

UK-COMmfg03

Prototype development agreement

[ABC Ltd]

AND

[DEF Ltd]

Dated: [Date]

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This agreement is dated: [date]

It is made between:

[ABC Ltd], a company incorporated in England and Wales [under company registration number [number] and] whose [] ([] “ ”);

and

[DEF Ltd], a company incorporated in England and Wales [under company registration number [number] and] whose [] ([] “ ”).

Background:

- A. The Client is a designer, manufacturer and merchant of high performance cycles. Wheely is [] .
- B. The Client has ideas and preliminary drawings of a wheel it [] .
- C. The Parties have agreed that the Manufacturer will undertake the detailed design of the Super Fizz Wheel and the manufacture [] .

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, [] :

“Affiliate”	means, with respect to any person, any human individual, or corporate body, or organisation of people acting together, who is able to Control its affairs or actions; [] .
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“Confidential Information”	means all information about a Party, including any information which may give a commercially competitive advantage to []
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“Incoterm”

means latest version of pre-defined commercial rules of international trade published by ■■■■ ■■■■ 2020 .

“Intellectual Property”

means intellectual property of every sort, whether or not registered or registrable in any country, including ■■■■ ■■■■ ;

and including:

patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-how, creations and inventions, moral rights, together with all rights ■■■■ ■■■■ ■■■■ ■■■■ .

concepts, ideas, designs, inventions, improvements, discoveries, data, processes, methods, techniques, know-how, and information, ■■■■ ■■■■ ■■■■ .

“Know-how”

means scientific or technical information, and other procedures and ways of working and organising ■■■■ ■■■■ .

“Licensed Material”

means Intellectual Property and machines, prototypes, models, finished goods, and all other tangible and intangible things which are now or may in future be, ■■■■ ■■■■ , ■■■■ ■■■■ ■■■■ .

“Party”

means one of the parties to this agreement, ■■■■ ■■■■ .

“Product”

means the [\[Super Fizz Wheel\]](#) or any other product which ■■■■ ■■■■ ■■■■ .

“Project”	means the work to be done under the ■■■■ ■■■■■■■■■■.
“Specification”	means the detailed specification set out ■■■■ ■■■■ 1 .
“Stage”	means one of a series of stages in making Prototypes of the Product, ■■■■ ■■■■■■■■■■.
“Standards”	means the standards, protocols and regulatory requirements as ■■■■ 2 .

This agreement shall be interpreted as ■■■■■■■■■■.

- 4

- [illegible]

3. Entire agreement

- 3.1. This agreement contains the entire agreement between the Parties and supersedes all .
- 3.2. Conditions, warranties or other terms implied by statute or common law in any country, are excluded .
- 3.3. Each Party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information .
- 3.4. As an exception to the last previous sub paragraph, the Parties do rely :

[Enter list of other docs and dates ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

4. Client's warranties

The Client warrants that:

- 4.1. it is either the owner of the entire right, title and interest in and to the Licensed Material or it has been granted a licence to those rights and that any such [REDACTED];
- 4.2. use of the Licensed Material by the Manufacturer does not infringe [REDACTED];
- 4.3. it has power to enter [REDACTED] [REDACTED].
- 4.4. it is not insolvent and knows of no circumstance which would [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 4.5. it has taken out a policy [REDACTED]
[REDACTED] £ [REDACTED].

5. Manufacturer's warranties

The Manufacturer warrants that:

- 5.1. It is a registered [what, if any?] and is certified to [ISO 9001] [12345] [28] , .
- 5.2. it is not aware of anything within .
- 5.3. it has the necessary experience, all necessary , , .
- 5.4. it is not a party to any other , , .

- 5.5. it has taken out a policy
 £ [.....].

6. Scope of work

The Manufacturer shall:

- 6.1. complete the design of the Product.
- 6.2. prepare a series of 20 Prototypes. .
- 6.3. for each Prototype Stage, submit 20 Prototypes for evaluation. .
- 6.4. complete the 20 Prototypes. .

7. Representative liaison and design reviews

- 7.1. With effect from today each of the parties will nominate a representative who will be [REDACTED].
- 7.2. At completion of each Stage, the Manufacturer shall call a design review [REDACTED].
- 7.3. The representative of a Party at a design review meeting shall be a person with [REDACTED], [REDACTED].
- 7.4. If the Client fails to attend a design review meeting after notice [REDACTED] [REDACTED], [REDACTED].

9. Regulatory approvals

- [illegible]

10. Setup costs

- 10.1. The costs of tools and materials shall be 3% of the total cost of the work.
- 10.2. The Client has approved the list and quantity of materials, and the Contractor shall be responsible for the quality of the work.
- 10.3. The Client shall buy, and the Contractor shall be responsible for the quality of the work.

OR

- #### 10.4. The Manufacturer

11. Design price and payment

- [illegible]

17. On site audits

- 17.1. On notice of at least [seven] days, the Client 's, its partners, financial supporters and its customers' representatives may attend at ■■■■■
■■■■■
■■■■■
■■■■■ . ■■■■■
■■■■■
■■■■■
■■■■■ , ■■■■■ .
- 17.2. On notice of at least [seven] days, the Client and/or any professional advisor, may attend at ■■■■■
■■■■■ , ■■■■■
■■■■■ , ■■■■■ . ■■■■■
■■■■■ , ■■■■■
■■■■■
■■■■■ .

OR

- [illegible]

AND

- [illegible]

18. Limitation of liability

18.1. The law differs from one

18.2. The Manufacturer shall not
..... :

18.2.1 indirect or consequential loss; or

18.2.2 economic loss or other ■■■■■■■■■■ , ■■■■ , ■■■
■■■■■■■■■■ : ■■■■

[illegible]

The above provisions apply even if such

18.3. Except in the case of death or personal injury, the total liability of the Manufacturer under _____, _____, _____
_____ £ [10 , 000]. _____
_____, _____
_____.

[illegible]

18.5. Conditions, warranties or other terms implied by _____
 _____,
 _____.

18.6. The Manufacturer is not
 :

[illegible]

21. “Work made for hire”

[illegible][illegible][illegible][illegible]

OR

21.5. [■■■■■■■■■■ 2] ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■ ,
 ■■■■■■■■■■ [■■■■■■■■■■ 1], ■■■■■■■■■■
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21.6. [■■■■■■■■■■ 2] ■■■■■■■■■■
 ■■■■■■■■■■ [■■■■■■■■■■
 ■■■■■■■■■■ 1] ■■■■■■■■■■
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21.7. [■■■■■■■■■■ 2] ■■■■■■■■■■
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 ■■■■■■■■■■ 1], ■■■■ [■■■■■■■■■■ 1] ■■■■■■■■■■
 ■■■■■■■■■■ .

21.8. [■■■■■■■■■■2]■■■■■■■■[■■■■■■■■■■■■■■1
]
■■
■■■■■■■■[■■■■■■■■■■■■■■2]■■■■■■■■■■■■■■■■■■■■

25. Third party infringement

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

26. Duration and termination

.....

, :

26.1. By mutual agreement on an agreed date.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

26.4.5 ■■■■■■■■■■, ■■■■■, ■■■■■, ■■■■■, ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■;

28.2. Neither Party shall:

28.2.1 make any public announcement; or

28.2.2 disclose any information; or

[illegible]

.....

[illegible]

29. Assignment

[illegible]

OR

[illegible][illegible]

[illegible][illegible]

33.15. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$

Signed by / on behalf of the named Parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

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print name
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print name
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Schedule 1: Detailed specification and phases

Schedule 2: Standards

Schedule 3: List of setup tools and equipment

Schedule 4: Press release

Explanatory notes:

Prototype development agreement

General notes:

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Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

Here we have provided a very full menu of items to cover in “Confidential Information”. Depending on your business, ■■■■■■■■■■■■■■■■■■
■■■■■■■■.

If your counter-party is in the UK, you may decide to remove or abbreviate the lists in “Intellectual Property”. We have included them, first to make sure your

16. Visitors

17. On site audits

18. Limitation of liability

19. Use of sub-contractors

20. Confidential Information

21. “Work made for hire”

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