

ZA-IPipp42

## **Architectural, fashion or industrial design contract**

## Contents

1. Definitions
2. Interpretation
3. Relationship of parties
4. Preliminary warranties
5. Work under this contract
6. New Intellectual Property
7. Payment
8. Security of ABC Client's systems
9. Use of sub-contractors
10. No competition
11. Confidential Information
12. Warranties concerning Work by Archie Tect
13. Indemnity by Archie Tect
14. Insurance
15. Taxation
16. Termination of this agreement
17. Miscellaneous matters

Schedule: Specification of Work on the Project

**This agreement is dated [date]**

and made between:

ABC Limited, a company incorporated in the Republic of South Africa [under  
company registration number [number] and] [  
], (“ ”);

And Archie Tect, whose private address is: [ ], (“ ”).

**It is now agreed as follows:**

## **1. Definitions**

“Confidential Information” means all information about ABC Client, including any information which may give a commercially competitive advantage to

.

information about staff, their performance and

,

information about the Intellectual Property, the know-how and all

;

information created or arising from this agreement;

information, comment or implication published on

.

“Intellectual Property” means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-

,

.

“New IP” means any Intellectual Property:

written, discovered or arising from a Project or from the activity

;

including not only new developments but also improvements to and

;

whether or not created by Archie Tect;

whether after specific consideration or by accident;

even if created by a partner, employee or sub-contractor of Archie Tect outside

.

“Project”

means a particular piece of work undertaken by Archie Tect for ABC

.

“Work”

means work on a Project, done from time to time

.

## 2. Interpretation

In this agreement:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted .
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation .
- 2.3. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a , , - .
- 2.4. a reference to a paragraph or schedule (if any) is to a paragraph or schedule to this agreement unless the context otherwise ( ) .

- 2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.7. a reference to the knowledge, information, belief or awareness
- 2.8. the words “without limitation” shall
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement

### 3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership,
- 3.2. Neither party shall have, nor represent that he

### 4. Preliminary warranties

Archie Tect confirms that:

- 4.1. he is not aware of anything within

4.2. neither he nor any of his employees, agents or

;

4.3. he does not now perform or intend to perform, during the term of this agreement, consulting or other services for,

## 5. Work under this contract

5.1. This is an “umbrella” agreement so that every Project provided by ABC

5.2. If any variation to this agreement is required in respect of any Project, that

5.3. Any such variation as mentioned above shall

5.4. ABC Client has no

5.5. Following completion of any Project, ABC Client shall have [\[30\]](#)

5.6. If ABC Client rejects Work, Archie Tect , [ 21 ]

5.7. Details of the first Project are attached

## 6. New Intellectual Property

6.1. In completing this project,

6.2. For the purpose of copyright law in any country or jurisdiction,

“ ” “ ”

6.3. Archie Tect agrees that he will not:

6.3.1 claim nor register any intellectual property right relating to

;

6.3.2 represent that he is the owner of

;

6.3.3 publish any words or take any action whatever, which tend to denigrate

, , ,

;

6.4. For the sake of good order, Archie Tect now assigns to

, ,

, .

6.5. Archie Tect agrees to waive his right (if )

.

6.6. Archie Tect undertakes to do whatever is necessary from time to

.

.

## 7. Payment

- 7.1. Within [seven] days of completing a ,  
[ ].
- 7.2. Each invoice must specify the Project .
- 7.3. Each invoice shall specify the bank name, bank ,  
, , , .
- 7.4. No expense or extra cost .
- 7.5. Payment shall be made by ABC Client within [ 14 ] .
- 7.6. Within [28] days of receipt of an invoice, ABC Client may ,  
 .

## 8. Security of ABC Client's systems

Archie Tect now agrees that ,  
:

- 8.1. access any information in any medium, in ,  
;
- 8.2. modify, copy, or  
;
- 8.3. copy nor install data  
;
- 8.4. download any of  
;
- 8.5. collect or use , , ;



8.6. collect or use any information

## 9. Use of sub-contractors

Archie Tect may perform any or all

9.1. Archie Tect must first obtain the written consent of ABC Client to

OR

9.2. Archie Tect must first obtain the written consent

9.3. Archie Tect remains liable for

9.4. Archie Tect agrees that he will indemnify ABC Client fully

9.5. if Archie Tect engages employees or sub-contractors to work on a Project, he shall ensure that every such

9.6. A permitted sub-

9.7. ABC Client will have neither obligation nor

OR

9.8. So far as any Work is

OR

9.9. Archie Tect shall not sub-

## 10. No competition

Archie Tect agrees that:

10.1. he will not within three years of the termination date by any means and neither for himself nor for any other person, directly

,

;

10.2. he will not within three years of the termination date neither for the itself nor for any

,

;

10.3. he will not within three years of the termination date by any means and neither for itself nor

,

;

10.4. the provisions of this paragraph

## 11. Confidential Information

11.1.

,

,

.

11.2.

,

, [ ]  
 , :  
 11.2.1 , ;  
 11.2.2 ,  
 ;  
 11.2.3 , ,  
 [ . . . . ]  
 11.2.4 ;  
 11.2.5 ( );  
 11.2.6 ( )  
 .  
 11.3. -  
 .  
 11.4. - ,  
 ( )  
 .

## 12. Warranties concerning Work by Archie Tect

Archie Tect warrants as follows:

12.1.

;

12.2.

;

12.3.

, , , , , ;

12.4.

.

12.5.

.

12.6.

, , , , , .

## 13. Indemnity by Archie Tect

13.1.

,  
:

13.1.1

;

13.1.2 his breach of this agreement;

13.1.3

, , , ;

13.1.4

;

13.2.

(

)

, (“ ”)

.

## 14. Insurance

14.1.

:

14.1.1

[ 1 , 000 , 000 ];

14.1.2

000 , 000 ];

[ 1 ,

14.1.3

000 , 000 ];

[ 1 ,

14.1.4

/

[ 1 , 000 , 000 ];

.

14.2.

,

12

.

## 15. Taxation

15.1.

.

15.2.

,

.

,

-

.

15.3.

.

## 16. Termination of this agreement

16.1. This agreement takes effect immediately.

16.2. [ 28 ]

16.3.

16.4.

## 17. Miscellaneous matters

17.1.

17.2.

17.3.

17.4.

17.5.

17.6.

17.7.

It shall be deemed to have been delivered:

;

72 ;

- : 24

.[

]

17.8.

**Signed by** [personal name] on behalf of [ABC Client] as its representative who personally accepts liability for the proper authorisation by [ABC Client] to enter into this agreement.

**Signed by** Archie Tect personally:

## **Schedule:      Specification of Work on the Project**

[

]



## Explanatory Notes:

**Architectural, fashion or industrial design contract**

## Paragraph Specific Notes:

Notes referring to specific paragraphs

### 1. Definitions

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

The definition relating to the subject matter of the agreement requires particular care on your part. The better you can define it,

As for words chosen - that is for you. We have used "Archie Tect" for the contractor. You can change to some derivation of their real name or use a legal type of word, like "Contractor" or "Draftsman". Similarly,

" " " "

By all means use the search/replace function in your word processor to change them. However, if you do change the defined word, make sure

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

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

### 3. Relationship of parties

We have no comment

### 4. Preliminary warranties

These warranties set the scene

**5. Work under this contract**

Sets up the “umbrella”

**6. New Intellectual Property**

New IP is a defined term. This is a most important provision, particularly if you are dealing with a contractor based abroad. International law on who owns newly created intellectual property is complicate and muddled. Copyright law in most jurisdictions assumes

**7. Payment**

This is a suitable system. We have no

**8. Security of ABC Client’s systems**

Tough provisions to protect your organisation

**9. Use of sub-contractors**

When you contract for any work, you cannot know whether your contractor has employees or self employed people: sub-contractors. It is therefore important to provide for the possibility that he may be using self employed people and not employees. If

**10. No competition**

Basic provisions to prevent competition (similar to what you might find in a director’s service contract) leave the last

**11. Confidential Information**

A full provision to cover this important subject.

" "

.

## **12. Warranties concerning Work by Archie Tect**

This is a ,

.

## **13. Indemnity by Archie Tect**

This paragraph is cleverly worded to protect all your people as individuals as

,

" "

.

,

.

## **14. Insurance**

No matter how strong is Archie Tect financially, you cannot

.

.

.

## **15. Taxation**

A basis of taxation can change at the whim of a government.

,

,

,

.

## **16. Termination of this agreement**

Termination of the agreement is not the same as

.

.

## **17. Miscellaneous matters**

A number of special points we have identified each of these as important

.

,

.

.

**End of notes**