

UK-COMmfg05

Food manufacturing agreement

[ABC Ltd]

AND

[DEF Ltd]

Dated: [Date]

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This agreement is dated: [date]

It is made between:

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

and

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

Background:

- A. The Client is a food product intermediary for made up sauces for restaurant and retail trade. [] .
- B. The Client and the Manufacturer have agreed that production of the “Hot Stuff” range of sauces, the recipes to which are owned by the Client, shall [] .

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; [] .
- “Confidential Information” means all information about a Party, including any information which may give a commercially competitive advantage to [] . [] :
information about employees, their performance

designs, copyrights, Know-how, creations and inventions, moral rights, together with all rights which are derived

“Know-how”

[illegible]

“Recipe”

means Intellectual Property in the list of ingredients, their relative quantities, colours, sources and the ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■.

“Party”

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

“Product”

means the “Hot Stuff” range of sauces created by the Client and all other

“Specification”

means the detailed specification set out ■ ■ ■ ■ ■
■ ■ ■ 1 .

“Standards”

means the standards, protocols and regulatory requirements as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2

2. Interpretation

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

- [illegible]

2.4. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context ■■■■■■ . ■■■■■■
■■■■■ .

2.5. The headings to the paragraphs and schedules to this agreement are inserted for convenience ■■■■■■
■■■■■ .

2.6. Any agreement by Party not to do or omit to do something includes an obligation not to allow some other ■■■■■■
■■■■■ .

2.7. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, ■■■■
■■■■■
■■■■■ .

2.8. The words “without limitation” shall be deemed to follow any use of the words “■■■■■” ■■■■ “■■■■■” ■■■■ .

2.9. All money sums mentioned in this agreement are calculated net of VAT, which ■■■■■■ .

2.10. This agreement and its schedules / attachments are to be taken together so as to give effect to all of them as far as possible with each document helping to interpret the others. But if there is any conflict or
■■■■■
■■■■■ , ■■■■■■
■■■■■ .

2.11. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or ■■■■■■
■■■■■ , ■■■■■■
■ .

3.1. This agreement contains the entire agreement between the Parties and supersedes all ■■

- 3.2. Conditions, warranties or other terms implied by _____, _____, _____, _____.
- 3.3. Each Party acknowledges that, in entering into this agreement, _____, _____, _____.
- 3.4. As an exception to the last _____, _____ :
[Enter list _____]








4. Manufacturer's warranties

The Manufacturer warrants that:

- [illegible]

5. Scope of work

The Manufacturer shall:

- 5.1. complete all necessary refinements to the Recipe.
- 5.2. complete the testing and  .
- 5.3. obtain whatever regulatory and other governmental approvals  /  .
- 5.4. the Client shall assist the Manufacturer   .
- 5.5. manufacture the Product   .

6. Representative liaison and Recipe design reviews

- 6.1. With effect from today each of the parties will nominate a representative who will be [REDACTED].
- 6.2. [Periodically / once each month], the Manufacturer shall call a review [REDACTED].
- 6.3. The representative of a Party at a Recipe review meeting shall be a person with [REDACTED], [REDACTED].
- 6.4. So far as the Client suggests changes [REDACTED], [REDACTED].
- 6.5. After each change to any part of the Recipe design [REDACTED], [REDACTED] [7] [REDACTED].

10.6.1 all production cost shall be included;

10.6.2 the design team [REDACTED]
[REDACTED].

10.6.3 a fixed sum of £ [REDACTED]
[REDACTED], [REDACTED] - [REDACTED].

11. Production price

11.1. The price payable by [REDACTED]
[REDACTED]:

For the first [1000] [REDACTED] £ [REDACTED]

For the next [5000] [REDACTED] £ [REDACTED]

For each additional unit £ [number]

11.2. The price shall be increased on the first [REDACTED]
[REDACTED]
[REDACTED] [REDACTED].

11.3. If the Client requires delivery to some place other than [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

12. Transportation

[There are many ways and alternative deals possible. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
].

12.1. The following Incoterms [REDACTED]
[REDACTED]:

12.1.1 EXW [named [REDACTED], [REDACTED]] [REDACTED]®
2020 .

12.1.2 FCA [named [REDACTED], [REDACTED]] [REDACTED]® 2020
.

- [illegible]

14. Visitors

- 14.1. The Manufacturer agrees to host visits by customers of the Client or other people whom [REDACTED], [REDACTED]. [REDACTED]. [REDACTED].
- 14.2. There shall be no more than [one] visit [REDACTED]. [REDACTED] [REDACTED] [REDACTED] [REDACTED].
- 14.3. The Client undertakes to inform every visitor of [REDACTED], [REDACTED].
- 14.4. The Client must make [REDACTED].

15. On site audits

- [illegible]

- 15.2. On notice of at least [seven] days, the Client and/or any professional advisor, may attend at _____ , _____ , _____ . _____ , _____

OR

- 15.3.** The Parties agree that within [number] days after the end of each period of [six] months, based on the financial year of the Manufacturer/
[redacted], [redacted], [redacted]
[redacted]'s
[redacted].
[redacted].
[redacted]
[redacted]

AND

- [illegible]

- 15.5. The provisions of this paragraph apply equally to any sub-
 .
 -
 .

- 15.6. If any discrepancy is found in _____, _____
 _____ [_____] _____.

16. Use of sub-contractors

The Manufacturer shall not sub-

OR

The Manufacturer may perform any or _____
_____ - _____ :

[illegible]

OR

16.2. The Manufacturer must first obtain the written consent _____

_____ :


[illegible]

16.4. The Manufacturer indemnifies the Client fully against any

16.5. So far as work under this ■■■■■■■■■■ - ■■■■■■■■■■
■■■, ■■■■■■■■■■ [■■■■].

17. Confidential Information

17.1. The Parties are aware that, as a result of this agreement, they will each have access to and be entrusted with Confidential Information of the other. All Confidential Information and other data, [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] - [REDACTED], [REDACTED], [REDACTED] [REDACTED] [REDACTED];

17.3. 

[illegible]

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

.....
 []

[illegible][illegible]

19.3. [REDACTED]
[REDACTED]'s [REDACTED]
[REDACTED].

19.4. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED].

OR

19.5. [REDACTED 2] [REDACTED]
[REDACTED]
[REDACTED],
[REDACTED] [REDACTED 1], [REDACTED]
[REDACTED].

19.6. [REDACTED 2] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED 1] [REDACTED]
[REDACTED].

19.7. [REDACTED 2] [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED 1], [REDACTED] [REDACTED 1] [REDACTED]
[REDACTED].

19.8. [REDACTED 2] [REDACTED] [REDACTED 1]
[REDACTED]
[REDACTED] [REDACTED 2] [REDACTED]

19.9. [REDACTED 2] [REDACTED] [REDACTED]
[REDACTED 1] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED 2] [REDACTED]
[REDACTED].

20. Duration and termination

This agreement may be terminated:

20.1. By mutual agreement on an agreed date.

OR

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

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

Schedule 1: Detailed specification

Schedule 2: Standards

Schedule 3: Packaging and labelling

Schedule 4: Press release

Schedule 5: Delivery locations

Explanatory notes:

Food manufacturing agreement

General notes:

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Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

[illegible]

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

[illegible]

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

■ ■ ■ ■ ■ ■ ■ ■ ■ 2.

8. Production specification and Materials coverage

arrangements ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

9. Packaging and delivery

A menu covering alternative delivery requirements. Edit ■■■■■■
 ■.

10. Design, development and preliminary costs and payment

Product development is usually paid for based either on cost plus uplift or fee for reaching milestones. We have provided for payment based on cost plus uplift. This text provides for a single ■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ “■■■■” ■■■■■■■■■■■■■■■■■■■■■■.

11. Production price

A framework of practical business provisions. Whatever cost that will incur during the production of the products. ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

12. Transportation

This and the following paragraph are relevant only to export orders. By all ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

We have left the mode of transport open. We strongly advise that you use an Incoterm because delivery, risks and costs are considered critical points in a sale contract cross the border. Parties to a contract are often unaware that there are different trading practices in their respective countries, for example FOB for an American

<http://www.ukcustomssolutions.co.uk/incoterms/>

<https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>

<https://www.gov.uk/guidance/international-trade-paperwork-the-basics#export-documentation>

17. Confidential Information

We have given you a very full

18. Protection of Intellectual Property

[illegible]

19. “Work made for hire”

We have provided the
.....

In most Western countries, the originator of any “work” has a packet of rights.
If he does not

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] “ [REDACTED] ” [REDACTED]. [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].

The USA is particularly strong on this point. In the USA, I can enforce my right to what I have created far more easily than in [redacted]. “ [redacted] [redacted] ” [redacted] [redacted] 1976 , [redacted] [redacted] [redacted] [redacted] , [redacted] [redacted] . [redacted] [redacted] “ [redacted] ” [redacted] [redacted] . [redacted] [redacted] [redacted] [redacted] . [redacted] [redacted]

[redacted]

20. Duration and termination

[illegible]

Note that in a very few words, we have

“ ” .

.

