ICC Model International Transfer of Technology Contract is the newest addition to the series of international model business contracts developed and published by ICC.

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.

ICC Model International Transfer of Technology Contract is another important tool for attorneys and companies engaged in international trade. It carries the authority of ICC, the organization that pioneered many of the basic rules and mechanisms at the heart of international business.

The International Chamber of Commerce, the World Business Organization based in Paris, is the global leader in the development of standards, rules and reference guides for international trade.

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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 Buehlmeyer (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).