

Agreement	Remarks
<p style="text-align: center;">TECHNOLOGY TRANSFER AGREEMENT</p> <p>THIS TECHNOLOGY TRANSFER AGREEMENT (this "Agreement") is entered into on [1], by and between the following parties:</p> <p>[2] (hereinafter referred to as the "Transferor"), a company duly incorporated and existing under the laws of [3] and [4] (hereinafter referred to as "Transferee"), a company duly incorporated and existing under the laws of [5].</p> <p>WHEREAS, Transferor desires to transfer and assign to Transferee, and Transferee desires to obtain from Transferor, certain know-how relating to [6] upon the terms and conditions set forth herein.</p> <p>NOW, THEREFORE, Transferor and Transferee (hereinafter referred to as "Parties" collectively and as a "Party" individually) hereby agree as follows:</p> <p style="text-align: center;">ARTICLE 1 DEFINITIONS</p> <p>Unless otherwise provided, the following terms and expressions shall have the meanings as set forth below:</p> <p>1.1 "Know-How" refers to the proprietary and confidential technology relating to [6], which is owned by Transferor, including knowledge, experience and all skills required for [7] and known to Transferor, including all Technical Data and information related to [7].</p> <p>1.2 "Technical Data" means all written information including, but not limited to research report and all technical data and information on design, calculation, drawings, manufacturing process, quality control, experiment, installation, measurement and test, operation, maintenance related to [7].</p> <p style="text-align: center;">ARTICLE 2 Technology Transfer</p> <p>2.1 Transferor agrees to transfer and license to Transferee [8] the right to use the Know How on a confidential basis to use for manufacturing [6] during the term of this Agreement.</p>	<p>[1] Date of Agreement</p> <p>[2] Company Name-Transferor of Technology</p> <p>[3] State or Country of incorporation of Transferor</p> <p>[4] Name of Company that is obtaining the rights-transferee of technology</p> <p>[5] State or Country of incorporation of transferee</p> <p>[6] General description of the technology being transferred</p> <p>[7] Intended application of know-how, as drafted the focus is on technical information and not business information, the parties could modify to include relevant business information.</p> <p>.</p> <p>[8] Can clarify if the grant is exclusive or non-exclusive license</p> <p>[10] Lump sum or periodic payments over term. The agreement could alternatively refer to net</p>

<p>2.2 Transferee agrees to pay [10] for transfer and use of the Know-How.</p> <p>ARTICLE 3 Technical Instructions, Modification and Improvement on Technical Data</p> <p>3.1 Transferor agrees to provide to Transferee necessary technical instructions with respect to Know-How under the Section 1.1 to assist Transferee in using the Know-How to use for [7] for a period of [11] days at the beginning of the term.</p> <p>3.2 Transferor shall provide to Transferee any modified and improved Technical Data with respect to the Know-How after the initial transfer of the Know How for a period of [12] years after the Agreement comes into effect. Transferee shall provide to Transferor any modified and improved Technical Data by the Transferee with respect to the Know-How during the term of the Agreement.</p> <p>ARTICLE 4 Termination</p> <p>4.1 This Agreement shall be terminated based upon the occurrence of one of the following conditions [13]:</p> <ul style="list-style-type: none"> • Expiration of the term of the Agreement unless mutually extended. • Bankruptcy or insolvency of the Transferee • Change of control of the Transferee • Failure to pay a periodic payment which is not cured in 30 days. • Mutual Agreement of the parties. <p>4.2 Upon termination of this Agreement Transferee shall return or destroy all Technical Data to Transferor. Additionally, Transferee will refrain from using the Know How [14]</p>	<p>profits, or royalties on sales. If royalty on sales, an audit clause will need to be added.</p> <p>[11] Number of days. The point of this provision is to include a few days of training with the transfer so the Transferee can use the know-how, it is not to offer significant training for the entire term of the contract.</p> <p>[12] As negotiated by the parties.</p> <p>[13] As negotiated by the parties.</p> <p>[14] Without this requirement Transferee could potentially (pending patent licensing issues) continue manufacturing products based on the Know-how post termination, which would create an incentive to terminate early.</p>
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ARTICLE 5 Representations and Warranties of Transferor

5.1 Transferor is a company duly registered, validly existing and in good standing under the laws of [3], and has full legal capacity, power and authority to enter into and execute this Agreement [13].

5.2 Transferor has exclusive property rights in the Know-How and Technical Data, and Transferee, and represents to the knowledge of Transferor [14] that such Know-How will not infringe any third party's rights and interest. Transferor further represents, that to Transferor's knowledge, there is no litigation or dispute that resulted from or relating to the Know-How

5.3 Transferor has not granted and will not grant to any third party any license with respect to the Know-How. [15]

5.4 Transferor agrees to defend, indemnify [16] and hold harmless, Transferee, and Transferees directors, officers, personnel, and successors, from any and all expenses, damages, awards, claims, actions, demands, losses, liabilities and causes of action (including but not limited to, attorney's fees and expenses) arising out of or related to infringement or an alleged infringement of any patent, copyright, trade secret, or trademark for or on account of using and or commercializing Know how to manufacture [6]. Transferor, at its sole expense, will control defense and settlement of all suits or proceedings as described in this section. Transferee will give Transferor prompt written notice of any such claim of which it is formally notified. Failure of Transferee to provide prompt notice does not relieve Transferor of its obligations under this Section unless such failure causes irreparable harm. Regardless, Transferor, has the right to participate in the defense of any such suit or proceeding through counsel of its own choosing and at its own expense.

[14] Knowledge based rep.

[15] Depends on whether Exclusive or non-exclusive license has been granted.

[16] May include indemnity clause and obligation to defend and pay for any lawsuit

<p>ARTICLE 6 Representations and Warranties of Transferee</p> <p>6.1 Transferee is a company duly registered, validly existing and in good standing under the laws of the [5] and has full legal capacity, power and authority to enter into and execute this Agreement.</p> <p>6.2 Transferee warrants that all Know How and Technical Data will be treated as confidential and proprietary and agrees to maintain the Know How and Technical Data with the same degree of care that transferee treats its own confidential and proprietary information and not to disclose the Know How and Technical Data to a third party without the express written consent of the Transferor.</p> <p>6.3 Transferee acknowledges that Know How and Technical Data covered by this Agreement may be subject to U.S. export controls, which are set out in the Export Administration Regulations. As such transferee warrants that no access to such technology shall be provided to any person located outside the United States or to a foreign national inside the United States.</p> <p>ARTICLE 7 Governing Law and Dispute Resolution</p> <p>7.1 This Agreement is governed by the laws of the [20]</p> <p>7.2 In the event a dispute arises in connection with performance of this Agreement, the Parties shall attempt to solve such dispute through friendly consultations. [21] If no mutually acceptable settlement of such dispute is reached, such dispute shall be submitted to the American Arbitration Association (AAA). Arbitration shall take place in Delaware and shall be conducted in accordance</p>	<p>[17] Transferee warrants that it has authority to act.</p> <p>[18] Transferee warrants that Know How and Technical Data will be maintained as confidential</p> <p>[19] Transferee must warrant access to Know How and Technical Data will not be provided to any person in violation of the US export laws.</p> <p>[21] Choice of state or country law is negotiated by parties. Some states, such as New York have certain limitations that must be satisfied before New York law is applied.</p> <p>[21] Parties can agree to negotiate disputes. The result of the arbitration can be either binding or non-binding.</p> <p>[22] Dispute is defined</p>
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<p>with the arbitration rules of the AAA. The parties agree that arbitral award is final and binding upon the Parties.</p> <p>7.3 For the purpose of this Clause 7, "Dispute" means a dispute arises in connection with validity, effective date, interpretation, performance, default liability of and under this Agreement, and that with modification, transfer, dissolution and termination of this Agreement.[22]</p> <hr/> <p style="text-align: center;">ARTICLE 8 Miscellaneous</p> <p>8.1 Both parties represent and warrant that this Agreement has been signed by authorized representatives of the Parties, and shall enter into force upon signature by the Parties. [23]</p> <p>8.2 The Parties may amend this Agreement with respect of any unsolved matter. Any amendment and supplemental agreement to this Agreement shall be made in written. Annexes to this Agreement constitute an integral part of this Agreement, and have equal legal effect as this Agreement. [24]</p> <p>Transferor: Transferee:</p> <p>[25] [25]</p> <p>By: _____ By: _____</p> <hr/>	<p>[23] Rep and warranty that both signatories are authorized to sign</p> <p>[24] Covers amendments to the Agreement</p> <p>[25] Signatures and Titles</p>
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