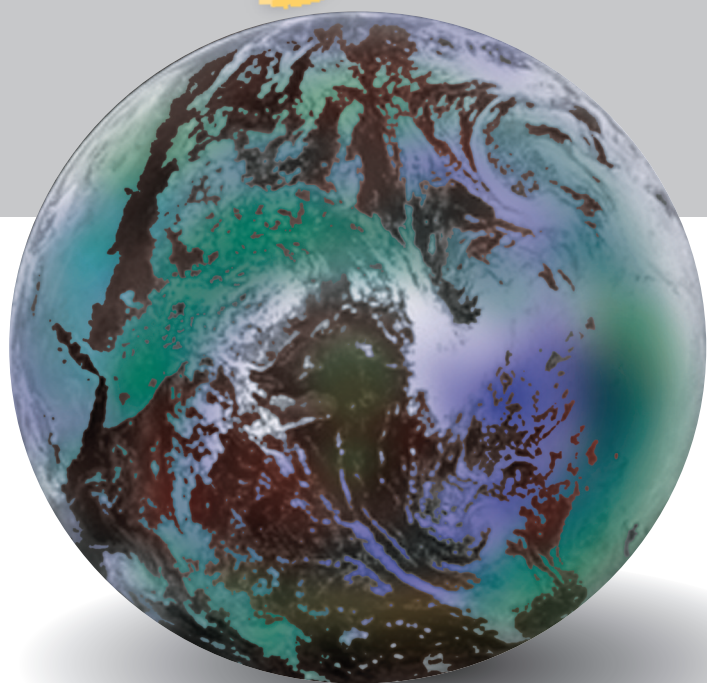


ICC Model International Transfer of Technology Contract



ICC Model International Technology Transfer Contract

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TABLE OF CONTENTS

FOREWORD	7
INTRODUCTION	9
1. WHAT IS A TECHNOLOGY TRANSFER CONTRACT?	9
2. THE POSSIBLE CONTENTS OF THE CONTRACT	9
3. THE LICENSOR AS A MANUFACTURER USING THE LICENSED TECHNOLOGY	10
4. THE OPTION OF LICENSING THE TRADEMARK.	10
5. POSSIBLE BUY-BACK OF PRODUCTS.	11
6. ANTITRUST ISSUES: EC REGULATION 772/2004	11
7. ENTRY INTO FORCE OF THE CONTRACT.	13
8. FORCE MAJEURE AND CONFIDENTIALITY	13
9. APPLICABLE LAW	13
10. MANDATORY RULES OF THE COUNTRIES OF THE RESPECTIVE PARTIES	14
11. JURISDICTION AND ARBITRATION	15
12. TAX ISSUES	15
13. PRECAUTIONS FOR USE OF THE MODEL FORM	16
TRANSFER OF TECHNOLOGY CONTRACT	17
ART. 1 DEFINITIONS.	17
ART. 2 GOOD FAITH AND FAIR DEALING	18
ART. 3 ENTRY INTO FORCE OF THE CONTRACT	19
ART. 4 GRANT OF RIGHTS AND LICENSES	19
4.1 EXCLUSIVE RIGHT TO USE THE LICENSED TECHNOLOGY	20
4.2 NO TRADEMARK LICENCE	20
ART. 5 TERRITORY AND COMPETITION	21
5.1 TERRITORIAL LIMITATIONS.	21

5.2	NON-COMPETITION OBLIGATION	22
ART. 6	OBLIGATIONS OF LICENSOR	22
6.1	PROVISION OF KNOW-HOW.	22
6.2	PROVISION OF TECHNICAL DOCUMENTATION.	22
6.3	TRAINING AND TECHNICAL ASSISTANCE	23
6.3.1	TRAINING AT LICENSOR’S PREMISES	23
6.3.2	TRAINING AND TECHNICAL ASSISTANCE AT LICENSEE’S PREMISES	23
6.4	PAYMENT OF PATENT FEES.	23
6.5	MANUFACTURING EQUIPMENT	24
ART. 7	OBLIGATIONS OF LICENSEE REGARDING MANUFACTURING OF PRODUCTS .	24
7.1	MANUFACTURING AND ASSEMBLY OF PRODUCTS	24
7.2	QUALITY STANDARDS	25
7.3	AUDITS.	25
7.4	LABELLING OF PRODUCTS.	25
ART. 8	SUPPLY OF PARTS AND COMPONENTS AND PRODUCTS BETWEEN THE PARTIES	26
ART. 9	PAYMENTS.	26
9.1	LUMP SUM	26
9.2	ROYALTY.	26
9.3	MINIMUM ROYALTY	27
9.4	STATEMENT OF ROYALTY	27
9.5	LICENSOR’S RIGHT TO VERIFY	27
9.6	TIME OF PAYMENT – DELAYS	27
ART. 10	LICENSOR’S WARRANTIES.	28
10.1	LICENSED TECHNOLOGY WARRANTY.	28
10.2	DISCLAIMER OF OTHER WARRANTIES	28
ART. 11	LIMITATION OF LIABILITY FOR DAMAGES	29
ART. 12	OWNERSHIP OF LICENSED TECHNOLOGY – THIRD-PARTY RIGHTS INFRINGEMENT	29
12.1	OWNERSHIP	29

12.2	INFRINGEMENT CLAIMS BY THIRD PARTIES	30
12.3	INDEMNITY BY LICENSEE	31
ART. 13	REGULATORY MATTERS AND PRODUCT LIABILITY	31
13.1	REGULATORY MATTERS	31
13.2	PRODUCT SAFETY AND PRODUCT LIABILITY	31
ART. 14	FURTHER DEVELOPMENT, IMPROVEMENTS AND SUCCESSOR PRODUCTS . .	32
14.1	MODIFICATIONS AND/OR IMPROVEMENTS OF PRODUCTS AND/OR LICENSED . TECHNOLOGY BY LICENSOR	32
14.2	MODIFICATIONS AND/OR IMPROVEMENTS OF PRODUCTS AND/OR LICENSED . TECHNOLOGY BY LICENSEE	32
ART. 15	CONFIDENTIAL INFORMATION – FORCE MAJEURE – HARDSHIP	33
ART. 16	TERM AND TERMINATION	33
16.1	TERM OF THE CONTRACT	33
16.2	TERMINATION FOR BREACH AND IMPORTANT REASON	33
16.3	TERMINATION FOR BANKRUPTCY OR CHANGE OF CONTROL	33
16.4	EFFECTS OF TERMINATION	34
16.5	COOLING OFF	35
ART. 17	RESOLUTION OF DISPUTES	35
ART. 18	APPLICABLE LAW	36
ART. 19	TAXES	37
ART. 20	MISCELLANEOUS	37

ANNEXES

ANNEX 1	PRODUCTS	39
ANNEX 2	EVENTS TO OCCUR BEFORE THE COMMENCEMENT DATE	40
ANNEX 3	PATENTS	41
ANNEX 4	TECHNICAL DOCUMENTATION	42
ANNEX 5	DESCRIPTION OF THE KNOW-HOW	43

ANNEX 6	DEFINITION OF THE CONTRACTUAL TERRITORY.	44
ANNEX 7	MANUFACTURING EQUIPMENT.	45
ANNEX 8	CONDITIONS FOR SUPPLY OF SOFTWARE AND COMPUTER PROGRAMS	46
ANNEX 9	TRAINING AND TECHNICAL ASSISTANCE	47
ANNEX 10	PAYMENTS.	48
ANNEX 11	SUPPLY OF PARTS AND COMPONENTS.	49

APPENDICES

APPENDIX I	EC REGULATION 772/2004.	53
APPENDIX II	ICC FORCE MAJEURE CLAUSE 2003	67
APPENDIX III	ICC HARDSHIP CLAUSE 2003	71
APPENDIX IV	ICC CONFIDENTIALITY CLAUSE 2006	73
APPENDIX V	UNIDROIT PRINCIPLES 2004.	77

ICC at a Glance	114
ICC Specialized Divisions.....	115
Some Products for Global Business.....	116

FOREWORD

The transfer of technology is an increasingly important feature of commercial transactions, reflecting the increasing importance of intellectual property in the modern knowledge economy. Businesses from all sectors, large and small, find themselves negotiating deals involving technology transfer, often across national borders. In order to provide businesses with an accessible resource for a subset of technology transfer transactions, the International Chamber of Commerce has prepared this Model International Technology Transfer Contract.

Designed for use by non-specialists in the area who are seeking reliable guidance and an adaptable contractual framework, this model covers situations where a company, which itself manufactures certain products, licenses to another company a global package of information and intellectual property rights in order to put the licensee in the condition to manufacture the products using the licensor's technology. As with existing ICC model contracts, the model seeks to balance the interests of the licensor and licensee across a range of industries, and provides comprehensive notes and guidance regarding issues requiring consideration by the parties.

This is the latest in a series of successful ICC model contracts prepared by a dedicated Task Force under the auspices of the ICC's Commission on Commercial Law and Practice, chaired by Professor Fabio Bortolotti (Italy). The model has benefited from the active participation of the Chair, Mr Bortolotti, the Rapporteurs, Jacques Beglinger (Switzerland) and Mark Reutter (Switzerland), and the following Task Force members: Gerhard Aulmich (Germany); Thomas Wilhelm Buehlmeier (Germany); AudeGazet-Talvande (France); Didier Ferrier (France); Vladislav Kuvshinov (Russia); Lauri Railas (Finland); Gonçalo Moreiro Rato (Portugal); Jean-François Serrier (Belgium); Oliver Vaes (Belgium); Marco Venturello (Italy); René Marcel von Samson-Himmelstjerna (Germany); and Jan Pieter Witsen Elias (The Netherlands).