

MEMORANDUM OF UNDERSTANDING

between

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

and

**Osservatorio Nazionale sulla salute della Donna
(National Observatory on Women's Health)
Via Fatebenefratelli 17
20121 Milano - Italy
("O.N.Da")**

WHEREAS WHO, through its Department of Reproductive Health and Research aims to promote advancements in sexual and reproductive health.

WHEREAS the aims of O.N.Da are:

- To create awareness and better understanding of the health pathologies that affect women.
- To promote research on the implications that women's pathologies have on political, social as well as economic levels.
- To influence public health policies that consider both biological and gender-related differences. The different health needs of women and men should be reflected at all stages of policy and programme development.

WHEREAS WHO and O.N.Da, hereinafter also referred to as "the Parties", believe that technical collaboration between the two organizations will contribute to the shared goals of creating a better understanding of women's health issues and related policies that could contribute to improved sexual and reproductive health.

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:

- Organization of annual meetings with a group of Italian Parliamentarians on issues relevant to sexual and reproductive health. The first meeting will be



organized in Geneva in January 2009 and will focus on the use of caesarean section and universal access to sexual and reproductive health care.

- Design and implementation of public awareness and communication activities to provide information about sexual and reproductive health.

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.

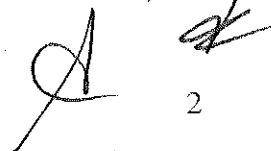
3. Confidentiality

Except as explicitly provided in this Memorandum of Understanding, each Party shall take all reasonable measures to keep confidential any information specifically marked "confidential" about the other Party that comes to its knowledge during the implementation of this Agreement. However, there shall be no obligation of confidentiality where: (i) the information is publicly available, or becomes publicly available, otherwise than by action or omission of the receiving Party; or (ii) the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the other Party. In the event that a Party is in possession of special confidential information, which is proprietary to it or to third parties collaborating with it, that Party may require the conclusion of a separate confidential disclosure agreement for the sharing of such information with the other Party.

Unless another period is stipulated by the Party providing the information, the obligation of this article 3 shall continue for a period of ten (10) years after the termination of this Memorandum of Understanding.

4. Publications

- 4.1 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 (sixty) 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



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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.

- 4.2 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 O.N.Da 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.
- 4.3 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 comments in accordance with paragraph 4.1 above.

5. Products resulting from the collaboration

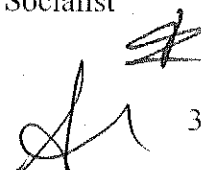
5.1 The Parties shall make appropriate arrangements to promote that any product which may result from collaborative research and development work undertaken as a result of this Memorandum of Understanding, shall be made widely available to the public on reasonable terms, including in particular to the 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 5.1).

5.2 For the purpose of this Agreement:

(a) "Public Sector Agency" means a government, or a department or agency thereof, or a recognized non-profit organization or entity, including WHO and any other organization within the United Nations system.

(b) "Distribution Through the Public Sector" means disposal or use by or on behalf of a Public Sector Agency of the Product free of charge or at a nominal charge, including social marketing.

(c) "Developing Country" means any country other than Andorra, Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Luxembourg, Monaco, the Netherlands, New Zealand, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, the United Kingdom, and the United States of America. For the purpose of this Agreement, the status of any republic, previously included in the former Union of the Soviet Socialist Republics and the former Federal Socialist



Republic of Yugoslavia, as well as Albania, Bulgaria, the Czech Republic, Hungary, Poland, Romania, and the Slovak Republic, shall be determined by the first document emanating from the United Nations system classifying or listing it as either a developed, a developing, or least developed country. Republics classified or listed in such document as a developing or least developed country shall be deemed as a Developing Country under this Agreement.

- 5.3 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 O.N.Da jointly, or WHO or O.N.Da 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 5.1 above, and shall be subject to and exercised in accordance with an agreement to be negotiated in good faith between WHO and O.N.Da, or WHO, O.N.Da and the third party concerned, as the case may be.

6. Liability

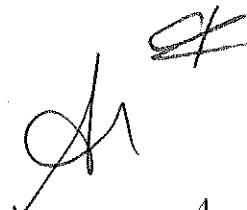
- 6.1 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding. Thus, a Party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's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

7. 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.

8. Relationship of the Parties

For the purposes of this Agreement, 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.

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9. Termination

This Memorandum of Understanding may be terminated by either Party, subject to 90 days' 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.

10. Amendments

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

11. 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.

Agreed and accepted:

For World Health Organization



Name: Dr Paul Van Look
Title: Director, Reproductive
Health and Research

Date: 20/01/2009

For Osservatorio Nazionale sulla salute
della Donna



Name: Francesca Merzagora
Title: President

Date: