**ตัวอย่างข้อสัญญาเกี่ยวกับสิทธิในทรัพย์สินทางปัญญา
ฉบับภาษาอังกฤษ**

Annex I

**1. Acknowledgement of Ownership of Intellectual Property Rights**

**Option 1 In General**

 “[Party B] acknowledges that [Party A] is the owner and has exclusive rights in and to all [intellectual property rights or specify types of intellectual property *e.g. copyright, patent, trademark and trade secret*] [registration certificates] and [applications] of [Party A] [that are used or relate to the goods and products that [Party B][specify scope of license that Party B is allowed *e.g. use, produce, sell*, *distribute, have in the possession for sale, offer for sale, import, export or marketing*]]. [Party B] shall not claim or represent ownership and rights in and to the said [intellectual property rights or specify types of intellectual property]. [Party B] shall not apply an application for registration or seek protection of [intellectual property rights or specify types of intellectual property] by any other means without a prior written consent from [Party A].”

**Option 2 In the case of allowing counterparts to filing for trademark registration in the territory on behalf Thai exporter/entrepreneur.**

 “[Party B] acknowledges and agrees that [Party A] is the owner and has the rights in and to [trademark/service mark/collective mark, logos and trade names] that used with the goods and products. [Party B] agrees to [register/assist Party A to register] trademark/service mark/collective mark, logos and trade names in the territory of [specify country] in accordance with the applicable laws, on behalf and in the name of [Party A], with the authorities concerned.”

**2. Scope and Licensing of Intellectual Property Rights**

**Option 1 In the case of allowing foreign counterparts to make use of intellectual property rights as prescribed in the Agreement/Contract**

 “[Party A] agrees to grant to [Party B] a [sole] license to use [intellectual property rights or specify types of intellectual property] as specified in this [Agreement/Contract] within the territory of [specify country]. Any acts other than those specified in this [Agreement/Contract] shall not be taken without a prior written consent and authorization, and undertaking actions prescribed by the laws of [specify country].”

**Option 2 In the case that Parties have agreed to specify scope of license that allowed.**

 “[Party A] agrees to grant to [Party B] a [sole] license to use [intellectual property rights or specify types of intellectual property] for the purpose of [specify scope of license that Party B is allowed *e.g. use, produce, sell*, *distribute, have in the possession for sale, offer for sale, import, export or marketing*] according to the objectives of this [Agreement/Contract] and within the territory of [specify country] only. Any acts other than those specified in this [Agreement/Contract] shall not be taken without a prior written consent and authorization and undertaking actions prescribed by the laws of [specify country].”

**3. Duties not to Impair Intellectual Property Rights**

 “[Party B] agrees at all time not to do or cause to be done by any act or thing, directly, indirectly, or in any way as may damage, impair, cause to impair, tarnish reputation, or have a detrimental effect on the validity, entitlement, rights, ownership, or integrity, of [intellectual property rights or specify types of intellectual property *e.g. copyright patent, trademark and trade secret*] of [Party A].”

**4. Intellectual Property Infringement in foreign countries**

 “If [Party B] knows or has a reason to know that any and all infringements, illegal or unauthorized act, or any act or thing, directly, indirectly, or in any way as may damage, impair, cause to impair, tarnish reputation, or have a detrimental effect on the validity, entitlement, rights, ownership, or integrity of [intellectual property rights or specify types of intellectual property] occurs, [Party B] agrees to promptly notify [Party A].”

**5. Trade Secret**

 “[Party B] acknowledges that [Party A] is the owner of all trade secret and confidential information that explicitly marked “confidential” or other marks that have similar meaning and that [Party A] disclosed or may disclose to [Party B].

 [Party B] agrees to strictly keep the trade secret and confidential information that disclosed under this [Agreement/Contract] confidential and not to disclose or allow other persons representing [Party B] to disclose the trade secret and confidential information either wholly or partly, directly or indirectly, and either within the term or after expiration or termination of this [Agreement/Contract].

 [Party B] agrees not to allow any persons except [distributor, company or person] authorized by [Party A] to have access or use the trade secret and confidential information and shall use the information for the purpose as specify under this [Agreement/Contract] and within the term of this [Agreement/Contract].

 [Party B] agrees not to make any copy of the trade secret and confidential information either wholly or partly unless it is a copy for the purpose of using the information as specified in this [Agreement/Contract] and shall not reverse engineer or decrypt the confidential information, prototypes, or anything else containing confidential information.

 Upon the expiration of the term or termination of this [Agreement/Contract] or receiving a request from [Party A], [Party B] agrees to return all the trade secret and confidential information to [Party A] or to destroy or delete all copied information, which was recorded in any form in the possession of or accessible by [Party B], by any means as requested by [Party A] and shall not make any copies in documents or any other electronic forms”

**ตัวอย่างข้อสัญญาเกี่ยวกับการระงับข้อพิพาททางเลือก (Alternative Dispute Resolution: ADR)
ฉบับภาษาอังกฤษ**

Annex II

**1. Mediation and Conciliation Clause**

 “Any dispute, controversy or claim arising under, out of or relating to this [Agreement/Contract] and any subsequent amendments of this [Agreement/Contract], including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the [mediation rules or regulations of mediation center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for mediation. The dispute shall be settled by [specify mediation center or association that the Parties would like to settle the dispute]. The place of mediation shall be [specify place/country]. The language to be used in the mediation shall be [specify language].”

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| **Example of Mediation Center or Association** | **Mediation Rules or Regulations** |
| The Department of Intellectual Property Thailand | the Ministerial Regulation on Conciliation Related to IP B.E. 2545 |
| Thailand Arbitration Center  | Thailand Arbitration Center Rules on Mediation B.E. 2557  |
| World Intellectual Property Organization | WIPO Mediation Rules |

**2. Arbitration Clause**

 “Any dispute, controversy or claim arising under, out of or relating to this [Agreement/Contract] and any subsequent amendments of this [Agreement/Contract], including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with [arbitration rules or regulations of arbitration center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for arbitration. The dispute shall be settled by [specify arbitration center or association that the Parties would like to settle the dispute]. The arbitral tribunal shall consist of [specify *a sole arbitrator/three arbitrators*]. The place of arbitration shall be [specify place/country]. The language to be used in the arbitral proceedings shall be [specify language]. The dispute, controversy or claim shall be decided in accordance with the law of [specify country]. Judgment may be entered on the arbitrator's award in any court having jurisdiction.”

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| **Example of Arbitration Center or Association** | **Mediation Rules or Regulations** |
| The Department of Intellectual Property Thailand | the Ministerial Regulation on Arbitration Related to IP B.E. 2545 (2002) |
| Thailand Arbitration Center  | Thailand Arbitration Center Rules on Arbitration B.E. 2558  |
| World Intellectual Property Organization | WIPO Arbitration Rules |

**3. Hybrid ADR Processes**

**Option 1 Mediation follow by Arbitration Clause in the Absence of a Settlement within the Specified Period of Time**

 “Any dispute, controversy or claim arising under, out of or relating to this [Agreement/Contract] and any subsequent amendments of this [Agreement/Contract], including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the [mediation rules or regulations of mediation center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for mediation. The dispute shall be settled by [specify mediation center or association that the Parties would like to settle the dispute]. The place of mediation shall be [specify place/country]. The language to be used in the mediation shall be [specify language].

 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within [specify period of time *e.g. 60 or 90 days*] days of the commencement of the mediation, the dispute, controversy or claim shall, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration. Alternatively, before the expiration of the said period, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a request for arbitration by the other party, be referred to and finally determined by arbitration in accordance with the [arbitration rules or regulations of arbitration center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for arbitration. The dispute shall be settled by [specify arbitration center or association that the Parties would like to settle the dispute]. The arbitral tribunal shall consist of [specify *a sole arbitrator/three arbitrators*]. The place of arbitration shall be [specify place/country]. The language to be used in the arbitral proceedings shall be [specify language]. The dispute, controversy or claim shall be decided in accordance with the law of [specify country]. Judgment may be entered on the arbitrator's award in any court having jurisdiction.”

**Option 2** **Mediation follow by Arbitration Clause in the Absence of a Settlement with No Specific Period of Time**

 “Any dispute, controversy or claim arising under, out of or relating to this [Agreement/Contract] and any subsequent amendments of this [Agreement/Contract], including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the [mediation rules or regulations of mediation center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for mediation. The dispute shall be settled by [specify mediation center or association that the Parties would like to settle the dispute] before resorting to arbitration. Thereafter, any unresolved dispute, controversy, or claim shall be referred to and finally determined by arbitration in accordance with [arbitration rules or regulations of arbitration center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for arbitration. The dispute shall be settled by [specify arbitration center or association that the Parties would like to settle the dispute]. The arbitral tribunal shall consist of [specify *a sole arbitrator/three arbitrators*].

 To carry out the [preceding paragraph/Article ….], the place of the proceeding shall be [specify place/country] and the language to be used in the proceedings shall be [specify language]. The dispute, controversy or claim shall be decided in accordance with the law of [specify country]. Judgment may be entered on the arbitrator's award in any court having jurisdiction.”

**Option 3 Mediation Followed by Court Litigation Clause in the Absence of a Settlement within the Specified Period of Time**

 “Any dispute, controversy or claim arising under, out of or relating to this [Agreement/Contract] and any subsequent amendments of this [Agreement/Contract], including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the [mediation rules or regulations of mediation center or association that the Parties would like to settle the dispute] enforced at the time that the dispute, controversy, or claim is submitted for mediation. The dispute shall be settled by [specify mediation center or association that the Parties would like to settle the dispute]. The place of mediation shall be [specify place/country]. The language to be used in the mediation shall be [specify language].

 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within [specify period of time *e.g. 60 or 90 days*] days of the commencement of the mediation or before the expiration of the said period, either party fails to participate or to continue to participate in the mediation, the courts of [specify country] shall have exclusive jurisdiction over the dispute, controversy or claim. The dispute, controversy or claim shall be decided in accordance with the law of [specify country].”

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| **Example of Center or Association** | **Rules or Regulations** |
| **Mediation** |
| The Department of Intellectual Property Thailand | the Ministerial Regulation on Conciliation Related to IP B.E. 2545 |
| Thailand Arbitration Center  | Thailand Arbitration Center Rules on Mediation B.E. 2557  |
| World Intellectual Property Organization | WIPO Mediation Rules |
| **Arbitration** |
| The Department of Intellectual Property Thailand | the Ministerial Regulation on Arbitration Related to IP B.E. 2545 (2002) |
| Thailand Arbitration Center  | Thailand Arbitration Center Rules on Arbitration B.E. 2558  |
| World Intellectual Property Organization | WIPO Arbitration Rules |

กองพัฒนาความร่วมมือทรัพย์สินทางปัญญา

กลุ่มพัฒนาความร่วมมือพหุภาคี

24 ก.พ. 65

**บรรณานุกรม**

 ข้อบังคับกระทรวงพาณิชย์ว่าด้วยอนุญาโตตุลาการด้านทรัพย์สินทางปัญญา ลงวันที่ 11 กรกฎาคม 2545

 ข้อบังคับกระทรวงพาณิชย์ว่าด้วยการประนอมข้อพิพาทด้านทรัพย์สินทางปัญญา ลงวันที่ 11 กรกฎาคม 2545

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