

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MEDICINES PATENT POOL FOUNDATION
AND THE ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION**

This Memorandum of Understanding (“MOU”) is made 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 Rue de Varembe 7, 1202 Geneva, Switzerland, and the Elizabeth Glaser Pediatric AIDS Foundation (“EGPAF”), a 501 (c) 3 non-profit organization incorporated under the laws of California, USA with a principal address at 1140 Connecticut Ave. NW, Suite 200, Washington DC 20036, which are referred to collectively as the “Parties” and individually as a “Party”.

Background:

HIV and tuberculosis (TB) are among the infectious diseases that disproportionately affect the developing countries. Although significant progress has been made by the international communities to scale up the treatment of HIV and TB in low- and middle-income countries (LMICs), approximately 43% of all people living with HIV and ~78% of those eligible for multidrug-resistant tuberculosis (MDR-TB) treatment still do not have access to treatment. In order to meet the ambitious goals of ending HIV/AIDS and TB by 2030, it is crucial to ensure timely development as well as uptake of new medications and optimised formulations that could have significant health and budgetary benefits.

The MPP, which is founded and funded by Unitaid, is committed to improving the health of people living with HIV, hepatitis C and tuberculosis in LMICs by increasing access to quality, safe, efficacious, and affordable medicines. The MPP works with a range of partners to facilitate access to intellectual property, the development of appropriate drug formulations needed in LMICs, and to bring to market novel medicines and technologies.

EGPAF is an internationally-recognized leader in the fight against pediatric AIDS that seeks to end global pediatric HIV/AIDS through prevention and treatment programs, research, and advocacy.

MPP and EGPAF recognise that a coordinated approach is needed to shorten the timelines from the development of evidence to the inclusion of new regimens in global and local guidelines, as well as for national regulatory approval and uptake at scale in resource-limited settings. Both EGPAF and MPP are public health bodies with aligned interests and activities to promote early adoption of better options for treatment and prophylaxis in LMICs.

To that end, EGPAF 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 the Collaboration:

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- a) Overall, the Parties plan to collaborate in the areas of HIV and tuberculosis, with particular emphasis on pediatric HIV as well as multidrug-resistant tuberculosis treatment for both adults and children. The Parties shall explore the opportunity to collaborate on improving access to the treatment of other disease areas of mutual interest, such as latent TB infection, drug-sensitive TB and viral hepatitis;
- b) MPP will share with EGPAF, within the context and restraints of its own confidentiality obligations to third parties, updates on the progress of development (including timelines of regulatory filing) of key products of mutual interest, notably products of high interest to EGPAF's programs at country level. EGPAF will help its partner countries keep abreast of the availability and timeline expectation of new products;
- c) EGPAF will share with MPP, on a regular basis and as needed, feedback from its country teams concerning (i) which products or formulations could be of interest or need to EGPAF's partnering countries, and (ii) pharmacovigilance intelligence on products relevant to the MPP portfolio;
- d) The Parties recognize that timely country-level registration is crucial to the uptake of new products. MPP will share with EGPAF, within the context and restraints of its own confidentiality obligations to third parties, its analysis of the country filing plans for specific products of interest to EGPAF's implementation projects. Should there be a lack of filing for such products in partnering countries, EGPAF shall flag the gap for MPP to encourage the MPP licensees to file;
- e) As part of its implementation strategies, depending on funding, EGPAF may also organize national or regional workshops, in collaboration with other agencies, to help partnering countries better understand new products and their availabilities – including those developed by MPP licensees – in order to accelerate the adoption and registrations; and
- f) The Parties are both committed to accelerating access to urgently needed and improved formulations of pediatric treatments, particularly in pediatric HIV treatment and prophylaxis, including but not limited to child-friendly formulations of raltegravir, dolutegravir, and WHO-recommended fixed-dose combinations such as abacavir/lamivudine/efavirenz and lopinavir/ritonavir. During the collaboration, EGPAF can support the rollout of important new formulations in its partnering countries, depending on the availability of funding, whereas MPP can coordinate with industry partners to ensure the needed formulations are promptly made available.

2. Funding. There is no intention or commitment to exchange funds under this Agreement. Each Party will respectively bear its own expenses, costs, risks, and liabilities arising from each Party's obligations and efforts under this MOU. Implementation of this MOU shall be subject to the availability of funds for these activities.

3. Communications. EGPAF acknowledges that this MOU, in accordance with MPP policy, will be made publicly available on MPP's website and by other appropriate means. The Parties will agree on joint communication and stakeholder outreach plan as the need arises.



Neither party shall use the other party's name, mark, logo, or any name that is likely to suggest that it is related to the other party, including any advertising or promotional literature, without first obtaining the written permission of the other party.

4. 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, any confidential information that MPP has received from third party and is authorized to share with EGPAF, 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.

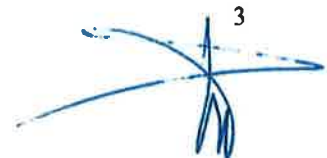
c) Any legally-binding documentation entered into by the Parties in relation to this MOU and the Collaboration shall contain relevant clauses relating to confidentiality of information.

d) The obligations of this Section 4 shall continue for a period of five (5) years after the termination of this MOU.

5. Status of MOU. The Parties agree to be bound by the provisions of Sections 4 and 5 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.

6. 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 can be renewed by written amendment signed by both Parties. This MOU may be terminated by either Party upon a sixty (60) day advance written notice to the other Party.

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

**THE MEDICINES PATENT POOL
FOUNDATION**

BY:  _____

Name: Marie-Paule Kieny

Title: Chair of the Board

Date: 23-05-2018

**ELIZABETH GLASER PEDIATRIC
AIDS FOUNDATION**

BY:  _____

Name: Anja Giphart

Title: Executive Vice President, Medical
and Scientific Affairs

Date: 30 May 2018