

기술이전, 라이선스, 공동개발 계약서에서 개발완료 및 상업화 관련 Diligence 의무규정

및 위반 시 계약종료사유 영문계약조항 샘플



### Definition of Diligence

Each party shall diligently perform the responsibilities assigned to it under the Development Plan and this Agreement expeditiously and efficiently.

Licensee shall use best efforts to Develop and obtain Regulatory Approval for the Licensed Product in the Territory ("**Development Diligence**").

Licensee shall use best efforts to Commercialize the Licensed Product in all Indications in the Territory. Without limitation to the foregoing, Licensee will commence Commercialization of the Licensed Product in the Territory within ninety (90) days after obtaining all Regulatory Approvals necessary in the Territory for the Commercialization of a Licensed Product ("**Commercialization Diligence**").

### Termination for Cause

### **Failure of Diligence.**

Licensee shall use best efforts to perform the responsibilities assigned to it under this Agreement. Diligence shall mean Development Diligence under Section xx and Commercialization Diligence under Section yy.

If Licensee has breached its Diligence obligations set forth in this Agreement, Licensor may provide written notice to Licensee of the alleged breach of its Diligence obligations.

Licensee shall have a period of thirty (30) days from the receipt of such notice to meet with Licensor to discuss the activities that are being pursued to address the failure of Diligence.

In any event, Licensee shall initiate a program to address the failure of Diligence within forty-five (45) days from Licensee's receipt of such notice, and the period for Licensee to cure the breach of its Diligence obligations shall not be longer than ninety (90) days from the receipt of such notice.

If, after expiry of this ninety (90) days period, an independent expert selected by Licensor determines that Licensee has failed to meet its Diligence obligations set forth in this Agreement, Licensor shall have the right to terminate this Agreement forthwith and Licensee shall bear the costs of the independent expert.

국제계약, 영문계약, 계약분쟁, 손해배상, 민형사소송, Claim, License, R&D 제휴계약

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