**MANUFACTURING AND DISTRIBUTING AGREEMENT**

This MANUFACTURING AND DISTRIBUTING AGREEMENT, herein referred to as the “Agreement,” is made and entered into on the [NTH] day of [MONTH], [YEAR], by and between:

[INSERT THE NAME OF THE COMPANY] (referred to as the “Licensor”) a [INSERT THE TYPE OF BUSINESS OF THE COMPANY, EX. CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP] duly registered and recognized as an entity under the laws of [SPECIFY STATE OF REGISTRATION], and is maintaining its principal place of business at [INSERT THE COMPLETE LOCATION OF THE COMPANY, INCLUDING ITS CITY, STATE AND ZIP CODE].

AND

[INSERT THE NAME OF THE COMPANY] (referred to as the “Licensee”) a [INSERT THE TYPE OF BUSINESS OF THE COMPANY, EX. CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP] duly registered and recognized as an entity under the laws of [SPECIFY STATE OF REGISTRATION], and is maintaining its principal place of business at [INSERT THE COMPLETE LOCATION OF THE COMPANY, INCLUDING ITS CITY, STATE AND ZIP CODE].

RECITALS

WHEREAS, the Licensor is engaged in the business of [SPECIFY THE NATURE OF BUSINESS OF THE LICENSOR, ITS PRODUCT AND SERVICES AND ITS CLAIM ON THE RIGHTS IT INTENDS TO ASSIGN TO THE LICENSEE];

WHEREAS, the Licensee is engaged in the business of [SPECIFY THE NATURE OF BUSINESS OF THE LICENSEE, ITS PRODUCT AND SERVICES];

WHEREAS, [INSERT THE COMPANY NAME OF THE LICENSOR] hereby intends to grant [INSERT THE COMPANY NAME OF THE LICENSEE] the license to manufacture its products under its TRADEMARKS and distribute the same in accordance with the stipulations of this Agreement.

WHEREAS, [INSERT THE COMPANY NAME OF THE LICENSEE] expresses its desire to manufacture and distributes the products under the registered TRADEMARKS of the herein Licensor.

NOW, THEREFORE, taking into consideration the mutual understanding and promises undertaken, and for other valuable and favorable consideration, [INSERT THE COMPANY NAME OF THE LICENSOR] and [INSERT THE COMPANY NAME OF THE LICENSEE] willfully enter into this Agreement under the following terms:

1. REPRESENTATIONS

1.1. THE LICENSOR. The following are the warranties and representations undertaken by [INSERT THE COMPANY NAME OF THE LICENSOR]:

1. That it has full authority, right and power to enter and be bound by this Agreement;

2. That it lawfully owns the licenses that are subject to this Agreement solely and exclusively;

3. That this Agreement does not contravene or prejudice any other Agreements in which the Licensor is a party thereto;

4. That the Licensor’s rights to the products subject to this Agreement are currently free from any other claims, encumbrances, restrictions and any other limitations that may prejudice the Licensee.

1.2. THE LICENSEE. The following are the warranties and representations undertaken by [INSERT THE COMPANY NAME OF THE LICENSEE]:

1. That it has full authority, right and power to enter and be bound by this Agreement;

2. That this Agreement does not contravene or prejudice any other Agreements in which the Licensee is a party thereto;

3. That it has no reason to believe nor knowledge or information of any kind to indicate that Licensor’s rights to the products subject to this Agreement is/are invalid or unenforceable partly or wholly. The Licensee further warrants that it has no reason to believe nor knowledge or information of any kind which would tend to indicate that it has or any third party has any claims over any rights or TRADEMARKS that are subject to this Agreement.

2. OWNERSHIP AND GRANT OF LICENSES

2.1. [INSERT THE COMPANY NAME OF THE LICENSOR] shall retain full ownership of all the legal rights, title and all interests of all the products and TRADEMARKS that are covered by this Agreement. In no way shall this Agreement be construed that the Licensor surrendered and conferred any title, rights or interests to the Licensee, unless otherwise clearly and expressly set forth herein. The rights granted to the Licensee is limited only to the Manufacturing and Distribution of the products covered under this Agreement by virtue of a grant of the License for that purpose.

2.2. [INSERT THE COMPANY NAME OF THE LICENSEE] shall retain full ownership of all the legal rights, title and all interests of all the products and TRADEMARKS under its name prior to the commencement of this Agreement. In no way shall this Agreement be construed that the Licensee surrendered and conferred any title, rights or interests to the Licensor of any or all of its products and TRADEMARKS that the Licensee owned or acquired or on any of the improvements thereon, unless otherwise clearly and expressly set forth herein.

2.3. Both parties agree that this section does not confer any right covered under INTELLECTUAL PROPERTY RIGHTS of the other party, or otherwise, except when this Agreement expressly provides to that effect.

3. GRANT OF LICENSE AND RIGHTS

[INSERT THE COMPANY NAME OF THE LICENSOR] grants the following Licenses to [INSERT THE COMPANY NAME OF THE LICENSEE]:

3.1. Manufacture of Licensed Products. Licensor hereby grants, within the Territory Authorized in this Agreement, the exclusive license to the Licensee, included therein is the right to enter into sublicense contract with any third party within the term or upon termination of this Agreement, to use the trademarks, service marks in the manufactured goods in connection with the Manufacture of LICENSED PRODUCTS covered in this Agreement upon the effectivity thereof. Provided, however, any goodwill associated with the use of the above-mentioned registered Trademarks shall be vested solely to the Licensor.

3.2. Distribution of Licensed Products. Licensor hereby grants, within the Territory Authorized in this Agreement, a non-exclusive license to the Licensee, included therein is the right to enter into sublicense contract with any third party within the term or upon termination of this Agreement, to use the trademarks, service marks in the manufactured goods in connection with the Distribution of LICENSED PRODUCTS covered in this Agreement upon the effectivity thereof. Provided, however, any goodwill associated with the use of the above-mentioned registered Trademarks shall be vested solely to the Licensor.

3.3. [INSERT THE COMPANY NAME OF THE LICENSOR] expressly reserves all of its Trademark rights with the exception of those expressly licensed to [INSERT THE COMPANY NAME OF THE LICENSEE] as provided for under this Agreement. Nothing in this Agreement shall be construed to preclude the Licensor to grant further licenses to other prospective Licensee for the use or utilization of the TRADEMARKS in any way it deemed applicable so long as such further grant does not in any manner conflict with the licenses granted to [INSERT THE COMPANY NAME OF THE LICENSEE] hereunder.

4. DUTIES AND OBLIGATIONS

4.1. Upon the perfection of this Agreement, the Licensor undertakes to promptly provide to the Licensee all the product formulas, specifications, recipes, product design, product packaging, and any information or documentation essential to the production of the licensed product in accordance to the quality and standard of product to be manufactured in pursuant to the provisions of this Agreement.

4.2. Upon the perfection of this Agreement, the Licensor undertakes to immediately provide the Licensee all product documentation relevant to the efficient distribution of the Licensed Product, as may be requested by the Licensee in pursuant to this Agreement.

4.3. Upon the perfection of this Agreement, the Licensor undertakes to provide the Licensee the Authorized Customer List within the established network of customers covered under the Authorized Territory covered in this Agreement.

4.4. The Licensee commits to undertake best efforts manufacture and distribute the Licensed Products within the Authorized Territory. And further commits to adhere to the manufacturing standards set by the Licensor in accordance with the defined specifications.

4.5. The Licensee shall make the delivery to the Licensor any and all the required payments as they come due in compliance with the provisions of this Agreement. The payment shall be in [SPECIFY APPLICABLE CURRENCY].

4.6. The Licensee, working, with the Licensor, shall exercise all measures and actions necessary to protect the rights of the Licensee to the Licensed Products, Trademarks and Licensed Technology in the Authorized Territory. Such actions necessarily include but not limited to revocation of registration fraudulently procured by third parties, defend any oppositions, bring any oppositions to trademark applications which may violate the rights of the Licensor. All costs or expenses incurred in enforcing these rights, and all other related expenses shall be borne by the Licensor.

4.7. The parties hereby agree to work in a coordinated manner to support and service the customers who place orders for the Licensed Product. Such customer service support includes the act of providing advice, information, and assistance to the customers. The licensor undertakes the responsibility to take care of the customers under the Authorized Customer List which was forwarded to the Licensee in compliance with the provisions of this Agreement. The Licensee hereby agrees to take responsibility for supporting those customers of Licensed Product who placed their orders as a result of the Licensee’s efforts to sell and market the products. These customers are necessarily not included in the Authorized Customer List.

4.8. Upon reasonable request from the Licensor and at no cost provided such request does not exceed once every [INSERT AGREED NUMBER OF MONTHS OR YEAR TO GET SAMPLES AND QUALITY CONTROL], the Licensee shall submit to the Licensor sample copies of advertisements, product packaging, promotional materials, or any other materials showing the registered marks as being used by the Licensee in connection with the manufacturing, distribution and even sale of the Licensed Product. The Licensor may also request the following: labels, brochures, actual advertisements, product packages, flyers, website pages which are printed or copies of any other electronic media which the Licensee used to market and distribute the Licensed Products. This is for the sole purpose of making sure that the Licensee adheres to reasonable quality standards set by the Licensor. The Licensor has the right to reject, approve, or make recommendations to the sales and marketing materials presented to them by the Licensee. The Licensee herein agrees not to use to use or to stop using the rejected materials, and apply the recommendations made by the Licensor for any or all of the materials.

4.9. In cases that there are samples that do not meet the set standards of the Licensor, the Licensor shall send a written notice to the Licensee, the Licensee hereby promises to correct all deficiencies as covered in the notice. The Licensor shall have the to visit and inspect the Licensee’s premises upon due notice and during business hours for the sole purpose of observing the Licensee’s way and means of manufacturing, distribution, marketing, and sales activities which the Trademarks are in use. Upon request of the Licensor, the Licensee shall not unreasonably withhold any of the requested materials. The Licensee further agrees to maintain the quality of its manufacturing, distribution, marketing and sales of the Licensed products according to the standards set by the Licensor or at a level that at least meets or exceeds the industry standard.

4.10. The Licensee is hereby given first the opportunity to meet with the standard of quality set by the Licensor for the manufacturing and distribution of Licensed Product as provided for under this Agreement. In cases, however, where the Licensee fails to comply such standards, the Licensor shall serve the Licensee a written notice of non-compliance and the opportunity for the Licensee to make the necessary correction within the period which should not be less than [SPECIFY NUMBER OF DAYS IN WHICH THE LICENSEE SHOULD COMPLY]. Should the Licensee fails to make necessary corrections, the Licensor thereby, without the necessary permit, shall step in and jointly work with the Licensee to ensure that the Licensee has duly complied the standard of quality set by the Licensor.

5. ROYALTIES

In addition to valuable considerations paid by [INSERT THE COMPANY NAME OF THE LICENSEE] to [INSERT THE COMPANY NAME OF THE LICENSOR] for the exclusive manufacturing and distribution rights, the Licensee further agrees to pay the Licensor the following royalties:

5.1. An Initial Royalty Payment in the amount of [INSERT SPECIFIC AMOUNT AND CURRENCY] upon the effectivity of this Agreement;

5.2. A fixed annual amount of [INSERT SPECIFIC AMOUNT DUE PER YEAR AND CURRENCY], payable in twelve equal monthly installments which [INSERT SPECIFIC AMOUNT DUE PER MONTH AND CURRENCY] per month;

5.3. [SPECIFY PERCENTAGE] % of the Net Product Revenue during the License Term.

6. DURATION AND TERMINATION

6.1. This Agreement takes effect upon the EFFECTIVITY DATE as provided for in this Agreement. The initial term of this Agreement shall be [INSERT SPECIFIC NUMBER OF YEARS] from its Effectivity. This Agreement shall automatically be renewed upon the expiration of the stipulated terms except upon express reservation of either party to the contrary. Such reservation shall be made not less than [SPECIFY NUMBER OF DAYS] prior to its expiration.

6.2. The party who wishes to terminate this Agreement prior to the end of the term should furnish the other party an official written notice to that effect. Such notice shall include the reasons for such request. The aggrieved party shall not be precluded from pursuing legal action for the breach of the term of the Agreement.

6.3. The parties, upon mutual consent and understanding, may come to terms to shorten or extend the terms of this Agreement without committing breach thereof.

6.4. Both parties are obliged to comply with all the terms and conditions stipulated in this Agreement. Failure of one party to comply their contractual obligation inures the injured party the right to rescind this Agreement with damages against the violating party.

6.5. Upon termination of this Agreement, the Licensee shall dispose the inventory of the Licensed Products in a normal course of business.

7. CONFIDENTIALITY

The Licensee in the course of the performance of the Agreement may incidentally gain access to certain proprietary of confidential data or information of the Licensor. Such confidential information necessarily includes but not limited to trade secrets, products, marketing, financial affairs, statistical data, accounting and any other information of confidential nature. They may be obtained orally, in writing, or any other machine-readable form. The Licensee hereby bound itself to hold and keep all information of confidential nature, which they obtained in whatever medium, and to exercise due diligence in making sure that the information or data above-mentioned shall be kept in confidence and never disclose, them to any unauthorized personnel or third party without express permission, in writing, from the Licensor. The Licensee further agrees not to use said confidential information or data other than the purpose of performing its contractual obligations under this Agreement. The obligation under this particular section shall be valid and shall survive and be binding even after the expiration of the term of this Agreement or upon termination hereof.

8. NOTICES

In the absence of an express stipulation to the contrary, any and all notices pursuant to this Agreement shall be made in writing and shall be deemed received at the same day when it is personally delivered to the [SPECIFY AUTHORIZED PERSONNEL TO RECEIVE NOTICE], provided, such delivery was made on the regular time of business. In cases where the notices were sent by a registered mail, the notice shall be deemed received five (5) days from the mailing date or upon actual receipt thereof, whichever comes first.

Communications of all type intended for the Licensor or the Licensee to receive shall be served at the following addresses:

a. Notices and other forms of communication to the Licensor shall be addressed to [INSERT THE LICENSOR’S COMPLETE ADDRESS INCLUDING ZIP CODE].

b. Notices and other forms of communication to the Licensee shall be addressed to [INSERT THE LICENSEE’S COMPLETE ADDRESS INCLUDING ZIP CODE].

9. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

10. SEVERABILITY

Should any or part of this Agreement be declared unenforceable or invalid by the court or arbitrator, the part that is not affected shall remain binding and applicable to the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives affixing their signatures below. By executing this Agreement, the undersigned agrees to be bound, and to bind the parties, by the terms and conditions of this Agreement as of the EFFECTIVE DATE.

BY [INSERT THE COMPANY NAME OF THE LICENSOR]:

Signature:

Name:

Position:

BY [INSERT THE COMPANY NAME OF THE LICENSEE]:

Signature:

Name:

Position:

BY THE WITNESSES:

Signature:

Name:

Position:

Signature:

Name:

Position:

Signature:

Name:

Position:

Signature:

Name:

Position: