

COLLABORATION AGREEMENT

This collaboration agreement is made and entered into this [day] of [month] 2019 (the “Effective Date”) by and between:

- (1) **The Medicines Patent Pool Foundation (“MPP”)**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, Geneva 1202, Switzerland ; and
- (2) **[Name of the IP Office]** (“**[Abbreviation IP Office name]**”), with its registered office at _____.

Each MPP and **[Abbreviation IP Office name]** are referred to in this Collaboration Agreement as a **Party** and collectively as the **Parties**.

WHEREAS MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable medicines by facilitating access to information regarding the intellectual property rights granted to these medicines.

WHEREAS MPP has developed the Medicines Patents & Licences database (MedsPaL), a free resource which provides information on patents, licences and regulatory data exclusivity on patented treatments including, but not limited to, those contained in the World Health Organization (WHO)’s Model List of Essential Medicines (EML), in low- and middle-income countries, enabling users to search by country(ies) and by medicine(s) to obtain information on patents, licences and data exclusivity relevant to each medicine.

WHEREAS **[Abbreviation IP Office name]** manages information concerning the status of patent applications and granted patents in **[name of the country/region]** and is willing to share this information with the MPP, in a formal and regular fashion, in the interest of promoting patent transparency.

WHEREAS MPP and **[Abbreviation IP Office name]** wish to collaborate in order to promote a balanced patent system through patent transparency, in order to improve access to medicines in low and middle-income countries.

WHEREAS both Parties acknowledge that the information compiled and publicly disclosed in MedsPaL, will be of great utility for Governments, Ministers of Health, Procurement Agencies, and in general to the public health community, and will contribute to the efforts by many different stakeholders aiming at improving patent transparency and promoting access to life saving treatments in developing countries.

Now, therefore, in consideration of the foregoing and the mutual agreements set out in this Collaboration Agreement, the Parties agree as follows:

1. SCOPE OF THE COLLABORATION

Once a year, the MPP will provide a list of patent applications (with relevant numbers), which have been filed in **[name of the country/region]**, for which national legal status requires to be [updated/validated/confirmed] (up to a maximum of 30 applications).

Legal status relates to the current legal situation of the patent application or granted patent, as defined by [Abbreviation IP Office name].

Additional information concerning the scope of protection of the patent, as comprised by its claims, may be requested by the MPP.

[Abbreviation IP Office name] agrees to [supply/confirm] to the MPP the up-to-date legal status information for the granted patents or patent applications included in the list developed by the MPP, in order to update the information in MedsPaL, with respect to [name of the country/region], in accordance with [name of the country/region] laws, regulations and practices.

In addition, and after prior request by the MPP, [Abbreviation IP Office name] agrees to [supply/confirm] to the MPP the scope of protection of any such patents, by furnishing copies of the claims.

2. REPRESENTATIVES AND NOTICES

Any notices under this Agreement shall be in writing, signed by the relevant Party to this Agreement and delivered by email to the following persons:

For the MPP:

Mr. Esteban Burrone
eburrone@medicinespatentpool.org
Head of Policy of the Medicines Patent Pool

For [Abbreviation IP Office name]:

Mr/Mrs [full name]
[email address]
[position]

3. PUBLICATION

[Abbreviation IP Office name] acknowledges that the information provided to the MPP under this Agreement will be published in MedsPaL, with the appropriate disclaimer inviting users to contact [Abbreviation IP Office name] to obtain any further information on any given patent application or patent granted identified in MedsPaL.

[Abbreviation IP Office name] moreover acknowledges that the MPP will publish in its Web page and on social media platforms that it has entered into a Collaboration Agreement with [name of the IP Office/Country] for MedsPaL.

4. TERM AND TERMINATION

This Agreement will commence as of the Effective Date set out above, and will remain in force unless terminated by either Party on thirty (30) days written notice to the other Party.

5. SETTLEMENT OF DISPUTES

Any dispute that may arise in connection with the interpretation or implementation of this Collaboration Agreement will be settled by mutual agreement between the Parties, failing which either Party may terminate the Collaboration Agreement without notice period.

6. GENERAL

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement.

Any variation of any term and condition of this Agreement shall only be made in writing and executed by the Parties.

The Parties are independent contracting parties and nothing in this Agreement makes any Party the employee, partner, agent, or legal representative of any other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of any other.

Any provision of this Agreement that is invalid or unenforceable shall be deemed deleted, but only to the extent necessary and remaining provisions remain in full force and effect.

The signing of this Agreement does not imply the transfer of financial resources between the Parties.

IN WITNESS WHEREOF the Parties have caused this Collaboration Agreement to be executed by their respective duly authorized representatives.

For the MPP:	For [Name of the IP Office]:
Mr/Mrs [full name] [position]	Mr/Mrs [full name] [position]

