

MEMORANDUM OF UNDERSTANDING BETWEEN THE MEDICINES PATENT POOL AND THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

This Memorandum of Understanding (“MoU”) is effective as of the date of the last signature, 2025 (the “EFFECTIVE DATE”) and is made by and between the Medicines Patent Pool (“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 The Trustees of the University of Columbia in the City of New York (“COLUMBIA”), a corporation of the state of New York, with a place of business at 3280 Broadway, 2nd Floor, New York, New York 10027.

BACKGROUND

COLUMBIA is one of the world’s largest research universities, fueling innovations to address critical challenges. COLUMBIA’s world-class researchers consistently discover promising early-stage therapeutic innovations. COLUMBIA desires to attract external partners to invest the significant resources required to take these early-stage innovations into IND-enabling studies, onto clinical trials, through regulatory approval, and then to broad adoption to address unmet healthcare needs. COLUMBIA relies on these external partners to give every licensed innovation its best chance to achieve regulatory approval for patient care. COLUMBIA believes that a potential mechanism for encouraging affordable global access to therapeutic or other medical innovations may include affordable access licensing provisions and, in some cases, partnering with qualified humanitarian organizations that can assist with affordable global distribution.

The Medicines Patent Pool (“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 low- and middle-income countries (“LMICs”) through patent pooling, non-exclusive voluntary licensing, and technology transfer. MPP’s strategy articulates a commitment to working closely with funders, universities, and other entities to support the inclusion of LMIC access terms in licensing and funding agreements for early-stage health technologies. MPP’s goals align with COLUMBIA’s mission to maximize the positive societal impact of COLUMBIA research innovations.

MPP and COLUMBIA desire to establish a collaboration to improve affordable access to beneficial medical technologies in LMICs. In some cases, affordable access provisions in university licensing agreements may be a useful mechanism to facilitate affordable access in LMICs. MPP and COLUMBIA share common goals and believe collaboration may yield improved health outcomes in LMICs. COLUMBIA’s office of Columbia Technology Ventures supports COLUMBIA’s research community to maximize the positive societal impact of its innovations. The Parties understand that COLUMBIA’s collaboration under this MOU will occur through its office of Columbia Technology Ventures.

NOW, THEREFORE, the MPP and COLUMBIA, acting through its Columbia Technology Ventures, agree upon a framework of collaboration (the “Collaboration”) as follows:

ARTICLE I COLLABORATION

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

- enable two-way communication to improve licensing language directed toward ensuring affordable access to therapeutics and other medical technologies;
- reviewing affordable access plans received by COLUMBIA from its licensees and sublicensees to the extent permitted by the terms of COLUMBIA's licensing agreements, where appropriate;
- expanding the network of partners available to assist COLUMBIA and its licensees in facilitating equitable access to medical technologies in LMICs;
- exchanging best practices to further the affordable access to medical innovations discovered in academic laboratories; and/or
- educating the public, policymakers, and other interested parties about the importance of affordable access, investment in early-stage medical innovations from academic laboratories, and balanced licensing language to encourage affordable access while enabling partners to invest resources in bringing those discoveries to market.

1.2 MPP and COLUMBIA will, as appropriate, use reasonable efforts to collaborate on patent licensing language directed to affordable access plans for medical technologies ("Affordable Access Plan Provisions") as follows:

- (a) COLUMBIA will consult from time to time with MPP on issues related to COLUMBIA's Affordable Access Plan Provisions;
- (b) COLUMBIA may provide to MPP summaries of feedback that COLUMBIA receives on COLUMBIA's Affordable Access Plan Provisions;
- (c) On a semi-annual basis, COLUMBIA will update MPP as to executed licenses where Affordable Access Plan Provisions have been utilized, providing detail as to the identity of the licensee to the extent deemed reasonable by COLUMBIA, types of technology at issue, relevant disease field(s), and any other information that may help provide context as to the public health applications of the technology, and the current status of development of the licensed products deriving from such licenses (the "Licensed Products");
- (d) MPP will make its representatives available to COLUMBIA to consult on questions related to COLUMBIA's Affordable Access Plan Provisions; and/or
- (e) MPP will make its representatives available to COLUMBIA to consult on feedback that COLUMBIA receives on COLUMBIA's Affordable Access Plan Provisions.

1.3 MPP and COLUMBIA will, as appropriate, and to the extent permitted by the terms of COLUMBIA's licensing agreements, use reasonable efforts to collaborate on reviewing Affordable Access Plans received by COLUMBIA from licensees and sublicensees:

- (a) COLUMBIA may consult MPP on the review of Affordable Access Plans provided to COLUMBIA by COLUMBIA licensees or sublicensees;
- (b) MPP will, where appropriate, make its representatives available to COLUMBIA to collaborate on reviewing Affordable Access Plans provided to COLUMBIA by COLUMBIA licensees or sublicensees; and/or
- (c) MPP will attempt to refer COLUMBIA to other qualified humanitarian organizations having subject matter expertise in indications relevant to an Affordable Access Plan received by COLUMBIA from its licensee or sublicensee and to other resources that may assist as partners for distribution to LMICs.

1.4 MPP and COLUMBIA will, as appropriate, use reasonable efforts to collaborate on communicating with the public, policymakers, and other interested parties about considerations concerning affordable access to medicines, investment in early-stage therapeutic innovations from academic laboratories, and balanced licensing language to encourage affordable access while enabling partners to invest resources in bringing those discoveries to market.

ARTICLE II COMMUNICATIONS

2.1 The Parties agree that this MOU may be made publicly available on their respective websites and by other appropriate means.

2.2 The Parties will collaborate on any press release related to this MOU.

2.3 MPP will refrain from using the name of COLUMBIA or its employees or students in publicity or advertising without the prior written approval of COLUMBIA. Reports in scientific literature, factual statements about the existence of this MOU and the Parties' relationship, and presentations of joint research and development work are not publicity. MPP may, as appropriate, disclose to third parties that COLUMBIA has incorporated Affordable Access Plan Provisions into its licensing practices.

ARTICLE III FINANCIAL OBLIGATIONS

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 will be subject to the availability of funds for these activities.

ARTICLE IV

CONFIDENTIALITY

4.1. COLUMBIA and MPP each possess, and consider to be proprietary and confidential, certain information, drawings, data, software, documentation, business plans and know-how relating to pharmaceutical innovations and affordable access efforts (all such confidential information, drawings, data, software, documentation, business plans and know-how are hereinafter referred to as "Confidential Information"). COLUMBIA and MPP are both interested in having each Party receive access to such Confidential Information of the other for the sole purpose of the Collaboration.

4.2. Each Party will treat as confidential all Confidential Information which is or has been made available, directly or indirectly, to it by the other Party, and will treat it with the same degree of care that it would treat Confidential Information of its own, and with no less than reasonable care. Each Party will use Confidential Information received from the other Party only to the extent necessary for the Collaboration. Without the express written permission of the other Party each Party agrees to limit access to such Confidential Information received from the other Party to those of its employees reasonably requiring same for the aforesaid Purpose and who are obligated to treat same in a manner and to an equivalent extent as provided herein with regard to confidentiality, use, and non-disclosure.

4.3. The receiving Party will not disclose Confidential Information of the other Party to others.

4.4. The secrecy and non-disclosure obligations of each Party under this Agreement do not apply to Confidential Information received from the other Party which: (a) at the time of the disclosure is generally available to the public or thereafter becomes generally available to the public through no act or omission of the receiving Party or its employees; or (b) the receiving Party can show by written records to have been in the receiving Party's possession prior to the time of the disclosure and was not acquired, directly or indirectly, from the other Party; or (c) the receiving Party can show by written records to have been independently made available as a matter of right to the receiving Party by others, provided such others did not acquire the Confidential Information directly or indirectly from the other Party; or (d) is required to be disclosed by law or court order.

ARTICLE V STATUS OF MOU

The Parties agree to be bound by the provisions of Sections 2, 4, 7, and 8 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.

ARTICLE VI TERM AND TERMINATION

This MOU will enter into force on the Effective Date 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 immediately upon written notice in the event of a breach of any provisions of this MOU by the other Party.

ARTICLE VII PUBLICATION AND OTHER ACTIVITIES

7.1 Nothing in this MOU restricts in any way either Party's right to engage in any research or to author any publication or to enter into any partnership or the terms or scope thereof.

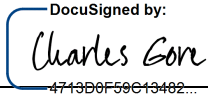
7.2 Without limiting any other provision of this MOU, MPP acknowledges that COLUMBIA's collaborative activity hereunder will occur through its Innovation Partnerships unit, and nothing in this Agreement binds any researcher or other unit of COLUMBIA.

ARTICLE VIII NO ASSIGNMENT


No Party has the right to assign this Agreement without the prior written consent of all Parties. Any attempted assignment or pledge without the express prior consent of all other Parties will be void from the beginning.

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

FOR MEDICINES PATENT POOL

By 
Name Charles Gore
Title Executive Director
Date 4/28/2025

FOR THE TRUSTEES OF
COLUMBIA UNIVERSITY IN
THE CITY OF NEW YORK

By 
Name Scot G. Hamilton
Title Senior Director
Date April 28, 2025

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