



LALIVE

THE DISPUTES POWERHOUSE

Geneva Pharma Network

Lunch and Learn. Everything you want to know about patent in pharma!

Licence/distribution agreements

Thomas Widmer, LALIVE

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- Overall presentation of licence agreements (sui generis, contractual freedom, registered/unregistered [ATF 135 III 656 for patent licenses], etc.)
- Licensed right(s): patents, trademarks, designs, copyright, know-how
- Exclusivity? «sole», «exclusive», «non-exclusive»
- Territory
- Duration
- Royalties (flat, proportionnal, minimum)

- Goal and scope (type of products, manufacture, commercialization, marketing, exportation/importation, etc.)
- Undertakings of the licensor (permit use of the IP right(s), no infringement of 1/3 parties' IP, maintain the validity of the IP right[s], etc.)
- Undertakings of the licensee (use of the licensed IP right[s] e.g. if licence is exclusive and royalties are proportional, accept validity of IP right[s], etc.)
- Standing of licensee to sue third parties

- Right to sub-license (difference between exclusive and non-exclusive licenses)
- Effect of cancellation/expiration of licensed IP rights
- Change of control clauses
- Effects of bankruptcy of licensor (TF, 4A_317/2016; difference bw registered and unregistered licences) or licensee. Principle: no reason for early termination

- Termination rights
- Effects of termination/expiration of the agreement, on e.g. remaining stock, Marketing Authorization, etc.
- Applicable law
- Jurisdiction (arbitration/ litigation/mediation)