

AMENDMENT TO LICENSE AND TECHNOLOGY TRANSFER AGREEMENT

AMENDMENT TO LICENSE AND TECHNOLOGY TRANSFER AGREEMENT (the “**Amendment**”) is made and entered into as of 15 February 2016 (Effective Date) by and between Bristol-Myers Squibb Company (“**BMS**”) and the Medicines Patent Pool Foundation (“**MPP**”).

RECITALS

WHEREAS, BMS and MPP entered into a License and Technology Transfer Agreement dated as of 11 December 2013 (the “**Agreement**”) to promote access to formulations of the antiretroviral drug atazanavir in a number of low- and middle-income countries; and

WHEREAS, the Parties wish to amend the Agreement together with the Form of Sublicense attached as Schedule G of the Agreement (the “**Form Sublicense Agreement**”).

NOW THEREFORE, based on the foregoing premises and the mutual covenants and obligations set forth below, the Parties agree as follows:

AGREEMENT

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

- (a) The following definitions are hereby added to the Definitions in the text of the License Agreement:

Sanctions shall have the meaning given in the definition of “Sanctions Target”.

Sanctions Authorities shall have the meaning given in the definition of “Sanctions Target”.

Sanctions Target shall mean an individual or entity that is, or is owned or controlled by one or more individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (**OFAC**), the U.S. Department of State, the European Union or its Member States or another sanctions authority with jurisdiction over any Party (together, the **Sanctions Authorities**) (collectively **Sanctions**); or (ii) located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) listed on OFAC’s Consolidated Sanctions List or any equivalent list of parties designated by the European Union.

- (b) The following definitions are hereby added to the Definitions in the text of the Form Sublicense Agreement:

Sanctions shall have the meaning given in the definition of “Sanctions Target”.

Sanctions Authorities shall have the meaning given in the definition of “Sanctions Target”.

Sanctions Target shall mean an individual or entity that is, or is owned or controlled by one or more individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the European Union or its Member States or another sanctions authority with jurisdiction over any Party (together, the Sanctions Authorities) (collectively Sanctions); or (ii) located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) listed on OFAC’s Consolidated Sanctions List or any equivalent list of parties designated by the European Union.

2. Section 2.8 of the License Agreement. This Section is hereby deleted in its entirety and replaced by the following:

2.8 OFAC Licenses

- (a) MPP represents that neither MPP nor, to the knowledge of MPP, any Affiliate, director, officer, or employee of MPP, is a Sanctions Target.
- (b) MPP agrees that it will not, with respect to the licensed intellectual property (including the Licensed Manufacturing Know-how), Licensed Compound and Licensed Products, engage in any transactions or dealings with or involving a Sanctions Target or a country or territory that is the target of US or EU country – wide or territory-wide Sanctions absent a license or other authorization from the relevant governmental authority, should such a license or other authorization be required. MPP shall convey such license or other authorization, if required and obtained to BMS prior to any such transactions or dealings.

MPP also agrees that prior to, directly or indirectly,

- (i) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture with, any Sanctions Target; or
- (ii) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture in, a country or territory that is the target of country-wide or territory-wide Sanctions;

it will obtain a license or other authorization, if required, either directly from the relevant government authority or cooperate with BMS to obtain such a license or other authorization in each case to permit MPP, its Sublicensees and BMS (as the ultimate licensor of the Licensed Product) to engage in transactions with a Sanctions Target or involving a country or territory that is the target of country-wide or territory-wide Sanctions; and

in the event that performance of the License Agreement or any Sublicense Agreement by the MPP or its Sublicensees would (or might) in the reasonable opinion of BMS, breach, or expose BMS to potential liability

under, any Sanctions or export control regime or any other similar laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this License Agreement or any Sublicense Agreement), BMS shall be entitled to immediately request that the MPP or its Sublicensees cease all shipments of Licensed Compound or Licensed Product into any country or territory that is the target of countrywide or territory-wide Sanctions, or if the Licensed Compound or Licensed Product is still within the custody and control of MPP, its Sublicensees or its respective agents or representatives to use its best efforts to remove such Licensed Compound or Licensed Product from any country or territory that is the target of countrywide or territory-wide Sanctions, or suspending the operation of such provisions of the License Agreement or relevant Sublicense Agreement(s) (including any supply provisions) which require or permit performance by any party where, in the reasonable opinion of BMS, such performance would result in a breach of, or expose BMS to potential liability under, any such Sanctions, controls or laws until, in the reasonable discretion of BMS, such time as all necessary approvals or licenses have been obtained to enable the License Agreement to continue in a lawful and compliant manner and without exposure to liability for BMS and, notwithstanding any provision of the License Agreement or any providing of the Sublicense Agreement(s), BMS shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any losses or costs which that other party may suffer or incur as a result of such suspension and/or termination.

3. Section 2.8 of the Form Sublicense Agreement. This Section is hereby deleted in its entirety and replaced by the following:

2.8 OFAC Licenses

- (a) Sublicensee represents that to its knowledge, neither Sublicensee nor any Affiliate, director, officer, or employee of Sublicensee, is a Sanctions Target.
- (b) Sublicensee agrees that it will not, with respect to the licensed intellectual property (including the Licensed Manufacturing Know-how), Licensed Compound and Licensed Products, engage in any transactions or dealings with or involving a Sanctions Target or a country or territory that is the target of US or EU country – wide or territory-wide Sanctions absent a license or other authorization from the relevant governmental authority, should such a license or other authorization be required. The Sublicensee shall convey such license or other authorization to the MPP and BMS, if required and obtained, prior to any such transactions or dealings.

Sublicensee also agrees that prior to, directly or indirectly,

- (i) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture with, any Sanctions Target; or

- (ii) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture in, a country or territory that is the target of country-wide or territory-wide Sanctions; it will obtain a license or other authorization, if required, either directly from the relevant government authority or cooperate with MPP and BMS to obtain such a license or other authorization in each case to permit Sublicensee to engage in transactions with a Sanctions Target or involving a country or territory that is the target of country-wide or territory-wide Sanctions; and

in the event that performance of this Sublicense Agreement by Sublicensee would (or might) in the reasonable opinion of BMS, breach, or expose BMS to potential liability under, any Sanctions or export control regime or any other similar laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this License Agreement or any Sublicense Agreement), BMS shall be entitled to immediately request that Sublicensee cease all shipments of Licensed Compound or Licensed Product into any country or territory that is the target of countrywide or territory-wide Sanctions, or if the Licensed Compound or Licensed Product is still within the custody and control of Sublicensee or its respective agents or representatives to use its best efforts to remove such Licensed Compound or Licensed Product from any country or territory that is the target of countrywide or territory-wide Sanctions, or suspending the operation of such provisions of the Sublicense Agreement (including supply provisions) which require or permit performance by any party where, in the reasonable opinion of BMS, such performance would result in a breach of, or expose BMS to potential liability under, any such Sanctions, controls or laws until, in the reasonable discretion of BMS, such time as all necessary approvals or licenses have been obtained to enable the Sublicense Agreement to continue in a lawful and compliant manner and without exposure to liability for BMS and, notwithstanding any provision of the Sublicense Agreement(s), BMS shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any losses or costs which that other party may suffer or incur as a result of such suspension and/or termination.

4. General. Except as expressly set forth herein, the Agreement shall continue in full force and effect and, as modified or amended, is hereby ratified, confirmed and approved. Notwithstanding the foregoing, in the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. No provision of this Amendment may be modified or amended except expressly in a writing signed by both parties nor shall any terms be waived except expressly in a writing signed by the party charged therewith. This Amendment shall be governed in accordance with the laws of England. This Amendment may be executed in two (2) counterparts, each of which will constitute an original, and both of which, when taken together, will constitute one (1) and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate originals by their duly authorized officers as of the Execution Date.

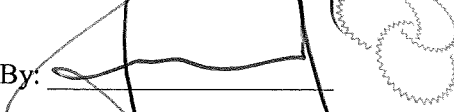
Bristol Myers Squibb Company

By: 

Name: AMADOU DIARRA

Title: HEAD, GLOBAL POLICY, ADVOCACY & GOV'T AFF.

Medicines Patent Pool Foundation

By: 

Name: Greg Perry

Title: Executive Director

Annex 1 Amended and Restated Form Sublicense Agreement