



# PROPOSAL KIT SAMPLE

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## <<Company>> MANUFACTURING AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Buyer") and <<CustCompany>> ("Manufacturer").

### Recitals

- A. Buyer is involved in the retail and marketing of << Insert Primary Business >> products.
- B. Manufacturer has experience manufacturing << Insert relevant manufacturing activity >>.
- C. Buyer desires to have Manufacturer create products on the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

### Definitions

**<< This agreement is based on the Buyer being responsible for designing and developing the product. Final versions of the product are then delivered to the Manufacture. The Manufacturer is responsible for delivering the final output or created product back to the Buyer. Adjust the terms as needed for your specific situation. >>**

"Deliverables" shall mean any prototype(s), final product(s) provided in any form, documentation, or other materials required to be delivered by Buyer to Manufacturer, as set forth in the Specifications.

"Critical Deliverables" shall mean Deliverables that have a Deadline or Milestone date, as outlined in the Specifications, which must be delivered to either Buyer or Manufacturer on or before a specific date. Critical Deliverables are those deliverables deemed to have an impact on other deliverables.

"Source Materials" shall mean all raw materials from which the product(s) are

Manufacturer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

manufactured.

"Prototype Product" shall mean any and all Deliverables provided to Manufacturer prior to the Manufacture Date.

"Final Product" shall mean any and all Deliverables provided to Manufacturer that are in accordance with the Specifications and accepted by Manufacturer as completion of a particular Deliverable.

"Manufacture Date" shall mean the date that the Product is completed and first available for use by Buyer.

"Schedule" shall mean the schedule(s) for completion of the Deliverables, as set forth in the Specifications.

"Delivery" shall mean transmitted by Manufacturer to Buyer and in accordance with any chain of custody or security measures agreed upon by both parties in accordance with the Specifications.

"Services" shall mean any training, customization, enhancement or other labor performed by Manufacturer as required by the Specifications.

"Error(s)" shall mean malfunctions or defect(s) within the Prototype or Final Products or a Deliverable that prevents it from conforming to the Specifications.

"Specifications" shall mean the specifications for the Product and Services, as detailed and attached to this Agreement as Exhibit B, that include detailed specifications and instructions for all required Deliverables, features and functionality, and a complete production schedule for each Deliverable and Milestone.

"Term" shall mean the period of time commencing on the Effective Date of this Agreement and continuing indefinitely until this Agreement is terminated.

"Developer's Proprietary Material" shall mean all intellectual property rights in any text, images or other components and/or materials owned by Buyer, or which Buyer has the legal right to use, that are delivered to Manufacturer,

Manufacturer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

including but not limited to artwork, stock photography, software, related documentation, source code, scripts, object code, logos, graphics or tag lines.

"Manufacturer's Proprietary Material" shall mean all intellectual property rights in any text, images or other components and/or materials owned by Manufacturer, or which Manufacturer has the legal right to use, that are delivered to Buyer, including but not limited to software, related documentation, Manufacturer marketing material, logos, graphics or tag lines.

"Documentation" shall mean all product or user guides, and all reference, integration, installation or implementation manuals that describe in detail the operation of the Product(s) and that are normally provided by Manufacturer as part of its deliveries to Buyer.

"Manufacturer Activities" shall mean any activities undertaken by Manufacturer in the development of the Product(s) and Documentation satisfying the Specifications pursuant to this Agreement.

"Enhancements" shall mean error corrections, fixes, modifications and updates not included in the Specifications with respect to the Product(s).

"Milestone" shall mean each development or Deliverable reached by Buyer and agreed upon in writing between Buyer and Manufacturer.

"Milestone Payment" shall mean a payment obligation related to the achievement and acceptance of a particular Milestone.

"Acceptance" shall mean completion of a Deliverable that conforms to the Specifications and is mutually agreed upon in writing by both Buyer and Manufacturer.

## **Agreements**

In consideration of the mutual covenants set forth in this Agreement, Manufacturer and Buyer hereby agree as follows:

### **1. Manufacture of Products.**

Manufacturer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

Manufacturer agrees to the production, management, documentation and development of the Product(s) according to the compensation terms listed on Exhibit A attached hereto.

## **2. Specifications.**

Manufacturer agrees to develop the Product(s) pursuant to the Specifications set forth in Exhibit B attached hereto (the "Specifications").

## **3. Delivery Dates and Milestones.**

Buyer will use reasonable diligence in the development of the Product(s) and endeavor to deliver to Manufacturer all Deliverables within the specified time frame(s). Manufacturer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit B, are estimates and are not required delivery dates unless otherwise noted in the Specifications. Deliverables defined as "Critical Deliverables" shall be outlined in Exhibit B and shall contain the delivery date and terms of delivery of the Critical Deliverable. Manufacturer will retain any molds, casting, foundry or other sources used in the manufacturing process and will provide Buyer with the output formats only. The output is to be used only within the scope of the Product(s) as outlined in Exhibit B and may not include packaging and assembly unless otherwise specified by Exhibit B.

## **4. Ownership Rights.**

Except for Manufacturer's Proprietary Material (defined above) contained in the Product(s), Buyer shall hold all right, title, and interest in and to the Product and all of its

# **DEMO CONTRACT**

**This demo contract has been truncated. The complete 8 page editable version of this document is available in the Contract Pack template collections**

Manufacturer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

<https://www.proposalkit.com/htm/legal-contract-templates/specialty-project-contracts/manufacturing-contract-template.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Manufacturer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

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