

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MEDICINES PATENT POOL (“MPP”)
AND
THE GLOBAL HEALTH INNOVATIVE TECHNOLOGY FUND (“GHIT”)**

This Memorandum of Understanding (“MoU”) is made by and between MPP, a not-for-profit corporation organized under the laws of Switzerland, whose business headquarters is located at Rue de Varembe 7, 1202 Geneva, Switzerland, and GHIT, a public interest corporation organized under the laws of Japan with a principal address of Ark Hills Sengokuyama Mori Tower 25F, 1-9-10 Roppongi, Minato-ku, Tokyo, Japan, collectively referred to as the “Parties” and individually as a “Party.”

Background:

GHIT is an international public-private partnership fund for global health R&D, investing in nonprofit product development for malaria, tuberculosis, and NTD’s. GHIT’s Global Access Policy articulates a series of requirements for how information, knowledge, and products and other innovations stemming from GHIT funding should be made available and accessible in Least Developed Countries (LDCs) and low- and middle-income countries (LMICs), and intends to strengthen the link between R&D, access and delivery, and health system strengthening to create a seamless end-to-end R&D ecosystem.

MPP is a United Nations-backed public health non-governmental organization working to increase access to, and facilitate the development of, life-saving medical technologies for LMICs through patent pooling and non-exclusive voluntary licensing. MPP’s 2023 strategy articulates a commitment to working closely with funders and other entities to support the inclusion of LMIC access terms in licensing and funding agreements for early-stage health technologies.

MPP and GHIT recognize that equitable access in LMICs benefits from close collaboration between funders and organizations built expressly for the purposes of facilitating affordable access, and that voluntary licensing of intellectual property and related rights can be one such mechanism to facilitate affordable access in LMICs. Both Parties share common goals and believe that collaboration between the Parties may yield improved health outcomes in LMICs.

NOW, THEREFORE, the Parties agree upon a framework of collaboration (the “Collaboration”) as follows:

1. Description of Collaboration

The Parties wish to accomplish the following objectives through the Collaboration:

- (a) In furtherance of GHIT’s Global Access Policy, MPP can, as appropriate, be available as an implementing partner where voluntary licensing and technology transfer may be a viable mechanism for a particular technology at issue, and where MPP’s receipt of relevant licenses from GHIT and/or GHIT grantees with the specific intention of sublicensing such rights to capable manufacturers may yield affordable access in LMICs;
- (b) MPP can support GHIT where GHIT is granted a humanitarian licence to GHIT-funded technologies in the event of grantee default, and where MPP may be an appropriate

partner to manage such a licence in furtherance of GHIT and MPP's access mandates;
and

- (c) MPP and GHIT will seek to establish an ongoing working relationship to share knowledge and perspectives on access-oriented licensing and other issues relating to affordable access medical technologies in LMICs, and to identify opportunities for further collaboration.

2. Communications. The Parties agree that this MOU may be made publicly available on their respective websites and by other appropriate means. Unless in relation to their cooperation or joint activities under this MOU or otherwise expressly authorized by the other Party in writing in advance, 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. Financial Implications. This MOU does not in any way commit either Party to financial or human resource obligations. Each Party will respectively bear its own expenses, costs, risks, and liabilities arising from such Party's obligations and efforts under this MOU. Implementation of this MOU shall be subject to the availability of funds for these activities.

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 held by 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 either Party has received from a third party and is authorized to share, all products, patents, trademarks, copyrights, trade secrets, 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 in violation or breach of this MOU or any other obligation of such Party to the other Party, or (iii) which was or is rightfully known to a Party.
- (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 (it being understood that the employees, officers, directors, supervisory board members, observers, committee members and advisors will not fall under the "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, or upon request by the authorities, 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 three (3) years after the termination of this MOU.

5. **Status of MOU.** The Parties agree to be bound by the provisions of Sections 2, 4, 5, 6 and 7 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 will enter into force on the date of its last signature by the two Parties and continue for five (5) years. The MOU may be modified or renewed by mutual written consent of the Parties. Either Party may terminate this MOU with a sixty (60) day advance written notice to the other Party or in the event of a breach of any provisions of this MOU by the other Party.
7. **Dispute Resolution.** In the event of any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement (including any question regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it), the Parties shall settle such dispute amicably through consultations or in a court of competent jurisdiction, unless mutually agreed otherwise.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the MOU.


GHIT

DocuSigned by:

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Name: Osamu Kunii
Title: CEO and Executive Director
Date: 10/23/2023

Medicines Patent Pool

DocuSigned by:

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Name: Charles Gore
Title: Executive Director
Date: 10/23/2023