

TECHNOLOGY TRANSFER AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made at _____ this _____ day of _____ in the Christian Year Two Thousand _____ **BETWEEN ABC Private Ltd.**, a Private Limited Company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, represented by its Director _____, hereinafter referred to as “**THE TRANSFEROR/LICENSOR**” (which expression shall, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the **ONE PART; AND XYZ Private Ltd.**, a Private Limited Company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, represented by its Director _____, hereinafter referred to as “**THE TRANSFEREE/LICENSEE**” (which expression shall, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the **OTHER PART**;

WHEREAS:

- (a) The Transferor/Licensor is engaged in the business of manufacture/production and Sale of _____ (hereinafter called “**the Product**”).

- (b) The Transferor/Licensors is in possession of extensive technical know-how and technical information concerning the manufacture of such product/s and has at its disposal skilled technical personnel to assist in the transfer of such know-how and technical information; and
- (c) The Transferee/Licensee desires to obtain and Transferor/Licensors is willing to transfer/grant, the right and license to manufacture, use and sell the Product/s utilizing technical Know-how furnished by Transferor/Licensors on the terms and conditions recorded in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

- (a) "Technical Know-how" means all technical information, technical knowledge, techniques, data, standard calculations and other information developed or being used and currently in the possession of the Transferor/Licensors relating to the manufacture/production, use and sale of the Product/s. The specifications of the same are more particularly described in the **First Schedule** hereunder written.
- (b) "Intellectual Property Rights" or "IPR" means all registered industrial and intellectual property rights including patents,

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