



# PATENT ARBITRATION

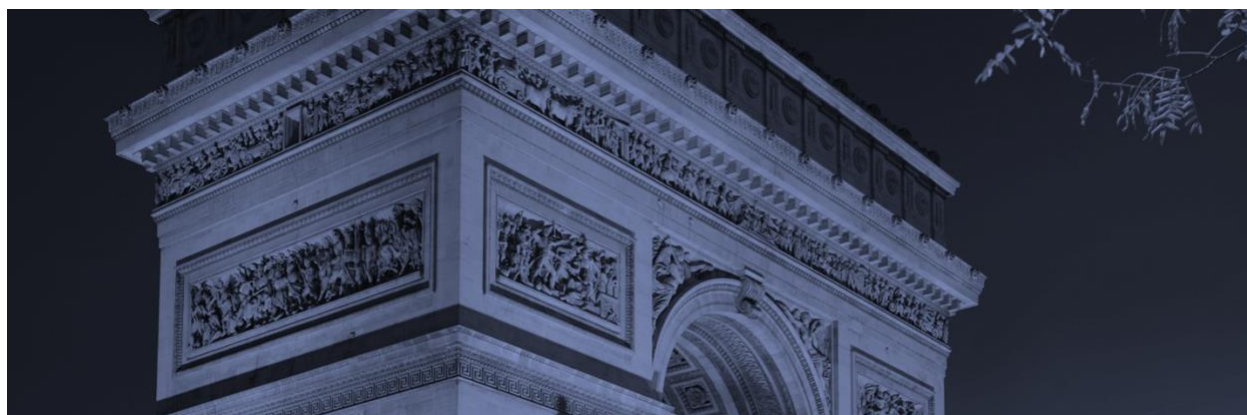
The Patent Mediation and Arbitration  
Centre (PMAC)

# INTRODUCTION

**As of 2 June 2026, the [Patent Mediation and Arbitration Centre](#) offers European businesses the first purpose-built arbitration forum for patent disputes — anchored within the same treaty framework as the [Unified Patent Court](#).**

Patent arbitration has grown rapidly. In [2025](#), the [WIPO Arbitration and Mediation Center](#) (WIPO AMC) registered a 40% increase in patent disputes compared to [2024](#), reflecting the growing prominence of the WIPO AMC. Presumably, this trajectory will continue as technology's share of global economic value keeps growing according to the [International Monetary Fund](#).

The PMAC adds a decisive new dimension to this landscape. This is why, in this White Paper, we set out how the PMAC works, why it offers compelling advantages over litigation, and what companies should do now to benefit from it. Our core recommendations: consider updating your arbitration clauses and engage experienced counsel and arbitrators with the necessary expertise.



# THE PATENT MEDIATION AND ARBITRATION CENTRE

The Patent Mediation and Arbitration Centre (PMAC) was established under the same treaty as the Unified Patent Court (UPC) — the Agreement on a Unified Patent Court (UPCA). Currently, the UPCA is in force in 18 of the 27 EU Member States:



*The UPCA is in force in Austria, Belgium, Bulgaria, Denmark, Estonia, Finland, France, Germany, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Slovenia, and Sweden.*

## In Tandem with the Unified Patent Court

The PMAC is an integral part of the UPC, which has been operational since June 2023. The main purpose of the UPC is to centralize the fragmented landscape of national patent litigation.

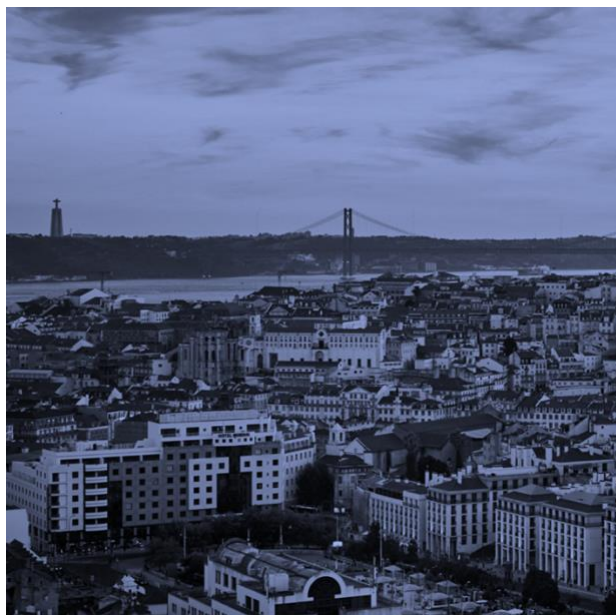
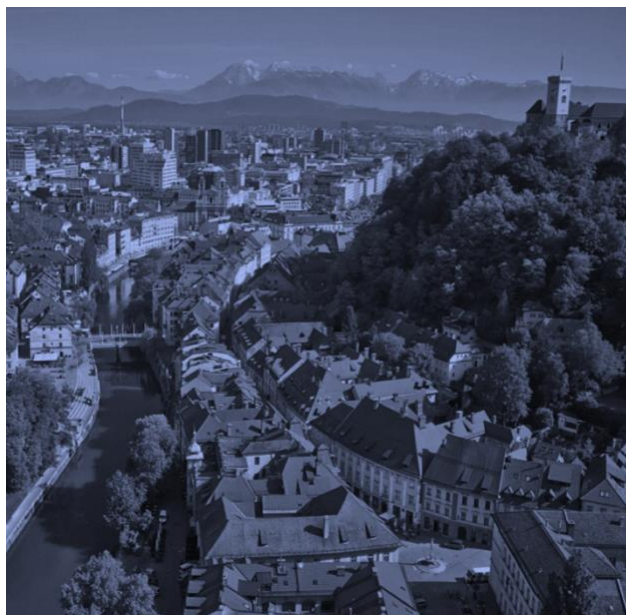
Its jurisdiction covers the following forms of patent protection:

- A traditional **European patent** is a bundle of national patents granted by the European Patent Office under the [European Patent Convention](#) and validated and maintained in each country individually. During the [transitional period](#), the UPC shares jurisdiction over such patents with the national courts, and patent owners may opt out of the UPC system altogether.
- [Within the system of the European Patent Convention](#), almost all EU Member States have created the **European patent with unitary effect**. It is also granted by the European Patent Office, requires only one validation, and provides [uniform protection](#) across all participating Member States. The UPC has exclusive jurisdiction over the infringement and revocation of European patents with unitary effect.
- A **supplementary protection certificate** extends the term of a patent for specific [pharmaceuticals](#) and [plant protection products](#), compensating for time lost in the regulatory approval process. The UPC has jurisdiction over such certificates extending a patent that itself falls within the UPC's jurisdiction.

## Two Pathways to the PMAC

Disputes can reach the PMAC through two routes.

First, parties who have already included an arbitration clause in their contract — or who conclude a submission agreement after a dispute arises — may initiate PMAC proceedings directly.

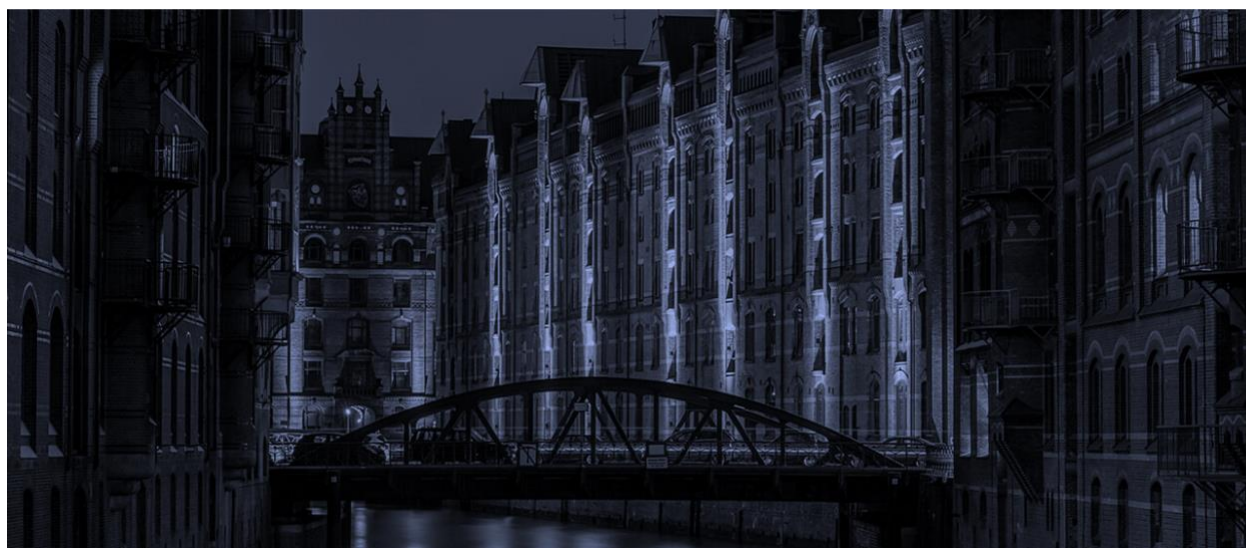


*The PMAC has its seat in Ljubljana, Slovenia (left) and Lisbon, Portugal (right).*

Second, where litigation before the UPC is already pending, the UPC is allowed by its [Rules of Procedure](#) to invite the parties to consider referring their case to the PMAC. This offers a unique avenue allowing arbitration to be explored even after court proceedings have commenced. The [increasing caseload](#) of the UPC might constitute an incentive to make use of this referral mechanism. A UPC referral does not, however, by itself create the basis for arbitration: the parties must still conclude an arbitration agreement.

## Jurisdictional Scope

The UPC already represents a significant improvement over the fragmented procedures of national courts. But its reach remains confined to Europe. Since PMAC arbitration is ultimately grounded in the parties' agreement, a single proceeding can encompass patents validated anywhere in the world. For technology companies with global portfolios, this distinction is decisive.



PMAC arbitration requires a dispute **falling within the scope of the UPCA**. As long as this requirement is met, however, a PMAC arbitration can reach well beyond that starting point: the scope may cover all “**related disputes**”. These may involve any other intellectual property or be of some other commercial nature, only provided there is a factual, legal or commercial nexus with a patent right within the UPC’s jurisdiction. The jurisdiction of a PMAC tribunal may therefore exceed the jurisdiction of the UPC itself.

## The Proceedings at a Glance

Once initiated, proceedings follow a structured but flexible path modeled on established commercial arbitration rules, which are [accessible online](#).

- The claimant files a request for arbitration and the respondent has 30 days to respond.
- The tribunal is then constituted; parties may draw on the PMAC's [roster of vetted specialists](#). A case management conference sets the procedural timetable. Written submissions, evidence gathering, and an oral hearing follow.
- The tribunal targets a final award within a year. For smaller disputes (up to EUR 1 million), an [expedited six-month procedure](#) is available.

## Dual Enforcement

The PMAC's connection to the UPC creates a novel enforcement pathway. The [UPC may confirm consent awards](#), transforming them into directly enforceable UPC judgments. Crucially, such a judgment is intended to be enforceable not only across all UPCA Contracting States but — by virtue of the [Brussels I Recast Regulation](#) (and the Lugano Convention) — throughout all 27 EU Member States. Parties may thus choose between two enforcement routes: the UPCA mechanism described above, or the [New York Convention](#), which has its own appeal with near-universal reach across [172 Contracting States](#).

# WHY CHOOSE ARBITRATION

The launch of the PMAC reflects that, for many companies, arbitration is no longer the alternative to litigation — it is the preferred forum. Three features explain why.



## Choice of Decision-Maker

Patent disputes require decision-makers who understand the law, the technology, and the market. In arbitration, parties can choose the arbitrator best suited to the specific dispute, depending on the particular technology, industry sector, or legal tradition. Both the PMAC and the WIPO AMC maintain [curated rosters](#) from which the parties can choose.

## Confidentiality

Court proceedings are largely public, but patent disputes routinely involve sensitive information. Arbitration addresses this directly. Under both WIPO AMC and PMAC rules, proceedings are private and

confidential by default: hearings are closed, submitted materials are protected, and the final award is not disclosed. For FRAND disputes, both forums offer enhanced regimes, including attorneys'-eyes-only access and the appointment of a confidentiality advisor.

## International Enforceability

Arbitral awards benefit from the enforcement regime of the [New York Convention](#), adopted by [172 Contracting States](#) — they can be enforced virtually anywhere. While States may refuse recognition and enforcement if the subject matter is not arbitrable, the arbitrability of patent disputes is increasingly accepted as a matter of principle. Multiple jurisdictions, including the [United States](#), [France](#), [Belgium](#), [Singapore](#), and [Hong Kong](#) expressly recognize that patent disputes are arbitrable. Germany has moved substantially in the same direction. Although the Federal Court of Justice [has recently left the question open](#), the Regional Court of Munich [has indicated](#) that a blanket exclusion of patent disputes from arbitration is not warranted, and near-unanimous academic support reinforces this trajectory.

## CONCLUSION

The PMAC represents the most significant structural development in European patent dispute resolution since the UPC itself. For many cases, it will be an important option for the resolution of patent disputes. Companies that review their dispute resolution clauses now and engage experienced counsel and arbitrators will be better placed to protect their interests when disputes arise.

# CHECKLIST

The PMAC's launch is not a development to be observed from a distance. We recommend the following steps:

## I. Review Your Arbitration Clause

The most important action is to include a well-drafted arbitration clause. The PMAC provides the following [model clause on its website](#):

*Any dispute, controversy or claim arising out of or in connection with this Agreement, including but not limited to the Agreement's formation, interpretation, validity, breach or termination thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Patent Mediation and Arbitration Centre (PMAC).*

Furthermore, the parties may designate the number of arbitrators, the applicable law, the seat, and the language. Even where parties have not previously agreed to arbitrate their dispute, they can still opt for the PMAC by concluding a [submission agreement](#).

## II. Select Your Counsel and Arbitrators Carefully

The quality of an arbitration is only as good as the quality of its tribunal. We recommend careful selection of arbitrators. The PMAC offers a [roster of specialists](#) with the necessary expertise in patent matters. Equally, engaging counsel with experience in patent arbitration is essential to navigating the PMAC framework effectively.

## ABOUT HANEFELD

Founded in 2011 as the first dispute resolution boutique in Germany, HANEFELD has grown into a leading international practice with offices in Hamburg and Paris. The firm's members act as counsel and arbitrators in complex commercial and treaty-based arbitrations and alternative dispute resolution proceedings worldwide. HANEFELD's partners are consistently recognized as leading practitioners in international arbitration. The firm operates under all major institutional rules and has experience in disputes seated across more than 30 jurisdictions.

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