SAQAAN & PARTNERS
Advocates & Legal Consultants

Legal Protection of Technology Projects under Egyptian Law

From Protecting Innovation and Digital Assets to Regulating Intellectual Property, Data and Contractual Relationships

Technology projects are no longer merely products or services that rely on digital tools. They have evolved into economic ventures comprising interconnected tangible and intangible assets. A single project may combine an innovative concept, an industrial design, computer software, databases, a trademark, undisclosed technical and commercial information, as well as contractual relationships with developers, designers, suppliers and service providers.

This diversity means that the legal protection of a technology project cannot be secured through a single procedure or one intellectual property right. Rather, it requires identifying the legal nature of each component, selecting the appropriate protection regime, determining the ownership of the rights concerned, and regulating their assignment or licensing. This approach enables the project to exploit, develop and commercialise its intellectual and commercial assets while minimising the risk of infringement or disputes.

In Egypt, Law No. 82 of 2002 on the Protection of Intellectual Property Rights provides a comprehensive legislative framework covering patents and utility models, undisclosed information, trademarks, industrial designs, copyright and related rights. This framework operates alongside other relevant legislation, including Personal Data Protection Law No. 151 of 2020 and its Executive Regulations.

Effective reliance on this legal framework, however, requires a clear understanding of the distinctions between the various rights and the subject matter and legal consequences of each. Legal protection begins with identifying the assets actually owned by the project, determining which require registration, documentation or contractual regulation, and identifying those subject to separate legal regimes.

1. Trademarks and the Protection of a Project's Commercial Identity

A trademark is one of the most important intangible assets of a business. It enables consumers to identify and distinguish a product or service from those of other market participants. It also contributes to the development of commercial goodwill and the value associated with the project.

Article 63 of Law No. 82 of 2002 defines a trademark as any sign that distinguishes a product, whether a commodity or a service. Such signs may include names, marks, symbols, letters, numerals, drawings and other elements capable of being visually perceived and used to distinguish products or services.

Under the Egyptian legal framework, trademark protection is generally acquired through registration with the competent authority, namely the Commercial Registry Authority, subject to the statutory provisions governing well-known trademarks and other cases afforded special protection under the law. Registration establishes a legal position that enables the proprietor to exercise the rights granted by law against third parties.

The mere commercial use of a name does not necessarily make it eligible for registration. Article 67 requires a trademark to possess distinctive character and prohibits the registration of signs devoid of such character or consisting of signs or indications that have become customary in describing products or their natural characteristics. The article also provides for other grounds of refusal, including marks contrary to public order or morality and those likely to mislead the public or cause confusion regarding the origin or characteristics of products.

Accordingly, selecting a name for a project, application or electronic device should not be treated merely as a marketing decision. It should be preceded by a legal assessment of the name's distinctiveness, the existence of earlier conflicting trademarks, and the relevant products, services and classes for which protection should be sought.

As a general rule, the scope of protection is determined by the products and classes covered by the registration, in accordance with Article 74. The use of the trademark must also be considered in light of the statutory provisions governing its registered products and classes. In this regard, Article 91 should be taken into account, as it permits a request for cancellation of a trademark registration where genuine use has not been established for five consecutive years.

A registered trademark is protected for ten years and may be renewed for successive periods of ten years in accordance with Article 90.

These considerations are particularly important for technology projects that use the same name to identify an electronic device, an associated application and related digital services. The project's current and anticipated commercial activities should therefore be identified when preparing the trademark application, bearing in mind

that protection does not automatically extend to all products and services merely because the same name is used.

A trademark should also be regarded as an asset capable of assignment and licensing. Article 87 permits the transfer of trademark ownership independently of the business undertaking, while Articles 95 et seq. regulate the licensing of third parties to use trademarks and the conditions governing the enforceability of such licences against third parties. Accordingly, the ownership and commercial exploitation of a trademark form part of the project's legal structure rather than constituting merely an initial registration procedure.

2. Industrial Design Protection for Electronic Devices

Technology projects may involve innovation in the external appearance of an electronic device or instrument, whether in its configuration, lines, three-dimensional form or distinctive visual features.

In such cases, it is essential to distinguish between industrial design protection and patent protection. Industrial design protection concerns the external appearance of a product, whereas a patent protects a technical solution that satisfies the statutory requirements for patentability.

Article 119 of Law No. 82 of 2002 defines an industrial design as any configuration of lines or three-dimensional form, whether or not associated with colours, provided that it has a distinctive new appearance and is capable of industrial application.

Article 120 requires novelty. Prior disclosure of the design to the public, whether through description or use, may therefore deprive it of novelty, subject to the exceptions expressly provided by law. These include certain forms of disclosure occurring within the six months preceding the filing date, subject to the applicable statutory conditions.

Furthermore, Article 124 prohibits the registration of a design where its appearance is essentially dictated by the technical or functional requirements of the product. This provision highlights the importance of distinguishing between the aesthetic or external appearance of a device and the technical function it performs. Industrial design protection cannot be used as a substitute for patent protection.

Article 127 grants the owner of a registered industrial design the right to prevent third parties from using, manufacturing, selling or importing products bearing or incorporating the design, within the limits prescribed by law.

The protection period is ten years from the date of filing the application, with the possibility of an additional five-year extension under Article 126.

In practice, a decision on filing should be made before the design is disclosed to the public or the product is placed on the market, following an assessment of the applicable protection requirements and the statutory exceptions relating to prior

disclosure. The application should also include drawings and images that clearly illustrate the visual features for which protection is sought. Accurate technical documentation is not merely an administrative requirement; it is an important factor in determining the scope of the right that the owner may rely upon when addressing imitation or infringement.

3. Patents and Utility Models: Protecting Technical Innovation

Where a technology project involves an innovation in the operation of an electronic device, its operating mechanism, one of its components or the technical solution it provides, protection may be available through a patent or a utility model, depending on the nature of the innovation and whether it satisfies the applicable legal requirements.

Article 1 of Law No. 82 of 2002 provides for the grant of a patent in respect of an invention that is capable of industrial application, is new and involves an inventive step. This may relate to new industrial products, newly developed industrial processes or new applications of known industrial processes.

Accordingly, merely presenting a new idea or a different commercial concept is insufficient to obtain patent protection. The innovation must take the form of a technical subject matter that satisfies the conditions prescribed by law. Article 2 also excludes computer programs and abstract schemes from the scope of patent protection, together with other subject matters specified in that provision.

By contrast, Article 29 regulates utility models and permits protection for a new technical addition to the composition or configuration of devices, instruments, equipment or their components, as well as products and methods or means of manufacturing them, and similar subject matter. Under Article 30, a utility model is protected for seven years from the filing date, without the possibility of renewal.

A utility model should not be regarded merely as a less significant procedural alternative to a patent. The choice between the two regimes requires an assessment of the nature of the technical improvement and the extent to which the relevant statutory requirements apply to the innovation in question.

Prior disclosure is one of the most sensitive issues in this area. Under Article 3, an invention is not considered new if an application relating to it has previously been filed or a patent has already been granted, or if it has been publicly used or disclosed before the filing date in a manner that enables a person skilled in the relevant art to exploit it. The provision establishes a specific exception concerning the presentation of an invention at national or international exhibitions during the six months preceding the filing date, subject to the statutory requirements.

Consequently, publishing the technical details of a device, demonstrating its operating mechanism or making such information available to third parties before assessing its

patentability may directly affect the novelty requirement. The exhibition-related exception should not be treated as a general permission for prior disclosure.

A patent application must also contain a detailed description of the invention, identifying its subject matter, the novel elements for which protection is sought and the best method of carrying it out, in accordance with Article 13. The importance of this requirement lies in the fact that the scope of protection is linked to the substance of the application and its supporting documents and claims, rather than merely to the product's marketing description or an assertion that an innovative idea is owned.

It is also important to determine who owns the rights in an invention. Articles 7 and 8 address inventions developed pursuant to a commission or within the framework of an employment relationship, and establish specific rules governing the rights arising from such inventions. These provisions also recognise the inventor's right to be identified as such and to receive the applicable remuneration, in addition to special rules concerning inventions for which an employee files an application within a specified period following the termination of employment.

Accordingly, where a technical innovation is developed by an employee, an individual developer or an external entity, it is not sufficient merely to identify the party that financed the development. The nature of the relationship, the scope of the commission and the applicability of the relevant statutory provisions must be examined, and the parties' rights must be properly documented, including any remuneration due to the inventor under the law.

4. Protection of Computer Software, Databases and Copyright

Software and databases are among the principal components of many technology projects and may represent the project's core value. They may take the form of electronic applications, data management systems, device operating software or digital service platforms.

Article 140 of Law No. 82 of 2002 includes computer programs and databases among the works protected by copyright.

However, determining the scope of this protection requires distinguishing between a program or database as a protected work and the underlying idea, function, method of operation or data itself. Article 141 provides that copyright protection does not extend to mere ideas, procedures, systems, methods of operation, concepts, principles, discoveries or data, even where they are incorporated into or expressed through a protected work. Nevertheless, collections whose selection or arrangement involves an original creative contribution may qualify for protection.

Accordingly, copyright protection for software does not confer a monopoly over the underlying commercial idea or the general function performed by the program. Rather, it protects the original forms of expression that fall within the scope of the

protected work, depending on the nature and elements of the software. Similarly, the inclusion of databases among copyright-protected works does not automatically extend protection to every individual item of information or data contained within them.

Copyright protection grants the author and the author's universal successor the moral and economic rights prescribed by law. Under Article 143, moral rights include the right to make the work available to the public for the first time, the right to be identified as its author, and the right to object to modifications that constitute distortion or mutilation of the work. Article 145 renders any disposition of the moral rights stipulated in Articles 143 and 144 null and void.

Economic rights include the right to authorise or prohibit various forms of exploitation of the work, including reproduction, making the work available to the public, publication, translation and adaptation, in accordance with Article 147.

These provisions are particularly relevant when software is developed for a commercial project. An agreement to deliver an operational copy of the software does not necessarily mean that all economic rights relating to the program have been transferred to the project owner.

The developer may have retained certain rights, the agreement may provide only for a licence to use the software, or the contract may fail to clearly determine the rights relating to exploitation of the source code, modification of the program, future development or making it available to third parties.

Article 149 provides that any assignment of economic rights must be made in writing and must expressly and in detail identify each right being assigned, its scope, purpose, duration and territorial extent of exploitation. It also establishes that the author retains the economic rights that have not been expressly assigned, and that a licence to exploit one economic right does not, in itself, constitute a licence to exploit other rights.

Accordingly, a clear contractual distinction must be made between the assignment of economic rights and the licensing of their exploitation. Each right should be expressly identified, together with its scope, and general contractual wording that fails to clarify the intended legal effect should be avoided.

The agreement should also regulate the delivery of source code, technical files, databases and operating documentation, as well as the use of pre-existing software components or components owned by third parties, including those subject to specific licensing terms. Obligations relating to updates, maintenance and future development should also be addressed. These matters cannot be resolved merely by establishing ownership of the software; they require precise contractual arrangements defining what the project owner owns and what it is entitled to use, modify or transfer.

5. Trade Secrets, Technical Information and Non-Disclosure Agreements

Not all components of a technology project require disclosure or registration with an administrative authority in order to benefit from legal protection. In certain circumstances, maintaining information as confidential may be the most appropriate means of protecting it, particularly where it relates to operational details, manufacturing methods, technical data or unpublished commercial information.

Articles 55 to 61 of Law No. 82 of 2002 regulate the protection of undisclosed information. Article 55 establishes three essential requirements for such protection:

- The information must be secret, meaning that it is not generally known or readily accessible to persons working in the relevant field.
- The information must derive commercial value from being secret.
- The person lawfully controlling the information must have taken effective measures to preserve its confidentiality.

Accordingly, merely describing information as confidential or placing a "Confidential" label on documents is insufficient to secure legal protection. Confidentiality must exist in practice, the information must derive commercial value from its secrecy, and its lawful controller must adopt appropriate protective measures.

Article 57 emphasises the importance of regulating the circulation of information within an establishment, restricting access to authorised persons and adopting appropriate measures to prevent disclosure to third parties. Protection continues for as long as the information satisfies the confidentiality requirements set out in Article 55.

Article 58 identifies certain forms of infringement involving undisclosed information, including inducing employees to disclose information obtained in the course of their employment, disclosing information in breach of confidentiality agreements, and unlawfully obtaining or using information while knowing that it originated from an unlawful source.

Conversely, Article 59 identifies certain practices that do not constitute unlawful conduct, including independent discovery or development of the information, obtaining it from publicly available sources, and independent examination or analysis of products available on the market.

In this context, a Non-Disclosure Agreement (NDA) serves an important contractual function by regulating the parties' obligations to maintain the confidentiality of information exchanged during the assessment, development or negotiation of a project.

However, an NDA does not, in itself, create an exclusive proprietary right over every item of information referred to in it. Nor does it convert publicly available information

or information independently developed by another party into trade secrets. It also does not replace the practical measures required to protect confidential information.

An NDA should therefore clearly identify the information covered by the confidentiality obligation, the permitted purposes for its use, the persons authorised to access it, the duration of the obligation, restrictions on disclosure to third parties, and the treatment of documents, copies and data upon termination of the contractual relationship. The agreement should also take into account the nature of information that may remain confidential after the relationship has ended.

6. Personal Data Protection in Technology Projects

In addition to intellectual property rights, technology projects may process data relating to their customers, users or employees. Their business models may depend on collecting, storing, analysing or sharing such data with service providers or other third parties.

It is important not to confuse the protection afforded to databases as copyright-protected works with the legal protection applicable to personal data contained within them. Each is governed by a distinct legal regime, with its own subject matter, scope and obligations.

Law No. 151 of 2020 on the Protection of Personal Data establishes the legal framework governing the electronic processing of personal data. Its Executive Regulations, issued by Minister of Communications and Information Technology Decree No. 816 of 2025, further regulate the procedures and requirements for implementing the law.

Consequently, a technology project that collects or processes personal data must do more than comply with intellectual property requirements relating to its software or database. It must also assess the legal basis for collecting and processing such data, identify the respective responsibilities of the controller and processor, regulate access to and use of the data, implement appropriate security measures, and comply with the applicable requirements governing disclosure to third parties or transfers outside Egypt, as the case may be.

This is particularly important where the project engages software development companies, cloud hosting providers or data analytics service providers. Contracts with such entities should not be limited to determining ownership of the software or databases. They should also regulate the parties' responsibilities for processing personal data, the permitted scope of access and use, the measures required to protect the data, and the procedures for handling it upon termination of the contractual relationship.

Compliance with personal data protection requirements therefore constitutes a separate but complementary legal obligation alongside intellectual property protection. Ownership of the software or database does not, by itself, establish the lawfulness of every form of collection or use of the personal data contained therein.

7. Technology Development Agreements and Ownership of Deliverables

Some of the most significant intellectual property disputes involving technology projects arise from the relationship between the project owner and the developer, designer or entity responsible for carrying out the technical work.

A developer may be responsible for creating the software, another party may design the device, and a third party may provide pre-existing components or technical tools. Several individuals or entities may also contribute to the development of different elements of the same project. Without clear contractual arrangements, it may become difficult to determine ownership of the resulting rights or distinguish between work specifically developed for the project and materials owned by the developer before the contractual relationship began.

This requires distinguishing between the rules governing ownership of patents and those governing economic rights in copyright-protected works.

Articles 7 and 8 of the law address inventions developed pursuant to a commission or within an employment relationship and establish specific rules for determining the resulting rights, while preserving the inventor's right to be identified and to receive the applicable remuneration.

As regards copyright-protected works, Article 149 establishes that the transfer of economic rights cannot be presumed in general terms. Such transfer must be made in writing and must expressly and specifically identify the rights being assigned.

Given the differences between these legal regimes, it is insufficient to rely on a general contractual statement that "all rights in the project belong to the project owner" without identifying the nature of each intellectual property asset, the legal regime governing it, and the applicability of the relevant rules on commissioned works, employment relationships, assignments or licences, as the case may be.

From a practical perspective, a technology development agreement should address, at a minimum, the following matters:

1. **Scope of work and deliverables:** Clearly defining the technical work to be performed and the deliverables that the developer is required to provide.
2. **Ownership of developed rights:** Determining ownership of rights in deliverables specifically developed for the project and distinguishing them from tools, software and designs existing before the agreement.
3. **Assignment and licensing:** Identifying the economic rights being assigned or licensed, together with the scope, duration, territorial extent and purpose of each right.

4. **Pre-existing and third-party components:** Regulating the use of tools, software and components owned by third parties and verifying that the necessary licences have been obtained.
5. **Technical handover:** Specifying obligations relating to the delivery of source code, technical files, documentation, databases and operational access credentials.
6. **Future exploitation and development:** Regulating rights relating to modification, further development, maintenance, commercial exploitation and making the product available to third parties.
7. **Third-party rights and warranties:** Determining each party's responsibility for the use of materials or components that infringe third-party rights, together with warranties concerning the validity of rights and the required licences.
8. **Confidentiality and termination:** Regulating confidentiality obligations, restrictions on the use of information or deliverables outside the project, and the procedures for handover, acceptance and termination of the contractual relationship.
9. **Personal data and security:** Establishing the parties' respective responsibilities for processing and securing personal data whenever performance of the agreement involves access to or handling of such data.

These provisions are important not only for preventing disputes between the project owner and the developer, but also for preserving the project's investment value. An investor or prospective purchaser must be able to verify that the company owns the rights it claims to own and is legally entitled to exploit, develop, license and transfer its product without depending on unresolved approvals or consents from other parties.

8. Towards an Integrated Legal Protection Framework

The foregoing demonstrates that a technology project may comprise several distinct legal rights, each subject to its own subject matter, requirements and scope of protection.

A trademark may protect the identity through which consumers recognise a product, while an industrial design protects its external appearance. A patent or utility model may protect a technical solution that satisfies the relevant statutory requirements. Copyright protects computer software and databases as protected works, while the rules governing undisclosed information may protect technical and commercial know-how that satisfies the requirements of secrecy, commercial value and effective protective measures.

These regimes are complemented by personal data protection requirements whenever a project processes individuals' personal data, in addition to the contractual provisions governing ownership and exploitation of deliverables and the relationships with parties involved in the project's development and operation.

None of these regimes replaces the others. Trademark registration does not confer a right to monopolise an industrial design; registration of an industrial design does not protect the technical function of a device; and copyright protection for software does not automatically confer rights in a trademark or an invention associated with it. Likewise, ownership of a database does not exempt its owner from complying with the legal obligations applicable to personal data contained within it.

Accordingly, developing a legal protection strategy should begin with identifying and classifying the project's constituent assets, determining the owner of each right, selecting the appropriate protection mechanism, assessing whether its requirements are satisfied, and determining the appropriate timing for taking the necessary legal steps, while accounting for the consequences of any prior disclosure of an invention or design.

This process should be accompanied by a review of existing and proposed agreements with developers, designers, suppliers and business partners to ensure that the rights arising from the project's development have been clearly regulated, that their assignment or licensing does not leave room for ambiguity or disputes, and that obligations relating to data and confidential information have been addressed separately and comprehensively.

Conclusion

The legal protection of technology projects cannot be achieved merely by registering a trademark, filing a patent application or signing a Non-Disclosure Agreement. It requires an integrated framework combining intellectual property protection, contractual ownership arrangements, the preservation of confidential information and compliance with the legal requirements governing personal data processing.

The importance of this framework increases as a project progresses from the concept and development stages to operation, commercial exploitation or investment. At these stages, the project's true value is no longer linked solely to its physical product, but also to the rights that enable legal control over its components, their exploitation, development and transfer, as well as the project's ability to demonstrate the soundness of its legal position and comply with the regulatory obligations applicable to its activities.

Treating intellectual property, data and contractual relationships as essential components of a project's legal and commercial structure, rather than as mere registration procedures or obligations arising after its establishment, is therefore fundamental to mitigating legal risks, preserving the economic value of innovation, and preparing the project for growth, investment and expansion.

Principal Legislative References

- Law No. 82 of 2002 on the Protection of Intellectual Property Rights, as amended.
- Law No. 151 of 2020 on the Protection of Personal Data.
- Minister of Communications and Information Technology Decree No. 816 of 2025 issuing the Executive Regulations of the Personal Data Protection Law.