

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MEDICINES PATENT POOL FOUNDATION  
AND AUROBINDO PHARMA LIMITED**

This Memorandum of Understanding (“MOU”) is made as of **4<sup>th</sup> January, 2018** (“**Effective Date**”) by and between the **Medicines Patent Pool Foundation (“MPP”)**, a not-for-profit organised under the laws of Switzerland, whose headquarters is located at Rue de Varembe 7, 1202 Geneva, Switzerland and **Aurobindo Pharma Limited (“APL”)** a for-profit corporation organised under the laws of India, whose headquarters is located at Plot No. 2 Maitrivihar, Ameerpet, Hyderabad 500038, India. MPP and APL will be referred to individually as a “**Party**” and collectively as “**Parties**” to this MOU.

**Background and objective**

**I.** After the registration of dolutegravir (DTG) by the US Food and Drug Administration (Aug-13) and European Medicines Agency (Jan-14), the drug was included in the 2015 WHO guidelines on the use of antiretroviral drugs for treating HIV infection. DTG also features prominently on WHO-MPP forecasts. Several experts believe that DTG has a critical role to play in improving current treatment options due to its lower dosage, better clinical outcomes, improved safety profile and high barrier to resistance.

**II.** MPP and the originator of DTG, ViiV Healthcare Company (“**ViiV**”) have signed licence agreements for DTG, under which MPP has licensed DTG to 13 generic manufacturers. MPP is working with these manufacturers to facilitate development and availability of the DTG and DTG containing formulations (DTG Products) through product development support and creating visibility of progress of the same to relevant stakeholders.

**III.** APL has a similar but direct licence for DTG with ViiV, hence MPP’s updates on development status of DTG Products do not include information on APL’s DTG Products.

**IV.** MPP and APL are willing to collaborate for timely development and availability of DTG Products in as many countries in the territory of ViiV-APL licence for DTG through exchange of relevant information on APL’s DTG Products.

NOW, THEREFORE:

**1. Scope of Collaboration**

The MPP and APL agree to cooperate for the purposes of information sharing, technical assistance, sharing business opportunities, with objective to fast track development and uptake of DTG Products in the territory of the ViiV-APL licence.

**1.1** On a quarterly basis for DTG Products, APL agrees to share with MPP:

- Development timelines for key steps under development
- Regulatory status (current and future planned filings)
- Technical and regulatory challenges being faced by APL and development and regulatory filings
- Sales by country

**1.2** On a quarterly basis, MPP will share information on:

- Comparative analysis depicting APL's development and filing timelines versus MPP licensees' average development and filing timelines
- NDRA filing opportunities in low- and- middle income countries

In addition to above, MPP may also support APL through its technical experts for troubleshooting of technical and regulatory challenges where possible.

Further, MPP will share with APL any business leads and opportunities that come MPP's way equitably as it does with all its partner companies. MPP will also share APL's state of readiness of various DTG Products with funders and procurement agents that ask MPP for such information relating to MPP partner companies or with whom MPP proactively shares such information.

## 2. Confidentiality

"Confidential Information" will comprise all information related to any Party including but not limited to products under development, patents, trademarks, trade secrets, processes, techniques, scientific information, financials, development timelines, sales report, regulatory filing plans and other information whenever conceived and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether in written or tangible form.

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 in its raw form and in way that such disclose could identify APL. MPP will use the information for the larger benefits of the HIV patients and treatment, and within the scope and objectives of this MOU. MPP will ensure that the APL's Confidential Information will be blended with information from all MPP licensees before sharing or presenting to third parties.

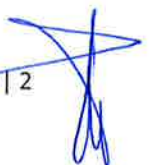
Neither Party is obligated to maintain in confidence or to refrain from disclosing or using any Confidential Information, if such information:

- (a) was known to the receiving Party prior to being received from the disclosing Party as evidenced by the receiving Party's written records;
- (b) is, or without the fault of the receiving Party (or any of its Representatives), becomes part of the public domain,
- (c) is received by the receiving Party from a third party having, to recipient's knowledge, no obligation of confidence and non-use to the other party hereto; or
- (d) is developed by or on behalf of the receiving Party without reliance on the Confidential Information as evidenced by the receiving Party's written records.

In case of termination of this MOU, the confidentiality clause will remain binding to all parties for at least 2 years from the date of termination.

## 3. Public announcement/Press Release

The Parties may make joint or individual public announcement on 1) execution of this MOU, 2) on achievement of a significant step/objective under the MOU. For individual announcement, the announcing party will share a draft Press Release with the other Party at least 15 days before the planned date of Press Release.

#### 4. Term

This MOU shall become effective on the Effective Date and continue in force until the date of termination, by any cause, of the MPP-APL or the MPP-ViiV licence for DTG.

#### 5. Severability

If for any reason, any part of this MOU is held to be invalid, that ruling shall not impact the operation of such other parts of the MOU.

#### 6. Governing Law

This MOU shall be governed by English laws.

This MOU may be executed in any number of counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

**The Medicines Patent Pool Foundation**

**Aurobindo Pharma Limited**

By:  \_\_\_\_\_

Name: Marie - Paule Kiery  
Title: Chair of the Governance Board

By:  \_\_\_\_\_

Name: Mr. G.P. Prasad  
Title: Sr. VP (G.F.O.D.)



Medicines Patent Pool  
Rue de Varembé 7  
1202 Geneva  
Switzerland

