



SIMPLIFIED REPLICATION CONTRACT CHECKLIST

A. INTRODUCTION

1. Please provide the full name, address, organization number and registered office of the originator. If a partnership, provide the names of the partners and lead contacts.
2. Please provide a brief description of the program?
3. Please provide the overall roles and responsibilities of the originator and partner?

B. START-UP

4. Will partners supply facility, products and/or services? Provide a full list of all items which partners will require to start their program and set out those items:
 - Start-up costs and breakdown of any fees
 - What, if anything, should partners must buy from third parties?
 - What, if anything, should partners must buy from the originator or its nominated supplier?
5. Will the originator supply facility, products and/or services? If so, please list these facilities, products or services.
6. If applicable, will the originator be granting any exclusive rights?

C. DEVELOPMENT & OPENING OBLIGATIONS



7. Does the originator want to be involved in designing the premises, agreeing any alterations, specifying the equipment and other items which must be at the premises?
8. What will be the ownership arrangement of the facilities? (E.g. will the originator take a head-lease and grant a sub-lease to the partner?)
 - a. What are the rights of the originator and partner with regard to the facilities?
9. Will the originator be providing any initial launch assistance and, if so, what will be provided?

D. TRAINING AND GUIDANCE

10. Please summarize the training to be provided to partners, if applicable?
11. Will the training be included in the initial package and will partners be required to pay for any travel, accommodation, etc.?
12. Will the originator provide an operations manual electronically or in hard copy format?

E. OPERATIONAL ISSUES

13. Does the originator want to specify from whom partners obtain their supplies of products and/or equipment on an ongoing basis?
14. Will you require partners to participate in ongoing meetings and, if so what is the frequency and location?
15. Does the originator want details of all complaints and does the originator have a complaints procedure with which partners must comply?
16. Will the partner take on employees and, if so what restrictions/obligations will apply and what information about employees has to be provided?



17. Does the originator require partners to comply with the originator's insurance requirements (which we would suggest is set out in the manual so as to give you flexibility) and does the originator want to receive full details of all insurance policies?
18. Does the originator want to impose performance standards whether in terms of growing the partner's program, how the partner operates his program, or other stakeholders involved in the program?
 - a. If so, please specify any standards which the originator believes are particularly important to your program?

F. MARKETING AND COMMUNICATIONS

19. Does the originator want partners to participate in any marketing programs that the originator may introduce?
20. Will partners be required to participate in the originator's website?
21. Does the originator want partners to undertake local mobilization (or are they permitted to)?

If yes:

- a. Will the partner receive training?
 - b. Must partners use only materials you have provided or have approved?
 - c. Will they need to obtain approval on new materials?
22. Will the partners need to obtain approval from the originator regarding press releases, social media, and other forms of communications?

G. CONFIDENTIAL INFORMATION, NON-COMPETE AND DATA PROTECTION

23. Does the originator require partners to be prevented from being involved in another program whether competing or not during the term of the agreement or after termination?
24. Does the originator require partners to provide the originator with information about their customers? Does the originator need to provide the partners with any information about customers?



H. RECORDS AND REPORTING

25. Does the originator want monthly accounting information and/or copies of annual accounts?
- Does the originator want to access partners' accounting information and to have the right to undertake audits to check that the financial information being provided to you by partners is correct?
 - Does the originator want partners to make use of a standard accounting package (software or manual) and/or use the originator's nominated accountants?
26. Does the originator want the partner to collect any specific types of data? If so, what will be the frequency and methods?

I. FEES

27. If applicable, are there any costs/fees?
28. Please list all fees, who is paying, how they are calculated and are to be paid, and when payment is to be made.

J. TRANSFER

29. Does the originator want to impose restrictions on a partner's ability to transfer his ownership of the program?

K. RENEWAL (if applicable)

30. How long will the agreement last?
31. Should partners have the right to renew their contract?
- If so, how many renewal terms should they have?
 - Should there be any payment for any renewal?

L. DISPUTES

32. In relation to resolving disputes does the originator want to refer (as we would recommend) disputes to mediation, arbitration and then litigation?

M. TERMINATION



33. What are the minimum requirements or terms for ending the relationship (originator or partner)? (Time frame, method of communication)

34. Does the originator want to have the right to take over the partner's premises on termination?