TRIPS—Article 28—Rights Conferred

1. **A patent shall confer** on its owner the following exclusive rights:

   (a) where the subject matter of a patent is a product, to prevent third parties not having the owner's consent from the acts of: making, using, offering for sale, selling, or importing for these purposes that product;

   (b) where the subject matter of a patent is a process, to prevent third parties not having the owner's consent from the act of using the process, and from the acts of: using, offering for sale, selling, or importing for these purposes at least the product obtained directly by that process.

2. **Patent owners shall also have the right** to assign, or transfer by succession, the patent and to conclude licensing contracts.

TRIPS—Article 30—Exceptions to Rights Conferred

Members **may provide [1] limited exceptions** to the exclusive rights conferred by a patent, **provided** that such exceptions **[2] do not unreasonably conflict with a normal exploitation of the patent** and **[3] do not unreasonably prejudice the legitimate interests** of the patent owner, taking account of the legitimate interests of third parties.

TRIPS—Article 13—Limitations and Exceptions

Members **shall confine** limitations or exceptions to exclusive rights **[1] to certain special cases** which **[2] do not conflict with a normal exploitation** of the work and **[3] do not unreasonably prejudice the legitimate interests** of the right holder.

Canadian Patent Law § 55.2(1)—Regulatory Exception

It is not an infringement of a patent for any person to make, construct, use or sell the patented invention solely for uses reasonably related to the development and submission of information required under any law of Canada, a province or a country other than Canada that regulates the manufacture, construction, use or sale of any product.

Canadian Patent Law § 55.2(2)—Stockpiling Exception

It is not an infringement of a patent for any person who makes, constructs, uses or sells a patented invention in accordance with subsection (1) to make, construct or use the invention, during the applicable period provided for by the regulations, for the manufacture and storage of articles intended for sale after the date on which the term of the patent expires.

TRIPS—Article 31—Other Use Without Authorization of the Right Holder

Where the law of a Member allows for other use of the subject matter of a patent without the authorization of the right holder, including use by the government or third parties authorized by the government, the following provisions shall be respected:

(a) authorization of such use **shall be considered on its individual merits**;

(b) such use may **only be permitted if**, prior to such use, **the proposed user has made efforts to obtain authorization from the right holder on reasonable commercial terms and conditions and that such efforts have not been successful within a reasonable period of time**. This requirement may be waived by a Member in the case of a national emergency or other circumstances of extreme urgency or in cases of public non-commercial use. . . .

(c) the **scope and duration of such use shall be limited to the purpose for which it was authorized** . . . .

(d) such use **shall be non-exclusive**;

(e) such use **shall be non-assignable**, except with that part of the enterprise or goodwill which enjoys such use;

(f) any such use shall be **authorized predominantly for the supply of the domestic market** of the Member authorizing such use;

(g) **authorization** for such use **shall be** liable, subject to adequate protection of the legitimate interests of the persons so authorized, to be **terminated if and when the circumstances which led to it cease to exist and are unlikely to recur**. The competent authority shall have the authority to review, upon motivated request, the continued existence of these circumstances;

(h) the right holder **shall be paid adequate remuneration** in the circumstances of each case, taking into account the economic value of the authorization;

(i) the **legal validity of any decision relating to the authorization** of such use **shall be subject to judicial review or other independent review** by a distinct higher authority in that Member;

(j) **any decision relating to the remuneration** provided in respect of such use **shall be subject to judicial**

review or other independent review by a distinct higher authority in that Member;

(k) Members are not obliged to apply the conditions set forth in subparagraphs (b) and (f) where such use is permitted to remedy a practice determined after judicial or administrative process to be anti-competitive. . . .

(l) where such use is authorized to permit the exploitation of a patent ("the second patent") which cannot be exploited without infringing another patent ("the first patent"), the following additional conditions shall apply:

(i) the invention claimed in the second patent shall involve an important technical advance of considerable economic significance in relation to the invention claimed in the first patent;

(ii) the owner of the first patent shall be entitled to a cross-licence on reasonable terms to use the invention claimed in the second patent; and

(iii) the use authorized in respect of the first patent shall be non-assignable except with the assignment of the second patent.

TRIPS—Article 33—Term of Protection

The term of protection available shall not end before the expiration of a period of twenty years counted from the filing date.[fn]

[fn] It is understood that those Members which do not have a system of original grant may provide that the term of protection shall be computed from the filing date in the system of original grant.

TRIPS—Article 70—Protection of Existing Subject Matter

1. This Agreement does not give rise to obligations in respect of acts which occurred before the date of application of the Agreement for the Member in question.

2. Except as otherwise provided for in this Agreement, **this Agreement gives rise to obligations in respect of all subject matter existing at the date of application of this Agreement for the Member in question, and which is protected in that Member on the said date,** or which meets or comes subsequently to meet the criteria for protection under the terms of this Agreement. . . .

3. There shall be no obligation to restore protection to subject matter which on the date of application of this Agreement for the Member in question has fallen into the public domain.