**Green Solution**

The form of the new business will be based upon the partnership and such business entity is selected to facilitate the new business because an individual person cannot start the new business venture because there is a lot of budget required for buying various equipment and the type of business selected is a product. The business of product requires lot of things to consider the design, manufacturing, processing and delivering of product are main components of this system. There are two people in this business entity and both will share the fifty percent share of the business and both will be liable to the profit and loss attained by the new business.

The name of the new business will be Green Solution, and the business will produce a smart product intended for automobiles that will limit the production of CO2 (Carbon Dioxide) and also will monitor the total emission of CO2. The product will also provide the detail of CO2 both weekly, monthly and annually to the user via mobile app. So, the business will provide the customers both the smart device and also the mobile app intended for monitoring purposes. This new business will hire a private contractor that will install the smart device in the automobile and also will provide the guidelines and detailed manual about using both the device and the mobile app.

The business will obtain more than one intellectual property rights based upon the product and the facility provided by the product. So, the business will attain the intellectual property rights of patent and copyright. The rights of patent is obtained because the product has unique functionality and also has the unique design which can be protected by attaining the rights of patent. The patent rights are provided to the inventors, since the technology of such proportion doesn’t exist that can monitor the CO2 emission of vehicles. So, the patent rights to protect this intellectual property will be obtained. Secondly, the mobile app needed to monitor the emission is developed for the new invention and the complete software used to develop the app will be protected by copyrights law under the business name (Landes and Posner).

The business will enter into contract with suppliers and independent contractor. The purpose of contract with suppliers will be to get the necessary components to assemble the products. Whereas, the contract with independent contractors will be done to deliver the product to the customers and provide them services related to the implementation of the device and guiding them to operate the device. Besides that, it will be the responsibility of the contractor to help customers install the app needed for the device. The type of contract that will exist between suppliers and the business will bilateral contract. Because, the business will offer the suppliers company the total inventory they need and how much they are going to pay for it. If the suppliers will accept the offer to deliver the desired amount of inventory requested and they are willing to take the payment mentioned in the proposal, bilateral contract will form. Terms and conditions will be stated to both parties in this case like quality of inventory provided, duration of contract and also the terms and conditions for terminating the contract as well. The contract will be signed by taking the help of lawyer that will explain the terms and conditions to the both party and after that written contract will be signed by both parties having terms and conditions mentioned on it.

The original document of the contract will be given to lawyer and the copy of the contract will be provided to both parties. Between business and private contractors hired for delivery purpose, the type of contract that will be form is unilateral. Because no payment will be paid to the contractors unless they do the intended tasks. This type of contract can be illustrated through a simple example, Joe went to the car repair shop to fix his car deflated tire for specific amount in exchange, after the tier has been fixed, Joe will pay the payment to the shop. So, similar will be the case here an advertisement will be published in the newspaper about the need of contractor having experience in automobile parts installment. The best contractor will be selected for this purpose, and terms and conditions will be clarified to the contractor before the contract is signed by having the lawyer in the room. It is necessary to include the contract breach clause in this contract because the contractors will implement the design and also, they will have the access to the mobile app software. So, it’s necessary to protect the intellectual property while dealing with contractor. The conditions about infringement of intellectual property will be inserted into the contract because the contract will be for specific interval of time and after the contract is over, the contractor can use this software and device by creating his own company. So, in order to protect this it is necessary to insert these clauses in the contract that will protect the intellectual property of the business after the contract has expired (Rubin, 1999).

There are some ways I could have protected my logo and prevented David Smith from selling it my competitor. The first thing is before reaching a deal with him about designing a logo I should have taken legal advice from my lawyer and insert the necessary clauses in the agreement that could have protected my intellectual property. Because if I have a written agreement, I should have use against him in the court. For the prevention of such cases the written document is necessary because law and courts acknowledge such documents and it proved vital in deciding the verdict. The second thing is more important and there was no need for any document if I should have done it. That is to protect my logo by taking the intellectual property rights for the trademark sign. The trademark sign prevents anything from getting used by others. By obtaining these rights if someone violated it I could have go against him in the court and filed a case against him for the infringement of intellectual property. So, in that case both David Smith and the competitors will be considered liable for intellectual property theft. So, in this way I could have protected this situation from happening.

# Work Cited

Landes, William M., and Richard A. Posner. *The economic structure of intellectual property law*. Harvard University Press, 2009.

Rubin, Edward L. "Types of Contracts, Interventions of Law." *Wayne L. Rev.* 45 (1999): 1903.