JOINT DEVELOPMENT AGREEMENT

****

This Joint Development Agreement (the “Agreement”) takes effect on [DATE],

**BETWEEN: [Your Company Name]** (the "First Party"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [Your Address]

**AND: [Company Name]** (the "Second Party"), a company organised and existing under the law of [COUNTRY], with its head office located at:

 [Company Address]

WHEREAS **[Your Company Name]** has developed [Specify Product].

WHEREAS **[Company Address]** detains know-how in [Specify];

WHEREAS the parties have expressed their interest in entering into a joint development agreement to develop [Specify Product].

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

**1. JOINT DEVELOPMENT**

1.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Your Company Name]** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] hereby undertake to cooperate in the development of a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product]. The Joint Project shall meet the [COUNTRY] and other applicable regulatory standards and requirements.

1.2 Under the Joint Project, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] shall be responsible to furnish complete information pertaining to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product], including:

(a) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Description];

(b) Regulatory approval requirements and timeframes;

(c) Any suggestions and recommendations for improving \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product].

1.3 Under the Joint Project, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] shall be responsible to provide, on a timely basis, all necessary information to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name], in order to allow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] to carry out its responsibilities under this Agreement.

1.4 In the event that any or part of the equipment required for the implementation of the Joint Project shall be procured from outside suppliers, whether for manufacturing or assembly, the parties hereby agree to consult with each other for the choice of any such supplier as well as with respect to the technical specifications to be included in any request for quotation to be provided to such supplier, the whole with the objective to ensure that such equipment will meet the highest standards of performance at the most competitive prices.

**2. JOINT COMMITTEE**

2.1 For the purpose of carrying out and monitoring the Joint Project, the parties hereby create a joint development committee composed of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Numbers] representatives of each of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] (the “Joint Committee”). The initial Joint Committee shall be composed of:

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name]:

\_\_\_\_\_\_\_\_\_\_\_ [Name]

\_\_\_\_\_\_\_\_\_\_\_ [Name]

For [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]:

[\_\_\_\_\_\_\_\_\_\_\_]

[\_\_\_\_\_\_\_\_\_\_\_]

2.2 During the terms of this Agreement, each party may, at its sole discretion, replace any of its representatives on the Joint Committee. The appointment of a new representative shall be effective upon receipt by the other party of a written notice to that effect.

2.3 The Joint Committee shall hold meetings bi-weekly via teleconferencing or otherwise to discuss technology development issues, to elaborate equipment, network and service specifications, to review the planning and the scheduling of the Joint Project and, generally, to ensure the proper carrying out of the Joint Project. Promptly, after each meeting, the Joint Committee shall issue a written progress report to be distributed to the management of each of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name].

**3. JOINT PROJECT SCHEDULE**

3.1 The parties agree that the initial duration of the Joint Project shall be [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] months starting on \_\_\_\_\_\_\_\_\_\_ [Starting Date] and ending on \_\_\_\_\_\_\_\_\_\_\_ [Ending Date]. The Joint Project shall be divided in stages as more specifically described in **Schedule A** attached.

3.2 Each party hereby undertakes to inform the other party, as soon as possible upon knowledge thereof, of any fact or event which might have a substantial impact on the feasibility of the Joint Project or the Joint Project schedule.

3.3 In the event that the Joint Project is delayed, for any reason whatsoever, beyond the Joint Project schedule but that the Joint Project is still feasible within a reasonable time frame, then each party hereby agrees to negotiate in good faith an extension of the initial Joint Project schedule or any stage thereof.

**4. TERMINATION**

4.1 At any time during the term of this Agreement, any party may, for any reason whatsoever, terminate this Agreement by giving the other party a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Number of days] days written notice to such effect.

4.2 This Agreement shall be terminated if one party is declared bankrupt, becomes insolvent within the meaning of any insolvency law or makes an assignment of its property for the benefit of its creditors generally.

4.3 No party shall be entitled to any damages or compensation on the sole basis that this Agreement has been terminated in accordance with the provisions hereof and every party shall assume its own costs in carrying out its responsibilities under this Agreement.

**5. CONFIDENTIALITY**

5.1 Each party hereto recognises that all information mutually disclosed to each party in connection with the matters mentioned herein shall be kept strictly confidential and shall not be disclosed without the prior written consent of the other party, other than on a confidential basis and to those employees of each party who have a need to know such information, and shall not be used by such party for any purpose other than the carrying out of the Joint Project. The provisions of this article shall survive the termination of this Agreement.

**6. INTELLECTUAL PROPERTY**

6.1 The parties acknowledge that all intellectual property, including any improvement therefrom, pertaining to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify], its underlying Technology, the Patent application and any other national or international patent application resulting therefrom, and all other applications of the Technology, are and shall remain the entire and exclusive property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] and the realisation of the Joint Project shall not in itself confer a licence or a right in favour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[ Company Name] with regard to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify] nor any other device composing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify] or applying the Technology.

6.2 The parties acknowledge that the improved design of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify] is being developed for the use of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] that shall be deemed the sole and exclusive owner of all intellectual property right, title, and interest therein. To that effect, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] shall have the right to use or not to use the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify] and to use, reproduce, re-use, alter, modify, edit or change the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify] as it sees fit and for any purpose. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] shall sign, upon request, any documents needed to confirm that the work accomplished by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] with regard to the \_\_\_\_\_\_\_\_\_\_\_ [Specify] is a “Work made For Hire” and to effectuate any assignment of rights to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name].

6.3 The provisions of this section shall survive the termination of this Agreement.

**7. MARKETING AND MANUFACTURING**

Upon successful completion of the Joint Project and provided \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] wishes to market the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product], then:

7.1 The parties shall enter into a Products Procurement Agreement comprising, without limitation:

An undertaking from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] to supply \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product] at market competitive prices; and

An undertaking from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company] to source the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product] from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] inasmuch such \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Specify Product] is available from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] at market competitive prices.

**8. MISCELLANEOUS PROVISIONS**

8.1 Any notice or other documents to be given to a party pursuant to this Agreement may be given by hand delivery to, by facsimile transmission to, or by prepaid mail addressed to the address indicated below for the party entitled to such notice or delivery or to such party’s principal place of business and shall be conclusively presumed to have been given and received on the date of such delivery or facsimile transmission or on the fifth business day following such mailing (provided that any day on which there shall occur a disruption in mail delivery shall not be counted for such purpose), as the case may be.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Complete Address]

ATTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Complete Address]

ATTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name]

8.2 This Agreement constituted the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties, with the exception of the confidentiality agreement entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Your Company Name] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Name] as of \_\_\_\_\_\_\_\_\_\_\_\_\_ [Date] which shall remain in force.

8.4 Modifications and amendments to this Agreement shall be enforceable only if they are in writing and are signed by each party.

8.5 In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

8.6 Neither party may assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party.

8.7 No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

8.8 Time shall be of the essence hereof.

8.9 This Agreement shall be governed by and construed according to the laws of South Africa.

8.10 Any dispute between the parties relative to this Agreement shall be resolved by arbitration in accordance with the rules of conciliation and arbitration of the International Chamber of Commerce.

8.11 Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Place of Execution] on the date indicated above.

# FIRST PARTY SECOND PARTY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

The Agreement is signed in two copies; one for each party

**SCHEDULE A**

**DEVELOPMENT PLAN**