

[Your Company Name]
[Your Company Address]
[City, Country]
[Date]

[Counterparty Company Name]
[Counterparty Company Address]
[City, Country]

Re: Letter of Intent for Cross-Border Technology Transfer

Dear [Contact Name],

This Letter of Intent ("LOI") outlines the preliminary understanding between [Your Company Name] ("Licensee") and [Counterparty Company Name] ("Licensor") regarding the cross-border transfer and licensing of [Name of Technology/Software/Patent] (the "Technology").

1. Scope of Transfer

The Licensor intends to grant the Licensee a [Exclusive/Non-Exclusive] license to use, manufacture, and sell products based on the Technology within the territory of [Target Country/Region].

2. Consideration and Payment

The proposed financial terms include:

- An upfront license fee of [Amount and Currency].
- Royalties at a rate of [Percentage]% of net sales.
- Milestone payments based on [Specific Performance Goals].

3. Technical Support and Training

The Licensor shall provide necessary technical documentation, source codes (if applicable), and [Number] hours of remote or on-site training to ensure successful integration.

4. Intellectual Property Rights

Ownership of the original Technology remains with the Licensor. Ownership of any improvements made by the Licensee shall be negotiated in the Definitive Agreement.

5. Regulatory Compliance

Both parties agree to comply with all applicable import/export control laws, data protection regulations, and tax treaties between [Country A] and [Country B].

6. Due Diligence

Following the signing of this LOI, the Licensee shall have a period of [Number] days to conduct technical and legal due diligence.

7. Confidentiality

Both parties agree to keep the terms of this LOI and all exchanged technical data strictly confidential.

8. Governing Law

This LOI and the subsequent agreement shall be governed by the laws of [Jurisdiction/Country].

9. Non-Binding Nature

Except for the sections on Confidentiality and Governing Law, this LOI is a statement of intent and does not create a legally binding obligation to complete the transaction.

Sincerely,

[Signature]

[Name of Authorized Representative]

[Title]

[Your Company Name]

Acknowledged and Agreed:

[Signature]

[Name of Authorized Representative]

[Title]

[Counterparty Company Name]