MEMORANDUM OF UNDERSTANDING BETWEEN THE MEDICINES PATENT POOL ("MPP") AND FUNDACIÓN PRIVADA INSTITUTO DE SALUD GLOBAL BARCELONA ("ISGLOBAL")

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 Varembé 7, 1202 Geneva, Switzerland, and Fundación Privada Instituto de Salud Global Barcelona (ISGlobal), a private foundation organized under the laws of Spain with a principal address of carrer del Rosselló, 132 08036 Barcelona (Spain), collectively referred to as the "Parties" and individually as a "Party."

Background:

ISGlobal is a spanish non-profit organization resulting from an alliance of academic, governmental and philanthropic institutions, which aims to contribute to strengthening global health through the generation of knowledge through scientific research, the transmission and transfer of knowledge and innovation, both in developed and developing countries, with emphasis particularly in the most disadvantaged populations, thus promoting equity in health, including affordable access to medical technologies in LMIC's.

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 2023-2025 strategy articulates a commitment to working closely with universities, research institutions, funders and other entities to support the inclusion of terms in licensing and funding agreements for early-stage health technologies that contemplate affordable access in low- and middle-income countries (LMICs).

MPP and ISGlobal recognize that equitable access in LMICs can benefit from close collaboration between research institutions and organizations built expressly for the purposes of facilitating affordable access, such as MPP, and that early consideration of LMIC affordable access in licensing or funding agreements may help facilitate such access once a medical technology is commercialized. ISGlobal and MPP further agree upon the value in utilizing an affordable access plan provision (AAP) in licences of early-stage medical technologies as one method to further equitable access goals, where such provisions create an expectation of the collaborative development of strategies and timelines to achieve affordable access in LMICs, and where such strategies may include, for example, licensing of intellectual property and technology transfer, or other strategies that may be likely to yield equitable access. An example of an affordable access plan provision is provided in Appendix A.

MPP and ISGlobal further recognize that ISGlobal and its licensees may benefit from additional global health and access-related expertise that MPP may have relevant to particular technologies, disease fields, and/or other issues important to developing a fuller understanding of specific public health needs in certain countries and/or regions. Such expertise may be valuable in assisting in the evaluation and potential improvement of access plans submitted to ISGlobal.

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) On a semi-annual basis, ISGlobal will update MPP as to executed licences where the AAP provision has been utilized providing detail as to the identity of the licensee, types of technology at issue, the relevant disease field, any other information that may help provide context into the potential public health applications of the technology, and the current status of development of licensed products deriving from such licences (the "Licensed Products");

(b) Where ISGlobal utilizes the AAP in licences of medical technologies and where the Licensed Products mature to the point that affordable access plans must be submitted to ISGlobal in accordance with the AAP, MPP can, where appropriate, be available as a "designated entity" to assist ISGlobal in the evaluation of such access plans, working collaboratively with ISGlobal and ISGlobal's licensees;

(c) MPP and ISGlobal 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, with prior agreement, 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 eight (8) 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.

ISGlobal

25445668D GONZALO VICENTE (R: G65341695)

Firmado digitalmente por 25445668D GONZALO VICENTE (R: G65341695)
Fecha: 2025.01.20 08:54:59 +01'00'

Name: Gonzalo Vicente Lacambra
Title: General Manager
Date: 20/01/2025

Medicines Patent Pool

DocuSigned by:
Charles Gore
4713D0F59C13482...

Name: Charles Gore
Title: Executive Director
Date: 21 January 2025

Appendix A

Example of an Affordable Access Plan Provision

From the University of California Berkeley exclusive license template (translated into Spanish):

I. Plan de Acceso Asequible.

En un plazo de tres (3) meses desde la recepción de la aprobación de la FDA (o su equivalente extranjero) del PRODUCTO PROTEGIDO POR LICENCIA, el LICENCIATARIO proporcionará a los REGENTES: a) un Plan de Acceso Asequible (definido más abajo), o b) una explicación por escrito de la razón por la que un Plan de Acceso Asequible de ese tipo no se necesita o es irrealizable.

En el caso del supuesto b), el LICENCIATARIO se compromete a debatir de buena fe con los REGENTES en el plazo de un (1) mes a partir de ese momento ("Debate Inicial") y, si tras ese Debate Inicial los REGENTES llegan a la conclusión de que un Plan de Acceso Asequible es razonable y deseable, se compromete a facilitar un Plan de Acceso Asequible a los REGENTES en el plazo de tres (3) meses tras ese Debate Inicial.

El "Plan de Acceso Asequible" supone planes de los LICENCIATARIOS y/o de sus SUBLICENCIATARIOS (incluidas las estrategias y los plazos), razonablemente destinados a respaldar el acceso asequible en a) los países de ingreso mediano y bajo según la definición del Grupo Banco Mundial ("LMICs"), y b) para las poblaciones de los Estados Unidos vulnerables, desatendidas y con necesidades especiales, según la definición del Departamento de Salud y Servicios Sociales, por ejemplo mediante el sistema de licencias o asociaciones como con organizaciones sin ánimo de lucro. En la medida en que el Plan de Acceso Asequible incluya información protegida, el LICENCIATARIO también facilitará una versión no confidencial o una declaración de ese Plan que los REGENTES podrán poner a disposición de terceras partes:

1. Un determinado conjunto de ("LMICs") en los cuales el LICENCIATARIO no tiene intención de comercializar los PRODUCTOS PROTEGIDOS POR LICENCIA (el "Territorio No Comercializado");

2. Los planes del LICENCIATARIO y/o de sus SUBLICENCIATARIOS (incluidas las estrategias y los plazos) razonablemente destinados a respaldar el acceso asequible en los LMICs y los Territorios No Comercializados, por ejemplo mediante el sistema de licencias o asociaciones tales como con organizaciones sin ánimo de lucro; y

3. Los planes del LICENCIATARIO y/o de sus SUBLICENCIATARIOS (incluidas las estrategias y los plazos) razonablemente destinados a respaldar el acceso asequible para las poblaciones de los Estados Unidos vulnerables, desatendidas y con necesidades especiales.

En un plazo de treinta (30) día desde la solicitud de los REGENTES (pero no más de una vez al año), el LICENCIATARIO acuerda consultar a los REGENTES para analizar los progresos

realizados por el LICENCIATARIO, y considerar de buena fe las modificaciones que puedan sugerir los REGENTES respecto de su Plan de Acceso Asequible ("Debate sobre los Avances"). Para mayor claridad, aunque los REGENTES puedan invitar a una entidad designada a sumarse al Debate Inicial y/o al Debate sobre los Avances en el marco del Párrafo 4.9, esos debates estarán sujetos en todo momento a las obligaciones de confidencialidad establecidas en el Artículo 25 (Confidencialidad).

II. INFORMES DE SITUACIÓN Y DE REGALÍAS

Informes de Situación. Para el período con inicio el **[fecha**], el LICENCIATARIO presentará a los REGENTES un informe de situación semestral en el que se abarquen las actividades llevadas a cabo por el LICENCIATARIO respecto del desarrollo y las evaluaciones de todos los PRODUCTOS, SERVICIOS y MÉTODOS PROTEGIDOS POR LICENCIA, así como aquellas actividades para la obtención de las necesarias aprobaciones gubernamentales, en su caso, para la comercialización en los Estados Unidos. Estos informes de situación se realizarán para todas las actividades de desarrollo hasta que se produzca la primera VENTA en los Estados Unidos. Cada informe de situación será un resumen suficientemente detallado de las actividades llevadas a cabo por el LICENCIATARIO y los SUBLICENCIATARIOS, de forma que los REGENTES puedan evaluar y determinar los avances realizados por el LICENCIATARIO en el desarrollo de los PRODUCTOS, SERVICIOS y MÉTODOS PROTEGIDOS POR LICENCIA, y en el cumplimiento de las obligaciones en materia de diligencia previstas en el Artículo 7 (Diligencia); asimismo, esos informes incluirán (aunque no exclusivamente) lo siguiente: un resumen de la labor realizada y en curso; el calendario actual de los acontecimientos e hitos previstos, incluidos los hitos en materia de diligencia previstos en el Párrafo 7.2; las fechas previstas de comercialización para los TERRITORIOS PROTEGIDOS POR LICENCIA; la situación de la aplicación del Plan de Acceso Asequible y las actividades llevadas a cabo por el SUBLICENCIATARIO durante el período abarcado por el informe. El LICENCIATARIO también indicará a los REGENTES la fecha de su primera VENTA en sus informes de situación y de regalías inmediatamente posteriores.