

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

TECHNICAL ASSISTANCE 조항 샘플



ARTICLE 2 - TECHNICAL ASSISTANCE

2.1 TECHNICAL DOCUMENTATION

(a) Licensor shall furnish to Licensee, in accordance with the time schedule to be agreed upon between the Parties, one (1) set of hard copies of the Technical Documentation. If Licensee discovers that any of the documents are missing or illegible or damaged, Licensee shall inform Licensor in writing and Licensor shall make such documents available for Licensee within twenty (20) days of receiving such notice.

(b) The foregoing Technical Documentation to be furnished under paragraph 2.1

(a) above shall be delivered to Licensee and shall be the latest version as of the time it is delivered or sent.

(c) Licensee shall pay Licensor for any additional copies of the Technical Documentation requested by Licensee at the rates agreed upon in writing by both Parties prior to sending.

(d) Nothing in this Agreement shall be construed to require that Licensor furnish Licensee with any technical information on any products other than Licensed Product or any technical information which may not be furnished because of a government contract, act, regulation or restriction or the proprietary interest of a third party.

(e) Errors in Technical Documentation. Each Party shall promptly advise the other of any significant error it may discover in the Technical Documentation. In that event, Licensor shall correct any error in the Technical Documentation and shall furnish such corrected Technical Documentation to Licensee without charge.

(f) Strict Compliance with Technical Documentation. In order to maintain the quality of the Licensed Products manufactured and assembled by Licensee pursuant to this Agreement, Licensee shall manufacture and/or assemble the Licensed Products in strict accordance with the standards and specifications stated in the Technical Documentation provided by Licensor and as otherwise specified by Licensor. Licensee shall exercise the utmost care in the selection of the materials and parts to be used and incorporated into the Licensed Products.

2.2 **ASSISTANCE BY LICENSOR**

Licensor shall provide reasonable assistance in the use of the Technical Documentation to the extent such assistance is reasonably necessary for Licensee to make use of the Technical Documentation to manufacture the Licensed Product. Such assistance may include, but will not be limited to, technical assistance, training, testing and limited application engineering services.

- 라이선서의 조력의무를 선언적으로 규정한 조항임. 제조에 필요한 기술정보 활용을 가
능케 하도록 조력의무를 규정하고 있어 상당히 포괄적임.

- 이하에서 구체적인 비용을 규정할 경우 라이선서의 수입원이 되지만, 그렇지 않을 경우 부담조항이 될 수 있음.

2.3 TECHNICAL ASSISTANCE

(a) At the request of Licensee, Licensor shall, at times agreed upon by the Parties, dispatch its engineers to Licensee to provide technical assistance on matters concerning the use of the Technical Documentation during the Technical Cooperation Period. All costs and expenses of such Licensor's personnel dispatched to Licensee shall be borne, or reimbursed to Licensor, by Licensee and shall include:

(i) round trip economic air fare between Korea and China;

(ii) suitable accommodations, meals, traveling and transportation expenses in China and other reasonable charges in connection with the performance of their duties hereunder;

(iii) wage and daily allowance, payable to Licensor, on its demand, amounting to U\$500 per Man Day for Licensor's personnel;

(b) Licensee shall take appropriate steps necessary to protect and ensure the safety of Licensor's personnel and their property, including without limitation, against war, war-like operation, terror, revolution, civil commotion, catastrophe and acts of public enemies. Licensor reserves the right to instruct any or all of its dispatched personnel to return to Korea, or such other place as it may designate, at Licensee's expense when, in Licensor's sole judgment, one of the above-mentioned situations arises which may endanger the safety and well-being of such personnel.

- 기술자 파견에 따른 안전보장은 실시자 부담임

(c) Licensee is responsible for obtaining any permits or authorizations required for Licensor's personnel to enter China to provide services hereunder, and to bring any related materials required by Licensor.

- 기술자 파견에 따른 출입국 보장은 실시자 부담

(d) The number of such personnel, the period of their stay at Licensee's plant and other terms and conditions not set forth herein shall be agreed upon between the Parties on a case by case basis.

2.4 **TRAINING**

At the request of Licensee, Licensor will, during the Technical Cooperation Period, provide training on the use of the Technical Documentation for Licensee's employees (the "Trainees") at Licensor's place or other places designated by Licensor, subject to the following terms and conditions:

(i) Licensor and Licensee shall agree on the most efficient training program for the Trainees;

(ii) Licensee shall bear all the cost and expenses relating to the Trainees, including but not limited to their salaries, round trip airfare between China and Korea, lodgings and meals of Trainees in Korea, transportation and insurance;

(iii) Licensor shall provide working lunches for the trainees during working days and transportation for the trainees between dormitory and training site.

(iv) Licensee shall pay to Licensor as training fee, payable upon demand, US\$300 per Trainee per day, as the compensation of training services provided by Licensor;

(v) Licensee shall instruct the Trainees to observe and abide by all rules and regulations of Licensor and the laws of Korea during their training period;

(vi) All Trainees shall be insured at the expense of Licensee by an internationally recognized accident compensation insurance during the entire training period between their departure from and return to China;

(vii) Licensee shall indemnify and hold harmless Licensor against any loss, damage, claim, liabilities, cost or expense arising out of any act of a Trainee or any injury or death of the Trainee or any damage to his/her property.

2.5 **SUPPORT OF TESTS**

Pursuant to the terms of a purchase order, sale agreement or other document to be separately agreed by the Parties or Licensee and Delphi, Licensor will support the necessary manufacturing Part Production Approval Process validation tests for the Licensed Products.

2.6 **SAMPLE TEST AND VERIFICATION**

Before distribution and sale of any of the Licensed Product manufactured or assembled hereunder, Licensee shall submit, at its expense, samples of the Licensed Product for approval by Licensor. Licensor shall promptly conduct appropriate tests on such samples and advise Licensee of the results thereof. The costs of any tests on the samples shall be

responsibility of Licensee, and Licensor shall advise Licensee of the test fees in advance.

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