**FOREIGN COLLABORATION AGREEMENT**

This agreement is made at Calcutta this ............... day of.................. between amcoinc incorporated under the appropriate laws of the United States of America having its office at New York (hereinafter referred as …) of the one part and ….ltd, a company registered under the Companies Act 1956 and doing business at 100 Netaji Subhas Road, Calcutta 700 001 (hereinafter referred to as calco) of the other part.

Whereas amco doing on business as manufacturer of and dealer in and exporter of Computers, Computer Hardwares and Softwares and intends to expand its business in India and other East Asian countries.

whereas …is now doing business in a small way in manufacturing and exporting Computers, Computer Hardwares and Softwares and intends to improve its products and marketing and all-round development with the technical assistance from ….. ………………….

whereas ….and ….have consented to co-operate/collaborate in developing, manufacturing and marketing of Computers, computer Hardwares and Softwares and accessories relating thereto for mutual benefit.

Now these presents WITNESSETH and the parties herein consent as follows:

1. ……….will supply to ….plant, machinery and equipments for the purpose of improving and adding to the existing factory and instal the same for manufacture of Computers, Computer Hardwares and Softwares and all concerned accessories.

2……… .will supply the necessary Designs, Lay-out, Drawings and other technical know-how for operation of the plant of ….. for enable it to manufacture quality goods, competing with world players /world markets.

3. ……….will render assistance by deputing experts /technicians for improvement in and development of the manufacturing processes, quality control, marketing and after-sales services.

4…….… will impart training to selected employees of ……... in ……….so that …..… can operate more efficiently its plant, market its products and export the same to the best advantage possible.

5. …..….willadvice on new developments in technology or marketing or in of the business so that ……….…may compete with global manufacturers in markets.

6. The consideration for these services will be 10% of the net profit of … to be paid to … according to Balance Sheet/Profit and Loss accounts approved in General Meeting and filed with the Registrar of Companies, (state)…...

7………. …. will by mutual agreement allow its Trade Marks, Patent Rights and other rights in concerning its products to be used by ………………………………………

8. This agreement will be for a period of five years, renewable for another five years by mutual agreement and on terms/conditions mutually consented upon.

9. During the existence of this covenant…..will not enter into any other covenant of any type with any other company, partnership or concern in India or set up its branch or subsidiary in India or do anything which might affect the business and profitability of ……. ……………….

10. This agreement is entered into subject to obtaining the necessary approvals from Government of India and other authorities concerned.

11. Any differences or disputes that might emerge in relation to this agreement, performance or non-performance thereof or contravention thereof or in relation to any other matter covered by this agreement, will be referred to Indian Chamber of Commerce for Arbitration and their decision shall be final and binding on both the parties herein.

12. in witness whereof the parties hereto have signed, and sealed handed over these presents on the day, month and year first above-written.

Signed, sealed and delivered by Mr. .....................

pursuant to the Board Resolution dated ......................... of ………………….…. inc.

Signature

In the presence of:

1. ..............................

2...............................

Signed, sealed and delivered by Mr. ......................

pursuant to the Board Resolution

dated ............... of …. ltd.

Signature

In the presence of:

1. .....................

2.......................