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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MEDICINE PATENT POOL FOUNDATION  
AND ViiV HEALTHCARE LTD**

This Memorandum of Understanding ("MOU") is made as of 13 February 2013 (the "Commencement Date") by and between the Medicines Patent Pool Foundation ("MPPF"), a not-for-profit corporation organised under the laws of Switzerland, whose business headquarters is located at 150 route de Ferney, P.O. Box 2100, CH-1211 Geneva 2, and ViiV Healthcare Ltd, a for-profit corporation organised under the laws of the United Kingdom, whose headquarters is located at 980 Great West Road, Brentford, TW8 9GS ("ViiV"). ViiV and the MPPF together the "**Parties**":

**Recitals:**

- WHEREAS, the treatment for Paediatric HIV is recognised by the international community as a medical priority whereby collaborations are required to implement innovative solutions to broaden access and scale up to efficacious paediatric HIV treatment;

- WHEREAS, MPPF is committed to improve the health of people living with HIV in Low and Middle Income Countries by increasing access to quality, safe efficacious and affordable medicines by facilitating access to intellectual property on antiretrovirals ("ARVs");

- WHEREAS, ViiV is engaged in the development, manufacture, registration and approval, and supply and sale of ARVs and other novel medicines to treat HIV worldwide;

- WHEREAS, the Parties wish to collaborate with the goal of facilitating access to intellectual property on ARVs and delivering Catalytic Interventions (as defined below) to broaden access to treatment of paediatric HIV in the developing world on an affordable yet sustainable basis (the "Collaboration");

- WHEREAS, the Parties wish to record the potential framework for such Collaboration in this MOU; and

- WHEREAS this MOU is not intended to be legally binding except as specifically set out in Section 7;

NOW THEREFORE, the Parties wish to record the following:

**(1) Description of the Collaboration.** The Parties wish to accomplish the following objectives through this Collaboration:

- a)** Licensing of Abacavir and Abacavir-containing formulations for paediatric HIV treatment.

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- b) If and when ViiV receives FDA or EMA approval for any of its current pipeline products, such products for paediatric HIV treatment will be eligible to be licensed to the MPPF for the same territorial scope of the Abacavir licence agreement referenced in sub-clause (a), subject to agreement of the terms of such licence.
  - c) The Parties acknowledge that in the field of paediatric HIV treatment, there are formulations for which access to patents alone is likely not to be sufficient for rapid development and access to paediatric formulations of ARVs. In such cases the Parties further agree that (i) formulation development and manufacturing technology transfers, (ii) access to regulatory data, and (iii) partnerships that develop new fixed dose combinations (FDCs) can all serve as catalysts (“Catalytic Interventions”) for development of products that would otherwise not be developed. ViiV and the MPPF are committed to collaborate on the use of such Catalytic Interventions to improve access to paediatric HIV products, including, but not limited to, approaching third parties with relevant IP and/or expertise for the development of needed paediatric ARV formulations.
  - d) Both Parties will seek to support the development of generic manufactured paediatric products in a manner consistent with World Health Organisation pre-qualification standards or the standards of a Stringent Regulatory Authority to optimise access and scale up of paediatric treatment.
  - e) Where novel ARVs formulations are developed by MPPF licensees, ViiV and MPPF will explore further mechanisms to ensure their availability outside the defined licensed territory to as many children in need as possible.
  - f) MPPF will carry out detailed research to define the clinical unmet product(s) and formulation(s) need within the existing paediatric treatment landscape for ViiV’s products to be used for paediatric HIV treatment and will share such research with ViiV.
  - g) MPPF will identify appropriate generic manufacturing or other partners that have the R&D, manufacturing and/or commercial capabilities to produce and supply paediatric products derived using ViiV’s patents and Catalytic Interventions at prices that will facilitate access to such products, and will provide to ViiV such supporting information as ViiV reasonably requests to support such identification.

**(2) Press Releases.** Any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements. On submission of a draft press release or similar to a Party, the receiving Party shall endeavour to review and provide comments to the sending Party within 10 business days of receipt.

**(3) Other Efforts.** The Parties to this Agreement may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this MOU prior to the execution of legally-binding documentation. Such additional efforts shall be separately agreed

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upon, in writing, by the Parties and will be made a part of this MOU by being attached as an addendum and/or amendment to this MOU.

**(4) Intellectual Property.** This MOU shall not be construed as a waiver of any ViiV Intellectual Property rights anywhere in the world, nor shall it be construed as a grant of rights, by license or otherwise, to MPPF or any other party to use any ViiV Intellectual Property rights anywhere in the world for any purpose. Requests for licences to use ViiV Intellectual Property rights shall be submitted to ViiV and shall require written approval and the relevant legal documentation to be executed prior to any such use and rights being granted.

**(5) Confidentiality.**

a) During the course of this MOU, the Parties may make available to each other certain Confidential Information (as hereinafter defined) or one party may otherwise learn of Confidential Information belonging to the other party. For purposes of this Section, "**Confidential Information**" means any and all confidential or proprietary information regarding a party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a party not otherwise in violation or breach of this Agreement or any other obligation of one party to the other, or (iii) which was rightfully known to a party prior to entering into this Agreement.

b) The Parties shall hold in strictest confidence any of the other party's Confidential Information; and shall not distribute, disclose or convey Confidential Information to any third party and shall not make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing to the contrary notwithstanding, the Parties shall not be in violation of this subsection in the event that a party is legally compelled to disclose any of the Confidential Information.

c) Any legally-binding documentation entered into by the Parties in relation to this MOU and the Collaboration shall contain relevant clauses relating to confidentiality of information.

**(6) Severability.** If, for any reason, any part of this Agreement is held to be invalid, that ruling shall not impair the operation of such other parts of this Agreement as may remain otherwise intelligible.

**(7) Status of MOU.** The Parties agree to be bound by the provisions of Sections 2, 3, 5, 6 and 7 and agree that the remaining Sections of this MOU are not intended to be binding, and represent

the framework for future discussions between the Parties in relation to the Collaboration. The commencement of any activity contemplated by this MOU shall be subject to the agreement and execution of legally-binding documentation.

**THE MEDICINES PATENT POOL FOUNDATION**

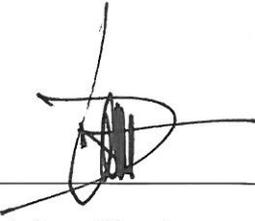
**VIIV HEALTHCARE LTD.**

BY:  \_\_\_\_\_

Name: Gregg Perry

Title: Executive Director

Date: 13.02.2013.

BY:  \_\_\_\_\_

Name: Dominique Limet

Title: CEO

Date: 13.2.2013