
**CONTRACT RESEARCH AND DEVELOPMENT
AGREEMENT**

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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CONTRACT RESEARCH AND DEVELOPMENT AGREEMENT

This contract research and development agreement (“the Agreement”) is considered a written confirmation of what has been agreed as from [starting date of agreement] (“Effective Date”),

BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as: the “Contractor”;

AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as: the “Developer”;

Jointly hereinafter referred to as “Parties”

WHEREAS:

- Both Contractor and Developer form a part of the [XYZ] group.
- The [XYZ] group is engaged in [please insert a short description of the activities of the XYZ group].
- Contractor is engaged in [the performance of contract research and development activities as defined in Appendix A in connection with Developer’s research and development, as specified from time to time by the Developer].
- Developer is engaged in [the performance of research and development for XXX].
- Contractor and Developer desire to enter into an agreement pursuant to which Contractor will undertake contract research and development activities for the Developer on the terms and conditions set forth herein.
- Parties have discussed in sufficient detail the organization necessary to meet the objectives set forth in this Agreement, the related costs, and have verified the reciprocal benefit pursuant to the signing of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, CONTRACTOR AND DEVELOPER AGREE AS FOLLOWS:

Article 1 Obligations of Contractor

1. Subject to the terms and conditions herein, Developer hereby appoints Contractor, on a non-exclusive basis, to perform the functions enumerated herein. Contractor shall be responsible for [performance of contract research and development activities] in accordance with the [specifications - to be defined] supplied to the Contractor by the Developer and accepted by the Contractor, in accordance with [development schedules] supplied to the Contractor.
2. The Contractor employs adequate facilities and personnel to perform its obligations under this Agreement, at its own expense.
3. The Contractor will [perform contract research and development activities] as specified in *Appendix A* to the Developer's specification, and will comply with all applicable local laws, ordinances and regulations throughout the term of this Agreement.
4. Throughout the term of this agreement, Developer hereby requests Contractor to perform the contract research and development activities on a continuing basis without any further specific request, or whenever Developer calls or places an order for them with Contractor.
5. The Contractor shall refrain from performing activities with regard to Product/Platform/Concept which are competitive with Developer's Product/Platform/Concept.
6. The Contractor agrees to act and perform with reasonable efforts in the best interest of Developer and at no time do cause or permit to be done, publish or bring into the public domain, any information, act or thing which is or may be detrimental to the best interests or business reputation of the Developer. This provision shall survive the expiration of this Agreement in perpetuity.

Article 2 Obligations of Developer

The Developer shall have the following obligations hereunder during the term of this Agreement:

1. The Developer shall from time to time provide the Contractor with instructions and specifications for the contract research and development activities.
2. The Developer shall retain legal title to at all times for all concepts, inventions, ideas, patent rights, records, data, trademarks and copyrights, including electronic data, files, and programs which are related to, arise out of, or are in connection with Contractor's work or any and all activities performed by it pursuant to this Agreement.

Majeure will last for more than thirty (30) days, the Developer shall have the right to appoint other Contractor for such period as the Developer deems appropriate.

Article 11 Applicable law - dispute settlement

- 1. This Agreement will be governed by and interpreted in accordance with, and subject to, the laws of [country].
- 2. Any disputes arising out of or in connection with this Agreement will be brought exclusively before the courts in [country].

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES MENTIONED HEREUNDER:

[full legal name entity 1],

[full legal name entity 2],

Signed by
Name:
Title:
Date:

Signed by
Name:
Title:
Date:

