

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MEDICINES PATENT POOL  
AND  
INSTITUTO DE TECNOLOGÍA EM IMUNOBIOLOGICOS – BIO-MANGUINHOS**

This Memorandum of Understanding (“**MoU**”) is made by and between the Medicines Patent Pool, a not-for-profit foundation organised under the laws of Switzerland, whose business headquarters is located at Rue de Varembe 7, 1202 Geneva, Switzerland (“**MPP**”), and Instituto de Tecnología em Imunobiológicos - Bio-Manguinhos, a part of Fundação Oswaldo Cruz (Fiocruz), a public entity created and maintained by the Brazilian Federal Union, having its main headquarters at Av. Brasil, 4365 – Manguinhos, Rio de Janeiro-RJ - CEP: 21040-900, Brazil (“**Bio-Manguinhos**”), collectively referred to as the “**Parties**” and individually as a “**Party**”.

**Background**

The World Health Organization (“**WHO**”) and MPP are committed to enhancing regional health security and fostering a more equitable response to future pandemics through the support of local manufacturing. To this end, they have established the mRNA Technology Transfer Programme (“**Programme**”) with the aim to increase the local manufacturing capacity of mRNA-based vaccines in low- and middle-income countries. A key feature of the Programme is a commitment from each of the Programme participants to share any data and intellectual property with the other Programme participants on a fair and equitable basis to facilitate affordable access to any products developed under the Programme in low- and middle-income countries.

Bio-Manguinhos is a manufacturer of vaccines and biopharmaceuticals in Latin America, with experience in vaccine development, trial design, and (pre-)clinical testing. In the field of RNA vaccines and therapeutics, Bio-Manguinhos has expertise and capabilities on mRNA and saRNA development processes, including but not limited to antigen identification, construct design and optimisation, bench and pilot-scale encapsulation, and the production of RNA-based vaccines and therapeutics. Bio-Manguinhos wishes to contribute to the objectives of the Programme, and to participate in the data and intellectual property sharing commitments of the Programme.

The Parties wish to collaborate on the Programme, and to that end, the Parties have agreed upon a framework of Collaboration (the “**Collaboration**”) between them as follows:

**1. Description of the Collaboration.**

- (a) The Parties wish to collaborate on the activities set out below to achieve the objectives of the Programme:
  - (i) Identify and establish a pipeline of RNA-based vaccines for development, including new targets and areas for improvement to the RNA platform technology (e.g. targeting and structural stability).
  - (ii) Establish processes for the development of RNA-based vaccines and the improvement of the RNA platform technology.
  - (iii) Improve the formulation of RNA-based vaccines, including testing new lipids synthesised as a part of the Programme’s New Lipids Discovery Initiative.
  - (iv) Support and facilitate the technology transfer (including technical assistance) of RNA-based vaccines and/or the RNA platform technology from Bio-Manguinhos to the partners of the Programme, as requested.

- (v) Support and produce data comparing the use of methyl-pseudouridine and pseudouridine in the manufacturing of preventive RNA-based vaccines and therapeutics based on RNA platform technology.
  - (b) The Parties will continue to explore possibilities to expand the Collaboration in relation to the Programme.
2. **Communications.** The signature of this MoU may be announced through a press release agreed to by the Parties. 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 authorised 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 the activities contemplated under this MoU.
4. **Confidentiality.**
- (a) During the term of this MoU, a Party may make available to the other 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 MoU or any other obligation of one Party to the other, or (iii) which was rightfully known to a Party prior to entering into this MoU.
  - (b) The Parties shall hold in the 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. Notwithstanding the foregoing, 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 the treatment of Confidential Information.
  - (d) The obligations of this Section 4 shall continue for a period of five (5) years after the termination of this MoU.
  - (e) The Parties are responsible for the safekeeping and confidentiality of all Confidential Information made available to them, during the term of this MoU and for the period of five (5) years, mentioned above.
  - (f) The Confidential Information shall be maintained by the receiving Party in a secure location with limited access, that shall only be granted to consultants, attorneys, officers, board members and other employees who need to review the Confidential Information for purposes of this MoU

("Representatives"), provided that the Representatives agree to treat the Confidential Information as such, in substantially the same terms as provided in this Section 4.

5. **Status of MoU.** The Parties agree to be bound by the provisions of Sections 2, 4, 5, 6, 7 and 8 of this MoU and agree that the remaining Sections of this MoU are non-legally binding and represent the framework for future discussions between the Parties in relation to the Collaboration. The commencement of any activities contemplated by this MoU shall be subject to an agreement and execution of legally binding documentation.
6. **Effective Date, Term, Termination, Modifications.** This MoU shall become effective on the date of last signature and continues for five (5) years. A Party may terminate this MoU subject to one (1) months' advance written notice to the other Party. Any such termination shall not affect the implementation of on-going activities, which have been agreed upon prior to the date of termination of this MoU. Any provision of this MoU may be modified by mutual written consent of the Parties.
7. **Representations and Warranties.** The Parties hereby reciprocally represent and warrant that:
  - (a) Each Party holds full power and authority to enter into this MoU and any other instruments that may be deemed necessary and may happen to be signed, regarding this potential Collaboration, or to consummate the transactions hereby contemplated.
  - (b) Each Party has obtained all permissions, consents and corporate approvals necessary for the execution of this MoU.
  - (c) The MoU's execution and consummation does not infringe nor violate any provision of Parties incorporation acts, nor any contract or obligation assumed and do not infringe or violate, constitute or will represent any breach or default to the terms of any law, rule, regulation, court order, decree, determination, order or registration towards any Government Authority to which the Parties are subject to.
  - (d) Neither this MoU, neither other signed instruments or delivered by the Parties in accordance with this document terms, contains any untrue statement of a fact material nor omit a necessary fact material to prevent the statements in this or those that may be misleading.
  - (e) The Parties have the legal capacity to fulfil all obligations under this MoU.
8. **Dispute Resolution.** In the event of any dispute, controversy, difference or claim arising out of, relating to or in connection with this MoU (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 between the Heads of the Parties or in a court of competent jurisdiction, unless mutually agreed otherwise.

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