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The rights of the recipient state under the technology transfer contract

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Abstract

The rapid scientific advancements in developed countries have led to the emergence of practical applications of these scientific. Often, developing nations seek to get these modern technologies by entering into technology transfer contracts with providers. However, the lack of comprehensive legislative regulation in Iraqi law necessitates a closer examination of the legal framework regarding technology transfer contracts to protect the rights of recipient states. This article seeks to address the legislative gaps and analyze the rights of recipient states in these contracts, drawing insights from comparative legal perspectives. The topic is divided into two main sections: the first explores the nature of recipient state rights. In contrast, the second section delves into the legislative positions within Iraq and comparative laws regarding these rights.

Keywords: Recipient State; Technology Transfer Contract; State's Rights; Licensee; Technology Provider.

1. Introduction

Developed countries have made a lot of efforts and funds to make scientific research successful in obtaining the practical application of technology. We also note that developing countries seek to obtain modern technology. However, it is only accessible to obtain it with conditions or charges, as countries resort to concluding contracts with the supplier to obtain the new technology. Therefore, the need has emerged to enact a legal regulation by which the rights of the country receiving the technology are protected. The technology transfer agreement is a legal agreement between the licensor or technology owner and the licensee or recipient. It includes provisions by which the technology owner grants the recipient the privilege to use, design, or market-specific technology or intellectual property. In addition, some rights, such as access to the technology source, which is one of the fundamental rights granted to the recipient state, and the right to receive warranties regarding the quality and performance of the transferred technology and to benefit from any future improvements or developments related to the technology. Comparative legislation has established a legal organization through which the rights of the recipient state are protected. Therefore, in this study, we will address legislative gaps and analyze the rights of recipient states in these contracts, drawing insights from comparative legal perspectives.

1.1. Significance of research

The study of technology transfer agreements is of profound importance. It helps develop legal frameworks and supports economic growth, innovation, global cooperation and sustainable development. This scientific research works to coordinate the interests of technology providers and recipient countries, ensuring that these agreements promote mutual benefit and contribute to the improvement of societies around the world. The importance of this research also lies in its ability to answer the questions posed by the researcher. These questions are essential to understanding the importance of protecting the rights of recipient countries within the framework of technology transfer agreements. By

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answering these questions, the research will be able to identify any legal shortcomings in protecting the rights of recipient countries. The research will then propose some recommendations on how to address these shortcomings.

1.2. Research Problem

The legal framework governing technology transfer contracts in Iraq needs a comprehensive and unified regulatory structure. This research seeks to address this legislative deficiency by establishing foundational principles that can contribute to the development of comprehensive legislation, ensuring the protection of the rights of the contracting state.

1.3. Research Questions

- Do the rights of recipient states extend beyond the contractual provisions, encompassing principles derived from the agreements?
- What is the Iraqi legislative stance concerning the rights of recipient states in technology transfer contracts?
- Did any explicit mention of these rights within Iraqi law's general or specific legal provisions?
- How have comparative legal systems regulated technology transfer contracts and upheld the rights of recipient states?

2. Research Methodology

This research adopts an analytical and inductive approach involving an examination of comparative legal texts. It begins with exploring Iraqi law, subsequently extending the analysis to encompass Egyptian and American legislations.

Therefore, This article will be structured into two main sections. The first explores the nature of recipient state rights, while the second section delves into the legislative positions within Iraqi and comparative laws regarding these rights.

2.1. The Concept of the Technology Recipient Rights (State)

The Scientific advancements in advanced nations have led to the emergence of critical practical applications of the sciences. The global evolution of software, in turn, has motivated many developing countries to attempt to attract these modern technologies and benefit from them as much as possible. Where the technology transfer agreement is a legal agreement between two parties, the licensor or technology owner and the licensee or recipient, it includes provisions by which the technology owner grants the recipient the privilege to use, design, or market-specific technology or intellectual property [1].

As it is considered a binding contract for both parties, it generally outlines a set of rights for the recipient state in a technology transfer agreement. These rights include, for example, access to the technology Source, which is one of the fundamental rights granted to the recipient state. Recipient countries also have the right to obtain guarantees regarding the quality and performance of the technology and to benefit from any future improvements or developments related to the technology. In addition, the principle of good faith and related rights such as disclosure and confidentiality are essential factors in technology transfer contracts. Therefore, technology transfer agreements play a pivotal role in facilitating the exchange of knowledge and innovation between developed and developing countries. Recognizing and supporting these rights helps recipient countries benefit from technology transfer contracts, ultimately contributing to economic growth and sustainable development. Therefore, in this section, we will discuss the general rights of the state first and then the rights based on the principle of good faith [2].

2.2. General Rights of the State

The technology transfer contract grants the recipient country several rights in addition to the obligations it imposes. These rights stem from the origin of the contract, given that it is binding on both sides. It creates rights for both parties, which are the origin of the parties' obligations. These rights may include delivering the subject of the contract and its related elements to the recipient, informing him of any changes for the better, obtaining the necessary materials for maintenance, and obtaining a warranty. We will discuss these rights in four consecutive paragraphs.

2.2.1. Receipt of the Contract's Subject Matter and Its Necessary Elements

In technology transfer agreements, the supplier, often called the technology provider or technology transfer agent, undertakes a fundamental responsibility – delivering the contractual object and its essential components for effective utilisation. The most important thing that the supplier does is to deliver the subject of the contract and the necessary elements to benefit from it by using the technology. This delivery includes the material and moral elements, such as

patents, as the moral aspect is no less important than the material aspect of the technology. The supplier must also deliver all documents related to the contract's subject and the contract period's length [3].

The Egyptian legislator referred to this right in Article (77/1), which states (the supplier is obligated to provide the importer with the information, data and other technical documents necessary to absorb the technology, as well as what the importer requests from the technical services necessary to operate the technology, especially expertise and training.) It is noted that the Egyptian text wanted the technology supplier to understand the meaning of delivery and to deliver the subject of the contract in accordance with its nature, such as using methods of explanation and clarification on how to use it [4].

To complete the receiving process in an ideal manner, the two parties must agree in the contract on the terms and specifications of the place to be delivered, the time and place of delivery, and how to transport these elements in accordance with their nature, as well as agree on the responsibility for the destruction. In addition, the supplier must deliver all the moral elements represented by the set of technical knowledge in order to reach independent productivity and gain industrial experience. The recipient must be given documents that clarify and explain the mechanism of the technology and its intended purpose, either in sent appendices or in the presence of experts or technicians on periodic visits to the recipient's country. Other than the above, he is responsible for not delivering accurately. In an arbitration case filed by the wireless communications company (Cameron) against a company affiliated with the United States of America, the latter company supplied a device to the former. Still, it did not test the station, so the decision was issued against the latter company considering that the delivery does not end with the delivery of the device only. Still, instead, it is necessary to operate, test, manage the work and make the device suitable for electrical currents, even if the contract does not include a reference to that, as it is considered one of its necessary elements and requirements and nature of the contract. So, we conclude that the recipient state must deliver the subject of the contract and its necessary elements in accordance with the nature of the subject and that the recipient state should not accept incomplete delivery even if the necessary technological elements are not mentioned. Still, instead, it infers from the nature of the subject of the contract, such as delivering the house with its keys, for example [5].

This highlights a fundamental principle: the recipient nation must receive the site specified in the contract and all its essential components. The recipient country is entitled to expect nothing less than complete and precise delivery, even if specific technological components are not explicitly outlined in the contract. These technological components can often be inferred from the intrinsic nature of the designated site. An apt example of such meticulous delivery can be found in a contract between a Saudi Arabian company and a German counterpart specializing in axle production. The contract explicitly stated that "wag" would provide the Saudi company with technical, mechanical, and commercial information necessary to establish and organize a durable axle production facility. Furthermore, "wag" committed to transferring its proprietary industrial knowledge [6].

Thus, the legal cases emphasize that technology transfer contracts impose the responsibility for meticulous, precise, and complete delivery upon the supplier. This accountability extends beyond the physical handover of equipment to encompass rigorous testing, meticulous management, and the adaptation of equipment to suit electrical specifications. Thus, the recipient nation is warranted in expecting an all-encompassing delivery experience, irrespective of whether specific technological components are explicitly delineated in the contract, as they can be reasonably inferred from the nature of the designated site.

2.2.2. The Right to Obtain Technical Expertise

For the recipient state to effectively harness the imported technology under the contract, they need to gain technical expertise, particularly in operating and training personnel to work with the technology. Technical expertise here refers to the training and education of individuals from the recipient state, whether engineers or technicians, enabling them to effectively manage and utilize the contracted technology. The supplier can facilitate such transfer of knowledge and expertise by providing expert trainers, practical guidance, and participation in hands-on applications [7].

Practical training must be incorporated into the technical expertise transfer to achieve the desired outcomes. Additionally, cultural aspects of the recipient country should be considered so that trainees can eventually pass on their knowledge to others. This acquisition of technical expertise empowers the recipient state to operate the technology independently, reducing dependency on the supplier. The requirement for technical expertise transfer is often included in the contract's terms and conditions. In case of any discrepancies, the parties can refer to the contract provisions. The legal framework also allows for supplementary conditions to be added through the judiciary, as indicated in Article 150/2 of Iraqi Civil Law and its counterpart, Article 48/2 of Egyptian Civil Law, which states that contracts are not

limited to the explicit obligations but also cover their implications, as per legal norms and fairness, in accordance with the nature of the commitment [8].

Without delving into specific details, the contract can outline technical expertise-related terms and conditions, including their general aspects. A separate agreement can be made to define the type, terms, conditions, preservation, stages, warranty, types of technical expertise, categories of trainees, and other conditions [9].

The recipient state has the right to stipulate that the supplier providing technical expertise must be competent; otherwise, it has the right to reject the supplier. This is supported by Article 77/1 of Egyptian Law, which states, "...and also what the importer requests in terms of technical services necessary for operating the technology, especially expertise and training." [10].

In our view, it is advisable to document the necessary technical expertise requirements, components, and prerequisites, even when not explicitly mentioned in the contract. This practice helps avoid misinterpretations that might jeopardize the recipient state's rights.

2.2.3. Delivery of Necessary Maintenance Materials to the Recipient State

Over time, the subject matter in the contract may undergo wear and tear or damage due to usage, necessitating the replacement of worn-out or damaged parts to ensure continued operation. Access to the necessary maintenance materials to replace old components is necessary for the recipient state to sustain its technological project. Therefore, we note that the Egyptian legislator in Article (78) stipulated that (the supplier is obligated - throughout the term of the contract - to provide the importer, upon his request, with the spare parts he produces and which are needed by the machines or devices used in operating his facilities. If the supplier does not produce these parts in his facilities, he must inform the importer of their sources.). He indicated that the supplier must provide the recipient with the necessary maintenance materials to ensure the continuity of work. He must inform the recipient how to obtain them if he does not have them.

It is noted that the Egyptian legislator suspended this right on two conditions: the first is to oblige the supplier to provide the necessary materials for maintenance and inform the recipient of their production places. The second is to submit a request by the recipient state as the owner of the right to these parts [11].

In this context, the supplier's obligation is tied to the contract's duration, meaning they are not obliged to provide these materials after the contract has ended. However, it would be preferable for the supplier to be obligated to supply the recipient with the necessary maintenance materials even after the contract has ended, for a period agreed upon by both parties, unless the recipient state declares its ability to produce these materials without the need to turn to the supplier.

2.2.4. The Right to Obtain a Warranty

Warranty is one of the most crucial rights for the recipient state. To effectively utilize technology throughout the contract's duration and benefit from it, there must be a warranty from the supplier. The terms and conditions of this warranty vary depending on the type of contract.

Warranty provisions can be based on the general rules or derived from the nature of the contract. While these provisions are not part of the public order, general principles often deem any attempt to exempt oneself from them void, even if the supplier deliberately conceals this right. Furthermore, the supplier is bound to warrant against any claims or demands made against the recipient that seek to deprive them of the right to benefit from the contract.

Many developing countries insist on making warranties results-based. In this context, a warranty does not achieve the desired result simply by providing the recipient with information or technical expertise. It must lead to the desired production, quality, and performance outcomes. Otherwise, the supplier bears responsibility [12]. Some may attempt to mitigate the supplier's obligations, which can dilute the recipient's rights [13].

Article 85(1) of the Egyptian Commercial Law has settled this matter by imposing an obligation on the supplier to provide a warranty with results. It does not require explicit agreement but specifies that the supplier guarantees the technology's compliance with the contract's conditions and the production of goods or the provision of services under the specified specifications unless otherwise agreed in writing.

Nevertheless, this warranty must achieve the desired outcome to safeguard the recipient's right to warranty. Otherwise, there would be little benefit if the desired results were not realised. We do not advocate for exemptions from this

warranty, as the recipient state, often a third-world country, may face challenges in relinquishing its warranty rights. Therefore, it is advisable to omit the phrase "unless otherwise agreed in writing" from the text [14].

2.3. Rights Based on the Principle of Good Faith

In technology transfer contracts, several rights arise from the principle of good faith and trust in commercial dealings. Among these rights are the right to information and confidentiality, which we will discuss in two paragraphs.

2.3.1. The Right to Information

The right to information manifests the good faith principle. It necessitates that the technology supplier, in a transfer contract, duly informs the recipient party about all pertinent data and documentation related to the agreement. Furthermore, the supplier must apprise the recipient of all requisite measures to mitigate potential risks from utilizing the contract's subject matter or any circumstances or consequences related to its nature or associated with its application.

The question often arises regarding the commencement of this right or, in other words, when it becomes operational. This right comes into effect during the negotiation phase and persists until the contract is concluded. Significantly, this right extends into the implementation stage. This right constitutes an obligation on the supplier's part, which can be responsible whenever it deviates from it.

The Egyptian legislator, in Article 76 of the Commercial Law No. 17 of 1997, has recognized this right, which "stated that the technology supplier must disclose to the importer, during the negotiations leading to the contract or within the contract, the following:

- Risks that may arise from using the technology, especially those related to the environment, public health, safety, or financial matters. The supplier must also inform the importer of any means to mitigate these risks.
- Legal actions or other obstacles that may hinder the use of technology rights, especially those related to patents.
- Local law provisions regarding technology export declaration.

It should be noted that this article asserted our view that this right extends into the contract's implementation phase, and the information forms mentioned are illustrative rather than exhaustive. The supplier must provide all necessary and detailed information about risks and potential liabilities [15].

The supplier is also required to inform the recipient about any material or legal obstacles they may encounter or that could conflict with the technology transfer. Furthermore, the supplier is obligated to specify provisions of national law related to technology, such as licensing requirements and maintenance materials, as part of the recipient state's rights.

2.3.2. Confidentiality

Confidentiality is an essential aspect of technology transfer contracts. It allows technology to be leveraged without others benefiting from it.

Confidentiality is defined by the U.S. Competition Law of 1995, in Section 39, as "any information that can be used in business operations, has substantial value, and provides an economic or competitive advantage, actual or potential, to its owner" [16].

The Egyptian legislator recognizes the right to confidentiality in Article 83 of the Commercial Law. It stipulates that the importer must maintain the confidentiality of the technology and any improvements made to it. Violating this confidentiality, whether during the negotiation stage or afterward, subjects the supplier to liability for damages.

The Egyptian law specifically emphasizes the period extending from negotiation to contract implementation, and the supplier is obliged not to disclose the confidential information or face liability for the resulting damages. Abstaining from disclosing this information is a results-based obligation rather than an obligation to exert care.

3. Legislative Perspective on the Rights of the Receiving State

As we have seen, the technology transfer agreement entails a set of rights for the receiving State under the contract at times and others based on the principle of good faith. However, has the Iraqi legislator, as well as comparative legislation, addressed these rights? Were they included in specific laws or left to the general rules? To answer these

questions, we will divide this section into two parts: firstly, we will explore the legislative stance of Iraq regarding these rights, and secondly, we will examine the comparative legislative perspective on these rights.

3.1. Rights of the Receiving State under Iraqi Legislative Perspective

The Iraqi legislator has yet to codify the rights of the State in a specific legislation; instead, these rights are scattered across various laws and regulations. Sometimes, they are found within general legal principles, while in other instances, they are incorporated within specialized laws, such as those related to investment. To provide a clear legislative stance, we will investigate these rights in two sub-sections: firstly, we will delve into the rights of the State within general legal principles, and then we will examine the rights within specialized regulations in the second sub-section [17].

3.1.1. State's rights under general rules

The Iraqi legislator has indicated certain rights for the recipient state in the general legal framework. Article 909 of the Iraqi Civil Code, in its first paragraph, Emphasizes the necessity of maintaining secrecy in industrial and commercial activities. While this provision is not explicitly directed at technology transfer contracts, it can be applied to them as an innominate contract subject to the general rules, considering its specific nature. However, the legislator did not explicitly define the required level of secrecy in the contract. Therefore, the legislator needs to define the meaning of confidentiality in this context.

Article 150 of the general rules also highlights the need for contract execution based on the principle of good faith. It implies that contract execution should not be limited to what is explicitly stated in the contract but should adhere to the nature of the commitment, legal provisions, customs, and fairness. Among the critical applications of this principle are confidentiality and disclosure [18].

The Iraqi legislator has not explicitly stated its position regarding improvements or enhancements to the technology after the contract is concluded. We believe such improvements may be considered inherent to the contract as long as it remains in force. Article 536 of the Iraqi Civil Code, For instance, it outlines the delivery process of the subject matter of the contract and its accessories to the buyer (the recipient state) upon payment of the agreed-upon price.

Article 398 of the civil code addresses the expenses of fulfilling obligations and how they should be fulfilled. Furthermore, Article 246 of the same law compels the supplier to fulfill their obligation precisely; in cases it is impossible, it must compensate the recipient unless no harm befalls the latter. Similarly, Article 177 of the mentioned law expresses a similar provision. Regarding the termination of contracts, Article 178 implies that a contract can be considered terminated automatically without the need for a judicial decision in case of non-compliance with contractual obligations.

Article 557 acknowledges guarantees as one of the recipient state's rights. It emphasizes that the supplier remains responsible for the guarantee even if there is an agreement to exempt them from it, and any agreement to the contrary is deemed void. Additionally, Article 549 specifies that the supplier is responsible for guaranteeing performance, whether in whole or in part, and this guarantee is enforceable even if it is not explicitly stipulated in the contract.

3.1.2. State's rights under private rules

The Iraqi legislator has made some references to the rights of the State within specialized laws. However, these references are limited and do not provide comprehensive legal protection for the State's interests. For example:

- Investment Law: Article 14/8 of the Iraqi Investment Law No. 13 of 2006, as amended, obliges the supplier (foreign investor) to train and qualify Iraqi workers and prioritize their employment [19]. Article 14/3 requires the supplier to provide all necessary documents and accurate information about the contract [20].
- However, this law does not explicitly address other essential rights and obligations, such as introducing developed programs or updates, mitigating risks, and disclosing risks or warranties. The law also does not specify penalties for contract violations.
- Investment System No. 2 of 2009: Article 21 of this law mentions the duty of the supplier (investor) to comply with technical specifications required by Iraqi laws. Article 23 implicitly alludes to the obligation of the investor to develop and expand the project and notify the relevant authority within 30 days, which indirectly implies the State's right to receive improvements and disclosures. The legislator wisely included a timeframe for this notification.
- Mineral Investment Law: Law No. 91 of 1988, amended in Article 9/4, grants the State the right to require the investor to eliminate all investment-related risks within four months of the expiration of the contract or license.

- Radiation Protection Law: Article 13/1 of Law No. 99 of 1980 emphasizes the supplier's responsibility (in the context of radiation hazards) for compensation if the State incurs damage. It establishes a presumption of liability that is not subject to proof to the contrary [21].

While these legal texts provide some protection to the State, they do not comprehensively address all potential rights and obligations. There is a need for more comprehensive legislation that explicitly defines and safeguards the State's rights in various contractual arrangements, especially in cases where the supplier holds a stronger position, particularly concerning technology transfer and foreign investment.

4. The rights of the recipient state under the comparative legislative position

The legislative approach to the rights of the recipient state in technology transfer contracts varies among legal systems. To guarantee the right of the recipient state to the technology transfer contract. Therefore, we will examine the legislative stances of both the Egyptian legislator and the U.S. legislator separately:

4.1. Egyptian Legislative Perspective

The Egyptian legislator has established regulations governing technology transfer contracts within Egyptian Commerce Law No. 17 of 1999, specifically in Chapter I, Articles 72 to 87. These provisions include essential rights for the recipient state, as outlined below:

- Article 75: This article prohibits the technology supplier (the "vendor") from preventing or restricting the recipient state's freedom to use, develop, improve, introduce enhancements, or employ trademarks as it sees fit for the sale of goods. Additionally, the vendor is barred from limiting production capacity or acquiring necessary materials and machinery.
- Article 76: This article places an obligation on the vendor and grants the recipient state the right to be informed about potential risks related to technology use, particularly those affecting the environment, health, safety, or lives. The recipient state has the right to compel the vendor to address these risks, especially if there is a legal claim that might hinder technology use. Furthermore, the recipient state can obtain information regarding the vendor's national export laws and regulations.
- Article 77: also indicated that 1- The supplier is obligated to provide the importer with the information, data and other technical documents necessary to absorb the technology and the technical services required by the importer to operate the technology, especially expertise and training. 2- The supplier is also obligated to inform the importer of the improvements that he may introduce to the technology during the period of the contract's validity and to provide these improvements to the importer if requested.
- Article 78: also indicated that the supplier is obligated - throughout the contract's validity - to provide the importer, upon his request, with the spare parts the produces. Suppose the supplier does not produce these parts in his facilities, and the machines or devices used in operating his facilities need them. In that case, the importer must be informed of the sources of obtaining them.
- Article 79: also gave the state the right to request the supplier to bring in those who can operate the technology and bring in those who have technical capabilities, whether they are Egyptian or foreign technicians, as it stipulated: The importer is obligated to use workers with a degree of technical knowledge in operating the technology and to seek assistance whenever necessary from technical experts, provided that the selection of these workers or experts is from Egyptians residing in Egypt or abroad whenever available.
- Finally, the legislator referred to a joint right of the state and the supplier in Article (86), which stipulated that the receiving state may, after five years have passed since the contract, request its amendment to suit the economic circumstances and conditions appropriate to it. Likewise, each party to the technology transfer contract may, after five years have passed from the contract date, request its termination or a review of its conditions by amending them to suit the general economic circumstances in place. This request may be submitted again every five years unless another period is agreed upon [22].

These articles in the Egyptian Law asserted the importance of protecting the rights and interests of the recipient country in technology transfer agreements, including various aspects of the contract such as risk management, reach to information, and full support for the technology's development and operation [23].

4.2. US Legislative Position

The U.S. legislative approach to the rights of the recipient state in technology transfer contracts involves establishing legal regulations aimed at safeguarding the recipient state's rights, particularly in the field of technical knowledge. For instance, the Stevenson-Wydler Act of 1986 outlines objectives that include the exchange of expertise, labor, and

industries within the technology transfer sector. It emphasizes the importance of enhancing technological innovation and industrial development.

This law underscores the necessity of providing technical expertise, exchanging skilled labor, and fostering knowledge transfer to promote technological innovation [24].

It recognizes that granting legal rights is not limited to material rights but extends to intellectual rights, such as confidentiality. It emphasizes the need to establish the necessary legal means for technology utilization.

Technology transfer contracts are regarded as the means to secure the rights of both parties involved. Therefore, these contracts need to be written by U.S. law. The Stevenson-Wydler Act emphasizes the importance of quality personal training, considered one of the recipient's rights. In cases of harm or damage, the recipient can request contract termination or compensation as provided for under the Uniform Commercial Code (UCC). Good faith dealings are often required in these situations, as mentioned in Section 205 of the U.S. Amendments [25].

The U.S. legislature has introduced modern technologies and allowed their sale to recipients to improve productivity and extend their lifespan, provided the recipient pays for these technologies [26]. The Federal Technology Transfer Act allows for technology transfer and agreements, emphasizing the transfer of technical knowledge, sharing experiences, and assisting those acquiring technology to enhance productivity [27].

However, the American legislator in the Sherman Anti-Monopoly and Competition Act restricted or imposed restrictive conditions that prevented the establishment of any union group in order to hinder experiments between the United States of America and foreign countries and imposed penalties for that [28].

It is noted that the American Supreme Court [29] had decided a case between the American government and General Motors in 1949 and adopted the condition of restricting maximum production.

5. Conclusion

In conclusion, technology transfer agreements effectively promote the exchange of knowledge and innovation between developed and developing countries. Through these contracts, recipient countries gain basic rights, including access to modern technology, technical expertise, and maintenance materials, with legal guarantees. The principles of good faith, confidentiality, and information disclosure are also central to these contracts. The Iraqi legislator has recognized some of these rights in scattered laws. By comparing with the Egyptian Commercial Code and the American law, the rights of the recipient country can be identified and protected more comprehensively. Such legislative efforts will foster innovation, economic growth, and international collaboration. Thus, several noteworthy findings and recommendations have concluded:

5.1. Firstly: Findings

- Absence of Uniform Regulation: Within the context of Iraqi legislative provisions, there exists a conspicuous absence of a unified regulatory framework governing contracts of this nature. Instead, reliance is often placed upon generic civil law principles and supplementary legislations, such as investment laws. This lacuna in uniformity engenders interpretative variance and diversity of legal perspectives.
- Writing is necessary for contracting and not for proof, but we still need writing for proof, so we must prove the party's rights in violation of its obligations. Nevertheless, a prescribed format is conspicuously absent, permitting contractual parties the latitude to configure their agreements in consonance with their discretionary preferences.
- We concluded that the entitlements of the recipient state encompass all facets of the contract, even if not explicitly delineated, as these entitlements are inherent to the contractual nature and its constituent elements.
- The guarantees enshrined within technology transfer contracts must be to achieve results, as their fundamental purpose is the attainment of specified outcomes, and we disagree with being exempted from it, as recipient states, often from developing countries, may be subjected to external pressures prompting the relinquishment of their rights under these guarantees.
- It became clear to us that the rights of the recipient state may transcend what is expressly articulated in the contract; instead, some rights depend on the principles of good faith, such as information and confidentiality.

5.2. Secondly: Recommendations

We propose introducing amendments to the Iraqi Commerce Law to encompass explicit legal provisions germane to technology transfer contracts. These suggested amendments aspire to provide a more perspicuous legal framework governing technology transfer contracts within the jurisdiction of Iraq, thereby ensuring the comprehensive and safeguarded addressing of the rights and responsibilities incumbent upon both contractual parties. The ensuing articles are proffered as prospective amendments:

- Article 1: Scripting constitutes an intrinsic facet of the contract, a sine qua non for its formation, and a pivotal component delineating its legal validity.
- Article 2: The provider is mandatorily obligated to furnish the recipient with the entirety of technical cognizance, encompassing documents, data, feasibility analyses, and all ancillary and interrelated components.
- Article 3: It is deemed null and void for the provider to impose any condition circumscribing or proscribing the recipient's utilization of the technology, inclusive of but not confined to maximum production thresholds, the introduction of enhancements, or subcontracting to third parties.
- Article 4: The provider must proffer notification to the recipient concerning any prospective risks, liabilities, or encumbrances that could impinge upon the undisturbed possession of the technology.
- Article 5: The provider is duty-bound to institute a comprehensive technical training regimen for the recipient's technicians, endowing them with the requisite proficiency to harness the technology optimally. Furthermore, the provider must disseminate all pertinent data, information, and documents for effective utilization.

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