

TECHNOLOGY TRANSFER AGREEMENT

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This Technology Transfer Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[TRANSFEROR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [TRANSFEROR ADDRESS] ("**Transferor**"); and

[TRANSFeree LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [TRANSFeree ADDRESS] ("**Transferee**").

Transferor and Transferee are each a "**Party**" and together the "**Parties**."

Recitals. Transferor has developed certain technology, technical know-how, and related intellectual property and is willing to transfer and license that technology to Transferee and to provide technical assistance to enable Transferee to use it. Transferee wishes to receive that technology and assistance for the purposes described below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Technology. "**Technology**" means the technology described in **Exhibit A**, including the Technical Information, the Licensed IP, and the materials and deliverables to be transferred under this Agreement.

1.2 Technical Information. "**Technical Information**" means the know-how, trade secrets, designs, specifications, drawings, formulas, processes, data, software, and other technical materials relating to the Technology, in whatever form, that Transferor will disclose or deliver to Transferee.

1.3 Licensed IP. "**Licensed IP**" means the patents, patent applications, copyrights, and other registered or registrable intellectual property rights of Transferor that are listed in **Exhibit A** and that are necessary or useful to practice the Technology.

1.4 Improvements. "**Improvements**" means any modification, enhancement, or derivative of the Technology developed by either Party during the Term, whether or not patentable.

1.5 Field of Use. "**Field of Use**" means [DESCRIBE, e.g. manufacture and sale of [PRODUCTS] in [INDUSTRY]].

1.6 Territory. "**Territory**" means [GEOGRAPHIC SCOPE].

2. Transfer of Technology and License Grant

2.1 Delivery of Technical Information. Within [NUMBER] days of the Effective Date and in accordance with the transfer plan in **Exhibit B**, Transferor will deliver to Transferee the Technical Information and the materials listed in **Exhibit A**, in the formats described there.

2.2 License grant. Subject to this Agreement and payment of all amounts due, Transferor grants Transferee a [EXCLUSIVE / NON-EXCLUSIVE], [NON-TRANSFERABLE] license under the Licensed IP and the Technical Information to use, make, have made, and sell products embodying the Technology, solely within the Field of Use and the Territory, during the Term.

2.3 Sublicensing. Transferee [MAY / MAY NOT] grant sublicenses. Any permitted sublicense must be in writing, must be consistent with and no broader than this Agreement, and Transferee remains responsible for its sublicensees' compliance.

2.4 Reservation of rights. All rights not expressly granted are reserved by Transferor. Except for the express transfer of materials in Section 2.1, this Agreement licenses rights but does not transfer ownership of the Licensed IP or Technical Information.

3. Technical Assistance and Training

3.1 Assistance. Transferor will provide the technical assistance, training, and support described in **Exhibit B** to enable Transferee's personnel to use the Technology, including up to [NUMBER] days of on-site or remote training.

3.2 Personnel. Each Party will designate a technical coordinator to manage the transfer. Transferee will make qualified personnel available to receive the training and will follow Transferor's reasonable instructions for safe and correct use of the Technology.

3.3 Additional services. Technical assistance beyond what **Exhibit B** describes will be provided, if at all, under a separate statement of work and at the rates set out in **Exhibit C**.

4. Acceptance

4.1 Acceptance testing. If **Exhibit B** specifies acceptance criteria, Transferee will test the transferred Technology against those criteria within the acceptance period stated there.

4.2 Acceptance or rejection. Transferee will notify Transferor in writing of acceptance or of any failure to meet the acceptance criteria. If Transferee identifies a failure, Transferor will use reasonable efforts to correct it and resubmit. If Transferee does not provide notice within the acceptance period, the Technology is deemed accepted.

5. Fees and Payment

5.1 Transfer fee. Transferee will pay Transferor a technology transfer fee of [AMOUNT AND CURRENCY], payable on the schedule in **Exhibit C**.

5.2 Running royalty. In addition, Transferee will pay a royalty of [PERCENTAGE]% of [NET SALES / OTHER BASIS] of products embodying the Technology, as further described in **Exhibit C**.

5.3 Reports, records, and audit. Within [NUMBER] days after the end of each [CALENDAR QUARTER], Transferee will deliver a written royalty report and payment. Transferee will maintain supporting records for at least [NUMBER, e.g. 5] years, which Transferor may audit no more than once per year on reasonable notice; if an audit reveals an underpayment of more than [e.g. 5]%, Transferee will pay the shortfall and the reasonable cost of the audit.

5.4 Taxes and late payment. Amounts are exclusive of taxes; Transferee is responsible for all applicable taxes other than taxes on Transferor's net income. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

6. Ownership and Improvements

6.1 Ownership. Transferor retains ownership of the Technology, the Licensed IP, and the Technical Information, except for materials expressly transferred under Section 2.1.

6.2 Improvements by Transferee. Transferee owns Improvements it develops, subject to Transferor's underlying rights. Transferee grants Transferor a **[NON-EXCLUSIVE, ROYALTY-FREE / AS NEGOTIATED]** license to use Transferee's Improvements, on the terms in **Exhibit A**.

6.3 Improvements by Transferor. During the Term, Transferor will make available to Transferee, under this Agreement, any Improvements it develops that are within the Field of Use, on the terms in **Exhibit A**.

6.4 Patent filings. The Party that owns an Improvement controls and pays for patent filings on it, and the other Party will provide reasonable cooperation.

7. Confidentiality

7.1 Obligations. Each Party will treat the other's Technical Information and other Confidential Information as confidential, use it only to perform under this Agreement, protect it with at least the same care it uses for its own confidential information (and no less than reasonable care), and disclose it only to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

7.2 Trade secrets. Transferee acknowledges that the Technical Information includes valuable trade secrets and will implement reasonable measures to protect them, including restricting access to personnel with a need to know.

7.3 Exclusions and compelled disclosure. Confidentiality obligations do not apply to information that is public through no fault of the receiving Party, was already known without restriction, is rightfully obtained from a third party, or is independently developed. A Party may disclose Confidential Information as required by law, with prompt notice where legally permitted.

7.4 Duration. The confidentiality obligations survive termination and continue for **[NUMBER, e.g. 5]** years, or, for trade secrets, for as long as they remain trade secrets under applicable law.

8. Representations, Warranties, and Liability

8.1 By Transferor. Transferor represents that it owns or controls the Technology and the Licensed IP, that it has the right to transfer and license them, and that, to its knowledge, the Technology does not infringe the intellectual property rights of any third party.

8.2 By Transferee. Transferee represents that it has the authority to enter into this Agreement and will use the Technology in compliance with applicable law and within the Field of Use.

8.3 Disclaimer. Except for the express warranties in this Section 8, the Technology and Technical Information are provided "as is," and Transferor disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

8.4 Indemnification. Transferor will defend Transferee against third-party claims that the Technology, as transferred, infringes that third party's intellectual property rights, and Transferee will defend Transferor against claims arising from Transferee's products, modifications, or use outside the Field of Use. The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate.

8.5 Limitation of liability. Except for the indemnification obligations in Section 8.4, breach of confidentiality, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special,

consequential, or punitive damages, and each Party's total aggregate liability will not exceed [AMOUNT / the total fees paid under this Agreement].

9. Export Control and Regulatory Compliance

9.1 **Export compliance.** Each Party will comply with all applicable export-control, import, and sanctions laws relating to the Technology and Technical Information, and neither Party will export or re-export them in violation of those laws.

9.2 **Government approvals.** Transferee is responsible for obtaining any government registrations, approvals, or filings required in the Territory to receive or use the Technology, and Transferor will provide reasonable cooperation.

10. Term, Termination, and General Provisions

10.1 **Term.** This Agreement begins on the Effective Date and continues for [TERM, e.g. ten (10) years] unless terminated earlier under this Section (the "Term").

10.2 **Termination for cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice describing the breach.

10.3 **Effect of termination.** On termination, the license ends (except for fully paid, perpetual rights expressly stated to survive), Transferee will cease using the Technology, and each Party will return or destroy the other's Confidential Information, subject to routine backups and legal retention. Accrued payment obligations survive.

10.4 **Survival.** Sections 5 (for amounts accrued), 6, 7, 8, 9, and this Section 10 survive termination.

10.5 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and by applicable federal law. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.6 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.7 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.8 **Entire agreement; amendment; severability; waiver.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties. If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

10.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TRANSFEROR	TRANSFeree
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

Exhibit A — Technology, Licensed IP, and Improvements

- Description of the Technology: [DESCRIBE] - Technical Information and materials to be transferred: [LIST] - Licensed IP (patents, applications, registrations): [LIST] - Field of Use and Territory: [DESCRIBE]
- Improvements cross-license terms: [DESCRIBE]

Exhibit B — Transfer Plan, Assistance, and Acceptance

- Delivery milestones and formats: [DESCRIBE] - Training and technical assistance: [DESCRIBE] - Acceptance criteria and period: [DESCRIBE]

Exhibit C — Fees and Rates

- Transfer fee and schedule: [DESCRIBE] - Royalty rate and basis: [DESCRIBE] - Rates for additional services: [DESCRIBE]

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