General principles of the International Technology Transfer Contract

Djéridi Zahra*
Larbi Ben M'Hidi University of Oum El Bouaghi (Algeria).
djeridi.zohra@univ-oeb.dz
Laboratoire de recherche sur les contrats et droit des affaires

Received:15/01/2026 Accepted: 30/05/2026 Published06/06/2026

Abstract /

Technology is a scientific phenomenon with significant economic and social dimensions for states. It emerged with the advent of the industrial revolution in Europe and has gone through several stages related to production, services, technology manufacturing, information, and scientific and technical discovery. It has a direct and indirect impact on all sectors of a state. Accordingly, the international contract for technology transfer is considered one of the important policies adopted by both developed and developing countries to achieve development, relying on international cooperation and respecting a set of general principles for managing these contracts. This is especially important because the parties involved are, to say the least, seeking to achieve economic and financial interests, whether they are multinational companies or states.

Keywords: Technology; International Contract; Trade; International; International Development; International Cooperation.

* **Corresponding author**.

INTRODUCTION

Technology transfer contracts have developed rapidly during this period and have come to characterize international trade. The technology transfer contract is considered a strategy reflecting the will of its parties, which relies on negotiation and is often intense and complex because it represents the decisive stage in determining the content of the contract. This includes identifying the parties, the duration of its validity, the type, field, and scope of the technology to be transferred, as it is the subject matter of the contract itself, in addition to determining the provisions for dispute resolution in the event of conflicts between the parties and the applicable law. This aims to establish a solid foundation for this type of international trade.

International technology transfer contracts are among the most important drivers that lead high-technology institutions to create and develop them. They represent the most widespread means of transferring technology within the framework of international cooperation advocated by the United Nations through Chapter IX of its Charter via Article 56 provisions in various economic and social fields. Developing countries work to conclude international technology transfer contracts with developed countries in order to transfer knowledge and expertise to develop vital sectors.

From this introduction, the following research problem can be posed:

What are the most important fundamental principles relied upon by states to regulate the international technology transfer contract?

This study adopts a descriptive analytical approach to examine the research problem and conducted the study according to a balanced plan represented in:

- **Chapter I:** The concept of the international technology transfer contract.
- **Chapter II:** The legal effects of the technology transfer contract.

Chapter I: The Concept of the International Technology Transfer Contract

The technology transfer contract, within the framework of international law, is considered a contract distinct from classical contracts, as the

international technology transfer contract represents one of the deepest phenomena in contemporary international life.

1. Definition of the International Technology Transfer Contract

1.1 Definition of Technology

Technology, in its meaning, is a term that refers to everything related to science and art. It emerged after the industrial revolution, when machines began to gain increasing importance and a prominent position in industrial production[1]. On this basis, the law has taken an interest in defining the technology that is the subject matter of the contract. This includes all intangible assets, such as intellectual property rights, patents, trademarks, models, and designs, as well as the tangible assets they contain, such as machinery, equipment, devices, workers, technicians, and experts.

The idea of technology and its entry into international law is linked to its susceptibility to transfer, which occurs through contracts. Technology is not merely a product of the 18th or 19th centuries; it dates back further. Technology began when humans observed and concluded that they could not perform all necessary tasks to survive without auxiliary tools, such as compensating for human physical limitations with tools that aid in hunting, transportation, and other activities.

Technology is also defined as the accumulation of knowledge aimed at developing productive capacity despite differences in methods, labor laws, and modes of use. It can be said that technology includes two aspects: material and functional. Accordingly, technology contains the following:

- **Material Aspect:** Represented in machinery, engineering constructions, and various technical details related to composition and maintenance.
- **Functional Aspect:** Represented in the operation and use of machinery according to specific plans and regulations established to organize and manage the production process to achieve a specific goal.

In general, technology is the process of discovering scientific status through practical application, using observation, induction, calculation, and imagination to reach knowledge that enables the realization of potential through specified quantities.

Therefore, technology can be considered an essential aspect of applied science, devoted to examining marketable products and relying on a set of interrelated elements aimed at producing technology, including:

- A set of accumulated expertise and knowledge, material and organizational tools, and administrative means used by humans to accomplish productive work to meet society's material and moral needs[2].
- A set of complex, sequential machinery, equipment, and installations used in production processes within a factory[3].
- A set of techniques for organizing work, production, and social relations formed during production processes within a factory.

1.2 Definition of the Technology Transfer Contract

The technology transfer contract is considered modern compared to technology itself. Accordingly, legal scholarship paid attention to defining technology before defining the international technology transfer contract. The interest in defining the international technology transfer contract emerged after studying and defining all legal aspects of the term "technology." Among the scholars who specifically defined the technology transfer contract is French legal scholarship, which views it as a contract whose main focus is the transfer of technology from one party to another at the international level.

Some domestic laws have also attempted to define the international technology transfer contract. For example, Egyptian domestic law, through the provisions of Article 73 of the Egyptian Commercial Code No. 17 of 1999, defines the technology transfer contract as[4]: *"An agreement under which the technology supplier undertakes to transfer, for consideration, technical information to the technology importer for use in a specific technical method to produce, develop, assemble, or operate goods, machinery, or devices, or to provide services. The transfer of technology does not include merely selling, buying, leasing, or renting goods, nor selling or licensing trademarks unless such activities form part of the technology transfer or are related to it."*

The definition also appears in international codes of conduct. These codes are voluntary ethical guidelines adopted by international organizations,

including codes for arbitrators in international dispute resolution and supplier codes of conduct. They aim to unify ethical behavior, prevent corruption, and promote a safe environment for economic, social, and international commercial transactions.

Articles 1 and 3 of this code specify that contracts representing technology transfer contracts include:

- Transfer of ownership – sale – licensing of all forms of industrial property (excluding trademarks and trade names), unless part of a technology transfer transaction.
- Provision of technical knowledge and expertise.
- Provision of technology knowledge necessary for turnkey projects.
- Provision of technological knowledge necessary to acquire and use raw and intermediate materials, or both.
- Provision of technological facilities related to industrial and technical cooperation agreements[5].

The international code links the international technology transfer contract to both material and technical aspects as a means of controlling and managing technology transfer from developed to developing countries.

Regarding international conferences and treaties, they are considered among the most important mechanisms addressing international technology transfer contracts. Notably, the Paris Convention for the Protection of Industrial Property is one of the oldest agreements in this field, signed on March 20, 1883[6], amended in Brussels on December 14, 1900, and effective until June 2, 1911. With industrial development, it was periodically amended: November 6, 1925; London, June 2, 1934; Lisbon, October 31, 1958; July 14, 1967; and the latest amendment on September 28, 1979.

Thus, the technology transfer contract is an agreement between two different parties, allowing the transfer and sharing of knowledge and technology from the supplier to the recipient under agreed terms, with legal rules defining the rights and obligations of each party. Consequently, the technology transfer contract has attracted international attention, particularly regarding its legal nature and key characteristics[7].

In conclusion, the concept of technology transfer within international law refers to an organized process whereby technical knowledge, skills,

industrial experience, and intellectual property rights are transferred across borders, either through contracts, international agreements, or international cooperation mechanisms, allowing the receiving party to use the technology lawfully according to internationally established rules, particularly those related to international trade and intellectual property.

2. Legal Nature and Characteristics of the International Technology Transfer Contract

The international technology transfer contract is subject to a specific nature that distinguishes it from the legal nature of other contracts, alongside a set of characteristics.

2.1 Legal Nature of the International Technology Transfer Contract

Despite the widespread use of this type of contract, which most countries now conclude and rely on for technology transfer, there remains a scholarly debate regarding the legal nature of international technology transfer contracts. This debate arises from the strong similarity between such contracts and international agreements. Scholars are divided into two main approaches regarding the legal nature of technology transfer contracts:

2.1.1 First Approach:

Some scholars have classified international technology transfer contracts as essentially international agreements due to their shared characteristics. They argue that international agreements are "contracts binding states with the purpose of organizing a legal international relationship and determining the rules governing that relationship." This approach extends the same definition to international technology transfer contracts, noting that the contract's subject matter necessitates specifying the terms of the agreement. The German scholar K. H. Bokstiegel supports this idea, stating that international technology transfer contracts are international agreements and thus fall within the domain of international law related to agreements. These contracts are characterized by:

- Being concluded in the form of an international agreement.
- Having at least one party as a legal international entity.
- Producing effects on the state, similar to international agreements.
- Dispute resolution under these contracts generally being conducted by an international authority, typically international arbitration.

Proponents of this approach assert that domestic law cannot apply to such contracts; rather, international law governs them. Legally, these contracts are referred to as technical development contracts for technology transfer, as outlined in the International Code of Conduct for International Suppliers[8].

This approach is supported by precedents in arbitration courts, such as the **Texaco case**, where the arbitrator considered the disputed international contract to be an "internationalized" contract, equating it to an international agreement.

2.1.2 Second Approach:

This approach rejects the classification of the technology transfer contract as an international agreement, based on the fact that the International Court does not adjudicate disputes arising from international technology transfer contracts. Conversely, the Court handles all disputes arising from international agreements under Article 38 of the Statute of the International Court of Justice.

Notable precedents in international arbitration concerning technology transfer contracts include the **Texaco case** and the **B.P. arbitration of 1979**, which aimed to protect foreign investors after Libya's[9] wide-scale nationalization affected foreign legal positions, weakening them[10].

Accordingly, this approach considers technology transfer contracts as an evolved form of international contracts, prompted by the urgent need for development. It further classifies the international technology transfer contract as an administrative contract, as in the **Saphire Nico case**, recognizing technology transfer contracts as administrative contracts[11].

Such contracts require the state to relinquish part of its domestic legal authority to maintain stability in international economic transactions. However, despite these arguments, the notion of technology transfer contracts as administrative contracts has not been widely adopted, as international arbitrators in Libyan arbitration cases—Lagergern, Mohamassasni, and Dupy—stated that such contracts are not administrative because there is no international administrative judiciary[12].

2.2 Characteristics of the International Technology Transfer Contract

The international technology transfer contract has several distinctive characteristics, including:

2.2.1 Formal Contract

The expression of consent may conflict with international interests. Therefore, international law scholars require parties to formalize technology transfer contracts in a specific written form to provide proof in case of disputes[13]. This requirement is especially important given the long-term nature of such contracts; writing ensures the ability to monitor contractual validity[14].

2.2.2 Special Legal System

Technology transfer contracts are governed by a specialized legal system that applies substantive rules developed within the framework of international technology trade. These rules determine how contracts are concluded, implemented, and how disputes are resolved. Unlike ordinary contracts, these rules provide direct solutions to specific issues, derived from model contract rules, general conditions, established commercial practices, and arbitration rulings concerning technology transfer disputes[15].

These rules are considered **automatic**, as they were not created through formal legislative procedures. Their automatic nature became particularly evident after the failure of international efforts to codify international technology transfer, such as the United Nations Conference on Trade and Development's attempt at a technology transfer code. Consequently, technology transfer contracts now follow varied specialized laws based on general contractual stipulations protecting the parties' interests. These principles differ from contract to contract, although international organizations, such as the World Intellectual Property Organization, have attempted to standardize them. Nevertheless, a unified law for technology transfer contracts remains elusive due to the predominance of the principle of international contractual freedom, derived from the principle of freedom of will in legal transactions. This principle grants parties complete freedom in structuring agreements according to their interests.

Other features include:

- Technology transfer contracts differ from other international contracts, such as international sales or construction contracts.
- Each technology transfer contract is unique, as no two contracts are identical. Differences arise from the type of technology being transferred, its confidentiality, and the recipient's control over the technology[16].
- International arbitration prioritizes finding solutions rather than merely applying law. Arbitration develops rules tailored to the specific dispute. Many of these rules are general contractual stipulations that may almost entirely cover the contract, described by Professor Jakubowski as the **self-sufficiency of the contract**.

2.2.3 Personal Criterion

Technology transfer contracts rely heavily on the personal criterion, particularly regarding the recipient. The contracting state's interest in acquiring technology, catching up with technological development, and achieving independence strongly influences the choice of the contracting partner. Thus, the personal nature of the contract reflects the parties' will and the recipient's capabilities.

2.2.4 Developmental Contract Influenced by International Politics

The international character of technology transfer contracts is dominant. They are influenced by both international and domestic politics, as the recipient state evaluates technology's contribution to its economy and development plans. Political, ideological, and strategic factors of the recipient state often affect the smooth transfer of technology.

The United Nations has established principles governing technology transfer through policies that balance competing interests, as reflected in various resolutions and recommendations. Notably:

- **Resolution 1713 (19 September 1961):** Addressed cross-border technology transfer and the effect of patents on technology.
- Subsequent resolutions emphasized international cooperation and more flexible conditions than those in **Resolution 3201 (1974)**, which revisited the international economic system, asserting that technology should not be confined to developed countries but transferred to developing countries to promote equitable living standards.

The UN continued efforts in this domain through five sessions and multiple conferences between 1975 and 1985, promoting technology transfer mechanisms, culminating in **Resolution 3362 (16 December 1985)**, which called on both developed and developing countries[17] to adopt domestic legislation regulating technology transfer within international cooperation frameworks.

Chapter II: Legal Effects of the Technology Transfer Contract

The technology transfer contract differs from other contracts. It is a profound phenomenon whose impact is not limited to its role in international trade but extends to various stages of production, services, and information technology industries. Its effect also reaches scientific and technical discovery, as well as other sectors that affect state sovereignty and foundational pillars.

It is the primary and most widespread tool in implementing international trade operations, especially when one party dominates or monopolizes the technology. In such cases, the personal consideration plays a significant role, reflecting the principle of the freedom of will, giving the contract binding force against its parties and third parties. Both developed and developing countries rely on technology transfer contracts in their technological exchanges and projects[18].

1. Obligations of the Technology Supplier and Recipient

The technology transfer contract is an agreement under which the technology supplier undertakes, in return for consideration, to transfer technical information to the technology importer for use in specific technical methods for producing a particular product, developing it, installing or operating machinery or equipment, or providing services. The mere purchase, sale, lease, or rental of goods does not constitute technology transfer; the subject matter of this contract is the transfer of technology and everything associated with that process[19].

1.1 Obligations of the Technology Supplier (Provider)

1.1.1 Obligation to provide the necessary information for understanding the technology

Technology transfer involves the transmission of systematic knowledge to produce a product or apply a method to provide a service. Technology

transfer occurs when the receiving party is able to use and operate the technology upon transfer as a first stage. In a second stage, the recipient should be capable of reproducing, adapting, developing it, and creating new technology[20].

It is not sufficient for the supplier to merely provide the subject matter of the technology transfer; they must deliver it in accordance with its nature. This includes explaining and demonstrating how to use, operate, and maintain the technology to achieve the intended goal and benefit of the contract. Accordingly, the supplier must not withhold any necessary information, data, or technical documents required to understand the technology[21].

1.1.2 Obligation to inform the recipient of improvements upon request

During the term of the contract, the supplier must transfer any improvements made to the technology upon the recipient's request or as agreed in advance. This obligation is legally mandated[22].

1.1.3 Obligation to provide spare parts upon request

The supplier must provide the necessary physical components for the transferred technology if requested. If the supplier does not produce the required components, they must inform the recipient[23]. The obligation to supply spare parts is thus a legal right protecting the recipient and ensures that the transferred technology remains functional throughout the contract term. The specified spare parts are often the only or the most effective components for producing the technology in question[24].

1.1.4 Obligation to guarantee the technology transfer

Guarantee here means ensuring the quality of the technology in achieving the recipient's objectives and complying with contract specifications. This includes guaranteeing the performance of services or production of goods according to agreed specifications[25].

In such contracts, the supplier is obliged to exercise due care rather than guaranteeing a specific result. Nevertheless, the supplier must transfer the technology properly, ensuring high quality and full efficiency, as the recipient relies on achieving a specific goal. Most scholars hold that guarantees of results are not required unless explicitly stated in the contract; otherwise, the

supplier's obligation is limited to exercising due care to achieve the desired outcome[26].

Typical guarantees of the technology supplier include:

- Ensuring the product conforms to specifications according to the contract using the transferred technology.
- Ensuring the product aligns with the intended uses specified in the contract.
- Ensuring the use of the technology achieves the results defined in the contract.
- In turnkey or production delivery contracts, guaranteeing that local personnel acquire full technical knowledge and practical understanding of the transferred technology to operate it correctly both technically and industrially.
- Ensuring the industrial subject of the contract is in real, continuous operation[27].

1.1.5 Obligation of disclosure (Information Duty)

The supplier must disclose risks arising from the use of the contracted technology, including risks to the environment, humans, or property, and provide guidance on mitigation or avoidance. They must also inform the recipient of any existing or potential disputes concerning the technology, including any physical or legal obstacles that could hinder technology transfer[28].

1.2 Obligations of the Technology Recipient

1.2.1 Obligation to pay for the technology

In exchange for technology transfer, the recipient must pay the consideration agreed upon in the contract, including for improvements and spare parts if supplied or requested[29]. Payment may be a lump sum, installments, a share of operating revenue, or any other mutually agreed form[30].

1.2.2 Obligation to prepare a suitable environment for the technology

The recipient must prepare and adapt the environment for the transferred technology, including land, buildings, and human resources capable of operating and managing the technology. They must support the

development of technical knowledge and provide an effective technological environment to ensure optimal use of the transferred technology[31].

1.2.3 Obligation to employ skilled personnel and experts during operation

The recipient must engage personnel with adequate technical knowledge and expertise to operate the technology, whether at the start or throughout the contract term[32].

1.2.4 Obligation of confidentiality

The obligation of confidentiality is of significant importance and seriousness. Maintaining it is not easy due to the sometimes-conflicting interests between the parties. To prevent disclosure and to preserve secrets, it is preferable that only a very limited number of people are aware of them, and that no larger group has the opportunity to access these technical and technological secrets and knowledge. This is to protect them from unauthorized parties, such as through inspection, reference, or publication in journals and books[33].

The transfer and delivery of sensitive technical information and expertise from the technology supplier to its recipient require the latter to maintain full confidentiality regarding all matters related to technology transfer. Confidentiality is an essential condition, usually set by the technology supplier before the negotiation stage, as disclosure would harm the supplier's interests[34].

Information that is sufficient for the transfer of technology and the execution of this contract may lose its effectiveness if known by others, particularly competitors, as this would breach the confidentiality obligation. The information that must be protected and considered confidential includes:

- Information that is generally unknown in its final form or in its precise components.
- Information that has commercial value due to its secrecy.
- Information that the rights holder has subjected to reasonable measures to maintain its confidentiality under the prevailing circumstances.

The obligation of confidentiality in technology transfer contracts applies to all stages of technology transfer and includes any modifications or

improvements that occur. The main aspects of this obligation can be summarized as follows[35]:

- The obligation not to disclose the technical information and expertise transferred to the recipient.
- The obligation not to use the information and technical knowledge provided to the recipient in a manner contrary to what is agreed upon in the contract.
- The obligation to take all necessary precautions and measures to ensure the maintenance of confidentiality.

In the event of a breach of this obligation, the technology recipient is held liable for any damage suffered by the technology supplier due to the disclosure of secrets[36].

1.2.5 Obligation not to assign the technology

Technology transfer contracts are personal; the recipient's identity and integrity matter. The recipient may not transfer the technology without the supplier's consent. The recipient may negotiate exclusive rights to use and commercialize the technology within a specified period or geographic area[37].

1.2.6 Obligation to refrain from sublicensing to third parties

The recipient may not sublicense the technology without the supplier's consent. Unauthorized attempts to involve third parties may lead to contract termination or compensation claims[38].

1.2.7 Shared obligations between supplier and recipient

The technology transfer contract creates obligations for both parties. First, each party is obligated, throughout all stages of the contract, to observe the principle of good faith, honesty, and fair dealing. These principles must be observed from the beginning of the contract until its full execution, under what is known as the principles of commercial honor[39].

The joint obligations between the parties to the technology transfer contract usually include the commitment of both parties to transfer the technology subject to the contract correctly according to the specifications defined in the contract. They are also committed to providing technical assistance and necessary training to the other party to ensure the success of the technology transfer process. Additionally, both parties are obligated not to disclose any confidential information related to the technology covered by

the contract. The contract typically organizes clauses specifying the financial responsibilities of each party and the efforts required from each party to achieve the objectives of the technology transfer contract[40].

The damage must be actual; it is not presumed that the injured party can claim compensation unless the damage they claim is real—that is, it has actually occurred and its effects have materialized. The damage cannot be hypothetical or potential. It must also be direct and personal. Direct damage is that which clearly shows the causal link between the harmful act and the damage. It is not sufficient for damage to occur to establish liability; it must be a direct result of the harmful act. According to Article 182, Paragraph 2, direct damage is damage that has already been compensated and affects a vested right or a legitimate interest[41].

Agreement Between the Parties to Amend Contractual Liability Provisions in the International Technology Transfer Contract:

Based on the principle of the binding force of the contract, each party to the contract is obligated to fulfill the obligations imposed on them. If there is a failure or breach in the performance of these obligations, contractual liability arises. At the same time, the contract is considered a product of the parties' will, allowing them to decide on any conditions they wish, except those that conflict with public order and public morals. Consequently, the contracting parties have the freedom to modify the provisions of contractual liability by exemption or limitation. Thus, the agreement may include exemption from contractual liability (a clause limiting contractual claims), or an agreement to reduce liability for the debtor and restrict their accountability to the remaining portion, or to limit the type of obligation, or it may be an agreement that strengthens contractual liability[42].

2. The Effect of Establishing Liability in the International Technology Transfer Contract

Acknowledging the occurrence of liability in a technology transfer contract requires proving the existence of several elements: the element of fault, the element of damage, and the causal link between the fault and the damage.

2.1 Compensation in Technology Transfer Contracts

The long duration of a technology transfer contract may prevent its proper execution, causing harm to the creditor that must be remedied through compensation. This may result from the risks of non-performance or delays in performance, whether by the supplier or the recipient[43].

2.1.1 Element of Fault:

The element of fault is one of the essential components of liability (Seventh Principle, Gotten, 2019, p. 119). Fault occurs when an obligation is not performed or delayed, whether this is attributable personally to the debtor, to their supplier, or to a person for whom the debtor is responsible, or a substitute performing the obligation. Fault must be intentional. Cases of fault in breaching an international technology transfer contract include:

- Failing to transfer technical and technological knowledge in a manner contrary to what was agreed, such as late delivery, delivery at an incorrect location, or non-conforming delivery[44].
- Delay by the supplier in completing construction or operational processes within the timeframe specified in the contract, even after being granted an extension.
- The supplier completely abandoning performance without an acceptable reason and failing to resume it despite benefiting from the period granted under the contract conditions.
- Non-conformity of any supplied raw materials, machinery, equipment, or technology with the specifications stated in the contract.
- Subcontracting the performance of the contract without prior authorization from the recipient as stipulated in the contract.
- The recipient failing or refusing to pay the agreed consideration or any installment at the designated time, despite having benefited from an additional grace period[45].

2.1.2 Element of Damage:

Damage represents the second element of civil liability, and indeed it is the essential element. Compensation is not warranted unless actual damage occurs, as stipulated in Article 184 of the Algerian Civil Code. Generally, damage is the harm caused to a person, whether affecting their financial position or otherwise, whether occurring directly or indirectly[46].

2.1.3 Element of Causation:

The link between the fault and the damage is the fundamental basis for claiming compensation. This means that the damage must be the natural result of the debtor's failure to perform their contractual obligation. Compensation naturally follows once such damage caused by fault is established.

2.2 Resolution of Technology Supply Contract Disputes

Most comparative legal systems recognize the possibility of protecting the interests of parties to a technology transfer contract and all international trade contracts through judicial protection. However, there is an alternative mechanism to litigation: arbitration.

Respecting the will of the contracting parties, they may agree to submit their disputes to a specialized tribunal established to achieve justice and appropriate considerations for international trade contracts. The choice between the jurisdiction of national courts and arbitral tribunals for resolving disputes in international trade contracts is critical. International commercial arbitration is often the most appropriate mechanism for this purpose[47].

CONCLUSION

Technology has become one of the important topics at the international level, and it is the stumbling block that disrupts the path of many countries. States are now measured by their ability to acquire technology as well as control its use. Consequently, the technology transfer contract has become one of the most important international transactions. Many international organizations, such as the United Nations and the World Trade Organization, seek to establish a strong foundation and framework for investment in developing countries and to promote economic and social development in these countries according to laws regulated at the international level within frameworks of international cooperation, which rely on international contracts of a special nature in some cases and of a conventional nature in others, depending on the type of technology to be transferred.

These contracts go through a highly complex stage, dominated by the emergence of the national interest of the contracting states. From this, some recommendations can be drawn:

- The necessity of paying attention to the negotiation stage, as it is considered the most important phase during which the key rules for

this international technology transfer contract are established.

- The necessity of assigning the appropriate person to the negotiation and study of these contracts, as they directly affect the economic and financial stability of the state.
- The necessity of setting specific conditions for these contracts to review them periodically, considering that they are long-term contracts, so that they can adapt to all developments due to the rapid acceleration of international relations as well as technological advancement.
- The necessity of relying on international arbitration to resolve disputes arising from these contracts, as this mechanism provides efficiency in defining the problem and applying corrective law to resolve the dispute.

References

1- Nabil and Nougi, The Legal Framework of the Technology Transfer Contract and Its Direct Effects, Al-Sawt Al-Qanuni Journal, Volume Five, Issue Five, April 2018, p. 416
2- Ezzedine Boukerbout, Technology Transfer and Labor Organization in Algerian Society: A Field Study on the Effect of Technology Transfer on Labor Organization in an Algerian Factory, Thesis submitted for the Master's degree in Industrial Sociology, University of Algiers, Institute of Sociology, 1996, p. 7
3- Mahmoud Al-Rashid Quraish, Technology Transfer in the Arab World, Center for Arab Unity Studies, Beirut, 1982, p. 80
4- Saadallah Omar Ismail, Economic Report of Peoples in Contemporary International Law, National Book Institution, Algeria, 1998, p. 53
5- Ben Salem Ben Younes, Jamal Qattal, The Legal Regulation of Technology Transfer Contracts, Ijtihad Journal for Legal and Economic Studies, Volume 13, Issue 1, 2024.
6- WIPO, Paris Convention for the Protection of Industrial Property, https://www.wipo.int/ar/web/treaties/ip/paris/summary_paris, accessed 12/10/2025 at 11:00.
7- Sari Eldin Hani Salah, Technology Transfer Contract under the Provisions of the New Commercial Law, Dom Publishing House, Cairo, 2001, p. 19
8- Abbasse Hamza, Means of Technology Transfer and Resolution of Its Disputes in Light of International Law, Thesis for Master's Degree in Public Law, Hassiba Ben Bouali University, Chlef, Faculty of Legal and Administrative Sciences, 2006/2007, p. 35
9- Ali Youssef, Contrats Internationaux d'Etat et la Responsabilité Contractuelle au Regard du Droit International Public, Doctoral Thesis, University of Nice, May 1985, p. 30
10- Sari Eldin Hani Salah, Op. Cit, p. 45
11- Abbasse Hamza, Op. Cit, p. 34
12- Al-Hamshari Walid Auda, Technology Transfer Contracts, First Edition, Dar Al-Thaqafa for Publishing and Distribution, Jordan, p. 45
13- Khaled Abu Taha, Ahmed Hassina, Formality in Commercial Contracts: An Analytical Study, Journal of Law and Human Sciences, Volume 13, Issue 1, April 2020, p. 104
14- Sari Eldin Hani Salah, Op. Cit, p. 23

15- Khaled Abu Taha, Ahmed Hassina, Op. Cit, p. 106
16- EBSCO, International Technology Transfer, https://www.ebsco.com/research-starters/technology/international-technology-transfer, accessed 14/12/2025 at 22:30.
17- Jalal Ahmed Khalil, The Legal System for the Protection of Inventions and Technology Transfer to Developing Countries, First Edition, Kuwait University, p. 543
18- Nabil and Nougi, Op. Cit, p. 416
19- Compendium of International Arrangements on Transfer of Technology: Selected Instruments, Relevant Provisions in Selected International Arrangements Pertaining
20- Samihah Al-Qaloubi, Op. Cit, p. 234
21- Al-Haj Ben Ahmed, Obligations of the Parties and Penalties for Breach in Technology Transfer Contracts, Academic Journal for Legal and Political Research, Volume 1, Issue 3, Faculty of Law and Political Science, Amar Telidji University, Laghouat, Algeria, 2018, p. 29
22- Samihah Al-Qaloubi, Op. Cit, p. 245
23- Wahiba Amich, The Future of Civil Liability of the Supplier in Technology Transfer Contracts, Al-Sawt Al-Qanuni Journal, Volume 8, Issue 2, 2022, p. 153
24- Ben Salem Ben Younes, Jamal Qattal, Op. Cit, p. 45
25- Samihah Al-Qaloubi, Op. Cit, p. 246
26- Al-Haj Ben Ahmed, Op. Cit, p. 32
27- Ben Salem Ben Younes, Jamal Qattal, Op. Cit, p. 46
28- Samihah Al-Qaloubi, Op. Cit, p. 246
29- Al-Haj Ben Ahmed, Op. Cit, pp. 32-33
30- Al-Hamshari Walid Auda, Op. Cit, p. 34
31- Samihah Al-Qaloubi, Op. Cit, pp. 250-251
32- Ben Salem Ben Younes, Jamal Qattal, Op. Cit, p. 47
33- Samihah Al-Qaloubi, Op. Cit, p. 250
34- Mohammed Ghassan Sobhi Al-Aani, Breach of the Confidentiality Obligation in Technology Transfer Contracts (Comparative Study), Master's Thesis, supervised by Muhannad Azmi, Faculty of Law, Middle East University, 2016, p. 39
35- Ben Salem Ben Younes, Jamal Qattal, Op. Cit, p. 47
36- Mohammed Ghassan Sobhi Al-Aani, Op. Cit, p. 29
37- Ben Salem Ben Younes, Jamal Qattal, Op. Cit, p. 47
38- Samihah Al-Qaloubi, Op. Cit, p. 250
39- Qais Mohammed Bashar, Technology Transfer Contracts under Private International Law, Doctorate, supervised by Issam El-Din Qusbi, Faculty of Law, Ain Shams University, Cairo, Egypt, 2016, p. 334
40- Samihah Al-Qaloubi, Op. Cit, p. 239
41- Ben Salem Ben Younes, Jamal Qattal, Op. Cit, pp. 47-48
42- Nassima Hashoud, Comparative Legal Studies Journal, University of Lounici Ali, Blida, Volume 7, Issue 2, p. 1423
43- Suha Al-Sabahin, Amended Agreements for Contractual Liability Provisions, National Criminal Journal, Jadara University, Jordan, Volume 55, Issue 3, 2012, pp. 52-53
44- Youssef Massoudi, Compensation for Damage Resulting from Breach of Technology Transfer Contracts, Ahmed Draia University, Adrar, Volume 10, Issue 3, p. 273
45- Sarah Safwan, The Effect of Breach of the International Technology Transfer Contract, Journal of Legal and Political Research, Laboratory of Constitutional Institutions and Political System, Issue 7, June 2019, p. 200
46- Abdel Karim Moukha, Op. Cit, International Trade Contracts between the Jurisdiction of National Courts and Arbitration Courts, Journal of Research on Contracts and Business Law, Mohamed Seddik Ben Yahia University, Jijel, Algeria, pp. 118-119

47- Ibrahim Ben Mokhtar, Compensation for Damage under Algerian Law, Annals of the Faculty of Law, Higher School of Commerce, El Kalaa, Algeria, Volume 10, Issue 1, 2018, p. 143

Bibliography List:

Books

- Jalal Ahmed Khalil, *The Legal System for the Protection of Inventions and Technology Transfer to Developing Countries*, Kuwait University, First Edition, 543 p., Kuwait, 2016.
- Al-Hamshari Walid Auda, *Technology Transfer Contracts*, Dar Al-Thaqafa for Publishing and Distribution, Jordan, First Edition, p. 45, 2020.
- Sari Eldin Hani Salah, *Technology Transfer Contract under the Provisions of the New Commercial Law*, Dom Publishing House, Cairo, 2001.
- Mahmoud Al-Rashid Quraish, *Technology Transfer in the Arab World*, Center for Arab Unity Studies, Beirut, 1982.
- Khaled Abu Taha, Ahmed Hassina, *Formality in Commercial Contracts: An Analytical Study*, Journal of Law and Human Sciences, Volume 13, Issue 1, April 2020.

Theses / Dissertations

- Ezzedine Boukerbout, *Technology Transfer and Labor Organization in Algerian Society: A Field Study on the Effect of Technology Transfer on Labor Organization in an Algerian Factory*, Master's Thesis in Industrial Sociology, Faculty of Sociology, University of Algiers, 1996.
- Ali Youssef, *Contrats Internationaux d'Etat et la Responsabilité Contractuelle au Regard du Droit International Public*, Doctoral Thesis, University of Nice, May 1985.
- Qais Mohammed Bashar, *Technology Transfer Contracts under Private International Law*, Doctoral Thesis, supervised by Issam El-Din Qusbi, Faculty of Law, Ain Shams University, Cairo, Egypt, 2016.
- Mohammed Ghassan Sobhi Al-Aani, *Breach of the Confidentiality Obligation in Technology Transfer Contracts (Comparative Study)*, Master's Thesis, supervised by Muhannad Azmi, Faculty of Law, Middle East University, 2016.
- Abbasse Hamza, *Means of Technology Transfer and Resolution of Its Disputes in Light of International Law*, Master's Thesis, Faculty of Legal and Administrative Sciences, Hassiba Ben Bouali University, Chlef, Algeria, 2006/2007.

Articles

- Nabil and Nougi, *The Legal Framework of the Technology Transfer Contract and Its Direct Effects*, Al-Sawt Al-Qanuni Journal, Volume 5, Issue 5, April 2018,.
- Ben Salem Ben Younes, Jamal Qattal, *The Legal Regulation of Technology Transfer Contracts*, Ijtihad Journal for Legal and Economic Studies, Volume 13, Issue 1, 2024.

- Al-Haj Ben Ahmed, *Obligations of the Parties and Penalties for Breach in Technology Transfer Contracts*, Academic Journal for Legal and Political Research, Volume 1, Issue 3, Faculty of Law and Political Science, Amar Telidji University, Laghouat, Algeria, 2018.
- Wahiba Amich, *The Future of Civil Liability of the Supplier in Technology Transfer Contracts*, Al-Sawt Al-Qanuni Journal, Volume 8, Issue 2, 2022.
- Mohammed Ghassan Sobhi Al-Aani, *Breach of the Confidentiality Obligation in Technology Transfer Contracts (Comparative Study)*, Middle East University Journal, 2016.
- Nassima Hashoud, *Comparative Legal Studies Journal*, University of Lounici Ali, Blida, Volume 7, Issue 2.
- Suha Al-Sabahin, *Amended Agreements for Contractual Liability Provisions*, National Criminal Journal, Jadara University, Jordan, Volume 55, Issue 3, 2012.
- Youssef Massoudi, *Compensation for Damage Resulting from Breach of Technology Transfer Contracts*, Ahmed Draia University, Adrar, Volume 10, Issue 3.
- Sarah Safwan, *The Effect of Breach of the International Technology Transfer Contract*, Journal of Legal and Political Research, Laboratory of Constitutional Institutions and Political System, Issue 7, June 2019.
- Abdel Karim Moukha, *International Trade Contracts between the Jurisdiction of National Courts and Arbitration Courts*, Journal of Research on Contracts and Business Law, Mohamed Seddik Ben Yahia University, Jijel, Algeria.
- Ibrahim Ben Mokhtar, *Compensation for Damage under Algerian Law*, Annals of the Faculty of Law, Higher School of Commerce, El Kalaa, Algeria, Volume 10, Issue 1, 2018.

Websites

- WIPO, *Paris Convention for the Protection of Industrial Property*, https://www.wipo.int/ar/web/treaties/ip/paris/summary_paris, accessed 12/10/2025 at 11:00.
- EBSCO, *International Technology Transfer*, https://www.ebsco.com/research-starters/technology/international-technology-transfer, accessed 14/12/2025 at 22:30.