



『技術導入 및 合作投資契約에 따른 實務上問題點에 關하여』(2)

正友엔지니어링(株) 開發技術顧問
金 峴 根*

<目 次>

4. 合作契約上의 留意點과 체크·리스트
5. 技術導入契約의 事例
6. 合作投資契約의 事例
7. 맺는말
8. 參考文獻및 資料

§ 4.5. 合作(資)契約의 「체크리스트」 概要

1. 合作會社의 設立(Organization of Joint Company)
2. 資本構成(Capital Structure)
3. 合作會社의 株式(Stock of Joint Company)
4. 理事役(Directors)
5. 配 當(Dividends)
6. 特許權(Patent Rights) (特許權에 關한 一般的인 條件은 여기서 論하지 않는다)
7. 商標權(Trade Mark Rights) (商標權에 關한 一般的인 條件은 여기서 論하지 않는다)
8. 會計와 報告(Accounting and Reports)
9. 競合되는 權利(Right to Compete)
10. 從業員 發明者에 對한 補償(Compensation for Employee Inventors)

(※ 註記: 많은 歐洲諸國에서는 雇用主는 雇
用者에 依해 自己所有物이나 主張되고 또 利用
되고 있는 發明에 關하여 從業員인 發明者에게
對하여 그 給料以上의 特別報償을 支拂할 것을
要求하는 法律이 있다)

* 土木技術士(港灣 및 海岸)

一般條項 (Common Clauses) 「체크리스트」

이 체크리스트는 特許, 노우하우商標, 合作會社
와 이것과의 여러가지 結合에 關하여 起案되는
모든 或은 거의 全契約에 適用될 수 있는 條項
을 含有하고 있다.

1. 秘密(Confidence) (노우하우와 營業機密事項
에 關하여)
2. 認定地域(Territory) (實施權者 或은 合作會
社에 對한 것)
3. 讓渡(Assignment)
4. 終了(結) (Termination)
5. 不可抗力(Force Majeure)
6. 仲裁(Arbitration) (國家에 따라서 競爭仲裁
를 認定치 않고 있는 나라가 있으므로, 라이
센시 或은 合作會社가 契約에 따라 事業을 하
고져 하는 나라의 法律을 調査할 일이다)
7. 契約期間(Term of Agreement)
8. 契約發効日(Effective Date of Agreement)
9. 通知와 合法的인 住所(Notices and Legal
Addresses)
10. 契約의 統合(Integration)
11. 言語(Langauge) (外國의 當事者와의 契約
을 위해)
12. 適用法(Law Appli Cable)

付屬書類(Schedules)

協商(交涉)者는 最初의 協商會議에서, 讓渡 或

은 實施權의 對象이 되는 特許와 商標의 付屬書類를 手中에 넣도록 하여야 한다.

最初의 正式契約書案에는 詳細한 付屬書類를 添付할 일이다.

即,

1. 附屬書類에 記載할 事項(各國別)은 特許權에 關하여는 : 特許番號, 公告日, 發明의 正式名稱 特許出願에 關하여는 : 一連番號, 出願日과 發明의 正式名稱
2. 商標(登錄商標單의 列舉)에 關하여는 : 商標의 字體 或은 디자인, 登錄番號, 登錄日, 商品의 部類(各國別) 付屬書類에 添加해서, 添付書類에 다음事項을 記載하는 수가 있다.
3. 既存會社 或은 對象會社株式의 「帳簿價」를 決定하기 위한 會計手續
4. 明白히 契約의 對象에서 떨어진 過去의 在庫品의 列舉(當事者의 한쪽이 個人投資家인 경우 特히 重要하다).

5. 技術導入契約의 事例

瑞典國 Rock Tanks Group 社 (3 個社로 構成)의 韓國內 事業受注活動과 (Agreement concerning marketing and contracting of Rocktanks in Korea)

契約業務를 위한 合意書(石油 地下備蓄施設 技術導入契約)

WHEREAS ABV-Vaegfoerbaettringar AB, a Swedish company, having its seat in Stockholm, Sweden, A.S. Hoyer-Ellefsen, a Norwegian company, having its seat in Oslo, Norway, and Scandiaconsult International AB, a Swedish company, having its seat in Stockholm, Sweden, possess valuable knowledge and experiences with respect to the design, construction, installation and maintenance of underground oil storage plants,

WHEREAS the said companies, below called member(s), have formed a joint venture for the purpose of marketing and procuring of contracts in respect of such plants, the said joint venture being called The Rock-Tank

Group,

WHEREAS the RockTank Group wishes to appoint a company having its seat in herein after called the Local partner, as its sole agent and representative in on the terms and conditions specified below,

WHEREAS the Local Partner wishes to become the sole agent and representative for the RockTank Group in the Territory on the said terms and conditions,

Now, THEREFORE, the parties have agreed as follows.

瑞典國 Stockholm 市 所在 瑞典法人體 ABV-Vaegfoerbaettringar AB 社, 諾威國 Oslo 市 所在 諾威法人體 A.S. Hoyer-Ellefen 과 瑞典國 Stockholm 市 所在 瑞典法人體 Scandiaconsult International AB 社 等은 地下油類備蓄施設의 設計, 施工, 設置와 補修維持에 關한 優秀한 智識과 經驗은 各社가 保有하고 있다.

前述한 3個社는 合同事業體로서 “Rock Tank Group”라는 名稱下에 關聯된 施設物의 事業受注活動과 契約上의 業務를 위해 合作投資한 一員임을 明記한다.

Rock Tank Group 은 一社를 指名하여 相對國當事者로 하고 다음과 같은 諸般事項에 依據한 特約代理店과 그 代表로 할 것이다.

地方當事者는 該當地域에서 諸般合意事項에 따르는 Rock tank group의 特約代理店의 代表로 臨한다.

그러므로 兩當事者는 다음 事項에 合意한다.

1. Definitions

The “Territory” means the State of

The “Product” means such underground oil storage plants as are described in the brochure “Rocktanks for safe and sound oil storage” attached hereto as Appendix 1 as well as developments thereof.

“Know-how” means all such technical and commercial knowledge and experiences relating to the design, construction, installation and maintenance of the Products as the RockTank Group Possesses such as

- geological know-how of prospecting suitable locations
- geological criteria for underground storage
- procedure and scope of investigations and rock sampling
- application of suitable test methods
- permeability and hydrogeological questions
- planning and layouts, restrictions and flexibility questions
- detailed civil design including rock-reinforcement methods
- optimization questions and logistics
- feasibility studies
- detailed design of mechanical and electrical installation
- tunnelling methods and equipment
- rock mechanics
- rock-reinforcement methods and practice
- practical rockblasting experience of all kinds of underground plants
- installation procedures and control
- construction management
- testing and running in
- operation instructions and procedures
- operation instructions and procedures
- maintenance routines
- Swedish and Norwegian regulations for underground oil storage
- marketing and sales arguments and procedures.

1. 合意用語의 定義

“(事業)地域”이라 함은 _____을 意味한다.

“製品”이라 함은 別添附錄 1의 案內 “Rocktanks for Safe and Sound Oil Storage (安全하고 堅實한 油類貯藏을 위한 岩石槽)”는 開發事項과 함께 記載된 바와 같은 如斯한 地下油類貯藏施設을 意味한다.

「노우하우」라 함은 Rock Tank Group 社 保有의 施設物의 設計, 施工, 設置, 保存에 關係되는 技術的·商業的인 모든 智識과 經驗을 말하며, 即 다음과 같은 것이다.

- 適切한 立地를 離察하는 地質學的인 노우하우
- 地下備蓄施設의 地質學的인 規準
- 地質調査範圍와 岩石試料採取方法
- 透水성과 水文地質學的인 問題
- 計劃配置와 空間規制와 許容限界問題
- 適切한 試驗方法의 適用
- 岩石補強方法을 包含하는 詳細한 土木技術上의 設計
- 備蓄施設의 適合성과 支援問題
- 妥當性 調査
- 機械와 電氣關係施設의 詳細設計
- 터널工法과 그 裝備
- 岩石力學
- 岩石補強方法과 그 施工法
- 各種 地下備蓄施設의 實地的인 岩石 爆破作業 經驗
- 施設物의 施工順序와 그 統制
- 工事管理方法
- 施設物의 試驗方法과 運用
- 施工指針과 節次
- 日當的인 維持管理
- 瑞典과 諾威兩國의 地下 油類備蓄施設物規則
- 事業受注販賣上의 討議와 그 節次

※ 「노우하우」範圍의 限定標準

「노우하우」는 靑寫眞, 型板, 標本과 같은 有形物과 秘密公式, 秘密情報, 人的技能과 같은 無形物의 兩者를 包含한다, 따라서 契約에 따라서, 讓渡될 노우하우의 範圍를 明確히 하기를 바람직하다. 普通, 노우하우를 構成하는 項目의 詳細한 리스트는 다음과 같다.

- (1) 特許를 받지 않고 있는 Trade Secret 와 秘密情報
- (2) 特許出願
- (3) 試驗記錄, 報告書
- (4) 商業開發報告書
- (5) 엔지니어링 開發報告
- (6) pilot plant의 設計와 操作示方書
- (7) 設備디자인과 設置指示書
- (8) 素材原料의 示方書
- (9) 品質管理方法과 基準
- (10) 原價 利益分析

- (11) 市場調査分析
- (12) 販賣促進方法과 材料
- (13) 標札(Label), 宣傳弘報印刷物 展示會出展
- (14) Converter, Distributor, 消費者顧客의 리스트
- (15) 靑寫眞·圖面, 寫眞
- (16) Model, 鑄型, 型板, 道具, 部品, 이의 價格
- (17) 相互間에 合意된 其他事項

2. Purpose of the Agreement

The purpose of the Agreement is that the parties in close cooperation with each other shall within the Territory.

- a) market the know-how and other services relating to the Products which the Rock-Tank Group can provide, and.
- b) procure contracts for the design construction installation and maintenance of the Products.

These contracts may be on a turnkey basis including engineering, construction and installation. Other contracting forms are also covered by this Agreement, as step-by-step contracting of engineering, construction and installation or contracting of software and consulting services only: layouts, engineering, construction management, and geotechnical services.

Contracts can be procured either for the joint account of the parties or for the account of the Local Partner only, in which latter case it is assumed that the RockTank Group will render services to the Local Partner in respect of the design, construction, installation or maintenance of the Product covered by the contract in question.

The parties shall enter into a Special Agreement (which shall specify the terms of their cooperation in respect of a specific project) before a tender for the Project in

question is handed in to the prospective customer. Whenever appropriate or feasible, tenders and contracts shall be signed in the name of the RockTank () Group.

Possible cooperation in projects outside the Territory shall be discussed from case.

2. 合意書의 目的

本合意書의 目的은 相互間에 限定된 地域內에서 相對方과 서로 緊密하게 協力하는데 있다.

- a) Rock Tank Group 社가 提供할 수 있는 市場開拓上의 노우하우와 이와 關聯된 施設物에 關한 다른 技術的인 서어비스
- b) 施設物의 設計, 施工, 設置와 維持補修等에 關한 契約業務.

如斯한 契約은 大略 엔지니어링, 施工및 設置를 包含하는 턴키 方式으로 될 것이다.

이 合意書는 亦是 다른 契約方式의 內容도 網羅하게 되는 것이고, 即 段階的인 엔지니어링, 施工및 設置와 같은 順次的인 業務 或은 情報處理業務, 技術諮問서어비스와 같은 것과 配置計劃 엔지니어링, 工事監理와 應用地質學上의 서어비스等과 같은 것도 網羅되는 것이다.

事業受注契約은 兩當事者의 合同計座거나 或은 現地當事者만의 計座로서 調達될 수가 있고 後者의 경우에는 Rock Tank Group 社가 現地當事者에게 懸案件의 受注契約書에 網羅된 施設物의 設計, 施工, 設置 或은 그 維持補修에 對한 役務提供을 하는 것으로 假定한다.

兩當事者가 特別合意書(別途로 特殊事業에 關聯된 協力上의 條項을 明文化하는 것)와 같은 것은 懸案事業入札前에 合意된 것을 豫想되는 發注者에게 提出한다.

適切히 妥當할 경우 入札이나 契約은 Rock Tank Group 社 名義로 署名되는 것으로 한다.

契約上의 地域外에서의 可能한 事業協力은 個別로 討議하는 것으로 한다.

3. Exclusivity

None of the parties may without written consent of the other party during the life of the Agreement cooperate with other companies

within the Territory in respect of underground oil storage or render services to a customer for any project in respect of such oil storage (even if the customer may have prepared the layout himself).

3. 特約權

兩當事者는 合意書의 有効期間中 該當國內에서 他社와 油類貯藏施設에 關한 어떤 事業의 發注者를 爲해 書面 同意 없이 地下備蓄에 關한 役務提供을 할 수 없다. (發注者가 如斯한 施設의 配置計劃을 自體가 遂行할 경우에도).

4. Name

The marketing in the Territory shall be carried out under the name of the RockTank () Group. The Product(s) shall be marketed under the name of Rock Tank(s) for which a trademark application for has been handed in by ABV on behalf of the RockTank Group.

4. 名 義

事業地域內에서의 受注活動은 Rock tank group社 名義로 遂行되어야 한다. 施設工事受注는 Rock tank group社 一員인 ABV社 代行으로 商標權行使하여 Rock Tank Group 名義로 市場開拓이 되어야 한다.

5. Scope of services to be supplied by the Rock Tank Group

subject to the terms of the Special Agreements referred to in Section 2 above the Rock Tank Group shall render any or all of the following services in respect of the projects relating to the Product which the Local Partner or the Rock Tank () Group may be awarded within the Territory:

- geological and hydrological studies
- logistic studies
- feasibility studies
- advance projects
- planning and layouts

- detailed civil, mechanical and electrical design
- rock-reinforcement design
- work planning
- construction management
- installation management and control
- testing and running in
- operation instructions and procedures
- maintenance routines.

It is the intention that the Local Partner will participate to a suitable extent in the activities referred to above and thereby gradually acquiring more and more of the Know-how. The participation of the RockTank Group in the contracts will therefore probably gradually decrease.

5. Rock Tank Group社에 依해 提供되는 役務範圍

§ 2에 添付된 特別合意書의 條項에 따라서 Rock Tank Group社는 現地當事者나 或은 Rock Tank Group社가 事業地域內에서 取得하게 될 事業에 關聯된 다음 事項의 어떤 役務도 提供하게 될 것이다.

- 地質學과 水文學上의 檢討
- 支援業務檢討
- 妥當性檢討
- 事前檢討
- 施設計劃과 配置計劃
- 土木, 機械, 電氣工事의 細部設計
- 岩盤의 補強設計
- 施工計劃
- 工事管理
- 設備工事管理와 統制
- 試驗과 試運用(備蓄施設의)
- 運用教範과 그 節次
- 日常維持管理

現地當事者는 前述한 諸般事項活動에 그 適應度에 順應해서 參考하도록 하고, 그리하여 漸進的으로 “노우하우”를 習得하기를 바란다. 事業契約上 Rock tank group社의 寄與度는 漸次로 減少케 될 것으로 내다본다.

6. Training and Trade Secrets

After the signing of this Agreement, the RockTank Group shall, to the extent it deems appropriate and feasible, receive at its members' offices and worksites for training such personnel of the Local Partner as will be engaged in the marketing and sales of the Products. Before such visits take place the parties shall have agreed upon their duration (normally a couple of weeks) and the training programmes which shall deal with the marketing, sale, design, function, construction and maintenance of the Products as well as the prospecting methods. The training programme may be repeated and updated from time to time. The RockTank Group shall bear their own costs for

- salaries and all social and similar costs for their own personnel, domestic travelling costs and allowances for their own personnel
- costs for educational material such as memoranda, drawing etc. The Local Partner shall bear the costs for
- salaries and all social costs for his personnel
- travelling costs and allowances for his own personnel.

The Local Partner shall not, even after the expiration of the Agreement, disclose, use or communicate to third parties any trade secrets which have come to his knowledge in one way or the other through his work with the RockTank Group. He shall return to the RockTank Group immediately on the expiration of the Agreement all documents, drawings, specifications etc. which have been obtained from the RockTank Group.

The Local Partner shall inform the RockTank Group of all acts of unfair competition and of all infringement of patents and similar rights of the RockTank Group or any of its members which come to his notice. The Local

Partner shall assist the RockTank Group to the best of his ability in all actions against such acts and infringements which the RockTank Group may decide to initiate.

The costs of such actions shall be borne by the RockTank Group, which shall be entitled to keep all damages and costs awarded.

6. 教育訓練과 去來상의 機密

本合意書에 署名後 Rock Tank Group 社는 合同事務室에 入駐하고 또한 現地當事者の 技術要員을 事業受注와 推進活動에 從事케 할 訓練場所의 提供等 適切히 充當하는데까지 하는 것으로 한다. 如斯한 教育訓練에 臨하기前에 兩當事者는 教育期間(普通은 2 週間)과 教科課程은 事業受注, 活動, 販賣促進, 設計, 技術發揮, 開發될 新工法과 同等한 施設物의 施工과 補修等을 取扱할 수 있도록 合意가 이루어져야 한다. 이러한 教科課程은 反覆될 것이나 隨時로 現實的 要請에 따추어 나갈것이다. Rock Tank Group 社는 自體人員의 人件費나 모든 社會福祉費나 其他 類似費用, 國內旅費와 諸手當 그리고 노트圖面과 같은 教材用具費等을 負擔한다.

現地當事者는 契約期間을 滿了했을지라도 Rock Tank Group 社와의 協同事業에서 取得한 技術情報를 第三者에게 一方的 或은 其他 方法으로 公開하거나 使用或은 漏泄해서는 안된다.

現社當事者는 契約滿了直後 모든 技術資料, 圖面, 示方書等 Rock Tank Group 社에서 獲得한 것은 即刻返還토록 해야 한다.

現地當事者는 不當한 入札競爭行爲, 特許權의 모든 侵害行爲, 이것과 類似한 Rock Tank Group 이나 그 멤버 會社의 權利使用에 關하여 Rock Tank Group 社에 通知를 하여야 한다. 如斯한 行爲에서 發生하는 費用은 Rock Tank Group 社에 依해 負擔되며, 이것은 裁定되는 모든 損害와 費用을 留保할 權利가 있다.

7. Sales Promotion and Marketing Procedure

The Local Partner shall make his best efforts actively to promote the sale of the

Products within the Territory and engages himself for this purpose to carry out at his own expense adequate sales promotion activities, exhibitions and demonstrations.

The RockTank Group will supply the Local Partner, free of charge, with English versions of its brochures, reference lists and other publicity material and, if available and practicable, suitable printing blocks. All costs for making prints specially adapted for the Territory and distribution of same are to be borne by the Local Partner, as well as the costs of any advertising or other publicity, participation in fairs and exhibitions etc.

The Local Partner shall keep the RockTank Group currently informed on market prospects, contacts made, marketing performed and the result of same.

The RockTank Group undertakes, at its own expense and to the extent it deems appropriate and feasible, to assist the Local Partner in its sales activities by receiving clients at any of the members' offices in Sweden/Norway or at their reference worksites (if not of a classified nature). Costs for sending experts from the RockTank Group to the Territory shall be shared between the Local Partner and the RockTank Group.

Further, the RockTank Group undertakes to assist the Local Partner in drawing up advance plans or sketch layouts for such projects, where deemed suitable. Geological field studies, irrespective of whether these are of an ocular nature or performed by employing seismics and drilling, shall be carried out in collaboration between the Local Partner and the RockTank Group.

7. 販賣促進과 市場確保節次

現地當事者は 該當事業地域内에서 最善을 다하여 受注促進活動을 하며 自己 費用으로 이러한 受注促進을 위한 展示會나 示範行事와 같은

것은 하는 것으로 한다.

Rock Tank Group 社は 現地當事者에게 無料로 英文版冊子, 參考書目錄과 其他發刊物이나 그리고 可能하면 油印物(實用上의)等を 供給 한다 該當事業地域内에서 特別히 發刊되는 印刷物과 그 配布費用 一切은 勿論 宣傳 其他 弘報活動, 見本市의 參加와 展示會 參加費用等은 現地當事者의 負擔으로 되는 것이다.

現地當事者は 通常的으로 市場性的의 展望 發注先과의 接觸, 確立된 市場과 그 結果에 關한 것을 Rock Tank Group 社에 報告하여야 한다.

Rock Tank Group 社は 現地當事者의 瑞典, 諾威兩國의 R.G 會員社의 事務室에서 顧客을 接待 하면서 販賣受注活動이나 或은 關聯된 工事場(格別히 밝힐 性格이 아닐것 같으면)에서나 活動하는데 助力하는 것을 適切히 그의 費用으로 負擔할 것이다.

Rock Tank Group 社가 派韓되는 技術要員의 費用은 現地當事者와 R.G 地間에 分擔하게 될 것이다.

加一層하기를 Rock Tank Group 社は 現地當事者가 受注에 適合한 事業이라 判斷되는 如斯한 事業의 事前計劃作成이나 或은 概略的인 配置計劃과 같은 일을 助力하기를 保證한다.

地質學 部門의 檢討나 雇傭人力에 依한 強性波 調査 및 鑿孔 調査나 視覺上 性格으로 判斷되는 것等 이와 無關한 것도 現地當事者와 Rock Tank Group 社間의 合同으로 遂行되어야 하는 것이다.

8. Liaison

The Local Partner shall appoint one of his employees to act in a liaison capacity and report to the RockTank Group. He shall meet personally at least once a year with the Management committee of the RockTank Group. The Local Partner shall bear his travelling and other costs in connection with such meetings.

8. 連絡業務

現地當事者は 그의 雇傭人力中에서 一人을 指名하여 Rock Tank Group 社에 連絡과 報告業務를 하게 한다. 指名된 그者는 一年에 最少 一回

程度 Rock Tank Group 社의 經營陳과 個別的으로 面談케 하여야 한다. 現地當事者는 이에 必要한 施費 其他 一切費用을 負擔하기로 한다.

9. Budgets and marketing plans

The parties shall jointly draw up annual budgets and marketing plans for the Territory to be approved by the parties' boards. The budget and plan for 1976, attached here to as Appendix 2, shall be deemed to have been adopted.

Before December 1, of each year, the parties shall jointly evaluate the result of the activities during the current year and determine the scope of work and the budget for the next year. The budget and plan thus agreed to shall be signed by a duly authorized representative for each party.

9. 企業豫算과 市場活動企劃

兩當事者는 合同으로 年間豫算을 編成케 하며 兩當事者 重役會에서 承認하게 될 市場活動企劃도 作成케 한다. 別添附錄 一2와 같이 19百某年度の 企業豫算과 市場活動企劃은 採擇될 것이라 한다.

毎年 十二月一日 以前에, 兩當事者는 合同으로 該當事業年度中の 企業活動을 評價해야 하고, 事業의 範圍를 決定하여 翌年度の 豫算을 確定짓는다. 이 豫算과 事業企劃은 雙方이 合意된 것으로 兩當事者의 權限이 付與된 代表者間에 署名되어야 한다.

10. Cost allocation

Cost for activities according to this Agreement shall be borne by the parties as specified in Appendix 3.

The parties shall make their best efforts to induce the customer in question to pay for the services set out in the last paragraph of section 7, but otherwise the costs of the RockTank Group for such services shall be shared between the Local partner and the

Rock Tank Group, as detailed in column II of Appendix 3, Such costs shall be invoiced quarterly to the Local Partner and paid within 45 days.

Salary costs for marketing and technical personnel of the RockTank Group shall be charged at % of the actual monthly salary per hour during the relevant period. This rate includes social costs, salary taxes and employer's charges and office costs and shall be subject to reasonable adjustments only if the social costs, the salary taxes and employer's charges in Sweden and Norway are substantially changed. External costs shall be charged with the net amount incurred.

10. 費用分割

本合意書에 따른 活動費用은 別添附錄一3과 같이 兩當事者가 負擔하게 될 것이다. 兩當事者는 最善의 努力으로 顧客으로 하여금 §7의 마지막 節에서 表示한 바의 役務에 關心을 기우리도록 하여야 하나 이러한 경우 如斯한 役務를 위한 Rock Tank Group 社의 費用은 別添附錄 3의 II項에서 明記한 바와 같이 現地當事者와 Rouk Tank Group 社間에 分擔될 것이다. 如斯한 費用은 每四分期마다 現地當事者에게 請求書가 送達되는 동시에 45日以內에 支拂되어야 한다

Rock Tank Group 社 技術要員의 受注活動上의 俸給은 關聯期間中 月俸給實費의 時間當費用의 %率로 支拂된다.

이 料率은 社會福祉費, 俸給에 對한 稅額, 雇傭者 賦課金等이 實地로 變更될 경우는 合理的으로 調整되는 條件으로 이루어지는 것이다.

外部經費는 받게될 純額數에 賦課될 것이다.

11. Down payment and royalty

The Local Partner shall in addition to the compensation and charges specified elsewhere in this Agreement pay the following compensation to the RockTank Group for the Know-how to be disclosed hereunder:

A. At the signing of this Agreement an amount

of Sw. Crs. (Swedish Crowns). This amount constitutes compensation for the initial expenses incurred or to be incurred by the Rock-Tank Group before the first contract with a customer is signed.

The RockTank Group shall not be obliged to repay this amount, even if no contract is concluded.

B.A fee of % of all sums received by the Local Partner for all and any services or work, rendered and/or deliveries made by it during the life time of the Agreement in connection with any project or work relating to underground oil storage plants. Payment of this fee shall be made within 45 days after the respective sum has been received by the Local Partner.

11. 着手金과 技術料

現地當事者は 이 合意書上의 어니 條項의 補償金이나 賦課金에 添加해서 이곳에 公開될 노우하우에 關한 Rock Tank Group 社의 다음과 같은 補償金を 支拂한다.

A. 本合意書의 署名과 同時에 Sw Crs 整額. 이 額數는 받게될 初期經費로서 補償金或은 發注處와 첫째 契約締結以前에 Rock Tank Group 社가 受領하게 될 金額인 것이다. Rock Tank Group 社는 이 額數가 契約이 萬一 成立되지 않드래도 還拂되는 일이 없다.

B. 技術料 는 契約期間 發効中 地下備蓄施設에 關聯되거나 或은 其他 어느 事業에 關聯되거나 간에 現地發注處에 役務提供 및 技術讓渡에 依해서 受領케 될 總額의 %로 한다.

이 額數의 支拂은 現地當事者가 發注處로부터 關聯된 各 額數가 受領된 뒤 45日以內에 이루어져야 한다.

12. Currency and taxes

Unless otherwise agreed all compensation payable to the RockTank Group shall be made in Sw. Crs. in Stockholm. If the basis for the compensation is an amount expressed in anot-

her currency than Swedish crowns this amount shall be converted into Swedish crowns in accordance with the rate of exchange applied by Skandinaviska Enskilda Banken in Stockholm at 12 oclock on the due date of payment. In the event payment is delayed the Rock Tank Group shall have the option to determine that the conversion shall be made in accordance with the rate of exchange applicable on the date when payment is made.

Upon payment of the Know-how fee as per section 11, the Local Partner shall make the deduction of the taxes to be levied or imposed by the tax authorities from the payable amounts, and shall send to Rock Tank Group the official certificate of the taxation office evidencing such tax payments.

12. 換과 稅額

Rock tank group 社에 對한 要支拂金額 全額은 別途로 換에 關한 事項에 對해서 合意된 바가 없다 할지라도 瑞典國 Stockholm 市에서 Sw. Crs 로 支拂되어야 한다.

萬一 이 支拂金額이 Sw. crs 이 아닌 다른 貨幣로 되었을 경우에는 이 額數는 要支拂日十二時正刻, Stockholm 市所在 Skandinaviska Enskilda Banken 의 銀行交換率에 따라 Sw. Crs 로 換金되어야 한다. Rock Tank Group 社에 對한 支拂遲延때에는 그 換率은 支拂時의 適用換率에 따라 換金을 決定할 選擇權(Option)을 갖게 된다

§ 11. 에 따르는 노우—하우 支拂時 現地當事者는 要支拂額에서 稅務署當국이 賦課 或은 徵收하게 될 稅額만큼 減額하여야 한다. 그리고 Rock Tank Group 社에 稅務署가 發行한 稅金 支拂證 憑書를 送付하여야 한다.

13. Force majeure

If on account of force majeure, performance of an obligation is hindered, impeded or delayed, each party shall be exonerated from all responsibility, and reserves to itself the right either to postpone the delivery beyond the time

agreed upon or-if the duration of the circumstances constituting force majeure exceeds twelve months-wholly or partly to cancel the Agreement by giving one month's notice in writing.

Among the circumstances constituting force majeure shall be considered labour disputes, war, blockade, political disturbances, preparations for national defence, traffic disturbances, state requisitions, export licence failing, fire, natural causes, and any other circumstances of whatever nature which are beyond the party's control, and which in any way affect the ability of the party to fulfil its obligations.

13. 不可抗力

不可抗力에 따라 責任遂行障害, 阻止 或은 遲延되는 일, 雙方的 各 當事者는 모든 것이 責任不問이고 合意된 時日보다 遲延되어 供給할 權利도 留保되고 或은 不可抗力의인 周圍事情 때문에 十二個月을 超過할 경우에는 全體 或은 合意書一部分의 取消는 一個月前通告로서 된다.

不可抗力은 그 周圍事情上 勞使紛爭, 戰爭, 封鎖, 政治混亂, 國防態勢上的 準備, 交通混亂, 國家의 徵發, 輸出免狀의 失効, 火災, 自然災難 그리고 各當事者 自身이 統制키 困難한 性格과 같은 일에 생기는 周圍事情等を 考慮한다.

14. Premature termination and Indemnity

A. Each party shall have the right immediately to terminate this Agreement if the other party should violate any of the terms of this Agreement and should fail to discontinue or to make good such violation within two months after receipt of notice in writing from the complaining party, specifying the violation.

B. Each party shall have the right to terminate this Agreement by giving 6 months' notice in writing if no contract has been concluded during the first 5 (five) years of the Agreement or during 5 (five) years after

the last contract was concluded.

C. The RockTank Group may terminate this Agreement by giving one month's notice in writing

a) If the Local Partner has failed for any reason to transfer to the RockTank Group the balances in its favor within 6 (six) months after the last due date,

b) If the Local Partner should voluntarily or otherwise enter into liquidation or bankruptcy, or have a receiver or trustee appointed to administer its property or affairs, or is found to be insolvent.

D. The Local Partner shall have the right to terminate this Agreement by giving one month's notice in writing if more than one member of the Rock Tank Group should voluntarily or otherwise enter into liquidation or bankruptcy or have a receiver or trustee appointed to administer its property or affairs, or is found to be insolvent.

E. All notices of termination shall be sent by registered mail.

F. The Local Partner shall, in the event of expiration, not be entitled to any compensation for goodwill created during the term of the Agreement, or for any other cause.

14. 早期破約과 損害賠償

A. 各當事者는 萬一 本合意書上의 어떤 條項을 第三者가 侵害할 것 같으면 即刻 本合意書を 破約할 權利가 있으며 또한 侵害中止에 失敗하거나 或은 不平을 提起하는 側에는 侵害事由를 밝히므로서 書面抗議通告受領後 二個月以內에 如斯한 侵害를 잘 막는데 失敗한 경우이다.

B. 兩 當事者는 本合意書締結後 向後 5年間 어떤 事業契約實績이 없었거나 或은 첫번째 事業受注契約 締結後 5年間 아무實績도 없을 것 같으면 書面으로 6個月間의 猶豫를 주면서 本契約의 破棄를 할 權利가 있다.

C. Rock Tank Group 社는 다음 狀況일때 書面

으로 一箇月間의 通告로서 本契約을 終結지울 수 있다.

(a) 萬一 現地 當事者가 最終 마감 支拂日 經過 6個月以內에도 殘額送金不履行에 對하여 Rock Tank Group社에 그 解明에 失敗했을 경우

(b) 萬一 現地 當事者가 自意거나 或은 달리 會社整理, 破産, 會社引受者나 受託者가 財産管理人을 갖게 하거나 或은 破産者로 烙印이 찍히는 경우

D. 現地 當事者는 Rock Tank Group社의 一箇社 以上이 萬一에 自意거나 或은 달리 會社整理, 破産, 會社引受者나 受託者가 財産管理人을 갖게 하거나 或은 破産者로 烙印이 찍히는 경우 書面으로 一箇月間 通告로서 本契約이 破約케 될 權利가 있다.

E. 모든 破約通告는 登記郵便으로 送附된다.

F. 現地 當事者는 契約完了되었을지라도 契約期間中 或은 어떤 다른 要因일때도 福祉手當은 받을 수가 없다.

15. Assignment etc.

Should one of the members of the RockTank Group enter into liquidation or bankruptcy or have a receiver or trustee appointed to administer its property or affairs or is found to be insolvent, he shall be excluded from the RockTank Group. In such a case, the two remaining members of the RockTank Group shall solely remain responsible for the due performance of RockTank Group's obligations under this Agreement and under other Agreements concluded in connection therewith.

None of the parties shall have the right to assign this Agreement without the written consent of the other party.

15. 業務承繼

萬一 Rock tank group 會社中의 한 會社가 會社整理 或은 破産하게 되어 그 清算人 或은 受託者가 그 財産管理와 그 業務上의 管理者를 任命하게 되어 破産者로 烙印찍혔을 경우에 그 會

社는 Rock Tank Group社에서 除外되는 것이다. 如斯한 경우 Rock Tank Group社의 殘餘 二個會員社는 이 契約書上 或은 다른 契約書에 關聯되어 結論지어진 것은 Rock Tank Group社 義務遂行에 全的으로 責任을 진다.

16. Notices

All notices, requests, demands and other communications shall be in writing(including telex, telegram or cable) and shall be deemed to have been duly served or delivered if sent by air mail post in a prepaid envelope addressed as follows:

If to the Rock Tank Group, to

Rock Tank Group

Fack

S-102 20 STOCKHOLM, Sweden

If to the Local Partner, to

or to such other address as either party may specify from time to time in writing to the other.

16. 通 告

모든 通知, 請求, 要求와 其他의 書信往來等은 (TLX, 電報, 電信包含) 書面이어야 하고 다음 住所로 料金支拂된 航空郵便으로 送付될 때 正確히 送達되지 않으면 안된다.

Rock Tank Group社의 住所:

現地當事者의 住所:

或은 兩當事者는 隨時로 別途住所가 있을 경우 通知하여야 한다.

17. Applicable law and arbitration

This Agreement shall be governed by Swedish Law.

All disputes arising in connection with this Agreement shall be finally settled in Paris under the rules of conciliation and arbitration of the International Chamber of commerce by one or more arbitrators appointed in accordance with the rules.

17. 準據法과 仲裁

이 契約書는 瑞典法의 適用을 받는다.
이 契約과 關聯되는 모든 紛爭은 規定에 따라 指名된 一人 或은 그 以上の 仲裁者에 依해서 巴里所在 國際產業會議所의 和解와 仲裁로서 最終 中裁된다.

18. Period of validity

This Agreement will come into effect as of the date of approval by the Government after being duly signed by the parties here to and will remain in force up to and including Unless a notice of termination has been received at least six months prior to the end of the contractual period it will automatically be prolonged by two years each time.

18. 有効期間

이 契約書는 相互署名後 政府承認日로서 發効 된다. 그리고 (事項)과 함께 現時製에서 有効하
註記

- 1) 本文 編輯關係로 다음號에서 完稿됩니다.
- 2) §.4,5의 合作契約의 체크리스트는 더 詳細하게 되어 있는 것이나 紙面關係로 因해 체크리스트의 項目 줄거리만 적게된 것임을 讀者 여러분께서는 諒解하여 주시기 바랍니다.

계 된다.

契約滿了日 最小 六個月以前에 契約期間滿了 通知가 없는 限 自動적으로 本契約은 每二年마다 延長된다.

19. Language

The formal language of this Agreement shall be English.

This Agreement has been signed in four copies, each company having received one duly signed copy.

For the ROCK TANK GROUP
for the LOCAL PARTNER

19. 用 語

이 契約書의 公式用語는 英語를 쓴다. 이 契約書는 4通에 署名하여 各社가 一部式 署名된 것을 갖는다.

署名	署名
Rock Tank Group 社	現地當事者

생활 속 에 심 은 과 학
변 영 으 로 피 어 난 다