

## **DUGONG SCRAPERS**

### **International Drawing Use & Manufacturing License Agreement**

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International Drawing Use & Manufacturing License Agreement

This Agreement is entered into between Dugong Scrapers (Australia) and the Licensee.

Purpose:

This Agreement grants a limited, non-exclusive license to use Dugong Scrapers engineering drawings for manufacturing parts or complete scraper units, subject to strict intellectual property controls.

All intellectual property remains the property of Dugong Scrapers / Franks Final Grade.

Manufacture is restricted to the approved territory and scope defined in attached schedules.

This document is intended for international government, manufacturing, and development use.

## **INTERNATIONAL DRAWING USE & MANUFACTURING LICENSE AGREEMENT**

*(Parts and/or Complete Unit Fabrication)*

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### **1. PARTIES**

This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

**BETWEEN:**

**Dugong Scrapers**

Operating under the design authority **Franks Final Grade**

Australia

(Hereinafter referred to as the “**Licensor**”)

**AND:**

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Legal Entity Name

Registered Address

Country

(Hereinafter referred to as the “**Licensee**”)

The Licensor and Licensee may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

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**2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to grant the Licensee a **limited, non-exclusive license** to use **Dugong Scrapers engineering drawings, technical documents, and associated design data** for the manufacture of:

- Individual **components or sub-assemblies**, and/or
- **Complete Dugong Scrapers units**

subject to the terms, restrictions, and conditions set out herein.

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**3. DEFINITIONS**

For the purposes of this Agreement:

- “**Drawings**” means all CAD files, DXF/DWG files, PDFs, specifications, tolerances, bills of materials, hydraulic layouts, and engineering documents supplied by the Licensor.
- “**Products**” means Dugong Scrapers units, assemblies, or parts manufactured using the Drawings.
- “**Territory**” means the geographic region defined in *Schedule A*.
- “**Design Authority**” means Dugong Scrapers / Franks Final Grade.

- **“Manufacture”** includes fabrication, machining, welding, cutting, assembly, and finishing.
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#### 4. GRANT OF LICENSE

4.1 The Licensor grants the Licensee a **non-exclusive, non-transferable, revocable license** to use the Drawings solely for manufacturing Products within the Territory.

4.2 This license may be granted for:

- Parts manufacture only
- Complete unit manufacture
- Both parts and complete units

(as specified in *Schedule B*).

4.3 No ownership or intellectual property rights are transferred under this Agreement.

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#### 5. INTELLECTUAL PROPERTY

5.1 All intellectual property rights in the Drawings remain the **sole property of the Licensor**.

5.2 The Licensee shall not:

- Modify core design geometry without written approval
- Remove or alter branding, serial identification, or design authority markings
- Claim authorship or ownership of the Drawings

5.3 All Products must be identified as **“Manufactured under license from Dugong Scrapers (Australia)”** or equivalent wording approved by the Licensor.

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#### 6. MANUFACTURING STANDARDS

6.1 The Licensee agrees to manufacture Products in accordance with:

- Supplied drawings and tolerances
- Accepted engineering and safety standards
- Local regulatory requirements

6.2 The Licensor reserves the right to:

- Update drawings
  - Issue technical revisions
  - Require compliance with updated specifications
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## 7. TERRITORY & EXPORT RESTRICTIONS

7.1 Manufacturing and sales are limited to the Territory specified in *Schedule A*.

7.2 Products shall not be exported outside the Territory without prior written consent from the Licensor.

7.3 Sub-licensing is **strictly prohibited** unless expressly authorised in writing.

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## 8. CONFIDENTIALITY

8.1 All Drawings and technical information are confidential.

8.2 The Licensee shall:

- Restrict access to authorised personnel only
- Use reasonable security measures to prevent unauthorised copying or distribution
- Not share Drawings with third parties without written approval

This clause survives termination of the Agreement.

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## 9. FEES & ROYALTIES (*if applicable*)

Licensing may be structured as:

- One-time license fee
- Per-unit royalty
- Government or development licence (royalty-free)

Details are set out in *Schedule C*.

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## 10. QUALITY CONTROL & AUDIT

10.1 The Licensor may request:

- Sample inspections
- Manufacturing photographs
- Quality reports

10.2 Audits may be conducted with reasonable notice, either remotely or on-site.

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## 11. TERM & TERMINATION

11.1 This Agreement shall commence on the Effective Date and continue for \_\_\_ years unless terminated earlier.

11.2 The Licensor may terminate immediately if the Licensee:

- Breaches intellectual property obligations
- Manufactures outside the approved scope
- Distributes Drawings without authorisation

11.3 Upon termination:

- All use of the Drawings must cease
  - Digital and physical copies must be destroyed or returned
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## 12. LIABILITY & INDEMNITY

12.1 The Licensee assumes responsibility for:

- Manufacturing quality
- Workplace safety
- Product compliance within the Territory

12.2 The Licensee indemnifies the Licensor against claims arising from improper manufacture or misuse.

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### 13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of **Australia**, unless otherwise stated in *Schedule D*.

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### 14. FORCE MAJEURE

Neither Party shall be liable for failure to perform due to events beyond reasonable control, including natural disasters, government actions, or supply chain disruptions.

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### 15. ENTIRE AGREEMENT

This Agreement, including all Schedules, constitutes the entire agreement between the Parties and supersedes all prior discussions or representations.

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### 16. SIGNATURES

#### **For Dugong Scrapers (Licensor):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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#### **For Licensee:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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## **SCHEDULES**

### **Schedule A – Approved Territory**

Purchase place: (Country / Region)

### **Schedule B – Manufacturing Scope**

(Parts / Full Units / Models)

### **Schedule C – Fees & Royalties**

Website fee purchase prices: (If applicable)

### **Schedule D – Governing Law Variations**

As agreed: (If required) and or this agreement