

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MEDICINES PATENT POOL (“MPP”)
AND
ACCESS TO MEDICINE FOUNDATION (“ATMF”)**

Considering that

Access to Medicine Foundation was established in 2003, with the aim of stimulating the pharmaceutical industry to do more for the billions of people lacking access to medicine.

Medicines Patent Pool Foundation is a United Nations-backed public health organization working to increase access to, and facilitate the development of, life-saving medicines for low- and middle-income countries through patent pooling and non-exclusive voluntary licensing.

NOW, THEREFORE, ATMF and the MPP (hereinafter together referred to as the ‘Parties’ and individually as a ‘Party’)

Agree that

**Article 1
Main Objective**

This Memorandum of Understanding (MoU) establishes a framework for cooperation between MPP and ATMF in the field of public health including intellectual property management strategies.

**Article 2
Areas of Cooperation**

- 2.1 MPP agrees to provide support to ATMF on issues relating to pharmaceutical patents, including on the patent status of priority medicines, and on voluntary licences. MPP also agrees that its staff participate in relevant ATMF expert committees, as appropriate and when requested by ATMF, to support ATMF in refining its frameworks for assessing manufacturers.
- 2.2 ATMF agrees to provide support to MPP’s Board to help MPP’s understanding of issues of access to medicines in LMICs and engagement with pharmaceutical companies to improve access to affordable and appropriate essential medicines in LMICs. ATMF agrees that Dr Jayasree K. Iyer, ATMF’s Executive Director, will provide support and attend the MPP Governance Board meeting and/or the Strategy and Partnership Committee meeting as a non-voting participant on an ad-hoc basis.
- 2.3 The Parties further agree to work and collaborate on any other future projects to promote access to medicines in LMICs.

Article 3
General responsibilities of the Parties

- 3.1 The Parties shall fulfil their commitments with fullest regard for the terms and conditions of this MoU.
- 3.2 Unless in relation to their cooperation or joint activities under this MoU or otherwise expressly authorized by the other Party in writing, neither Party shall, in any manner whatsoever, use the name, acronym or logo of the other Party in connection with their business or otherwise.
- 3.3 All press releases or public statements relating to this MoU or its implementation shall be approved by both Parties, in writing, prior to release or disclosure.

Article 4
Communication between the Parties

- 4.1 MPP and ATMF agree to designate a single point of contact in each organization to coordinate communications; facilitate monitoring of activities under the MoU; and conduct a yearly review of implementation.
- 4.2 For ATMF, Jayasree Iyer will serve as the point of contact for this Purpose. For MPP, the Legal team will be the point of contact for this collaboration in coordination with the rest of the organization.
- 4.2 Any changes of points of contact referred to in Article 4.2 shall be notified to the other Party without delay.

Article 5
Financial Implications

This MoU does not in any way commit either Party to financial or human resource obligations. The terms and concrete conditions for implementing the cooperation activities referred to in this MoU.

Article 6
Miscellaneous

This MoU is not confidential and may be published on MPP's webpage in accordance with MPP Transparency Policy.

Article 7
Dispute Resolution

Any dispute regarding the interpretation or implementation of this MoU shall be settled amicably between the Parties.

Article 8
Entry in force, Expiration, Termination, Modifications

- 8.1 This MoU will enter into force on the date of its last signature by the two Parties.
- 8.2 Any provision of this MoU may be modified by mutual written consent of the Parties.
- 8.3 This MoU is concluded for an indeterminate period. Each Party may terminate this MoU with a three-month advance written notice to the other Party. Unless otherwise agreed, termination of this MoU shall not affect the implementation of on-going activities, which have been agreed upon prior to the date of termination of this MoU.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the MoU.
Done in duplicate, in English.

Access to Medicine Foundation



Name: Jayasree K. Iyer
Title: Chief Executive Officer
Date: 6 February 2023

Medicines Patent Pool Foundation



Name: Charles Gore
Title: Executive Director
Date:

