



The Medicines Patent Pool Foundation
Rue de Varembe 7
1202 Geneva
Switzerland

Attention: Sandra Nobre

Aurobindo Pharma Limited
Plot No. 2 Maitrivihar
Ameerpet
Hyderabad 500038
India

Attention: Umesh K

11th September 2019

Dear Sirs

Memorandum of Understanding ("MOU") between ViiV Healthcare UK Limited ("ViiV UK"), The Medicines Patent Pool Foundation ("MPP"), and Aurobindo Pharma Limited ("Aurobindo") (each a "Party" and together the "Parties")

This MOU sets out the terms on which the Parties have agreed to share certain data, described below. It is not intended to be legally binding except as specifically set out below. In this MOU we refer to:

1. the amended and restated adult and paediatric dolutegravir head-licence agreements between ViiV Healthcare Company ("**ViiV US**") and MPP, dated 20 July 2018 and 21 March 2019 respectively (together, the "**Head-Licence**");
2. the adult and paediatric dolutegravir licence agreements between ViiV US and Aurobindo, dated 18 December 2018 and 05 June 2019 respectively (together, the "**Direct Licence**"); and
3. the memorandum of understanding between MPP and Aurobindo for the exchange information to fast-track the development and uptake of dolutegravir, including information relating to Aurobindo's sales by country (the "**Aurobindo Data**"), dated 04 January 2018 (the "**2018 MOU**"),

(1 to 3 together, the "**Underlying Agreements**").

Defined terms used in this MOU have the meaning set out in this MOU.



Background

To facilitate sustainable access to dolutegravir, ViiV US, as the originator of dolutegravir, licensed use of adult and paediatric dolutegravir to: (i) MPP under the Head-Licence; and to (ii) Aurobindo under the Direct Licence. In accordance with its rights under the Head-Licence, MPP entered into dolutegravir sub-licence agreements with a number of generic manufacturers (the "**MPP Sub-licences**"). To further fast-track the development and uptake of dolutegravir, recognising that Aurobindo is not an MPP sub- licensee, MPP and Aurobindo entered into the 2018 MOU.

To promote transparency regarding sustainable access to dolutegravir, and to enable ViiV US and its affiliates (the "**ViiV Group**") to monitor the impact of its voluntary licensing arrangements:

1. each sub- licensee discloses to MPP certain information pertaining to the products manufactured and sold pursuant to the MPP Sub-licences (the "**MPP Data**");
2. Aurobindo discloses to MPP the Aurobindo Data (defined above) pursuant to the MOU; and
3. each of MPP and Aurobindo disclose to ViiV US certain information, which ViiV US is permitted to disclose to its affiliates (including without limitation ViiV UK) pertaining to the products manufactured and sold pursuant to the Head Licence and Direct Licence. In particular, MPP currently provides to ViiV US operational reports detailing development timelines and sales, and annual summaries of the impact on access to dolutegravir made under the MPP Sub-licences (together, the "**MPP Report**").

The MPP Report is a valuable tool that helps ViiV to assess the impact on access to dolutegravir under the MPP Sub-licences, but it does not currently contain data related to Aurobindo's impact on access to dolutegravir because Aurobindo is not an MPP sub- licensee. Such data is currently provided to ViiV US by Aurobindo separately. However, the Parties acknowledge that the utility of the MPP Report could be improved if it contained Aurobindo's data, and therefore represented one aggregated data set for analysis.

In view of the above, the Parties wish to record their understanding and agreement that MPP may, in accordance with the terms below, provide to ViiV UK certain Aurobindo Data *within* the MPP Report. Including such data, aggregated into the MPP Report, will assist ViiV to assess the *overall* impact on access to dolutegravir made by *all* generic manufacturers of dolutegravir.

Terms

1. The Parties agree that MPP is permitted to, and from the Effective Date shall disclose to ViiV UK directly, and ViiV UK is willing to accept disclosure from MPP of, a sub-set of the Aurobindo Data that contains only information that is no broader in scope than that which MPP is permitted to disclose to ViiV US in accordance with the terms of the Head-Licence (the "**Aurobindo Sub-Set Data**"), in one aggregated MPP Report together with the MPP Data, in accordance with the terms of this MOU. The Parties acknowledge that: (i) the Aurobindo Data may be broader in scope than the data that ViiV US is entitled to receive pursuant to the Head Licence and the Direct Licence, which is why MPP will provide the Aurobindo Sub-Set Data only; and (ii) that ViiV UK may disclose the aggregated MPP Report to the ViiV Group.
2. The Parties acknowledge that the Aurobindo Sub-Set Data shall contain the same information that ViiV US is already entitled to receive from Aurobindo under the Direct Licence. For the



avoidance of doubt, MPP undertakes not to disclose to ViiV UK any data that MPP receives from Aurobindo other than Aurobindo Sub-Set Data.

3. This MOU shall take effect from the date that this MOU is signed by all Parties (the "**Effective Date**") and shall terminate automatically on the expiry or earlier termination of any of the Underlying Agreements.
4. This MOU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this MOU or its subject matter or formation. This paragraph is legally binding.

Please sign and return the enclosed copy of this MOU to acknowledge your agreement to its terms.

Yours faithfully,

Helen McDowell

Head of Government Affairs & Global Public Health

For and on behalf of **ViiV Healthcare UK Limited**

We hereby confirm our agreement to the terms contained in this MOU.

For and on behalf of **The Medicines Patent Pool Foundation**

Signed:
Title: **EXECUTIVE DIRECTOR**
Date: **26/9/2019**

For and on behalf of **Aurobindo Pharma Limited**

Signed:
Title: **09/10/2019**
Date: **09/10/2019**

UMESH.K
VICE PRESIDENT & BU HEAD
ANTIVIRALS