

# TECHNOLOGY TRANSFER AGREEMENT



**Date:**.....

**Between:**

..... [company legal name] whose registered office is at  
..... [address, city and country] and registration/fiscal  
number is .....

**and:**

..... [company legal name] whose registered office is at  
..... [address, city and country] and registration/fiscal  
number is .....

Both parties declare a mutual recognition of their capacity to undertake the following:

- I. That the company ..... (hereafter, “the Licensor”) owns the patents and trademarks as set out in Annex I of the present contract. It therefore has full rights to grant licenses for the exploitation of the said patents, to pass on the appropriate information necessary for the aforementioned exploitation, and to authorize the inclusion of the trade marks into products manufactured and sold.
  
- II. That the company ..... (hereafter, “the Licensee”) wishes to obtain license to manufacture, use and sell the products covered by the patents and trademarks as set out in Annex 2 of the present contract.

Both Parties agree to the following:

**Article 1. Object**

The object of the present contract of technology transfer is: a) the license to manufacture the products described in Annex 1; b) all know-how and technical assistance necessary for the exploitation of the said patents and the manufacture of the aforementioned products; c) the use of the trademarks as set out in Annex 1, for products manufactured under license.

**Article 2. Territory**

The licensed rights of patent, trademark and know-how granted by the Licensor to the Licensee shall be valid only within the following territory ..... [include country o

countries]. The Licensee shall not exploit the licensed technology, nor shall it sell products manufactured under license, in countries covered by parallel patents as set out in Annex 1 for a period of ..... years as from the date on which the said products were first put on sale in the territory described in the present contract.

**Article 3. Technology**

*Alternative A.* The license may be used in all areas of technical activity in which the licensed technology is applied and for any use which the said technology may imply. Should it be deemed necessary, the Parties shall include in the annexes to the present contract a description of all uses of the technology not foreseen at the time of the signing of the present contract, but which may arise at any time throughout the term.

*Alternative B.* The license is granted exclusively for the following applications of the technology: .....  
.....

**Article 4. Exclusivity**

*Alternative A.* The License of patents and trademarks shall be exclusive, and consequently the Licensor shall not exploit the same licenses itself, nor commercialize the products under license, nor grant other licenses in the territory described in the present Contract for the duration of the same. Similarly, it shall not enter into contracts granting the know-how related to the said technology.

*Alternative B.* The license of patents and trademarks shall be exclusive; nevertheless, the Licensee reserves the right to exploit the patents itself and commercialize the products under license in the territory described in the present Contract for the duration of the same. It shall not grant licenses to third parties, nor enter into contracts granting the know-how related to the said technology.

*Alternative C.* The license of patents and trademarks shall not be exclusive. The Licensor may exploit the said licenses itself, commercialize the products under license, and grant licenses to third parties in the territory described in the present Contract for the duration of the same. It shall also be entitled to enter into contracts granting the know-how related to the said licenses. Nevertheless, should more favorable conditions be granted to another licensee in the same territory, the Licensor shall be obliged to grant the same conditions to the Licensee.

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**This is a sample of 2 pages out of 8 of the Technology Transfer Agreement**

**To get more information about this contract click here:**

