

SPECIFICS OF CONCLUDING LICENSE AGREEMENT IN MONGOLIA

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GRATA
INTERNATIONAL

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SECTION 1.

LICENSE AGREEMENT



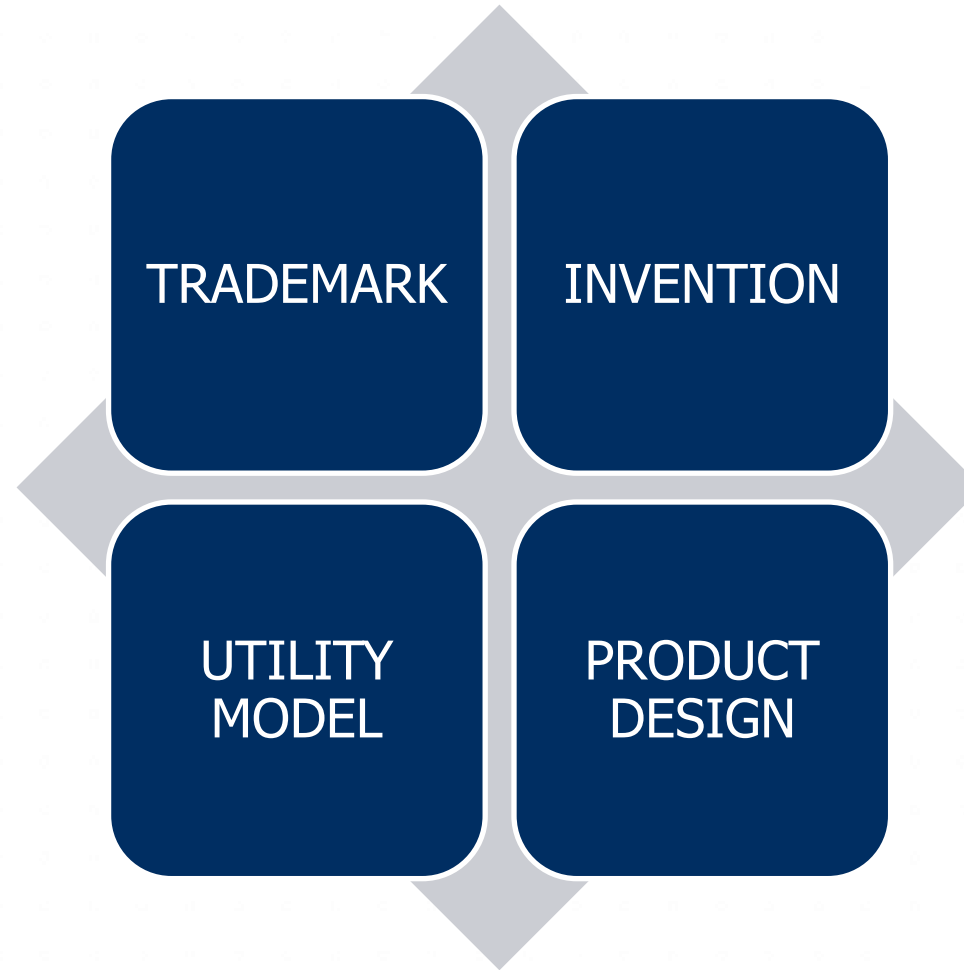
LICENSE AGREEMENT

A license agreement is a written agreement about the temporary use of an invention, product design, utility model, or trademark by another person.

License agreements for inventions, utility models, product designs and trademarks shall be registered on mandatory basis, other agreements related to the use of intellectual property shall be registered on a voluntary basis.



LICENSE AGREEMENT OBJECTS



PROVISIONS OF LICENSE AGREEMENT

- License type, the form and scope of use of the invention under the license;
- General rights and obligations of the parties.
- Payment
- Liability
- Dispute Resolution

Appendix:

- Technical documents

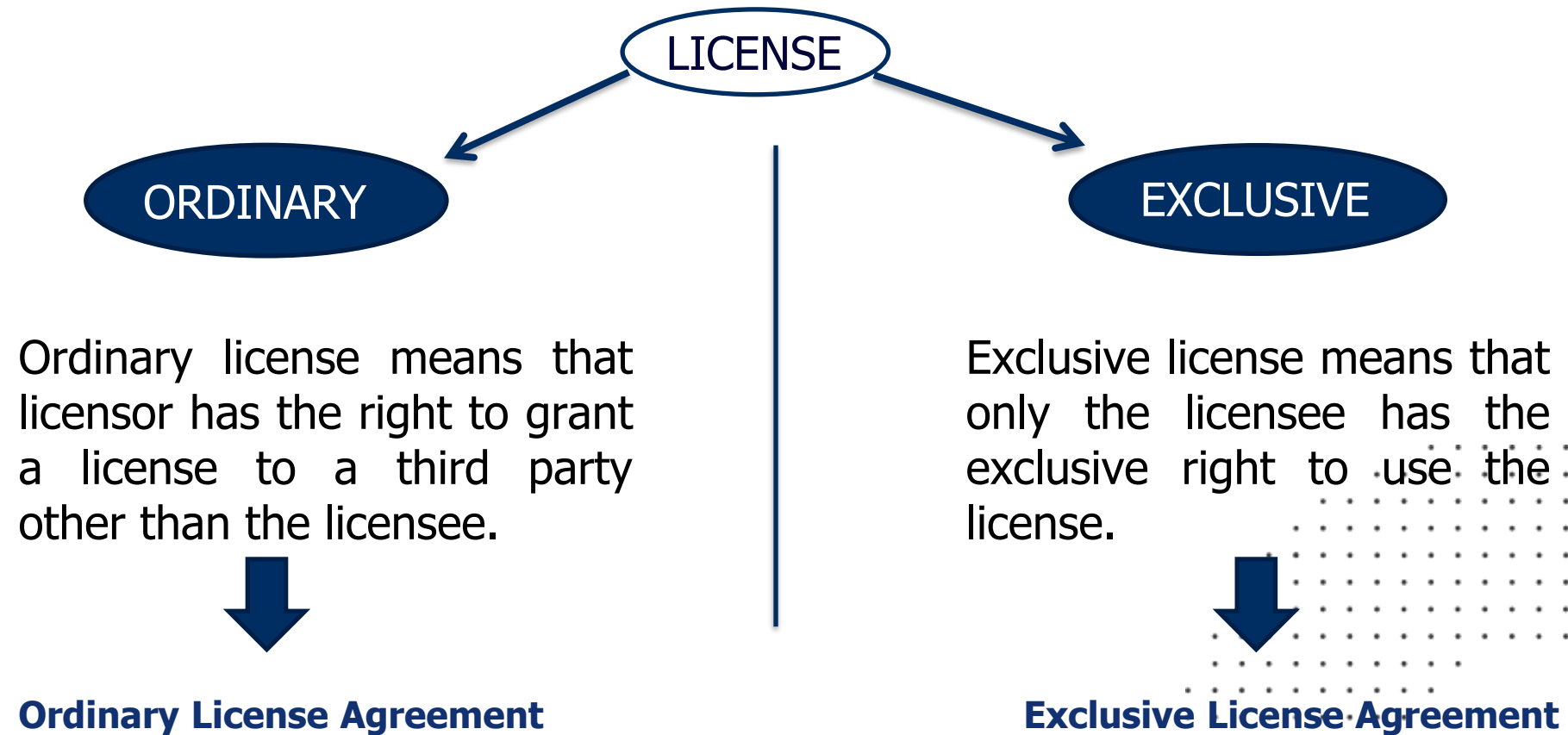


Depending on the type of license, exclusive, full or ordinary, the form and scope of use of the invention shall be determined.

The license agreement may contain the following restrictions:

- Agreement scope, territorial and usage restrictions;
- Conditions that affect the improvement of the quality of goods and services;
- The obligation of the licensee not to damage the reputation of the licensor

TYPES OF LICENSE



RIGHTS AND OBLIGATIONS OF THE LICENSEE

RIGHTS

- Use of the invention in a fixed amount (full, partial), form (production, industrial use, sale), use in a certain territory (all or part of the territory where the patent is valid), whether it is possible to issue an independent license (independent license means a simple license issued by a special licensee to a third party on the terms agreed upon for the purpose of its implementation within the scope of the license held by him / her).

OBLIGATIONS

- To pay the license fee (the amount of payment and the procedure for issuing shall be specified in a special article), to comply with the requirements of the licensor that it is necessary to use the invention in accordance with the license;
- Not disclose to third Parties information obtained from the Licensor, if such information in the opinion of the Licensor is considered confidential.

RIGHTS AND OBLIGATIONS OF THE LICENSOR

RIGHTS	OBLIGATIONS
<ul style="list-style-type: none">• Receipt of license fee for the use of the invention (which is included in the licensee's obligation to pay), and certain conditions and requirements for the licensee;• Terminate the use by the Licensee in the event of non-compliance or improper compliance by the Licensee via written notice on termination.	<ul style="list-style-type: none">• Issue license to licensee for the use of inventions in the form agreed upon, transfer of technical documents required for licensee to use inventions, information, professional and technical assistance (these issues shall be covered in a special article).

PAYMENT

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graph TD; PAYMENT[PAYMENT] --> One_payment([One payment]); PAYMENT --> Other_forms([Other forms of payment]); PAYMENT --> Technical_assistance([Technical assistance payment]);
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One payment

Other forms
of payment

Technical assistance
payment

LIABILITY

TERMINATION

- One of the parties has breached its contractual obligations
- Additional deadlines have been set, but no results
- The one of the Party violated some parts of the obligation, but the performance of the remaining part became unprofitable for the other Party

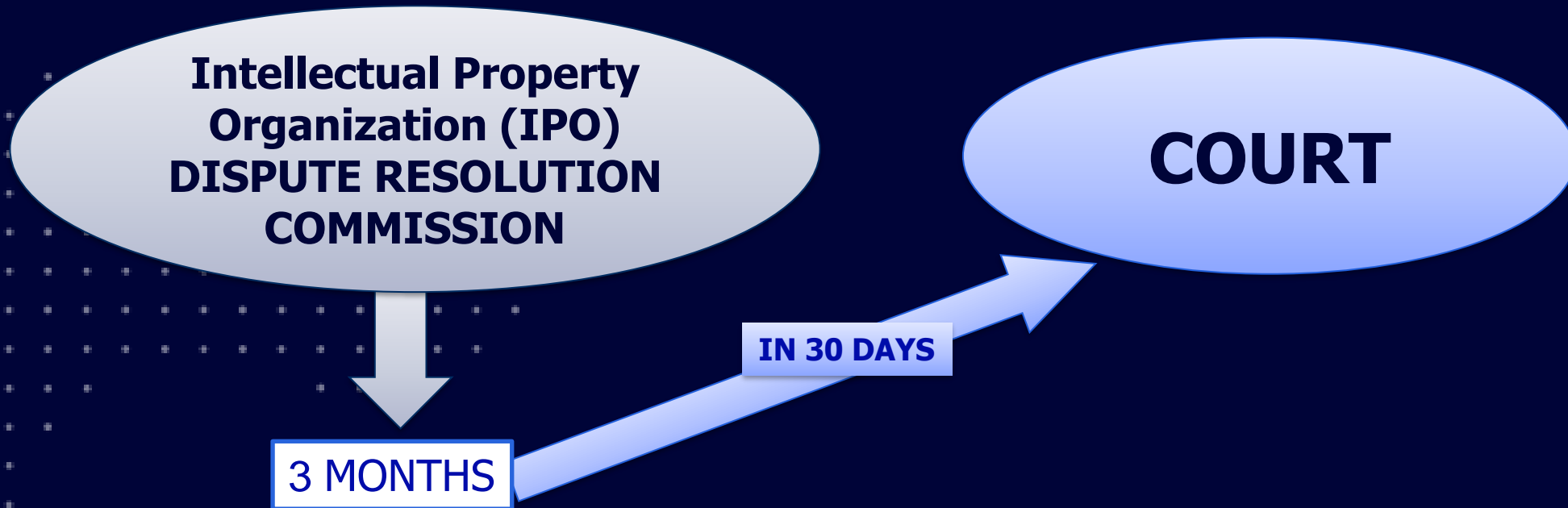
If one of the Parties violated its obligations, the other party has the right to demand compensation for damages caused by the refusal of the Agreement.

ELIMINATE THE CAUSED HARM

- Expenses, loss of property and income that the other Party would have received if the Party had performed its obligation, shall be compensated as damages.
- If the Party fails to fulfill the obligation to transfer certain property to the other Party's ownership or right to possess, use and dispose, the other Party shall have the right to demand the transfer of the property and compensation for damages.



DISPUTE RESOLUTION



SECTION 2.

LICENSE AGREEMENT REGISTRATION

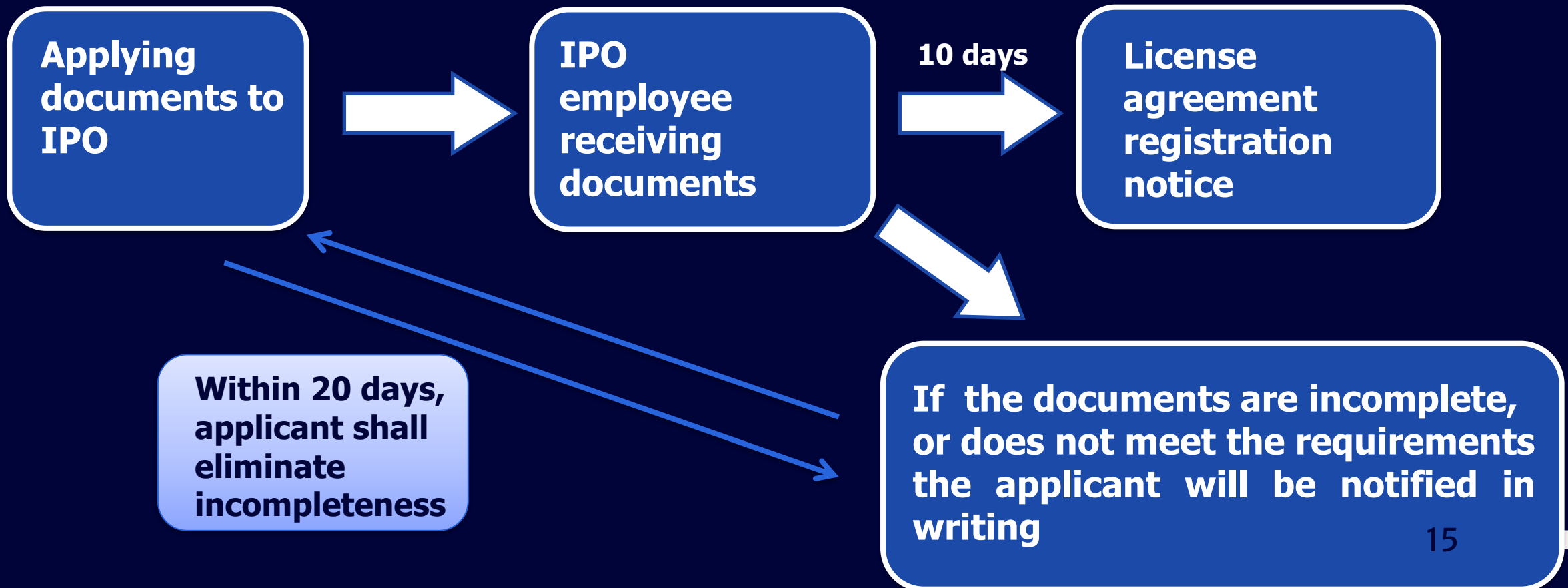


REQUIRED DOCUMENTS FOR REGISTRATION

Following documents are required for the registration of the License Agreement:

- Application form Л-1, Л-2
- The original agreement related to the invention, product design or utility model, or a notarized copy of the agreement
- A notarized copy of the relevant part of the Agreement related to the trademark or a statement signed and certified by the licensor and licensee;
- Basic license agreement for a sub-license;
- Translation;
- Power of attorney;
- A statement that each co-owner, who is not a party of the license agreement, has agreed to and signed the license agreement;
- Receipt of stamp duty and service fee payment.

REGISTRATION PROCEDURE



REGISTRATION OF AMENDMENTS OF THE AGREEMENT

The applicant for registration of amendments of the Agreement shall submit following documents:

- ☐ Application form Л-7, Л-8
- ☐ Additional license;
- ☐ If the additional license belongs to a trademark, a copy of the relevant part of the license rights or a statement signed by the licensor and the licensee;
- ☐ Translation;
- ☐ Power of attorney between licensee and licensor;
- ☐ Receipt of stamp duty and service fee payment.

Agreement termination request licensee shall submit with the following documents:

- ☐ Application form Л-9, Л-10
- ☐ Evidence about termination of the Agreement;
- ☐ If it is a trademark, a statement signed and certified by the licensor and licensee;
- ☐ Power of Attorney.

SECTION 3. BRIEF SUMMARY OF THE DRAFT PROCEDURE



- ❑ Intellectual property owners will be able to enter the intellectual property into economic circulation and benefit from the use of them;
- ❑ Will coordinate multilateral relations related to the use and disposal of intellectual property by others;
- ❑ Will ensure the implementation of the functions of the Intellectual Property Organization;
- ❑ Will make a valuable contribution to disseminating knowledge and information related to intellectual property, and ensuring the principles of transparency and openness;
- ❑ Will create conditions for the introduction of high technologies, new technologies, and accelerated economic development of industrial development from foreign country.

CASE STUDY

DATE: 2018.08.17

LOCATION: Khan-Uul district Civil court of first distance

DESCRIPTION:

Dispute related to a License agreement payments.

COURT DECISION:

The court satisfied the claim in part



**ХАН-УУЛ ДҮҮРГИЙН ИРГЭНИЙ
ХЭРГИЙН АНХАН ШАТНЫ ШҮҮХ**

The background of the slide features a faded image of several tall communication towers with multiple antennas. Overlaid on the left side of this image is a grid of small black dots. The right side of the slide is a solid light blue color.

THANK YOU!

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