

FORM:
GIPC/T1



Registration of Technology Transfer Agreement

FORM

UNDER THE GHANA
INVESTMENT PROMOTION
CENTRE ACT, 2013 (ACT 865)

**Information supplied will
be treated as confidential**

To be completed in
duplicate and forwarded to:

**The Chief Executive Officer
Ghana Investment Promotion Centre
P. O. Box M193
Accra**

Tel: +233 302 665 125-9
Email: info@gipc.gov.gh
Website: www.gipc.gov.gh



1.1 Name of Enterprise: _____

1.2 Address of Registered Office: _____

1.3 Effective date of current GIPC Registration: _____

1.4 GIPC Registration Number: _____

1.5 Main business activities : _____

1.6 Location of the plant/place where production of goods or service related to the agreement is going to take place : _____

1.7 Shareholding structure :

(A) Ghanaian Shareholders

Name:

% Shareholding:

i

ii

iii

iv

(B) Foreign Shareholders

Name:

Nationality:

% Shareholding:

i

ii

iii

1.8 (A) Other Agreement registered with GIPC :

Title:

Registration Number:

i

ii

(B) Other Agreement pending with GIPC:

Title:

Date of Submission:

i

ii

2 Information About Supplying Party (Transferor)



2.1 Name of Enterprise: _____

2.2 Address of Registered Office: _____

(Indicating house number,
street, city, country)

2.3 Name and address of parent company (if any) : _____

2.4 Main business activities: _____

2.5 Location of supplier's main production plant or services: _____

3 General Information About The Agreement

3.1 (A) This agreement is: (i) a new agreement (ii) a renewal

If it is a renewal, give registration number and date of approval of the previous agreement

(B) Is this agreement based on any earlier Head of Agreement* Yes No

(C) If yes, specify

3.2 Title of agreement: _____

3.3 Duration of this agreement: _____

3.4 (A) Is the agreement on the licensing of an industrial property (e.g. trademark, patent) ?

Yes

No

(B) If yes, state specific nature of industrial property

3.5 (A) Is the industrial property registered in Ghana?

Yes

No

(B) If yes, give registration number and date

*Head of Agreement means any agreement entered into by two parties which has among its terms provision for the subsequent execution of a technology transfer agreement



3.6 (A) Is the agreement on the supply of technical expertise?

Yes

No

(B) If yes, specify

3.7 (A) Is the agreement on the supply of technological knowledge/ know-how?

Yes

No

(B) If yes, specify

3.8 (A) Is the agreement on the supply of management assistance/ service?

Yes

No

(B) If yes, provide details of foreign personnel who will be rendering services locally:

Name of Personnel	Nationality	Field of Activity	Remuneration	Duration of stay in Ghana

3.9 Is the agreement on supply of products?

Yes

No

(B) If yes, specify

4 Fees



4.1 (A) Are the fees stipulated in the agreement within the range provided under L.I. 1547?

- (i) **Regulation 14** : Industrial Property
- (ii) **Regulation 15** : 1 -Technical Service & know-how
2 -Know-how only
* Technical Service only
3 -Running fee/Lump sum
- (iii) **Regulation 16** : 1 -Management Service
2 -Management Services where profit is not anticipated during the early years
3 -Management Services, pro-rated
- (iv) **Regulation 17** : i, ii and iii above
- (v) **Regulation 18** : fees above i, ii, iii and iv above

(B) If (v) above, give reasons for going beyond levels specified in the range. (Provide additional sheet if necessary) _____

5 Declaration:

I hereby confirm that the answers given on this Application Form are true and correct to the best of my/our knowledge.

Title & Institution

Full Name (In block letters)

Email Address

Telephone number

Date

Signature

A INITIAL (NEW) APPLICATION

Please submit the following documents together with this form :

- (i) Certified true copy (by the Registrar-General's Department) of Certificate of Incorporation
- (ii) Three original/certified true copies (by a Notary Public) of the agreement to be registered
- (iii) A detailed training schedule (see sample attached)
- (iv) A yearly forecast of fees payable to the transferor per annum for the duration of the Agreement (see sample attached)
- (v) Certified true Copy (by the Registrar-General's Department or a Notary Public) of Industrial property registration(s) if applicable.
- (vi) Certified Audited Financial Statements for the five (5) most recent years of Transferee company
- (vii) Certified true copy (by the Registrar-General's Department) of Company Regulations

B RENEWAL APPLICATION

Please submit the following documents in addition to 'A' above :

- (i) Proof of the provision of the service(s) under the previous Agreement.
- (ii) Written confirmation from certified auditors that fees transferred by the Transferee to the Transferor under the registered Agreement for the period were compliant with provisions of the Technology Transfer Agreement.
- (iii) Certified Audited Financial Statements covering the duration of the Agreement
- (iv) Technology adopted or assimilated by the Transferee under the previous Agreement
- (v) Challenges to full assimilation of the technology and the estimated period it will take the Transferee to completely assimilate the technology.
- (vi) Justification for the renewal of the Agreement.
- (vii) Training programmes organized for personnel of the Transferee under the previous Agreement

Kindly notify the GIPC in the event of changes in respect of any of the following:

- (a) Enterprise name/status
- (b) Location
- (c) Ownership Structure
- (d) Project Concept
- (e) Category of technology to be transferred
- (f) Status of the agreement registered; and
- (g) Amendment/assignment to agreement

SAMPLE TRAINING SCHEDULE:

Year	Approximate Date	Course Content	Category of Staff to be Trained	Mode of Training	Venue
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					

Note: The training schedule must be for the entire duration of the Agreement (Minimum 18 months Maximum 10 years).

SAMPLE FORECAST FEES:

(Minimum 18 months Maximum 10 years)

#		Year 1	Year 2	Year 3	Year 4	Year 5
A	Gross Revenue					
B	Applicable Deductions					
C	Net Sales					
D	Applicable Fees:	%	%	%	%	%
	Technical: 0-3% [C]					
	Know-how: 0-2%[C]					
	Industrial property right 0-6% [C]					
	Management: 0-2% [Profit before tax]					
E	Amount to be Transferred per Annum					

Note: The forecast of fees must be for the entire duration of the Agreement (Minimum 18 months Maximum 10 years).