
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MEDICINES PATENT POOL FOUNDATION
AND THE GLOBAL ALLIANCE FOR TB DRUG DEVELOPMENT**

This Memorandum of Understanding (“MOU”) is made as of 6 April 2016 by and between the Medicines Patent Pool Foundation (“MPP”), a not-for-profit corporation organised under the laws of Switzerland, whose business headquarters is located at Chemin Louis-Dunant 17, Geneva 1202, Switzerland, and The Global Alliance for TB Drug Development, Inc. (“TB ALLIANCE”) a New York-based not-for-profit product development partnership with a principal address at 40 Wall Street, 24th Floor, New York, N.Y. 10005, USA.. TB ALLIANCE and the MPP together the “Parties”:

Background:

Tuberculosis (“TB”) is a contagious disease of global proportions, killing someone every twenty seconds. Today's TB drugs are more than 40 years old and must be taken for 6-9 months. Long, demanding treatment schedules prove too much for many patients, and the resulting erratic or inconsistent treatment breeds drug resistance. New drugs are desperately needed to save millions of lives needlessly lost to TB. Mounting resistance to today's drugs, including multi and extensively drug-resistant TB (MDR-TB and XDR-TB), coupled with a growing number of patients co-infected with TB and HIV, are making the pandemic more threatening and more deadly.

TB ALLIANCE is a not-for-profit, product development partnership accelerating the discovery and development of new TB drugs that will shorten treatment, be effective against susceptible and resistant strains, be compatible with antiretroviral therapies for those HIV-TB patients currently on such therapies, and improve treatment of latent infection.

MPP is a non-profit organization with a mission to improve the health of people living in low- and middle-income countries by increasing access to quality, safe, efficacious and affordable medicines by facilitating access to intellectual property to allow for the rapid development and manufacturing of these medicines. Although MPP to date has focused on improving access to medicines for HIV, its mandate has recently been expanded to cover TB, and is seeking partnerships with established players in the field of TB drug research and development (R&D) to help bolster its capacity and expertise in this area, while making available its expertise in licensing and license management.

TB ALLIANCE and MPP share broad common interests in the sustainable research and development of affordable drugs to fight TB. Cooperation between TB ALLIANCE and MPP could provide an excellent opportunity to bolster both Parties' efforts, achieve significant global health benefits in the R&D and manufacturing of new anti-TB drugs and facilitate the greater, and

better, sharing of intellectual property for that purpose. MPP would benefit from TB ALLIANCE's significant expertise in the area of TB drug R&D, while TB ALLIANCE would benefit from the expertise that MPP holds in the public health-oriented licensing to facilitate affordable manufacturing and access of essential medicines.

To that end, TB ALLIANCE and MPP have agreed upon a framework of collaboration (the "Collaboration") as follows:

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

- a) TB ALLIANCE is currently working to develop promising new TB regimens, currently in clinical trials. MPP and TB ALLIANCE share a common interest in ensuring that affordable versions of these regimens are available in low- and middle-income countries as defined by the World Bank (the "Developing World") promptly after they receive regulatory approval. To that end, TB ALLIANCE will work with MPP to develop and execute a licensing strategy for these regimens to ensure that the regimens are available and affordable in the Developing World.
- b) TB ALLIANCE and MPP will also collaborate in developing and executing licensing strategies for future TB drug regimens developed by TB ALLIANCE to ensure that those regimens are available, affordable and adopted in the Developing World.
- c) TB ALLIANCE and MPP will further collaborate on conducting a comprehensive review of promising TB compounds in development for in-licensing by TB ALLIANCE or the MPP. TB ALLIANCE and MPP will work together to develop and execute licensing strategies for these compounds to ensure that such compounds are developed in a responsible way and are included in future TB drug regimens that are available, affordable and adopted in the Developing World.
- d) One area of TB ALLIANCE's focus is to improve access to correctly dosed, properly formulated, affordable, high quality TB medicines for children. The MPP, as a founding member of the Paediatric HIV Treatment Initiative, is working on similar issues in regard to HIV medicines. TB ALLIANCE and MPP will explore potential avenues of collaboration to further the Parties' shared strong commitment towards ensuring that appropriately formulated paediatric versions of essential TB medicines are made widely available, affordable and adopted to the benefit of all children in need.
- e) The Parties, in collaboration with a number of other key stakeholders in TB, will work together on mechanisms and initiatives which aim to increase the funding available for TB drug research and development, foster greater sharing of intellectual property and data, and enhance and complement the TB R&D currently being conducted.

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- f) TB ALLIANCE will share with MPP, within the context and restraints of its own confidentiality obligations to third parties, details regarding its existing intellectual property licensing arrangements. MPP will gather this information from TB ALLIANCE and other third parties in an effort to develop a “best practices” guide in TB drug intellectual property licensing.
 - g) The Parties will share, within the context and restraints of their own confidentiality obligations to third parties, information on patent status, sales data, epidemiological and other information relevant to jointly develop TB drug market forecasts and intelligence.
 - h) In furtherance of the foregoing objectives the Parties may, from time to time, enter into legally binding licensing or other collaboration agreements with respect to a particular TB compound or regimen.

(2) Press Release and Other Communications. The signature of the present MOU will be announced through a press release agreed to by the Parties. TB ALLIANCE and MPP agree to work together on such a press release immediately upon signature of this MOU. TB ALLIANCE acknowledges that this MOU, in accordance with MPP policy, will be made publicly available on MPP’s website and by other appropriate means.

Within one (1) month of the signature of the present MOU, the Parties will agree on an annual communication and stakeholder outreach plan that will specify expectations regarding jointly-organized symposia, web-site contents, etc. This plan will be adjusted as needed, based on the advancement of any projects.

(3) 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.

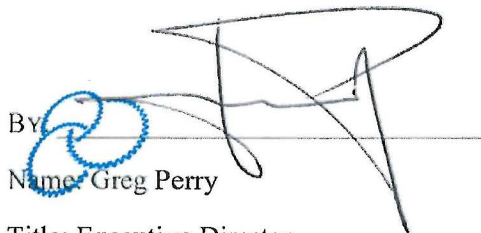
d) The obligations of this Section 3 shall continue for a period of five (5) years after the termination of this MOU.

(4) Status of MOU. The Parties agree to be bound by the provisions of Sections 3 and 4 hereof and agree that the remaining Sections of this MOU are not intended to be legally binding, and represent the framework for future discussions between the Parties in relation to the Collaboration.

(5) Effective Date, Term and Termination. This MOU shall become effective on the date of last signature and continues for five (5) years. It may be modified by mutual written consent of the signature Parties. This MOU may be terminated by any Party upon a sixty (60) day advance written notice to the other Party.

The memorandum of understanding can be renewed by written amendment signed by both Parties, such amendment setting forth the terms and conditions of the renewal.

THE MEDICINES PATENT POOL FOUNDATION

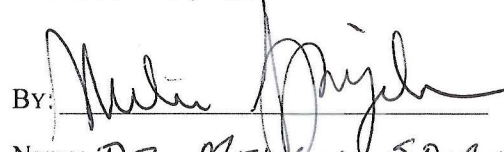
By: 

Name: Greg Perry

Title: Executive Director

Date: 6 April 2016

THE GLOBAL ALLIANCE FOR TB DRUG DEVELOPMENT, INC.

By: 

Name: DR. MELVIN SPIGELMAN

Title: President & CEO

Date: 7 April 2016