

# Commercial Contract

## PRINTING AND PUBLISHING AGREEMENT



*Empowered lives.  
Resilient nations.*



## Small and Medium Enterprises Development Authority

### Ministry of Industries & Production

### Government of Pakistan

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January 2013

## **Printing and Publishing Agreement**

Pro-Gole (Right to do Business)

Legal Services, B&SDS

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### **LEGAL SERVICES, SMEDA**

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

### **Pro-GOLE, (Right to do Business)**

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

### **The Need for Commercial Contracts Templates**

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

### **Disclaimer**

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to business process outsourcing. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

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Information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

### **6. PRINTING AND PUBLISHING AGREEMENT**

**THIS PRINTING AND PUBLISHING AGREEMENT** (hereinafter referred to as the "Agreement") is made at [insert place] on this \_\_\_\_ (insert date) day of \_\_\_\_\_ (insert month), 20\_\_ (insert year)

**BY AND BETWEEN:**

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

**AND**

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Printer", which expression shall, wherever the context so provides, include its agents and successors-in-interest).

(The Business and the Printer are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

**WHEREAS** the Business is engaged in [insert description of the Business' activities] (hereinafter referred to as the "Activities").

**AND WHEREAS** the Business requires the services of a printer to print the Business' stationery.

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**AND WHEREAS** the Printer is in the Business of providing printing services to its clients (hereinafter referred to as the "Printing Services") and described more particularly in Clause 2 of this Agreement.)

**AND WHEREAS** the Printer has represented to the Business that it possesses the requisite resources, expertise, and skills to perform the Printing Services under this Agreement.

**AND WHEREAS** based on the representations of the Printer, the Business has engaged the Printer to provide the Printing Services to the Business in accordance with this Agreement.

**NOW THEREFORE** the Parties have entered into this Agreement on the following terms and conditions:

## 1. APPOINTMENT AND TERM OF AGREEMENT

- (1) The Business hereby appoints the Printer to provide the Printing Services to the Business.
- (2) This Agreement shall come into effect on the date of execution of this Agreement, and shall continue to remain in force until the completion of the Printing Services under this Agreement, provided that the term of the Agreement shall, in no case, be extended beyond [insert date].

## 2. PRINTING SERVICES

- (1) The Printer shall print the following stationery (hereinafter referred to as the "Stationery") for the Business in the quantities as mentioned in Schedule 1 of this Agreement:
  - i. Visiting Cards;
  - ii. Letter Heads of various sizes as envisaged in Schedule 1;
  - iii. Notebooks;
  - iv. Notepads;
  - v. Envelopes of various sizes as envisaged in Schedule 1;
  - vi. [insert any other stationery items].

## 3. CONTENT FOR THE STATIONERY

- (1) The Business shall be solely responsible for providing the Printer with the content for the printing of the Stationery (hereinafter referred to as the "Content").
- (2) The Content shall be delivered to the Publisher in the following mode:  
[insert mode for instance CD/DVD/USB]

## 4. APPROVAL

- (1) The Printer shall ensure that it obtains the approval of the Business with respect to samples of each of the Stationery item (hereinafter referred to as the "Samples"), including the proofreading of the content and text of the visiting cards, and other Stationery, as well as the quality of the material to be used for each of the Stationery item.

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(2) The Business, after a thorough review of the Samples, shall duly sign each Sample on the approved material, and return the same to the Printer. In case of any changes to the Sample(s) so provided, the Business shall communicate such changes to the Printer, and the process shall be repeated until each Sample is duly approved by the Business.

(3) Once a Sample is approved, any defect/mistake in the printed Stationery shall not be the responsibility of the Printer, unless the Stationery is not printed in accordance with the approved Sample.

## **5. REMUNERATION**

(1) In lieu of the Printer providing the Printing Services to the Business, the Business shall pay the remuneration to the Printer (hereinafter referred to as the "Remuneration") in accordance with the Rate List given in Schedule 2 of this Agreement.

(2) [Insert percentage]% of the total Remuneration shall be payable to the Printer on the date of signing of this Agreement. The remaining amount shall be paid by the Business to the Printer within [insert number] days of the final delivery of the Stationery by the Printer to the Business.

## **6. TERMINATION**

(1) The Agreement may be terminated by either Party, with or without cause, by giving to the other Party a [insert number] days' prior written notice.

(2) In case the Agreement is terminated by the Printer for any reason other than the Business' breach of the Agreement, the Printer shall return to the Business any amount paid to the Printer by the Business against which no services have been performed by the Printer.

## **7. CONFIDENTIALITY**

The Printer shall treat all information of the Business as confidential which may be disclosed to the Printer by the Business under or in connection with this Agreement, and shall not disclose any such information to any third party.

## **8. ASSIGNMENT**

Neither the rights nor duties under this Agreement, nor this Agreement itself in whole or in part, may be assigned or transferred by either Party without the prior written approval of the other Party.

## **9. RESOLUTION OF DISPUTES**

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

## **10. GOVERNING LAW AND EXCLUSIVE JURISDICTION**

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This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan and the courts at [insert place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.

### **11. FORCE MAJEURE**

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

### **12. MISCELLANEOUS**

- (1) This Agreement represents the complete agreement between the Parties with regard to the subject matter and supersedes any prior understanding or agreements, oral or written.
- (2) This Agreement may be amended or revised only by an instrument in writing signed by either the Parties or their duly authorized representatives.
- (3) No provision hereof or breach of any provision may be waived except by a written waiver, signed by the waiving Party. No waiver of any right under or breach of this Agreement shall be construed to be a waiver of any other right or breach under the Agreement. The failure of either Party to exercise any right provided in this Agreement shall not be construed as a waiver its right to subsequently enforce such provision or any other provision of this Agreement.
- (4) Any provision of this Agreement which is prohibited or unenforceable under any law, rule or regulation applicable in [insert place] for the time being shall be ineffective only to the extent of such prohibition or lack of enforceability, and shall not invalidate the remaining provisions hereof.

**IN WITNESS WHEREOF**, the Parties have set their respective hands on this Agreement at the place, and on the date, mentioned hereinabove.

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**For and on behalf of  
The Business**

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**For and on behalf of  
The Printer**

**WITNESS NO. 1**

**WITNESS NO. 2**

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

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

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

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

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

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

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

**Schedule 1  
Products and Quantities**

- |                                       |                   |
|---------------------------------------|-------------------|
| 1. [insert description of Stationery] | [insert quantity] |
| 2. [insert description of Stationery] | [insert quantity] |
| 3. [insert description of Stationery] | [insert quantity] |

**Schedule 2  
Prices**

- |                                       |                       |
|---------------------------------------|-----------------------|
| 1. [insert description of Stationery] | [insert agreed price] |
| 2. [insert description of Stationery] | [insert agreed price] |
| 3. [insert description of Stationery] | [insert agreed price] |