

**World Health Organization ("WHO")
Standard Terms and Conditions for Transfers of WHO Pandemic Influenza
Preparedness Materials**

This document must accompany all shipments of WHO PIP Materials as defined below

The biological materials contained herein shall be referred to as "WHO Pandemic Influenza Preparedness materials" 'or "WHO PIP Materials".

These WHO PIP Materials have been produced through the collaboration of public health laboratories working within the Global Influenza Surveillance Network coordinated by the World Health Organization. These WHO PIP Materials are essential for public health purposes.

The WHO PIP Materials may be used by Recipient subject to the following Standard Terms and Conditions:

1. The WHO PIP Materials contained in this shipment are provided on behalf of the World Health Organization (WHO) as the coordinator of the Global Influenza Surveillance Network.
2. Recipient of the WHO PIP Materials the following shall:
 - ❖ Comply with the established charge schedule attached hereto.¹
 - ❖ Apply tiered pricing in pandemic times
 - ❖ If intellectual property rights are obtained on inventions derived from the use of WHO PIP Materials, the holder of such rights should grant to WHO a non-exclusive, royalty-free license, which WHO will sub-license to interested developing countries, for the purpose of maximizing availability of critical benefits on non-profit basis, such as vaccines and anti-virals for pandemic influenza preparedness purposes.
 - ❖ Consider providing in-kind contributions to global preparedness stockpiles.
 - ❖ Provide information to WHO about further transfers of these WHO PIP Materials, including all relevant information regarding the identity of such recipients.
 - ❖ Encourage the publication of the results of any research in scientific publications and in the event of publication, to coordinate with WHO to ensure acknowledgment of the contribution of the appropriate WHO Network institutions.
 - ❖ Consider providing further benefit sharing on an *ad hoc* basis
3. Neither WHO nor the laboratory shipping the WHO PIP Materials contained herein make any warranties as to the safety of the WHO PIP Materials contained, or as to the accuracy or correctness of any data provided with them. Neither do they make any warranties as to the quality, viability, or purity (genetic or mechanical) of the WHO PIP Materials being furnished. The Recipient assumes full responsibility for complying with its national bio-

¹ Such charge schedule to be developed through appropriate studies and consideration

security and bio-safety regulations and rules as to import, export or release of biological materials, on the understanding that such regulations and rules shall, at a minimum, meet the relevant WHO standards that are current at the time of the acceptance of the WHO PIP Materials.

4. Any and all further transfers of WHO PIP Materials shall be subject to these Standard Terms and Conditions. The sending laboratory shall clearly mark the materials as "WHO PIP Materials" and include a copy of these Standard Terms and Conditions with any such shipments.
5. Acceptance by Recipient of the WHO PIP Materials contained herein constitutes acceptance of these Standard Terms and Conditions. If a Recipient does not agree to these Standard Terms and Conditions, it shall immediately notify the providing laboratory to arrange their return.
6. Any questions or disputes relating to the interpretation or implementation of these Standard Terms and Conditions shall be brought to the attention of WHO. No public health laboratories working within the Global Influenza Surveillance Network coordinated by the World Health Organization will be subject to dispute settlement actions relating to interpretation or implementation of these Standard Terms and Conditions.
7. Dispute settlement may be initiated by WHO or the Recipient. Any matter relating to the interpretation or application of these Standard Terms and Conditions which is not covered by its terms will be resolved by reference to the laws of Switzerland. Any dispute relating to the interpretation or application of these Standard Terms and Conditions will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the rules of the International Chamber of Commerce. The parties will accept the arbitral decision as final. Any costs associated with dispute settlement shall be shared as assessed by the arbitral panel.
8. This Agreement shall remain in force as long as the Framework remains in effect.