

국제계약, 영문계약, 특허실시, 영업비밀, 기술이전 라이선스 계약서에서 계약종료

TERMINATION 조항 샘플



8.1 TERMINATION

(a) This Agreement may be terminated by either Party by its giving one hundred twenty (120) days notice to the other Party in the event of failure by such other Party to fulfill any of its obligations under this Agreement; provided, however, that if during the period of such notice, such other Party remedies such failure, this Agreement shall continue with the same force and effect as if such notice had not been given .

- 계약 불이행 사항은 120일 내 치유하지 않으면 계약 해지됨. 120일은 다소 관대함. 보통 30~60일 정도임.

(b) This Agreement may be terminated by Licensor in the event that Licensee become owned and controlled, directly or indirectly, by a competitor of Licensor in the business of manufacturing Licensed Products.

- 실시자가 경쟁사에 팔리거나 직간접적으로 경영권이 넘어가면 계약 해지됨

(c) Licensor may terminate this Agreement forthwith in the event of the liquidation, moratorium, bankruptcy or insolvency of Licensee, the attachment, sequestration or other similar judicial acts on all or substantially all of Licensee's assets, the nationalization of the industry which encompasses any of the Licensed Products, any suspension of payments hereunder by governmental regulation, or the existence of a state of war or national emergency in China. Such termination shall be without prejudice to any other rights or claims Licensor may have against Licensee.

- 기타 계약해지 조건으로서 실시자의 파산 등의 사유를 언급.

(d) In the event of expiration or termination of this Agreement for any reason other than Licensor's breach of its material obligations hereunder, Licensee's right under Article 3 shall cease and Licensee shall promptly cease the manufacture and sale of the Licensed Products and, in accordance with Licensor's request, return or destroy the Technical Documentation.

- 실시자 귀책의 계약 해지시 사후 처리를 규정

8.2 IMMEDIATE PAYMENT

Unless this Agreement is terminated due to Licensor's breach of its material obligations hereunder, Licensor shall not be liable to Licensee for damages of any kind on account of termination of this Agreement, as provided herein, whether such damages result from loss through commitments or obligations, from loss of investments or of present or prospective profits or from inability to meet obligations or from any other cause. Termination of this Agreement shall not relieve Licensee from its obligation to make all

payment called for under this Agreement. Upon expiration or termination of this Agreement for any reason, all outstanding payments payable by Licensee hereunder shall accrue and become immediately due and payable to Licensor. Nothing in the Agreement shall prevent either party from enforcing the provisions thereof by such remedies as may be available in lieu of termination.

- 실시자 귀책의 계약 해지시, 공여자 면책 조항 및 즉각적인 로열티 지불 의무를 규정

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

T. 02-591-0657 E. kkh@kasanlaw.com H. www.kasanlaw.com