

## **License agreement of building the 2.4 One Design Boat.**

Between

The International 2.4mR Class Association (ICA) and

The XX-boatyard, called the Builder

This agreement applies from the 1<sup>st</sup> of month 200X

1. The ICA hereby assigns to the Builder the manufacturing rights of the 2.4 One Design Boat, henceforth called the boat, in the area of XXX.
2. The rights described in 1. Comprise building of the boat exclusively for the xxx and selling of the boat non-exclusively in the entire world. The exclusive rights will last for 5 years from the day of signing.
3. The Builder is obliged to build the boat according to the Class Rules and adherent drawings and building specifications, and may only sell a complete boat (see attachment 1) with a completed one-design measurement certificate.
4. For each delivered boat the Builder shall pay a License Fee to the ICA. The size of the fee will be decided by the ICA every second year, starting 2009. The ICA will, after having received the License Fee for the hull, send the International Class Association Sticker to the licensed hull Builder.
5. The Builder shall furnish the boat with the International Class Association Sticker and the ISAF Plaque according to the Class Rules and also a sequential identification number for each boat stating the builder, date built, ISAF plaque number, and any country specific requirements. This identification number shall be permanently embossed or debossed into the hull according to the class rules.
6. The ICA shall provide plans, drawings, specifications, etc which are produced by the ICA in purpose to describe the boat.
7. The Builder purchases and owns his own plugs, moulds and tools to build the boat.
8. The Builder should have a production capacity which meets the following requirements in order to retain the license:
  - Minimum capacity is 12 boats manufactured per 12 months period
  - Maximum delivery time from order is 3 months
9. This agreement is valid at least 5 years from the day of first signing, except for what is stated in 10. Below, and after that it may be terminated for any reason with 1 year of notice.
10. The ICA may terminate this agreement under the following circumstances:
  - The produced boats are found not to comply with the Class Rules, and the deviations are severe, with three months notice.
  - the produced boats are found not to comply with the Class Rules and the deviations are minor, and are not corrected within 3 months from the time the complaint was lodged, with six months notice

- The builder sells boats without the International Class Association Sticker and consequently does not pay the license fee, with six months notice
  - The production does not fulfil the requirements in 8 above, with 12 months notice
  - The builder files for bankruptcy or sublicenses construction, with 3 months notice.
11. Before starting the production, the Builder shall send documents showing how he intends to construct the boat concerning the layup of the hull shell (layer of lamination, core material etc) or the internal structure if it deviates from specifications in Section J of the Rules. The weight per square metre shall be proved by sending a specimen taken from a part of a hull.
  12. Sublicenses will not be permitted, but the Builder may use a sub-contractor for certain parts of the work.
  13. If the Builder loses control of the manufacturing tooling equipment due to Bankruptcy or Liquidation of the Builder, he shall immediately inform the ICA in order to save the rights of the ICA.
  14. The ICA has the right to visit the Builder's production facility during working-hours, with one week notice, in order to check the production. If pre-certification according to Rules of the ISAF is applied these visits can be less frequent. The ICA also has the right to audit the builder's financial records regarding the sale of boats at its own expense.
  15. Every year the Builder shall send a price list to the ICA to show the price for a standard equipped boat. The standard equipped boat is defined in attachment 2.
  16. This agreement is issued in two copies of which each party receives one.
  17. Disputes that cannot be resolved between the ICA and the builder shall be arbitrated in the builder's country.

Builder: \_\_\_\_\_

ICA: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_