 9.4.2 consult with the Licensee before any action is to be taken in dealing with any such matters; and
- 9.4.3 make no agreement to settle the claim, loss or damage without the prior agreement of the Licensee, such agreement not to be unreasonably withheld.

10. Term and Termination

- 10.1 This Agreement shall come into force on the Date and shall continue in force for the Term of the Agreement, unless otherwise terminated in accordance with this Clause.
- 10.2 The Term may be renewed for successive periods of <insert term> upon the agreement of both Parties.

- 10.3 The Manufacturer has the right to terminate this Agreement if the Licensee fails to make payments under Clause 4.4.
- 10.4 Either Party has the right to terminate this Agreement immediately by written notice if the other:
- 10.4.1 has committed a material breach of this Agreement, unless such breach is capable of being remedied and the Party has failed to remedy the breach within <<days>> of written notice to do so;
 - 10.4.2 has an encumbrance (being a company) has a receiver appointed over its assets;
 - 10.4.3 holds a meeting of creditors or enters into any arrangement, moratorium or composition for the benefit of the creditors (including any arrangement or composition as defined by the Insolvency Act 1986), or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 10.4.4 has (being an individual) been adjudged bankrupt or (being a company) has been wound up, amalgamated or reconstituted in such a manner that the Licensee is bound by or assumes the obligations of the Licensee under this Agreement);
 - 10.4.5 ceases, or threatens to cease, to carry on its business.
- 10.5 Sub-Clause 10.4 shall also apply to the Licensee in anything analogous to any of the provisions of that sub-clause under the law of any jurisdiction.
- 10.6 Any and all obligations of the Licensee shall survive termination and expiry of this Agreement.

11. Post Termination

Upon the termination of this Agreement, the Licensee shall return the Licensee's Know-How and any and all material and immaterial copies made by the Licensee to the Licensor, including any and all copies of this Agreement.

12. Non-Assignment of Agreement

Neither Party shall have the right to assign, sub-contract, or in any other manner make over to any third party its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. Notices

- 13.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party giving notice or by an authorised officer thereof, as appropriate.
- 13.2 Notices shall be deemed to have been given to the Licensee at the address set out in the License Agreement.

- 13.2.1 when delivered, if delivered by registered mail) during business hours of the recipient; or
- 13.2.2 when sent, if transmitted by e-mail and a successful transmission report obtained; or
- 13.2.3 on the fifth business day following, if mailed by national ordinary mail, postage prepaid;
- 13.2.4 on the tenth business day following, if mailed by airmail, postage prepaid.
- 13.3 All notices under this Agreement shall be sent to the most recent address, e-mail address, or telephone number of the other Party.

14. **Force Majeure**

- 14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement that results from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disasters, Provider failure, industrial action, civil unrest, fire, flood, war, governmental action or any other event beyond the control of the Party in question.
- 14.2 In the event that any event occurs that prevents either Party's obligations under this Agreement for a period of <<insert period>>, the Parties shall attempt to render performance of the obligations in excess of <<insert period>> to an end as soon as possible thereafter by negotiation.

15. **No Waiver**

The Parties agree that no failure to exercise a right or the performance of any provision in this Agreement shall constitute a waiver of any other provision or any other breach of this Agreement. Such failure shall not constitute a continuing waiver.

16. **Severance**

The Parties agree that, in the event any provision of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

17. **Law and Jurisdiction**

- 17.1 This Agreement (including any amendments) shall be governed by, and construed in accordance with, the laws of the jurisdiction specified in the Agreement.
- 17.2 Any dispute, controversy, or claim arising out of or relating to this Agreement (including any amendments) shall be referred to the jurisdiction of the courts of the jurisdiction specified in the Agreement.

of England and Wales.

IN WITNESS WHEREOF this Agreement was made the day and year first before written

SIGNED by
<<Name and Title of person signing for the
for and on behalf of <<Manufacturer's Name>>

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>>

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Product(s)

<<Insert a full and detailed description / s
by this Agreement>> ct (or product(s)) covered

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Know-How

[<<Attatch complete copies of all documents related to the Know-How]]

OR

[<<Insert a brief description of the Know-How]]

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Technical Assistance

<<Insert a detailed specification of the Technical Assistance to be provided under this Agreement>>

Technical Assistance Fees

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