

# Cooperation Contract

This Contract is entered to and made at date DD of MM, YY, by

**Individual name/Company name,**

**Having its main office at**

**Address,**

**Here in after called "FRANCHISEE" of the one part**

and

**TOM Industrial Consultant, having his main office at as indicated in**

**<http://www.tomcad.com>**

**Here in after called "Developer" of the other part**

**WHEREBY IT IS AGREED as follows:**

## **1. Subject of the Agreement**

The subject of the agreement is cooperation and partnership i.e. franchise in marketing and distribution of the POUYA Software which is developed by Developer, in the territory provided for herein.

## **2. Territory**

The geographical area, hereinafter called "Territory", in which the cooperation shall currently undertake, specified in the Agreement is province of the country ......

## **3. Commitments of FRANCHISEE**

3.1 FRANCHISEE shall keep the technical Information and any other codes and programs received from DEVELOPER secret and confidential. Any use of materials concerning this contract must be performed with satisfaction of developer in written agreement. At all cases, developer owns the copyright of the software and models made by the developer.

3.2 Coordination for adjustment and conformance as well as taking required certificates of the “Power\_system Online\_simulation Unveil Your Analysis” (POUYA) software which is developed by DEVELOPER regarding national and international norms of the goal market.

3.3 Providing required documents and invitation letters for travelling DEVELOPER or concerning specialists to the territory if any local cooperation required.

3.4 Organizing conferences and participating in fairs to introduce and marketing of the POUYA software in the territory at least once a year.

3.5 Installing some pilot systems of the POUYA software in different companies or institutions within the territory to have some references.

3.6 Marketing of the POUYA software in the territory according to the following schedule:

3.6.1- FRANCHISEE provides a web site with a separate contract with an ISP company that provides the hosting for this web site.

3.6.2- FRANCHISEE allows only POUYA software and its associated files to be placed on his Web site anywhere the developer finds appropriate

3.6.3- Developer should have access to all the contents of the website which are related to the software and should be able to edit them and upload new information and files without any limitations from FRANCHISEE.

3.6.4- FRANCHISER assigns a bank account with possibility of electronic payments for online sell on its site. An ICON will be placed on the FRANCHISEE web site for electronic payment concerning this project.

3.6.5-This Bank account and all the transactions done with the FRANCHISEE concerning this contract must be informed to the developer regularly and at least every two month.

3.6.7- All other invoices related to the subject of this contract must be informed to the developer.

3.6.8- To provide minimum 2 email accounts on the mentioned web site for Developer.

3.6.9- FRANCHISER will pay the amount of the agreed share of Developer in each two months period according to article 6 of this contract.

3.6.10- Any network developed as a mutual corporation is in the copyright of both parties. Networks developed by FRANCHISEE on its own are on copyright of FRANCHISEE.

3.6.12- FRANCHISEE will pay the amount of US\$3200.00/US\$6500.00/US\$8400.00/US\$15900.00/US\$32000.00 (according to the period has come in article 5 of this contract) to Developer to buy the developed on site software that will be localized by Developer.

#### **4. Commitments of the DEVELOPER**

4.1 Developer will collaborate in the start of the contract for certificating the software for selling in territory in such a way that FRANCHISEE can obtain required certificates, adjustments and conformances according to article 3 of this contract if this would be necessary in the territory of this contract. A 10 hours free remote training in this regard is in the commitment of the developer. If FRANCHISER needs more training it must be paid for per hours.

4.2 To put POUYA software and its associated files including those for advertisement inside the FRANCHISEE's web site.

4.3 In the start of contract all the support will come through internet by the developer.

4.4 To develop and put power system networks for the use of customers. These networks will come from the examples on the general books, Papers, Developer experience in the field, or any other allowed legal network. The legality of the networks must be according to FRANCHISEE agreement. If there is a need to buy a copyright of a network, it is not the responsibility of the developer, neither to pay nor to do related paperwork.

#### **5. Validity of Contract**

This contract comes into effect on the date of signature for duration of one/two/four/ten/unlimited year/s with an automatic extension. If a party likes to terminate the Cooperation Agreement after this time period, the termination should be announced at least four months before. In this regard

the developer will pay back 50% of the initial payment as has come in this contract.

## **6. Financial Terms**

- 6.1 All transactions and economic affairs concerning this contract will be performed using a separate bank account by FRANCHISEE.
- 6.2 Costs of official taxes (i.e. amount% Must for selling in territory) concerning any type of income related to this contract will be paid from the mentioned account.
- 6.3 Any other required costs which are agreed between FRANCHISEE and the developer, for example employing personals for technical supports of the customers or any professional services, these costs are paid from the mentioned account.
- 6.4 FRANCHISEE must pay %amount of the net income to developer
- 6.5 Both parties FRANCHISEE and developer are responsible for any other costs raised from this contract during or after the termination of this contract.
- 6.6 All the pricing policy of the software and services should be discussed and agreed by the two parties and are written as protocol regularly. Whatever done; the property and the intellectual right of the software and its associated networks are belonging to Developer, therefore, this contract does not provide an exclusive right for FRANCHISEE on POUYA or its available networks. This means that Developer has the right to have contract or sell the license of the software to other companies or individuals except that it is mentioned in the following at the same instant of time or after that this contract is under action.
- 6.7 In case of a legal conflict between the franchisee and a customer, whether the customer is another company or an individual, the cost of lawyer and legal process in the territory is on franchisee and developer.
- 6.8 Developer is not allowed to have activities with the same subject as of this contract in the territory of this contract for the period of the contract.

## **7. Judgment and Government Covenants**

Any differences or deviation according to this contract which may not be agreed upon via negotiation will referred to a mediator and both parties agreed to obey his judgment.

Professor/Dr/Mr/Miss/Mrs ..... from ..... is selected as mediator and the costs of judgment which is \$US..... will be paid by Both parties, each side %50.

The articles of this contract come into effect subject to laws of the territory of the contract.

## **8. Changes**

8.1 Any changes, supplements or subsidiary agreements to this contract must be made in writing.

8.2 Each change requires the mutual agreement.

### **Signed by:**

**FRANCHISER**

Prof./Dr./Mr./Mrs./Miss.

**Developer**

Prof. Shahram Montaser  
Kouhsari

**Mediator**

Prof./Dr./Mr./Mrs./Miss.