

# MEMORANDUM OF UNDERSTANDING

between

**the World Health Organization,  
20 avenue Appia, 1211 Geneva, Switzerland  
("WHO")**

and

\_\_\_\_\_,  
**[Insert full name and address of contractual partner]**

**WHEREAS** WHO, through its Department [*insert name of relevant WHO Department*] aims to promote [*insert aims as per programme of work*];

**WHEREAS** the aims of [*insert name of contractual partner*], an [*insert legal status of contractual partner*], are to [*insert aims*];

**WHEREAS** WHO and [*insert name of contractual partner*], hereinafter also referred to as "the Parties", believe that technical collaboration between the two organizations will contribute to the shared goals of promoting the wide availability of safe, effective, and affordable [*insert a description of the type of vaccines, drugs and/or other products of which both parties aim to promote the availability*] to the public, including in particular the public sector of developing countries;

**WHEREAS** the Parties furthermore believe that agreement in advance on certain aspects of individual collaborative projects (as the Parties may identify on a case-by-case basis) will facilitate the early implementation of such projects, in particular by facilitating the conclusion of the agreements to which such projects would be subject;

**NOW**, therefore, the Parties hereby agree as follows:

## **1. Areas of collaboration**

Where possible and appropriate, the Parties wish to collaborate in the following areas:

*[Insert a description of possible areas of collaboration. This could, for example, consist of coordination of activities, exchange of information, collaborative R&D projects, and/or joint training programmes.]*

## **2. Collaborative activities**

Any collaborative activity as outlined in article 1 above shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity shall thus be agreed on a case-by case-basis, subject to a separate exchange of letters or agreement.

### **3. Funding**

- 3.1 Each Party hereto shall be fully responsible for the funding of its activities under this Memorandum of Understanding, except as may otherwise expressly be agreed in any subsequent letter of agreement.
- 3.2 Each Party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices.

### **4. Confidentiality**

It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any such information shall only be shared between the Parties under a separate confidential disclosure agreement, specifically covering such information.

### **5. Publications**

- 5.1 Subject to each Party's proprietary rights and/or the proprietary rights of others, and without prejudice to obligations of confidentiality, the results of any collaborative activity under this Memorandum of Understanding may be published by either Party. The Parties are encouraged to publish the results of their joint work in a collaborative fashion. Guidelines for authorship of major, international, peer-reviewed journals will be used to establish authorship of collaborative publications. In regard to separate publications, it is agreed that in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Party shall transmit to the other party for its review the material intended to be published at least 60 days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of any objection by the other Party within that 60 day period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledge both Parties. In addition to review of the content of publications as referred to above, each Party shall have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that its name be deleted altogether.
- 5.2 Copyright in any jointly prepared publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding shall be vested in WHO and [*insert name of contractual partner*] jointly, who shall each independently and severally be entitled to exploit such copyright in any manner and for any purpose as they may each in their sole discretion deem appropriate, except that no use shall be made of such publications for or in conjunction with commercial and/or promotional purposes.
- 5.3 Copyright in any publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding, and prepared by one of the Parties hereto on its own, shall be vested in that Party, provided however, that any such publication shall be submitted to the other Party for review and comment in accordance with paragraph 5.1 above.

## **6. Products resulting from the collaboration**

- 6.1 The Parties shall make appropriate arrangements to promote that any product which may result from collaborative research and development work undertaken as a result of this Memorandum of Understanding, shall be made widely available to the public on reasonable terms, including in particular to the public sector of developing countries on preferential terms. Any possible additional benefits, including royalties, shall be granted to each Party with due account being taken of the relative value of each Party's financial, intellectual and other contributions to the product (provided that priority shall always be given to the objective of the Parties set forth in the first sentence of this paragraph 6.1).
- 6.2 Ownership of any intellectual property rights arising from collaborative activities under this Memorandum of Understanding shall be agreed by the Parties on a case-by-case basis. However, regardless of whether the Parties shall agree that ownership of the intellectual property rights of a particular collaborative activity shall be vested in WHO and [*insert name of contractual partner*] jointly, or WHO or [*insert name of contractual partner*] alone, or in any third party, the Parties agree that the industrial or commercial exploitation of such rights shall be designed to achieve the objectives set forth in paragraph 6.1 above, and shall be subject to and exercised in accordance with an agreement to be negotiated in good faith between WHO and [*insert name of contractual partner*], or WHO, [*insert name of contractual partner*] and the third party concerned, as the case may be.

## **7. Liability**

- 7.1 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding. Thus, a Party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.
- 7.2 The Parties shall make appropriate arrangements to cover liability risks for any collaborative activities involving product research and development.

## **8. Use of the Parties' names**

Except as explicitly provided in this Memorandum of Understanding, neither Party shall, in any statement or material of a promotional nature, refer to the relationship of the other Party to the collaboration pursuant to this Memorandum of Understanding, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of the other Party.

**9. Relationship of the Parties**

For the purposes of this Memorandum of Understanding, each Party is an independent contractor and not the joint venturer, agent or employee of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for in this Memorandum of Understanding or authorized in writing by the other Party.

**10. Termination**

This Memorandum of Understanding may be terminated by either Party, subject to ..... months' advance written notice to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this Memorandum of Understanding shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination of this Memorandum of Understanding.

**11. Amendments**

This Memorandum of Understanding may only be amended in writing by mutual consent of the Parties.

**12. Settlement of disputes**

Any dispute relating to the interpretation or execution of this Memorandum of Understanding, or of any subsequent exchange of letters or agreement with respect to individual collaborative activities shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or in the absence of agreement, in accordance with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final.

**13. Privileges and Immunities of WHO**

Nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

Agreed and accepted:

For the World Health Organization

For [*insert name of contractual partner*]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: