

**TECHNOLOGY TRANSFER CONTRACTS IN THE NEW INNOVATION
LEGAL FRAMEWORK: PRIMARY ANALYSIS FOR CTI
INNOVATION POLICIES**

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ABSTRACT

The contemporary nature of the productive sectors drives the current corporations towards interdisciplinarity and diversification of action in various areas of knowledge, allowing for

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large number of interactions. The flow of knowledge exchange between the STIs and the productive sector is still small and for this criterion to increase it is necessary the STI to have an innovation policy. This research aims to identify, from the objectivist paradigm - the meaning of the norm, the way technology transfer contracts are viewed by the “Novo Marco Legal de Ciência, Tecnologia e Inovação” (CT&I framework); more specifically: a) present the concept of technology transfer agreements based on the new CT&I framework and its regulatory decree; (b) to place topographically the provisions relating to technology transfer contracts; c) relate the contract types to the new CT&I framework regulatory decree. The results show that the single concept of technology transfer contracts is non-existent and, although the new CT&I framework and its regulatory decree do not conceptualize technology transfer contracts, it is possible to do so through the complex current normative.

Keywords: Contracts. Technology transfer. New Legal Framework for Innovation.

1. INTRODUCTION

With the advancement of technology over the years, it is clear that the business environment is operating in all areas of knowledge, in addition to being increasingly competitive. The contemporary nature of the productive sectors drives the current corporations towards interdisciplinarity and diversification of action in various areas of knowledge, allowing for various ways of interaction. The flow of knowledge exchange between STIs and the productive sector (companies) is still small and for this criterion to increase it is necessary that STIs has an innovation policy. Thus, the approach of the Triple Helix, developed by Henry Etzkowitz and Loet Leydesdorf (ETZKOWITZ; ZHOU, 2017), is paramount for the interaction between the Scientific, Technological and Innovation Institutions (STIs) (public or private) and companies, mainly Technology Transfer (TT) is aimed at leveraging technological innovation in a given region.

Etzkowitz and Zhou (2017) define the Triple Helix as an innovation model in which university / academia, industry and government, as primary institutional spheres, interact to promote development through innovation and entrepreneurship. The academic sector is responsible for the qualification of qualified labor, besides concentrating the production of most of the research in order to assist in the origin of new products and processes, which must interact with the productive sector to meet the needs. Its demands and the technology transfer of the generated knowledge. The role of government is fundamental for the elaboration of public policies that favor interaction (RUSSO et al., 2017; RUSSO; ALMEIDA; CARVALHO, 2017).

In this context, the Brazilian government, since the late 1990s, has been acting to leverage initiatives for technological innovation in the country (RUSSO et al., 2017). In 2018, great progress was made to bring STIs closer, especially public STIs and the productive sector with the regulation of the New Legal Framework for Science, Technology and Innovation (Law No. 13.342 / 2016) through Decree No. 9.283 / 2018.

, which aims to reduce bureaucracy in research and innovation activities in the country, offering greater legal certainty regarding the minimum guidelines for cooperation between STIs and the productive sector (IZIQUÉ, 2018).

The flow of knowledge exchange between the STIs and the productive sector is still small and for this interaction to increase, STIs must have an innovation policy that enables the implementation of the Triple Helix model, as well as within each institution. administrative processes able to transfer generated technology (RUSSO; SILVA; SANTOS,

2018).

Thus, this research aims to identify, from the objectivist paradigm (technique of legal hermeneutics) - the meaning of the norm, the way technology transfer contracts are viewed by the New Legal Framework of Science, Technology and Innovation; more specifically: a) present the concept of technology transfer agreements based on the new legal framework for innovation and the regulatory decree; b) topographically or, rather, identify the devices (article, item, paragraph, paragraphs) relating to technology transfer agreements; c) relate the types of contracts to the regulatory decree of the new CT&I framework, aiming at a better understanding to facilitate the construction of rules / procedures / processes in relation to technology transfer agreements according to the needs of each STIs.

2. NEW LEGAL FRAMEWORK FOR SCIENCE, TECHNOLOGY AND INNOVATION

The new legal framework for innovation, Law No. 13.243 / 2016, known as the Code of Science, Technology and Innovation (C, T & I), was approved on January 11, 2016, and is the result of a process of about five years of discussions between actors of the National Innovation System (SNI) within the House and Senate Science and Technology Committees. These discussions had as their starting point the recognition and the need to change points in the Innovation Law and nine other laws related to the theme, to reduce legal and bureaucratic obstacles and give greater flexibility to the institutions operating in this system (RAUEN, 2016).

The right to innovation — as a means of receiving economic, financial, or tax incentives to foster a culture of innovation — involves the cooperation of multiple elements, each with its resources, skills, and knowledge. Therefore, it was necessary that the Regulatory Framework of Innovation (Decree No. 9.283 / 2018) could leave this relationship between STIs - mainly public - and explicit companies, aiming at the bureaucracy of research and innovation activities in the country, through actions such as the integration of scientific and technological institutions and the encouragement of investments in research (AEVO, 2018; AQUINO, 2018).

The Decree regulates the provisions of the following Laws, establishing measures to encourage innovation and scientific and technological research in the production environment, with a view to technological empowerment, the achievement of technological autonomy and the development of the national and regional production system: Law no. 6,815 / 1980 (Foreign); Law no. 8,010 / 1990 (Importation of goods for scientific and technological research); Law no. 8,032 / 1990 (Exemptions from Import Tax); Law no. 8,666 / 1993 (Public Tendering and Contracting); Law no. 8,745 / 1993 (Temporary Contract); Law no. 8,958 / 1994 (Support Foundation); Law no. 10,973 / 2004 (Innovation Law); Federal Decree no. 6.759 / 2009 (Regulations of Customs Activities); Law no. 12.462 / 2011 (Differentiated Public Procurement Regime); Law no. 12,772 / 2012 (Teaching Career) (BRAZIL, 2018);

Rauen (2016), in his study, states that the new law advances in several points in the promotion of a safer and stimulating regulatory environment for innovation in Brazil, besides highlighting the main changes in the law regarding the interaction between STIs- company that are: a) Definition of STIs - Expands the concept of STI to other entities, thereby creating the figure of private STI (non-profit private legal entity); b) Sharing and permission to use STI facilities - Increases the possibility that the counterpart for sharing and allowing use of public STI facilities is financial or non-financial rather than just “remunerated”; c) Provision of technological services - clarifies the possibilities and how to operationalize the raising of

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extra- budgetary financial resources from their provision through support foundations associated with STIs; d) Partnership agreements in innovative activities - Replaces the term “contract” in “specific legal instrument”, extends scholarships to STI-linked students and STI may assign to the private partner, with or without financial compensation, the rights of the intellectual property of the creations resulting from the partnership; e) Resources to cover operating and administrative expenses - It is necessary to discuss an aliquot limit value for such expenses, since the 5%, already defined in Decree No. 5.563 / 2005, is insufficient to cover additional expenses. incurred in the execution of most technological development projects; f) Technological Innovation Centers - NITS - allows the NIT to have its legal personality, thus having greater flexibility in the management of its financial resources (thus dissociated from STIs budgets), greater speed and the possibility of attracting profiles and hiring. more qualified employees about the foreseen duties and, as a consequence, greater professionalism in the management of the STIss S, T & I policy.

Portela (2016) conducted a study that addressed the importance of Science, Technology, and Innovation in Brazil and the European Union, through documentary analysis on constitutional texts of Brazil, France, Germany, and Italy. Thus, it highlighted 10 items amended by the New Legal Framework for Science and Technology: exemption from the obligation to bid for the purchase or contracting of products for research and development purposes; simplified rules and tax breaks for importing research material; permission for exclusively dedicated public university professors to carry out research activities also in the private sector, with remuneration; increasing the number of hours the dedicated teacher can devote to non-university activities from 120 hours to 416 annual hours (8 hours/week); allowing universities and research institutes to share the use of their laboratories and teams with companies for research purposes (provided this does not interfere with or conflict with the institution's own research and teaching activities); allowing the Union to fund, place direct orders and even minority equity in companies to foster innovation and address country-specific technological demands; allowing companies involved in these projects to retain intellectual property over research results (products); National law; possibility of science and technology institutions operating abroad; and possibility of Technological Innovation Centers to act as Supporting Foundations.

Following the regulation of the New Legal Framework for Science, Technology and Innovation, the Ministry of Science, Technology, Innovations and Communications (MCTIC) published the 14 main regulations: stimulating the formation of strategic alliances and the development of cooperation projects involving companies, STI and non-profit private entities; authorization for public STI members of indirect public administration, development agencies, public companies and mixed capital companies to participate minority in the share capital of companies; authorization for direct public administration, funding agencies and STI to support the creation, implementation and consolidation of innovation-promoting environments; facilities for the transfer of public STI technology to the private sector; STI under public law should institute its innovation policy, which will provide for the organization and management of processes that will guide technology transfer and the generation of innovation in the productive environment; The NIT may be incorporated with its own legal personality as a private nonprofit entity, including in the form of a support foundation; the public authorities will maintain adequate promotion, support and management mechanisms for the internationalization of public STIs, which may carry out activities related to science, technology and innovation outside the national territory; improvement of instruments to stimulate innovation in companies, such as allowing the use of capital expenditures in the economic subsidy, regulating the technological order and creating the technological bonus; regulation of the Legal Instruments of partnership for research, development and innovation, such as granting agreement, partnership agreement for research, PIDCC, Aracaju/Se, Ano VIII, Volume 13 nº 03, p.01 a 16 set/2019 | www.pidcc.com.br

development and innovation, agreement for research, development and innovation; possibility of transposition, reallocation or transfer of resources between programming categories; simplified accountability, favoring the results obtained; Bidding is not required for the acquisition or contracting of product for research and development - in the case of engineering works and services, the limit value goes from R \$ 15,000.00 to R \$ 300,000.00; Documentation required for contracting product for research and development may be waived, in whole or in part, for hiring, provided for prompt delivery or up to R \$ 80,000.00; Import and customs clearance processes for goods and products used in scientific and technological research or innovation projects will have priority treatment and simplified procedures.

Thus, the regulation of the Legal Framework for Science, Technology, and Innovation propose to significantly reduce bureaucratic barriers, especially about legal procedures, improving understanding and clarifying its application and operation, favoring the creation of a more dynamic innovation environment in the field. Brazil. Considering the central object of this work, which is technology transfer contracts, it is essential to understand the legal nature of technology transfer contracts, which is discussed in the next section.

3. TECHNOLOGY TRANSFER CONTRACTS

Technology transfer is part of the innovation process, which is extremely important for the socio-economic development of contemporary society, the contract is the legal tool that meets this purpose. The progress of society depends fundamentally on contracts, which act as a true lever of development (NADER, 2018). Technology transfer contracts are characterized by the transmission of knowledge between the parties involved in innovation, in return, whether financial or not, provided that they aim at the generation of innovative products, processes and services and the transfer and diffusion of technology.

The concept of contract is recognized in the legal framework as the result of the agreement between the parties. Law No. 8.666 / 1993, which establishes rules for public administration bids and contracts, in its Article 2 defines a contract as “all adjustments between public administration bodies and entities and individuals, in which there is an agreement of wills. for the formation of bonds and the stipulation of reciprocal obligations, whatever the denomination used”. Therefore, legal technology builds the concept of contract around the notion of agreement of wills (COELHO, 2012). The agreement between the parties to which the contract originates arises from the negotiation, that is, a process between the parties aiming at achieving common goals.

According to Gonçalves (2016) the contract focuses on some important principles, such as: autonomy of will, which refers to broad contractual freedom - principle relativized in specific cases; the supremacy of public order, where the autonomy of will is not absolute and is subject to the supremacy of public order, morals, and morals - in situations of administrative contracts; the consensual that derives from the modern conception that the contract results from the consensus, the agreement of wills, regardless of the delivery of the thing (tradition); relativity of effects, which has as its vector the idea that the effects of the contract are only produced in relation to the parties; Obligation, also called the intangibility principle of contracts, represents the binding force of conventions - relativized in specific situations; over-review or excessive burden and in good faith, which precludes such a principle from that of obligation, as it allows contractors to turn to the judiciary for amendment of the convention and more humane conditions in certain situations.

Another important point is that a contract is a kind of legal fact, more specifically,

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bilateral or plurilateral legal business, whereby two or more will harmonize to produce binding legal results, according to the permissive and limits of the law (NADER, 2018). In the case of a technology transfer contract, the contract is considered *intuitu personae* because trust between the parties is fundamental to it (NADER, 2018).

Because of this, it is understood that the legal nature of technology transfer contracts is a bilateral legal business, and *intuitu personae*, ie, both parties argue obligations, characterized by confidentiality that consists in a paradigm of innovation production.

4. METODOLOGIA

The scientific methodology is capable of providing an understanding and analysis of the world through the construction of knowledge (PRAÇA, 2015). It is processed through successive approximations of reality, providing us with subsidies for an intervention in the real (GERHARDT; SILVEIRA, 2009).

In order to understand about technology transfer contracts aiming to generate scientific support for the elaboration of technology transfer policies / procedures / flows of university-company interaction, this research presents a qualitative and descriptive analysis, focusing on the understanding and explanation of the dynamics of social relations (GERHARDT; SILVEIRA, 2009), on technology transfer contracts.

For the reasoning of the research, a search for articles, theses, and dissertations about the object of study was performed, namely: technology transfer contracts and interaction between STI and Company, as well as a documentary investigation of legislation that addressed related issues. Technology transfer. Complementing the research effort, the official websites of the National Institute of Industrial Property (INPI) and the National Forum of Innovation and Technology Transfer Managers (FORTEC) were accessed to collect other relevant information about the study.

Subsequently, an analysis of the collected information was made, aiming at a clearer understanding of the concept of technology transfer contracts. For this, it was established, through topographic analysis of the legal devices, a characterization of the types of contracts used in technology transfers, through an analysis of hermeneutic interpretation, using the objectivist paradigm - the meaning existing in the norm -, which were related the light of the New Legal Framework of Science and Technology.

5. TECHNOLOGY TRANSFER CONTRACTS IN THE LIGHT OF THE NEW REGULATORY SCIENCE, TECHNOLOGY AND INNOVATION BRAND

Technology transfer is defined in different ways. The term has been used to explain very different concepts about organizational and institutional interaction between universities and industry (SILVA, 2016). Thus, this section presents some approaches on the subject, and at the end indicates the concept of technology transfer contracts in light of the New Legal Framework of Science and Technology.

5.1 Technology Transfer Contracts Concept

Regarding technologies generated in the academic field, technology transfer is in fact a multi-step process, ranging from the invention's disclosure, patenting and licensing, to the licensee's commercial use of the technology and the perception of royalties by the university (FORTEC, 2012).

The National Institute of Industrial Property - INPI, is the body responsible for regulating the rights of Industrial Property in the national territory, defines the transfer of technology as an economic and commercial negotiation that must meet certain legal precepts PIDCC, Aracaju/Se, Ano VIII, Volume 13 nº 03, p.01 a 16 set/2019 | www.pidcc.com.br

and promote the company's progress. Recipient and the economic development of the country. And, the TT agreement ensures the commitment between the parties involved, formalized in a document that explains the economic conditions of the transaction and the technical aspects (INPI, 2019).

Santos et al. (2016), in his evaluation study on technology transfer between university and company, in relation to the TT process, states that it comes from an autonomous process from the university to commercially offer the results of its research to interested companies. regardless of government tax incentives given to companies or company investments in commissioned research.

Veiga (2017) defines technology transfer as the transmission or exchange between two or more subjects, which can be: technological training, technical improvement of a production process or a product, the introduction of a new technique in production. Being this relationship formalized by a contract and rewarded by payment of royalties.

Notwithstanding the discussion above, it is observed that the concept of TT is defined according to each research, but also according to the purpose of the investigation. While the search for a single definition is useless, attention to definitions promotes some understanding of the differences between research traditions (SILVA, 2016). Thus, although the concept of TT is not pacified or there is no concept mostly used, as seen in the conceptual basis of contracts and technology transfer discussed earlier, an understanding can be established - uses as a concept of TT for this article - about the words contracts, transference and technology, for a better understanding under the guidelines stipulated in the New Science, Technology and Innovation Framework, which can be seen in Figure 1.

Figure 1. Contract, transfer, and technology definitions.

Contract	Transfer	Technology
<ul style="list-style-type: none">• It is the agreement between two or more parties to establish, regulate or terminate a legal-equity relationship.	<ul style="list-style-type: none">• It is the transfer of property rights over the legally protected immaterial property.	<ul style="list-style-type: none">• It is an intangible asset with economic value (patrimonial), legally protected. May have one or more holders.

Source: Adapted from Veiga (2017).

It is understood that the object of the juridical-patrimonial relationship may or may not have financial value, just as it is understood that the immaterial good is any creation of the human intellect, protected by intellectual property law.

5.2 Contract Types

In Brazil, by law, all contracts involving technology transfer must be registered/registered by the INPI (BRAZIL, 1996). It is emphasized that INPI will adopt, with a view to the country's economic development, measures capable of accelerating and regulating technology transfer and establishing better conditions for negotiation and use of PIDCC, Aracaju/Se, Ano VIII, Volume 13 nº 03, p.01 a 16 set/2019 | www.pidcc.com.br

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patents. Signature, ratification or denunciation of conventions, treaties, conventions, and agreements on the industrial property (SILVA, 2016).

According to Silva (2016) there are 3 ways to formalize Technology Transfer contracts: a) assignment contracts, which include the transfer of ownership of intellectual property rights; b) licensing agreements, which include licensing, use of intellectual property rights exclusively or not; and (c) the technology transfer agreement, which includes the provision of information not supported by industrial property rights and technical assistance services.

Similarly to Silva (2016), Muraro (2018) states that there are 3 types of technology transfer: a) IP assignment agreement, includes the transfer of ownership, if developed in partnership with the company may have economic gain (prior agreement); b) IP license agreement, refers to the right of use and exploitation, may or may not be exclusive and has very well defined time and conditions; and c) Stricto sensu technology transfer agreement, ie when the object of the contract is not subject to industrial protection. It can be divided into: I) Technology supply agreement, when it comes to know-how or software, and II) Technical and scientific assistance services contracts, refers to the obtaining of techniques to elaborate projects or studies and the provision of some specialized technical services.

In the same context, Veiga (2017) classifies the types of contracts into: a) Assignment, refers to the transfer of patent ownership, trademark, industrial design; b) Licensing, refers to the use of IP rights; c) technical assistance; d) Supply of Technology (know-how); e) Business franchises, guarantees a secure agreement and gives validity to third parties. According to the INPI there are the following types of technology transfer agreements (INPI, 2019):

- Those involving industrial property licensing (trademarks, patents, industrial designs, and integrated circuit topography);
- The provision of technology (know-how);
- Technical and Scientific Assistance Services (SAT);
- Franchises.

Considering the conceptual basis on contracts and technology transfer, as well as the types of contracts described by the INPI, since it is the body that regulates the efficient protection of industrial property in Brazil, the types of contracts and their definitions were characterized as provided in Table 1.

Table 1. Types of technology transfer agreement and their characteristics.

Type of Contract	Object	Technology Transfer Form	Definition
Industrial Property Licensing and Assignment (INPI, 2018)	Brand	Trademark Use License (UM)	The trademark license agreement is intended to authorize the effective use, by third parties, of a trademark regularly filed or registered with the PTO, and must comply with the provisions of Articles 139, 140 and 141 of Law no. 9,279 / 96 (LPI).
		Brand Assignment (CM)	Contracts aiming at the assignment of trademark or registration application filed with INPI, implying the transfer of ownership, and shall comply with the provisions of Articles 134 to 138 of Law no. 9,279 / 96 (LPI).
	Patents	Patent Exploration License (EP)	Contracts aiming at the license to exploit the patent or the patent application filed at the INPI by the patent holder or the depositor, and shall comply with the provisions of Articles 61, 62 and 63 of Law no. 9,279 / 96 (LPI).
		Patent Assignment (CP)	Contracts aiming at the assignment of the patent or patent application filed with the INPI, implying the transfer of ownership, and shall comply with the provisions of Articles 58 and 59 of Law no. 9,279 / 96 (LPI).
		Compulsory Patent License	Compulsory license is the effective exploitation by third parties of the patent object regularly granted by INPI, identifying industrial property rights, and must comply with the provisions of articles 68 to 74 of Law No. 9,279 / 1996 (LPI), in addition to Decree No. 3,201 of 10/06/1999 and of Decree No. 4,830 of 04/09/2003.
	Industrial draw / design	Industrial Design Exploration License (EDI)	Contracts aiming at the license of exploration of industrial design registered and / or request filed with the INPI, having to respect the provisions of Article 121 of Law no. 9,279 / 96 (LPI).
		Industrial Design Assignment (CDI)	Contracts aiming at the assignment of the industrial design or the industrial design application filed with the INPI, implying the transfer of ownership, and shall comply with the provisions of Article 121 of Law no. 9,279 / 96 (LPI).
	Integrated Circuit Topography	Integrated Circuit Surveying License (LTCI)	Contracts aiming at the license for exploration of integrated circuit topography registered at INPI by the registration holder, and must comply with the provisions of Articles 44 to 46 of Law No. 11,484, of May 31, 2007.

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Type of Contract	Object	Technology Transfer Form	Definition
		Integrated Circuit Topography Assignment (CTCI)	Contracts aiming at the assignment of integrated circuit topography registered at INPI, implying the transfer of ownership and the assignment may be total or partial, and shall comply with the provisions of Articles 41 to 43 of Law No. 11,484 / 2007.
		Compulsory Integrated Circuit Surveying License	Contracts aimed at a temporary suspension of the right of exclusivity of the holder of an application or registration of integrated circuit topography filed or registered with the INPI, and shall comply with the provisions of Articles 47 to 54 of Law No. 11,484 / 2007.
Technology Supply (FT) (INPI, 2018)	Know-how	Stricto Sensu Technology Transfer (MURARO, 2018)	The Technology Supply agreement is intended for the acquisition of knowledge and techniques not supported by industrial property rights granted or deposited in Brazil, and the agreement shall comprise the set of information and technical data to enable the manufacture of the products and / or processes.
Provision of Scientific and Technical Assistance Services (SAT) (INPI, 2018)	Services involving technology transfer	Stricto Sensu Technology Transfer (MURARO, 2018)	Technical assistance contracts or invoices that stipulate the conditions for obtaining techniques, planning and programming methods, as well as research, studies and projects for the execution or provision of specialized services when related to the company's end activity, as well as services rendered in equipment and / or machinery abroad, when accompanied by a Brazilian technician and / or generate any type of document, such as a report.
Franchise (FRA) (INPI, 2018)	Business model	Temporary concession	Contracts intended for the temporary concession of a business model involving the use of trademarks and / or the exploitation of patents, the provision of technical assistance services, combined or not, with any other technology transfer method necessary to achieve its objective. These agreements must indicate the order number (s) and / or registration (s) of industrial property rights deposited with the INPI, the detailed description of the franchise and the general description of the business.

Source: Authors (2019).

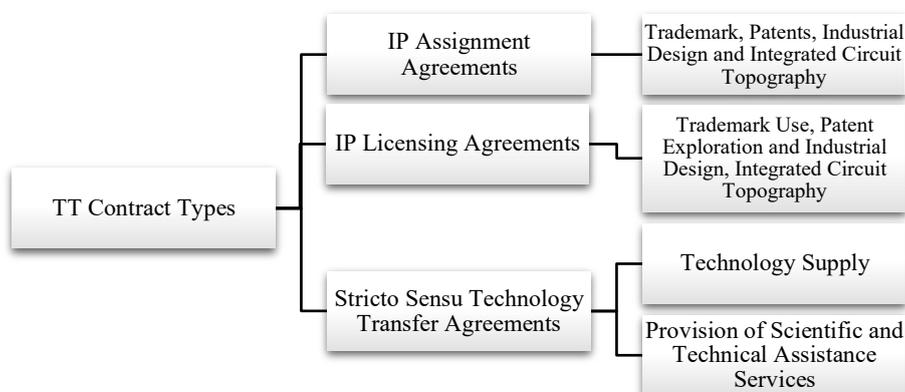
It is observed that the transfer of technology is directly linked to the industrial field, therefore, it was necessary to search the references in the Brazilian laws regarding the protection of the industrial property, being the following laws: Law No.

9. 279, of May 14, 2004-regulates rights and obligations related to industrial protection, which in this case was used to verify the types of contracts for patents, industrial design and trademark; Law No. 8,955 of December 15, 1994, on Franchise Agreements and Law No. 11,484 of May 31, 2007, which establishes guidelines for the intellectual property protection of integrated circuit topographies.

About industrial property, two forms of technology transfer were identified in the legislation: licensing and assignment. Licensing is related to the right to use and exploit the technology, whether exclusive or not. And, the assignment is the transfer of ownership, ie transfer of ownership of the protected technology.

The other form of technology transfer which is not supported by the industrial protection law is called *stricto sensu* technology transfer as described by (MURARO, 2018). This type of transfer covers: the provision of information, which is the acquisition of know-how by the contractor, and the provision of technical and scientific assistance (SAT) services. It is noteworthy that some technical services are exempt from registration with the INPI, as they do not imply technology transfer, such as consulting in the areas: financial, commercial and legal, as described in Resolution / INPI No. 156/2015.

Figure 2. Types of technology transfer agreements arising from the interaction between STI-enterprise.



Source: Authors (2019).

Franchise agreements are intended for the temporary granting of a business model involving the use of trademarks and/or the exploitation of patents, the provision of technical assistance services, combined or not, with any other technology transfer

modality necessary to achieve its purpose. objective (INPI, 2018). Considering the object of this research, franchise agreements will not be discussed in-depth, as they are not of institutional interest to an STI.

In general, one can classify the types of technology transfer agreements, covering the interaction between STI -enterprise, (1) IP assignment, (2) IP licensing and (3)) stricto-sensu technology transfer contracts, which are sub-classified into (3.1) technology provision and (3.2) the provision of technical and scientific assistance services, as shown in Figure 2.

5.3 Technology Transfer Diagnosis in the New CT&I Regulatory Framework

The Decree No. 9,283 / 2018 regulating the New CT&I Legal Framework (Law

13. 243/2016), which provides for incentives for scientific development, research, scientific and technological training, and innovation, establishes guidelines for the transfer Chapter III, Section 1. It is noted that there is no definition of technology transfer contracts, as well as the types of contracts. Only the forms of technology transfer throughout the device are evident, namely: technology transfer, licensing for the granting of rights of use or exploitation and assignment of rights.

However, a relationship can be made between the characterization of the types of technology transfer agreements in Table 1 and the forms of technology transfer determined in the regulatory decree. This relationship becomes important to understand what the laws determine about technology transfer, and to clarify which objects are transferable.

6. FINAL CONSIDERATIONS

This research made it possible to identify how technology transfer agreements are considered by the New Legal Framework for Science, Technology, and Innovation, to facilitate their understanding for the construction of standards/procedures/ processes about technology transfer agreements according to their needs of each STI.

It was evident that the unique concept of technology transfer contracts is nonexistent, so we used the conceptual basis of each word to better understand the real meaning of the technology transfer contract, so as a proposal it can be defined that The TT contract is the agreement between two or more parties of a legal relationship to the transfer of immaterial goods whether legally protected by industrial property or transferable assets of economic value.

It was found that the provisions of the New Legal Framework for Science, Technology and Innovation and its regulatory decree do not conceptualize technology transfer contracts, so the Industrial Property Law No. 9,279 / 2006 was used as a legal basis, in addition to the guidelines. Available from the National Institute of Industrial Property, since technology transfer is related to the generation of knowledge/products/ processes aiming at the commercialization of technology by the productive sector. The endorsement of technology transfer agreements by public ICTs at the National Institute of Industrial Property (INPI) is extremely important, as they generate a secure database on the technology market, and enable the preparation of studies and sectoral research, and subsidize the formulation of public policies for the area.

Given this, the characterization of the types of TT contracts and their form of transfer proved indispensable for understanding the technology transfer established in- laws and decrees focused on innovation. For future work, it is suggested a study regarding the

legal instruments of partnership for research, development, and innovation, aiming to clarify what types, definitions, stakeholders, among other factors that intervene in the relationship between STI or between STI and company. This was not done in these studies, because it was one of the limitations of the research the lack of documentary use of the reasonable volume of current TT contracts - after 2018 -, after the validity of the New Legal Framework for Innovation and its Regulatory Decree.

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