

GRANT AGREEMENT

This grant agreement ("**Agreement**") is entered into as of the date of the last signature of this Agreement, effective from 01 March 2022 ("**Effective Date**") by and between

MEDICINES PATENT POOL, rue de Varembe 7, 1202 Geneva, Switzerland ("**MPP**")

and

SOUTH AFRICAN MEDICAL RESEARCH COUNCIL a National Public Entity as contemplated in terms of Schedule 3A of the Public Finance Management Act 1 of 1999 and statutory science council established in terms of Section 2 of the Medical Research Council Act 58 of 1991 with its principle place of business situated at Medicina Campus Francie Van Zijl Drive, Parow, 7500, Cape Town represented herein by its President and Chief Executive Officer, Professor Glenda Gray who is duly authorized to enter into this Agreement and acting herein through the **Grants, Innovation and Product Development Unit**; ("**SAMRC**").

SAMRC and MPP are referred hereto collectively as "Parties" and individually each the "Party".

PREAMBLE

WHEREAS, the World Health Organisation ("**WHO**"), MPP, SAMRC and other organisations desire to strengthen regional health security and respond more equitably to the current Covid-19 pandemic and future pandemics;

WHEREAS they agreed to establish a sustainable mechanism that will increase vaccine manufacturing capacity in Africa and elsewhere in low- and middle-income countries, through the establishment of a mRNA technology transfer hub;

WHEREAS, MPP has received funding from third parties ("**Funders**") to accelerate the availability of COVID-19 related vaccines and therapies, including to establish a technology transfer and training hub for COVID-19 mRNA-based vaccines ("**Program**"); and

WHEREAS, SAMRC wishes to participate in the Program and would like to carry out the Project hereunder;

WHEREAS, MPP has agreed to fund a portion of the Project as part of the Program;

NOW THEREFORE, the Parties hereby agree to the following terms and conditions:

1. **Project.**

1.1 Scope of Work. SAMRC will perform the scope of work described in Attachment 1, attached and incorporated herein ("**Project**") as part of the Program, which scope of work shall be substantially executed through the sub-grantees listed in Attachment 1. The Project may be modified solely by mutual agreement between the Parties.

1.2 Key Personnel. The Project will be performed by SAMRC and sub-grantees under the direction of the SAMRC program manager ("**SAMRC PM**") and with the participation of the other key individuals identified in Attachment 1 (collectively with the SAMRC PM, the "**Key Personnel**"). No substitution of Key Personnel will be permitted for the first six months of the Project, except as necessitated by the sudden illness, death or termination of employment of the employee, in which case such employee will be replaced with a mutually agreeable substitute. In the event the SAMRC PM becomes unavailable to continue with the Project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Section 11.

1.3 Subcontractors. With the exception of the sub-grantees listed in Attachment 1 who form an integral part of the Project, the SAMRC shall not delegate, whether by subcontract or otherwise, any of its obligations hereunder without the prior written consent of MPP. If a delegation is approved, SAMRC shall flow down all obligations of this Agreement in an enforceable agreement with the delegee and shall remain liable for the performance or non-performance of this Agreement by such delegee. Similarly, SAMRC shall flow down all obligations of this Agreement in an enforceable agreement with those sub-grantees listed in Attachment 1 that are funded from the grant hereunder. SAMRC shall flow down all obligations of this Agreement in an enforceable agreement with those sub-grantees listed in Attachment 1 that are funded from other sources, except to the extent that such obligations are in conflict with the requirements of the other funders. SAMRC shall (i) notify MPP about any such conflict at the earliest opportunity, and (ii) convene a Project Committee meeting, prior to agreeing to any provision in conflict with this Agreement, in order to find a solution in the best interest of the Project and to both Parties' satisfaction. All of the sub-grantees shall be liable for their own performance or non-performance in terms of this Agreement towards SAMRC.

2. **Project Management.**

The Parties will form a joint project management committee (the "Project Committee") to oversee and facilitate the implementation and execution of the Project, to receive and review technical reports, and to review proposed changes to the Project scope, timeline and/or Budget. Each Party will have the right to designate its representatives (which may be consultants or advisers subject to the relevant terms and conditions set out herein) to the Project Committee and may replace its representatives upon notice to the other Party. The Project Committee may meet virtually or in person at mutually agreeable times and locations. All decisions of the Project Committee shall be taken unanimously. In the event the consensus cannot be reached, the matter shall be submitted to the executive director of each Party and in case the issue remains unresolved for 3 months from its first referral, the matter shall be resolved in accordance with Section 13.2 "Dispute Resolution".

3. **Grant Payment.**

3.1 Grant for the Project. Subject to the terms and conditions of this Agreement, and SAMRC's compliance therewith, MPP will fund SAMRC for performing components of the Project in accordance with the approved budget attached as Attachment 2 **provided however** that MPP shall not be funding the totality of the said Budget and its funding shall be limited to the maximum amount defined herein ("**Budget**"). The maximum amount hereunder shall not exceed the amount of **26.6 million South African Rands (ZAR)**. Subject to Section 11.2 "Grant Reduction", MPP shall have the right to increase or decrease the total amount of the grant in accordance with the needs and the performance of the Project.

3.2. Budget. The funds provided under this Agreement are to be spent by SAMRC exclusively in accordance with the Budget. The Parties shall have the right to perform Budget revisions on a bi-annual basis. Unless agreed otherwise between the Parties for a specific case, SAMRC shall:

- (i) have the right to make adjustment of +/- 15% between the Budget's categories; and
- (ii) request MPP's prior written approval if there is a variance of +/- 5% versus annual amounts set out in the Budget funded by MPP. Any request for Budget modification must include sufficient documentation to justify such request.

3.3. Disbursement Request. MPP shall make payments of the grant hereunder on a bi-annual basis upon receipt of collectively the following:

- a) the disbursement request from SAMRC based on the Project requirements ("**Disbursement Request**"), plus an estimated rolling advance of one month.
 - b) financial report in accordance with this Agreement regarding the previous payment, showing the extent of the previous payment spent in accordance with the Budget.
 - c) satisfactory technical report in accordance with Section 5 here below.
- Save therefore that in relation to the 1st payment the SAMRC shall not be required to deliver the documents referred to at (b) and (c) above.

3.4. Payments. MPP shall pay the amounts in accordance with each Disbursement Request within 30 days from its receipt via a bank transfer to the SAMRC account set forth in Attachment 2 Section C.

3.5. Financial Reports. Each financial report shall:

- a. be sent in accordance with the timetable reported in Attachment 2 Section D and in a format to be shared by MPP, which format may be updated from time to time.

- b. be issued in ZAR currency.
- c. contain the comparison between the actual spending versus the budgeted amounts
- d. be certified as complete and accurate by an authorized official of SAMRC for the activities performed.
- e. be sent to the address set forth in Attachment 2 Section B.

3.6. Annual Financial Statement. In addition to bi-annual financial reports under this Agreement as per Section 3.5, SAMRC shall provide to MPP an audited annual statement by the 30 September of each year, or as soon as such audited statements are approved by the South African Government after the annual Parliamentary presentation. Such audited statements shall comprise of the following elements

- a) audited annual project financial report of SAMRC; and
- b) a questionnaire, in a format to be provided by MPP, regarding the use of funds under this Agreement. Such questionnaire shall be signed by SAMRC's statutory auditors.

3.7. Final Statement. A final statement of cumulative costs incurred marked "FINAL" must be submitted to MPP no later than 60 days after completion or termination of the Project. The final statement of costs shall constitute the final financial report of SAMRC. All payments hereunder shall be provisional and subject to adjustment within the total estimated cost under this Agreement in the event such adjustment is the result of a finding against SAMRC pursuant to Section 6.2.

4. **Use of Funds.**

4.1. SAMRC acknowledges and agrees that the grant hereunder is provided for non-commercial purposes only. During the term of this Agreement, SAMRC shall use the Funds for the execution of the Project and the activities set out on the Scope of Work attached hereto. As such, the SAMRC shall enter into the necessary sub-agreements and perform the necessary administrative activities to ensure that the activities listed in the Scope of Work are funded and executed.

4.2. During the Project term, SAMRC and / or the sub-grantees funded hereunder with MPP funds through SAMRC shall use the equipment, materials or goods, purchased or generated with the grant provided hereunder, for the purpose of the Project. Any other use of the equipment, materials or goods, purchased or generated shall be restricted to not-for-profit, academic use and shall not interfere with, compete with or delay the activities funded hereunder (with documentary evidence upon MPP's request).

4.3. Title to any equipment, materials or goods purchased or generated with the MPP grant provided hereunder shall vest in SAMRC and / or sub-grantee(s), as applicable, during the Project provided SAMRC and / or sub-grantee(s) uses such in accordance with Section 4.2. Upon completion of the Project or termination of this Agreement, if SAMRC and / or sub-grantee(s) wishes to:

- a. use any equipment, goods or materials purchased through this grant for commercial purposes; or
- b. either sell, donate or otherwise transfer the said equipment, goods or materials,

SAMRC and / or sub-grantee(s) shall request a prior written consent from MPP. Should MPP provide such consent, SAMRC agrees and/or shall procure that the sub-grantee(s) agrees to reimburse MPP for fair market value of such commercial use. SAMRC and / or sub-grantee(s) may upon completion of the Project or termination of this Agreement (except in case of termination pursuant to Section 11.3 hereof) use any equipment, goods or materials purchased through this grant for not-for-profit, academic purposes.

5. **Project Reports and Inspections.**

5.1 Reports. In addition to meetings of the Project Committee, SAMRC shall provide bi-annual technical reports (at the same time as the financial reports as set out in Section 3 hereabove as detailed in Attachment 2 Section D) describing progress on the Project, including the pre-clinical, clinical, regulatory data and other information as otherwise reasonably requested by MPP. SAMRC shall also submit to MPP:

- a. two interim technical reports in the middle of the Project performance, the date of such report shall be targeted for 2022 at 28 February 2023 and for 2023 at 28 February 2024 and can be modified by mutual agreement between the Parties; and
- b. a final technical report within 60 days of completion of the Project or termination of this Agreement, whichever first occurs,

in both cases containing the summary of the pre-clinical and clinical data generated under the Project, and all deliverables and achievements under the Project in detail.

5.2. Continuous Information. SAMRC shall notify MPP promptly in case of any significant issues in the performance of the Project.

5.3 Inspections. MPP, or its nominees and experts, shall have the right to inspect and review the progress of the Project at the location(s) where the Project has been performed, upon reasonable notice and at mutually agreeable times and locations. Access to facilities, relevant data, test results and computations used or generated hereunder shall be made reasonably available when such inspections are conducted. Inspections by MPP shall be conducted in a manner as to not unduly delay the progress of the Project or any other activities of SAMRC or sub-grantees.

6. **Financial Records and Audits.**

6.1 Records. SAMRC shall maintain supporting documentation for all costs associated with the Project, including records substantiating time and/or percentage of effort for all salaries paid or funds expended with funds provided under this Agreement. All records and documentation related to this Agreement shall be maintained in accordance with applicable laws and regulations and generally accepted accounting principles for a period of five years from completion of the Project.

6.2 Audit. MPP or its authorized representative shall have the right to review and audit, at its own costs, all costs alleged to have been incurred hereunder and those records required by Section 6.1 at agreed upon times and locations. SAMRC shall provide MPP with copies of any audit report which presents any instance of noncompliance with laws or regulations relating to the performance or administration of this Agreement. SAMRC shall also provide copies of any response to any such report and a plan for corrective action. SAMRC shall maintain a separate accounting cost code specific to this grant, and all costs and income properly relating to this grant shall be accounted for through that cost code. SAMRC shall ensure that appropriate records are kept supporting the entries made on the cost code.

7. **Confidentiality.**

7.1 Definition. “**Confidential Information**” means information which is marked with “confidential” or a similar legend upon disclosure, or if disclosed orally or observed, is designated as confidential at the time of disclosure and provided by one Party, a “**Disclosing Party**” to the other Party, a “**Receiving Party**”. Confidential Information does not include information that is: (a) already known to the Receiving Party prior to disclosure under this Agreement; (b) publicly known or becomes publicly known other than through acts or omissions of the Receiving Party, or anyone that obtained the information or materials from the Receiving Party; (c) lawfully disclosed to the Receiving Party without restriction by a third party; (d) independently developed by employees of the Receiving Party without knowledge of or access to Confidential Information; or (e) approved for release by written authorization of the Disclosing Party.

7.2 No Disclosure or Use. The Receiving Party will use reasonable efforts to safeguard the confidentiality of the Confidential Information and will not disclose or use the Confidential Information except for the purpose of performing its obligations or exercising its rights under this Agreement. For clarity, MPP shall have the right to share the reports and any other Confidential Information provided hereunder with the Funders and the WHO. MPP agrees and undertakes to inform all Funders with whom information is shared of the confidential nature of the information and shall secure an undertaking from those Funders to safeguard the confidentiality of the Confidential Information. If the Receiving Party is required by law, regulation or court order to disclose Confidential Information, then the Receiving Party may furnish this required Confidential Information, provided the Receiving Party has promptly notified the Disclosing Party and reasonably assisted the Disclosing Party in its efforts to seek and/or obtain a protective order or other remedy of the Disclosing Party’s election.

7.3 Survival. The obligations of nondisclosure and non-use will survive termination or expiration of this Agreement for a period of three years. Receiving Party agrees to return or destroy all Confidential Information, as requested by Disclosing Party, except that, subject to the terms and conditions herein, Receiving Party may retain one copy of Confidential Information solely to evidence its compliance and those electronic files maintained for archival purposes.

7.4 Privacy Laws. SAMRC shall take all appropriate action to protect the privacy and confidentiality of all human research subjects in accordance with all applicable laws and regulations. Investigators, Data Safety Monitoring Boards, IRBs and other appropriate entities should ensure that policies and procedures are in place that protect identifying information and that they oversee compliance with those policies and procedures in accordance

with all applicable laws and regulations. SAMRC shall notify MPP immediately (within 24 hours) in case of any issues regarding compliance with this Section 7.4.

PROTECTION OF PERSONAL INFORMATION (*South African Law*)

- 7.5 For this clause, “Responsible Party” is used as defined under the South African Protection of Personal Information Act, 2013 (“POPIA”) to mean the party who sources and decides what to do with the personal information they have attained for processing. Similarly, the use herein of the term “Operator” as per POPIA means the party who processes personal information on the Responsible Party’s instruction for a particular processing function.
- 7.6 Both Parties understand that they may process (including but not limited to, accessing, seeing, recording, using, transmitting and/or routing) personal information of data subjects as either a Responsible Party (for their own personal information acquired for their purposes) or as an Operator (for the personal information provided to them from the Responsible Party).
- 7.7 Both Parties warrant to the other that they will adhere to all requirements and duties imposed on them by the application of POPIA, as dictated by the role that they fulfil relating to the personal information they process.
- 7.7.1 Further, both Parties expressly indemnify the other Party against any third-party claims which may be brought against either Party for the Party’s failure to adhere to their duties as prescribed under POPIA related to their role as either or both the relevant Responsible Party and/or Operator.
- 7.7.2 These duties naturally include the responsibility of each Party to retain and store all data received from the other party as strictly confidential at all times.
- 7.8 Should either Party require the other Party to fulfil any particular conditions relating to its processing of any personal information as the Operator, the Parties shall detail and agree to the same conditions in a separate written data processing agreement between them.
- 7.9 If either Party operates as a Responsible Party, they warrant to the other party (as the relevant Operator of the Responsible Party’s personal data handed to them) that they have expressly obtained all relevant consents and/or can evidence its lawful bases for relaying any of their own or own users’/data subjects’ personal information to the other Party for the purposes of that other Party processing it for whatever reason as the Operator.
- 7.10 Both Parties also warrant to each other that they have no criminal convictions or judgments recorded against them, which relate to crimes relating to fraud, unlawful use of personal information or any crime related to the illegal use or processing of personal information in any way.
- 7.11 Both Parties also understand and agree that for data continuity and risk-mitigation purposes, should this agreement be terminated for any reason, and unless otherwise provided for in another data processing agreement between them, the Parties will immediately cease all processing of personal information provided to them by the other Party, as well as permanently delete/destroy any personal information of the other Party’s on/within their systems. To assist each other in this process, both Parties will provide the other Party with whatever information or tools needed in order to action this destruction as required.

8. **Intellectual Property.**

8.1 **Background Rights.** Except as expressly provided in Section 8.3, neither MPP nor SAMRC transfers by operation of this Agreement or otherwise any intellectual or tangible property right, including patent right, copyright, or any other proprietary right owned as of the commencement date of this Agreement or arising outside of the Project. Nothing to the contrary shall be implied and all such rights, titles and interests are reserved.

8.2 **Inventions.** “**Inventions**” means all ideas, inventions or discoveries conceived, first created or made in the performance of the Project, and if solely by MPP shall be owned by MPP, solely by SAMRC shall be owned by SAMRC, solely by one of the sub-grantees shall be owned by such sub-grantee or jointly by SAMRC and / or MPP and / or one or more of the sub-grantees shall be jointly owned by the applicable Parties. For the purposes of meeting the requirements for joint ownership in terms of the South African Intellectual Property Rights from Publicly Financed Research and Development Act No. 51 of 2008 and associated regulations (“the IPR Act”) the Parties acknowledge that MPP, SAMRC and the sub-grantees are all contributing resources to the Project and that the joint owners agree on commercialization of such jointly owned Inventions in accordance with the remainder of this Section 8.2 and Section 8.3. In case of joint ownership, MPP and SAMRC and sub-grantee(s), where applicable, shall ask for the other Party’s prior written consent for the exercise of such joint ownership including, without limitation any disposal, protection, sale, management or security over such rights. SAMRC will provide MPP with a disclosure of all the data generated under this Agreement and each Invention in such detail as MPP may reasonably require in the reports provided in accordance with Section 6.1.

8.3 Grant to MPP. SAMRC undertakes to grant, and shall procure that sub-grantees, where applicable, undertake to grant, subject to the necessary approvals in terms of the IPR Act and any other applicable legislation and regulations, and through a separate agreement, to MPP a non-exclusive, transferable, sublicensable, irrevocable, worldwide, license to practice and have practiced the data and the Inventions for the purposes of fulfilling its mission to facilitate the development and affordable and equitable access of mRNA technologies in low- and middle-income countries (as defined by the World Bank), which license may include a royalty sacrifice. In the event that MPP wishes to make such Inventions available for other purposes, MPP and /or SAMRC and /or sub-grantee(s), as applicable, will enter into good-faith negotiations. SAMRC agrees and shall procure that sub-grantees, where applicable, agree to provide to MPP a licence in relation to their background rights, as referred to in Section 8.1. only to the extent necessary to enable the use and exercise of the Inventions made by SAMRC and / or sub-grantee(s) hereunder. MPP shall have the right to share the data generated under the Program (the “Data”) with the World Health Organization for further sharing with other parties involved in the Program, including the spokes that will be manufacturing the vaccines and consultants, governance and advisory committees supporting the Program for the purposes of fulfilling its mission to facilitate the development and affordable and equitable access of mRNA technologies in low- and middle-income countries, subject to the conclusion of separate data sharing agreements with the data owners, where required..

8.4 Infringement. SAMRC shall immediately give notice to MPP if SAMRC (or any of its relevant administrative, technical and business development staff involved in monitoring the Project and / or any of the sub-grantees) becomes aware of, or if the SAMRC and / or any of the sub-grantees receives notice from any third party on:

- (a) any infringement of the background intellectual property and/or Invention, or
- (b) any claim by a third party that an action carried out under the Project infringes the intellectual property or other rights of any third party.

8.5. Publications. Each Party may freely publish, present, use or otherwise disseminate any results arising out of the performance of this Agreement for its own purposes, provided that the publication, presentation or use does not disclose any Confidential Information of the other Party and the publishing Party has submitted any proposed publication or presentation of Inventions to the non-publishing Party for review at least 30 days prior to submission for publication or presentation. All publications or other disclosure of the Inventions and/or results generated hereunder shall properly acknowledge the support provided by MPP and, if applicable, the Funders.

9. **Notices.** All notices under this Agreement shall be in writing, properly addressed as below or as otherwise provided in accordance herewith and shall be deemed to have been duly given or received upon the earlier of: (a) actual receipt, (b) the date of confirmed delivery according to the records of a commercially recognized express courier with tracking capabilities; or (c) the date of confirmed transmission if sent by email with confirmation of delivery.

If to MPP: MEDICINES PATENT POOL
FOUNDATION
rue de Varembé 7
1202 Geneva, Switzerland
Attention: General Counsel
Email:
legal@medicinespatentpool.org

If to SAMRC: Domicilium citandi et Executandi / For Legal
Notices
Marked for Attention: Office of the General
Counsel Legal and Compliance Services
Second Floor Building B, Medicina Campus
Francie van Zyl Drive PAROW
Parow Valley
Cape Town 7580

For day-to-day Project Management:
The Program Manager

10. **Indemnity and Insurance.**

10.1 Indemnification. SAMRC shall indemnify, hold harmless and defend MPP, its affiliates, and their respective officers, directors, employees, independent contractors and agents (“Indemnitees”) from and against any

and all claims, losses, damages, and/or liability of whatsoever kind or nature, as well as all costs and expenses, (“**Losses**”) which arise or may arise at any time out of or relating to SAMRC’s and/or its independent contractor’s or agent’s or sub-grantees’ performance or breach of this Agreement and/or any act or omission of negligence or willful misconduct by SAMRC or its independent contractor or agents or sub-grantees; except to the extent of such Losses that are attributable solely to MPP’s breach of this Agreement, gross negligence or willful misconduct. SAMRC shall not settle or compromise any claim or allegation subject to indemnification hereunder in a manner that imposes any material obligation on, or makes any admission of fault by, Indemnitees. Indemnitees will cooperate as reasonably requested, at the expense of SAMRC, in the defense of the action.

10.2 Insurance. SAMRC shall continuously maintain at its own expense sufficient insurance levels throughout the term of this Agreement and beyond to ensure its obligations under this Agreement and will provide evidence of adequate insurance coverage upon request.

10.3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF WHETHER THEY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW, OF THE POSSIBILITY OF SUCH DAMAGES.

11. Termination.

11.1 Term. The term of this Agreement commences on the Effective Date and continues until the completion of the Project, unless earlier terminated in accordance with this Section 11.

11.2 Grant Reduction. In the event the Funders reduce the funding for the Program or the Project, the Parties will enter into good faith negotiations to determine if the Project can be completed as originally anticipated or its scope must be modified. In the event of insufficient funding and the Parties cannot agree to a modified Project and Budget reasonably acceptable to the Funders, MPP may suspend this Agreement immediately. In the event of suspension of the Project, SAMRC will immediately cease incurring expenses on the MPP grant and take every reasonable measure to cancel outstanding expenses. In the event Funders discontinue support of the Program or if funding is reduced to the extent that MPP, in consultation with SAMRC, determines it is not practicable to continue funding this Project, MPP may terminate this Agreement effective immediately upon notice. In such event, to the extent funds are allowable by and available from Funders, MPP shall pay reasonable and allowable costs incurred up to and including the effective date of termination, and for reasonable and allowable non-cancelable obligations made consistent with the Budget prior to SAMRC’s receipt of notice of termination.

11.3 Termination by MPP. MPP may terminate this Agreement: (a) if SAMRC commits a breach and fails to remedy such breach within 30 days after receiving written notice; or (b) to the extent not prohibited by applicable law, SAMRC enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to conduct its business, or any similar event under the law of any foreign jurisdiction, effective as of the date of such event.

11.4 Project Data. Upon termination prior to the end of the Project pursuant to Section 11 hereof SAMRC shall deliver to MPP, within 60 days of the date of termination of this Agreement, complete and unredacted copies of all Data and Inventions, including any further information or documentation requested that was created in the performance of the Project and/or prepared for and/or submitted for all regulatory approvals. MPP may use the foregoing in accordance with clause 8.3. If applicable, SAMRC agrees to cooperate with MPP in the transfer of the Project to another contractor.

11.5 Surviving Rights and Obligations. The termination or expiration of this Agreement does not relieve either Party of its rights and obligations that have previously accrued. Terms and conditions of this Agreement that by their nature prescribe continuing rights and obligations shall survive the termination or expiration of this Agreement.

11.6 Other effects of termination.

11.6.1 Exit meeting. The Project Committee shall hold a final meeting as soon as reasonably practicable just before or following termination and shall be dissolved after all final reporting has been completed.

11.6.2. Unspent funds. Upon termination prior to the end of the Project pursuant to Section 11 hereof, SAMRC shall return all funding received from MPP under this Agreement which is unspent at the date of termination (after deduction of costs and non-cancellable commitments incurred prior to the date of termination).

11.6.3. Post-exit reporting. In the event that the Agreement terminates for any reason (including expiry) and provided that SAMRC continues to work on the Program, SAMRC shall continue to provide MPP with an annual progress update as follows:

- (i) state of development of the technology regarding the mRNA vaccine, including the information regarding the progression and outcomes of any clinical trial;
- (ii) a sales report in a format to be agreed between the Parties; and
- (iii) a report regarding the training, licensing and technology transfer to any third party regarding the mRNA vaccine.

12. **Compliance with Law.**

12.1 Mutual Representations and Warranties. Each Party represents and warrants that it will comply with all applicable laws and regulations, including without limitation those governing conflict of interest, human research, animal research, and export control. Each Party shall reasonably cooperate with the other to identify and manage any export-controlled technology used in meeting its obligations hereunder. Where the clinical trial is to be undertaken under this Agreement, SAMRC shall comply, and shall procure that sub-grantees comply, with ICH GCP principles outlined in the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use Good Clinical Practice guidelines as laid down in the "ICH Topic E6(R1)" and set out at <http://www.ich.org/products/guidelines/efficacy/article/efficacy-guidelines.html>, as amended from time to time. SAMRC shall notify MPP immediately (within 24 hours) in case of any issues regarding compliance with the rules set out in this Section 12.1.

12.2 Animal welfare. SAMRC shall procure that any research under the Project that involves animals that is undertaken by SAMRC, or their sub-grantees, partners, collaborators or service providers (whether in the South Africa or internationally) shall comply with the UK Animals (Scientific Procedures) Act 1986, to be approved by the local ethical review process and be conducted with due consideration for the 3Rs (replacement, reduction and refinement of the use of animals in research). SAMRC shall notify MPP immediately (within 24 hours) in case of any issues regarding compliance with the rules set out in this Section 12.2.

12.3 SAMRC Further Representations and Warranties. SAMRC further represents and warrants that: (a) it has established policies and procedures to ensure compliance with all applicable laws and regulations pertaining to the conduct of research in humans; (b) that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency; (c) it has reviewed and agreed with the specific donors' requirements, set out in the Attachment 3 hereto and (d) all personnel working on the Project, including Key Personnel, have met all legal and organizational requirements required to perform the work anticipated hereunder with the appropriate level of skill required therefor.

12.4 Disclaimer. EXCEPT AS PROVIDED IN SECTIONS 12.1 AND 12.2, NEITHER PARTY MAKES ANY AND EACH EXPRESSLY DISCLAIMS ALL REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE MARKETABILITY, USE OR FITNESS OF THE RESULTS DEVELOPED HEREUNDER FOR ANY PARTICULAR PURPOSE.

13. **Miscellaneous.**

13.1 Governing Law. This Agreement shall be governed by the laws of England, without giving effect to any choice-of-law provision that would require the application of the laws of a different jurisdiction. This Agreement will be construed in the English language.

13.2 Dispute Resolution. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the UNCITRAL Arbitration Rules. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Cape Town, South Africa.

13.3. Severability. The provisions of this Agreement are severable, and if any provision is determined to be invalid or unenforceable in a given jurisdiction, such invalidity or non-enforceability shall not in any way affect the validity and enforceability of the remaining provisions or the validity or enforceability of those provisions in any other jurisdiction. Any invalid or unenforceable provision will be reformed promptly by the Parties to effectuate their intent as evidenced on the Effective Date. This provision shall also apply to unintended omissions.

13.4 Assignment. Neither Party may assign or transfer this Agreement to another without the prior written consent of the other Party. Such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other assignment or transfer shall be void.

13.5 Independent Contractors. Nothing in this Agreement shall be interpreted as placing the Parties in an employment, partnership, joint venture or agency relationship and neither Party shall have the right or authority to obligate or bind the other Party on its behalf.

13.6 Use of Names. Except for disclosure of the support for the Program and Project in publications or activities directly related to this Agreement, neither Party shall use the name of the other, of Funders or of any staff member, employee or student of any other Party or any adaptation, acronym or name by which any Party is commonly known, in any advertising or sales literature or any publicity not directly related to this project without the prior written approval of the Party or individual whose name is to be used.

13.7 Entire Agreement. This Agreement, including any Exhibit, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications, agreements or understandings, written or oral regarding such subject matter. Any amendment to this Agreement must be in writing and signed by both Parties and SAMRC agrees to revise this Agreement accordingly in line with any request from the Funders. The delay or failure to assert a right or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver or excuse a similar or subsequent failure to perform any such term or condition. A valid waiver must be executed in writing and signed by the Party granting the waiver. Each Party acknowledges that it was provided an opportunity to seek advice of counsel and as such this Agreement shall not be strictly construed against the drafter.

IN WITNESS WHEREOF, the Parties execute this valid and binding agreement in one or more counterparts, each of which shall be deemed an original and all of which, taken together, constitute one and the same instrument by electronic signature which shall be given the effect of an original signature upon receipt by the other Party.

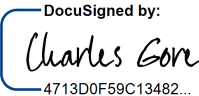
For: **SOUTH AFRICAN MEDICAL RESEARCH COUNCIL**

Signature: [Signed]

Date: 14/10/2022

Representative Capacity: **President and Chief Executive Officer**

For: **MEDICINES PATENT POOL FOUNDATION**

Signature: 4713D0F59C13482...

Name: Charles Gore, Executive Director

Date: 06/10/2022

Representative Capacity

Signature: 331D2E7893C949A...

Name: Marie-Paule Kieny

Date: 07/10/2022

Representative Capacity