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LICENSING, TURN-KEY AND JOINT VENTURE CONTRACTS 1/

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License Agreement

THIS AGREEMENT, made and entered into, 19____.
by and between a company organized under the laws
of Japan (hereinafter referred to as "LICENSOR"), and

.....

a corporation organized under the laws of, (here-
inafter referred to as "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR for many years has been and is currently
engaged in an extensive research program dealing with the
manufacture of, and has developed know-how and technique
for said manufacture;

WHEREAS, LICENSOR is the owner or the assignee of the
entire right, title and interest in, to and under the Letters
Patent of the U. S. described in Schedule I attached herewith,
for, and corresponding foreign patents, and further
will own still more U. S. and foreign patents relating thereto;

WHEREAS, LICENSEE desires to obtain a license to use, in
the LICENSEE's operations, LICENSOR's technical information,
know-how and operating data, together with a license under
patent rights of LICENSOR, all to the extent defined and
specified hereinafter;

AND WHEREAS, for and in consideration of the covenants
and conditions hereinafter set forth, the parties hereto agree

to the following

terms:

1. LICENSEE shall

2. LICENSEE shall

3. LICENSEE shall

hereof, which during the term of this agreement are or shall be owned by LICENSOR or under which patents LICENSOR shall have the unrestricted right to grant licenses without making payments therefor to others. Such patents shall be listed on the Schedule I hereto attached. Patents to be issued during the term of this agreement shall be added from time to time to said Schedule I.

- B. "Process" - The patents owned by the Licensor dealing with the manufacture of, including the method of control of production process and analysis of products on which Licensor has the right to grant license.
- C. "Net Selling Price" - LICENSEE's gross receipts less the usual discounts and allowances to customers, refunds for returned goods, excise and sales taxes and cost of transportation.
- D. "Subsidiary of LICENSEE" - A corporation or company fifty (50) percent or more of whose shares is owned or controlled, directly or indirectly, by LICENSEE.
- E. "Territory" -, its territories and possessions.
- F. "Day of First Operation" - The day on which the initial feed stock is charged in the plant.
- G. "Effective Date of This Agreement" - days after the day on which the party to this Agreement, second to execute, executes the Agreement.
- H. "Subsidiary of Licensee" - The corporation in which Licensee owns or controls directly and indirectly more than 50% of the voting shares.

Art. 2 (LICENSE) - LICENSOR hereby grants to LICENSEE:

- A. A non-exclusive license under the know-how and techniques of LICENSOR to manufacture in the Territory the developed by LICENSOR.
- B. A non-exclusive license to use, sell and dispose of, either within or without the Territory, with the exception of Japan, all the manufactured by the use of LICENSOR's Process.

The license granted hereunder shall continue for the full term of this Agreement.

LICENSOR agrees that the license here granted may be extended by LICENSEE to any and all Subsidiaries of LICENSEE in the Territory, but with the understanding that the operation of each Subsidiary of LICENSEE under the license here granted shall be deemed the operation of LICENSEE. LICENSEE shall give written notice of each Subsidiary of LICENSEE operating under the license here granted and all limitations, terms and conditions of this Agreement and license shall apply to and be binding on each Subsidiary of LICENSEE to which the license here granted is extended.

Art. 3 (TECHNICAL INFORMATION) - LICENSOR shall furnish to LICENSEE certain technical information with respect to the Process for the manufacture of

..... plant to to produce The detailed process to enable LICENSEE thereof

- B. Detailed design information for specialized equipment installed as part of said plant or plants mentioned above.
- C. For a period of up to three (3) months subsequent to the Effective Date of this Agreement and prior to the Date of First Operation, LICENSOR shall make available to LICENSEE at or near LICENSEE's plant and as required by LICENSEE, an experienced and qualified engineer for assistance in design and construction. LICENSEE shall reimburse LICENSOR for the services of such engineer at the rate of dollars (\$) per day and shall pay all living expenses during such period, and travel expenses to and from the regular place of employment of such engineer in
- D. For a period of three (3) months subsequent to the Date of First Operation such period not to extend beyond one (1) year from such Date, LICENSEE shall make available to LICENSOR, at or near LICENSEE's plant, as required by LICENSOR, an experienced and qualified operating engineer. LICENSEE shall reimburse LICENSOR for the services of such engineer at the rate of dollars (\$) per day and shall pay all living expenses during such period and travel expenses to and from the regular place of employment of such engineer in
- E. During the term of this Agreement, if requested by LICENSEE, and provided that salaries and all other expenses shall be paid by LICENSEE, LICENSOR shall provide for a reasonable number of employees of LICENSEE (not to exceed three (3)) in plants of LICENSOR in a course of training and instruction for a period of not more than ninety (90) days in the design and efficient operation of plant. LICENSOR shall also permit, during the term of this Agreement, other representatives of LICENSEE, from time to time

to visit LICENSOR's laboratories and LICENSOR's plants using the process involved herein in and provide them with such information and advice as may reasonable be required by them for the proper and efficient operation of LICENSEE's plant.

Art. 4 (TRADEMARK) - LICENSEE agrees that all the products manufactured hereunder shall bear the trademark LICENSOR will register as trademark in any country unless difficulties shall arise from the viewpoint of Trade Mark Laws.

Art. 5 (ROYALTY)

A. LICENSEE shall pay to LICENSOR a total of dollars (\$) in equal installments. The first of which installments shall be paid within thirty (30) days after the effective date of this agreement, the second of which installments shall be paid within thirty (30) days after the date on which all the technical information in written form to be supplied initially by LICENSOR is received by LICENSEE.

B. LICENSEE shall pay to LICENSOR royalties as follows: In case the articles are sold,% of the net selling price, f.o.b. LICENSEE's plant for all the articles manufactured by using know-how and technique developed by LICENSOR.

When the articles are not sold, but destined for research or experimental use,% of the net selling price for all the articles manufactured by using know-how and technique developed by LICENSOR.

Art. 6 (PAYMENTS) - All payments specified herein to be made by LICENSEE to LICENSOR shall be paid in U.S. dollars at such bank as LICENSOR may from time to time nominate in writing or its duly authorized agent of LICENSOR located anywhere in the world as LICENSOR may from time to time nominate in writing. To the extent that such payable income subject to tax under the tax laws of and applicable treaties between and, LICENSEE may, as required by law, withhold from each payment the amounts of said taxes due and required to be withheld, and in such cases LICENSEE shall furnish LICENSOR with a certificate of payment executed by the appropriate official of the Government of, certifying that such tax has been paid.

Art. 7 (INVALIDITY OF PATENTS NOT TO AFFECT ROYALTIES) - It is expressly understood between the parties that the royalties payable hereunder by LICENSEE are consideration for the furnishing of services, technical information and know-how by LICENSOR, without regard to the issuance, scope, validity, continuance, expiration or revocation of any Patent Rights of LICENSOR, and without regard to the issuance or existence of any patent or patents held by any third party or its effect upon LICENSEE's operations.

Art. 8 (BOOKS OF ACCOUNTS) - LICENSEE shall keep all proper and usual books of accounts relating to its business containing such entries as may be necessary to determine amounts payable to LICENSOR and shall permit the inspection and the making of copies thereof by LICENSOR or its duly authorized representatives at all reasonable times.

Art. 9 (STATEMENTS) - Within thirty (30) days following the end of each six (6) month period after the Date of First Operation, LICENSEE shall submit to LICENSOR a detailed statement of all the articles manufactured and sold during such six (6) month period, together with all information necessary for the computation of any payments then due to LICENSOR under the provisions of Art. 5 of this Agreement.

Art. 10 (IMPROVEMENTS)

A. LICENSEE shall be entitled to the use, without the payment of additional royalties, of any and all improvements in the Process which, during the term of this Agreement, LICENSOR shall make or discover or become entitled to use without payment to others or without the use thereof being restricted by agreement with others.

B. If LICENSEE, or any Subsidiary of LICENSEE, shall at any time or times during the term of this Agreement, make or discover or become entitled to any improvements in the Process, then, whether such improvement shall be patentable or not, LICENSEE shall forthwith communicate and explain the same to LICENSOR, and LICENSOR shall be entitled to use and license the same without any payment in respect thereof. In every such case, LICENSEE shall, if so requested by LICENSOR, apply for patents outside the Territory, and LICENSEE will grant LICENSOR a non-exclusive license, together with the right to grant sub-licenses, for such patents.

not disclose any confidential information to any person or corporation except employees and contractors of LICENSEE or LICENSOR and then only to the extent required by the nature of the work to be performed by such employees or contractors. LICENSOR and LICENSEE agree that they will not employ any contractor to render services in connection with any plant of LICENSEE or LICENSOR unless such contractor enters a binding, written agreement to treat as confidential all technical information disclosed to or acquired by contractor in the course of said employment.

Art. 12 (GUARANTEE) - LICENSOR hereby covenants and warrants to and with LICENSEE that at LICENSOR's plant the raw material balance, quality and yield of the product as exhibited in Schedule II attached hereto are being realized. LICENSOR further undertakes and warrants that if LICENSEE's plant be designed, constructed and operated in strict conformity with technical information to be supplied by LICENSOR and other instructions of LICENSOR, such raw material balance, quality and yield shall be realized in LICENSEE's plant. LICENSOR's warranty described in the foregoing Article shall be established by five (5) day performance test(s) according to the procedures described in the attached Schedule III.

Art. 13 (TERM AND TERMINATION)

A. This Agreement shall commence on the Effective Date of the Agreement and shall remain in effect for a term of ten (10) years from such date and shall thereafter continue in effect for further periods of ten (10) years each unless either party gives written notice of termination at least one (1) year previous to the expiration of the primary ten (10) year term or written notice of termination six (6) months previous to the expiration of this agreement as provided herein shall not operate to discharge LICENSEE from any liability then accrued.

- B. In the event either party shall be in default as to any of the terms or provisions of this Agreement and shall continue in default for a period of thirty (30) days after the giving by the other party of written notice of the existence of such default, or shall become involved in insolvency, dissolution, bankruptcy or receivership proceedings affecting the operation of its business or shall discontinue its business for any reason, then, in such case, the other party shall have the right, at its option, to terminate this Agreement. Such termination shall not affect any rights or obligations accrued at the time of such termination.
- C. Termination of this Agreement shall not terminate, in any way, LICENSEE's obligations under Art. 11 hereof.

Art. 14 (FORCE MAJEURE) - Neither party shall be liable for failure to perform its part of this Agreement (except payment by LICENSEE hereunder) when such failure is due to fire, flood, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), embargoes, blockades, legal restrictions, riots, insurrections, or any cause beyond the control of the parties.

Art. 15 (LITIGATION) - In the event that a legal action for patent infringement is taken by a third party against LICENSEE with respect to know-how and technicals furnished hereunder by LICENSOR, or in the event that a third party infringes the Patent Rights of LICENSOR, LICENSOR will be required to assist LICENSEE for the defense of such action or in taking a legal action against such third party. LICENSOR shall also assist LICENSEE in any information gathering, legal or otherwise, available to it and material to the defense or prosecution of such actions.

Art. 16 (MODIFICATION OR WAIVER) - This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and there are no prior representations, warranties or agreements relating thereto. This Agreement shall not be modified except by a duly signed instrument in writing.

The waiver by either party of any breach of any provision hereof shall not be construed to be a waiver of any subsequent breach of such provision or a waiver of the provision itself.

Art. 17 (ASSIGNABILITY) - This Agreement shall be binding on and shall inure to the benefit of LICENSOR, its assigns and successors in interest, and shall be binding upon and shall inure to the benefit of LICENSEE and its assigns and successors in interest; but in no event shall LICENSEE assign this Agreement without the prior written consent of LICENSOR.

Art. 18 (DISPUTES) - Any controversy arising out of this agreement, or the breach hereof, shall be settled by arbitration in in accordance with the Rules of the International Chamber of Commerce and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Art. 19 (NOTICES) - All notices required or authorized to be given hereunder shall be in writing and shall be directed to the addresses set forth below or to such other address as either of the parties may, from time to time, designate by notice in writing to the other. All notices so addressed, if sent by registered air mail, shall be deemed to have been received on the seventh (7th) day next after the date on which such notices were posted

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in English and caused their seals to be hereunto affixed, as of the day and year first above written.

.....

By _____
President

Attest

.....

By _____
President

Attest

JOINT VENTURE - JAPAN

(AGREEMENT TO FORM JOINTLY OWNED COMPANY)

AGREEMENT made and entered into between A INC. a corporation organized and existing under the laws of _____ having its principal offices in _____, United States of America (hereinafter referred to as "A"), and B LIMITED, a corporation organized and existing under the laws of Japan, having its principal offices in Tokyo, Japan (hereinafter referred to as "B").

WITNESSETH :

WHEREAS, A is engaged in the manufacture and sale of _____ and _____ embodying designs, styles, and special features developed by A and/or manufactured by special processes developed by A; and

WHEREAS, B is engaged in the manufacture and sale of various kinds and types of _____ and _____ products in Japan; and

WHEREAS, A and B, inter alia, desirous of organizing a corporation under the laws of Japan, to engage in the manufacture and sale of _____ and _____ embodying the designs, styles, and special features developed by A and/or manufactured by the special processes developed by A.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definition

As used in this Agreement, the following terms shall have the following definitions:

"A" shall mean A INC., a corporation having its principal offices in _____, U.S.A.

"B" shall mean B LIMITED, a corporation having its principal offices in Tokyo, Japan.

"PROMOTERS" shall mean seven individuals designated by B.

"AD" shall mean "AB LIMITED", a Japanese corporation to be organized by the PROMOTERS.

"PARTY" or "PARTIES" shall mean A and/or B.

"RELATED CORPORATION" shall mean a parent corporation of a PARTY.

"A PRODUCT" shall mean the _____, the manufacture of which is licensed by A to AD.

"A PROCESSES" shall mean the special processes developed by A to produce A PRODUCT.

"AD TERRITORY" shall mean _____, _____, _____, _____.

Section 1. Association of PROMOTERS.

The PROMOTERS shall constitute an association of promoters for the organization of AB LIMITED, hereinafter called "AD".

Section 2. Capital of AD

The authorized capital of AD shall be _____ yen. The _____ shall be considered part of B's shares.

Section 6. Transfer of Shares in AD

In the event a PARTY desires to sell or transfer all or part of its shares in AD, it shall first offer to sell the shares to the other PARTY at a price equal to the book value of the shares.

Section 7. Dividend Policy

It shall be the policy of the PARTIES not to have AD declare dividends for a period of five years. The PARTIES agree to cause AD to retain its first five years profits accordingly.

Section 8. Directors, Officers, Outside Accountant

The management of AD shall be the responsibility of its board of directors. Each PARTY shall have the right to nominate two directors and one auditor. AD shall retain an independent certified public accountant having offices in Japan, who shall be nominated by A.

Section 9. Employees: Managerial Assistance

B shall make its executives available to AD for managerial assistance.

Section 10. Loans

B shall arrange for and guarantee the necessary bank loans.

Section 11. Lease

B shall lease to AD facilities suitable for the manufacture of A PRODUCTS.

Section 12. Technical Assistance and Supply of Necessary Materials

A shall render technical assistance to AD in accordance with Exhibit B. A and B shall use its best efforts to obtain necessary materials for AD.

Section 13. Use of A DESIGNS and A PROCESSES

B agrees that the A DESIGNS and A PROCESSES disclosed by A to AD shall be for AD's temporary use only in accordance with Exhibit B.

Section 14. Sales of A PRODUCTS

AD will sell A PRODUCTS in AD TERRITORY. AD may sell A PRODUCTS to countries outside AD TERRITORY with the prior written consent of A.

Section 15. Protection of Name "A"

B agrees that it will not, at any time, use the name "A" or any name confusingly similar thereto in any way whatsoever.

Section 16. Business Limitation

B agrees not to produce any product embodying designs, styles, or special features developed by A or manufactured by special processes developed by A.

Section 17. Termination

This agreement shall remain in force and effect for as long as the parties shall agree from the effective date of

Section 19. Notices, etc.

All notices required of the PARTIES by this Agreement shall be in writing and deemed served if sent by registered mail addressed to other PARTY.

Section 20. Termination for Breach or Otherwise

If any of the terms or conditions of this Agreement are substantially breached and are not corrected within 90 days after written notice thereof is given by a complaining PARTY, then the complaining party shall be able to terminate this Agreement.

Section 21. Arbitration

Any dispute or difference which may arise from this Agreement shall be finally settled by arbitration either in Tokyo or New York.

Section 22. Government Law

This Agreement shall be governed by the laws of Japan.

Section 23. Assignment

This Agreement shall be binding upon the successors, assigns, and legal representatives of the PARTIES.

Section 24. Government Approval, etc.

The effective date of this Agreement shall be the date when this Agreement are finally approved by the Japanese Government. B shall furnish A with two copies of the official notification of approval of this Agreement.

Section 25. Interpretation of Agreement

In case of doubt as to the interpretation of any of the provisions of this Agreement, the English language version of this Agreement shall be controlling.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the dates and at the places set forth below.

Turn key contract

1. Name and address of parties

2. Preamble

The intent of contracting parties are expressed.

3. Definition

Meanings of selected terms used in the contract are defined.

4. Obligation of buyer

Obligations of buyer such as procurement of locally available tools, materials, supplies, labor, obtainment of government licenses for import, preparation of plant site etc. are stated.

5. Obligation of seller

1) Supply of Know-How and Engineering Service

2) Supply and delivery of equipment, spare parts and materials

The list of items to be supplied are attached as Exhibit the procedures of shipment, delivery schedule, etc. are provided.

3) Legal Obligation

Seller declares that it will conform to laws and regulations of recipient country.

4) Lien

Seller holds buyer harmless from claims of third parties.

5) Documents to be supplied

Technical and other documents to be supplied by seller are stated.

6. **Services rendered by seller in connection with the construction and operation of the plant, such as furnishing of erection and start-up engineers, training of buyer's personnel, etc. are stated.**
7. **Inspection by buyer of the manufacturing plant of the equipment to be supplied.**
8. **Price and terms of payment**

Total contract price, its breakdown including the price of know-how, engineering service, equipment, spare parts, material, etc. are detailed and method of payment is defined.

9. **Guarantee, liabilities and damage liquidation**

Seller guarantees on delivery schedule, material and workmanship, performance of plant, power independence and the conditions of guarantee are detailed. Penalties on non-fulfillment of guarantee are defined.

Responsibilities are assigned

Insurance of the equipment to be made by both parties during transport and before plant

13. **Applicable Law and Arbitration**

Law applicable to the contract and agreed method of arbitration are stated.

14. **Assignment of contract**

Whether the rights and obligations under the contract are assignable or not.

15. **Performance bond**

Seller deposits bond with the bank to guarantee its fulfillment of obligation.

16. **Termination**

Date of termination, causes of earlier termination.

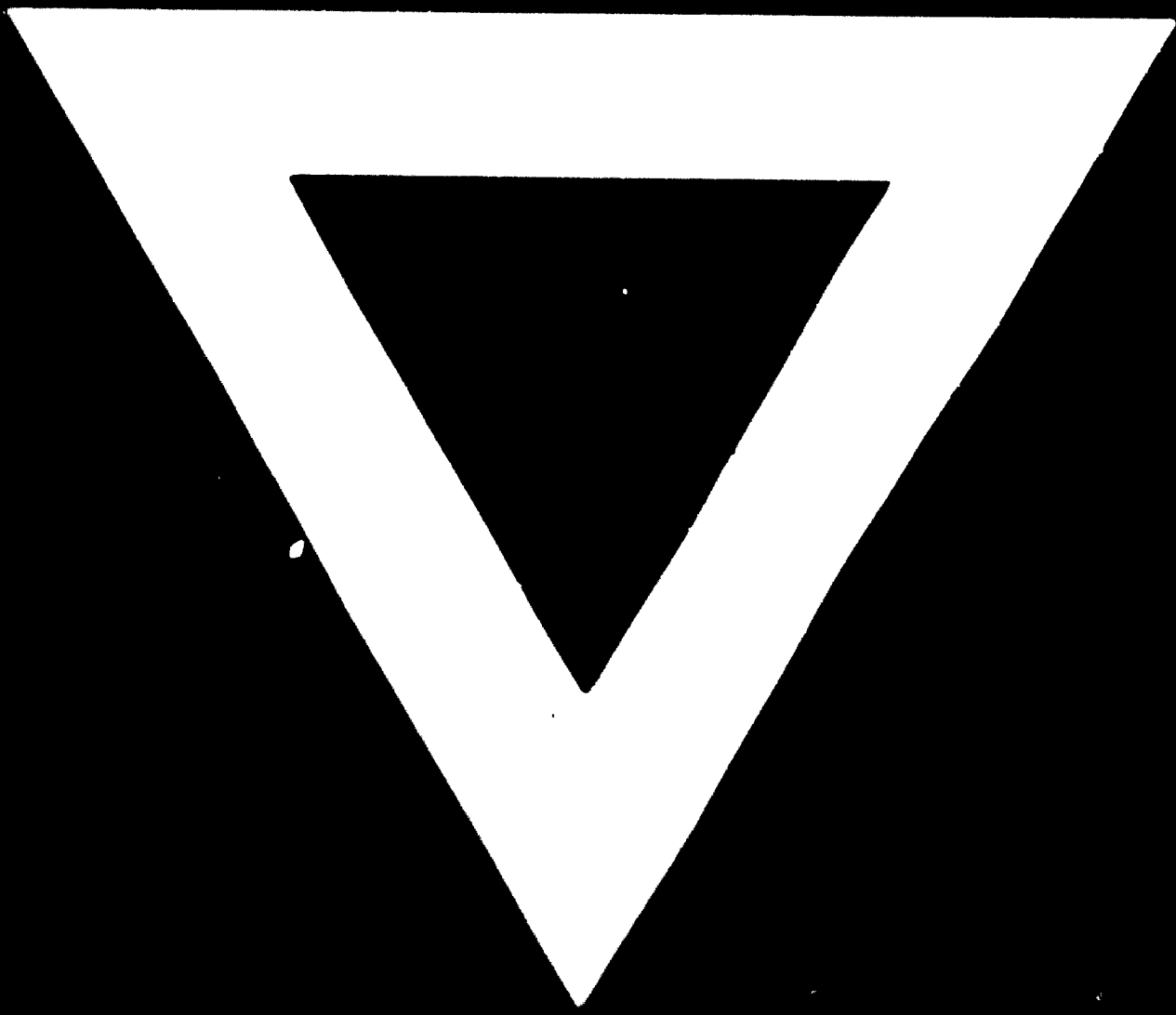
17. **Effective Date of contract**

Date when the contract becomes effective.

Various Exhibits

Equipment List, spare parts list, contents of erection work, method of plant commissioning, method of performance guarantee test, product specification, delivery schedule, etc.





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