

MEMORANDUM OF UNDERSTANDING
between VIZURI HEALTH DYNAMICS FOUNDATION
and THE MEDICINES PATENT POOL FOUNDATION

PREAMBLE

This Memorandum of Understanding (“MoU”) is made between **Vizuri Health Dynamics Foundation (Vizuri)** and **The Medicines Patent Pool Foundation (MPP)**, which are referred to collectively as the “Parties” and individually as a “Party”.

BACKGROUND

Vizuri Health Dynamics Foundation is an African non-profit organization registered in Mauritius, whose management office is C/O Axis Fiduciary Ltd, The Axis, 26 Cybercity, Ebene, 72201, Mauritius. Vizuri Health Dynamics Foundation is created to foster a competitive healthcare products manufacturing sector in Africa. Vizuri partners with regulators, purchasers, funders and manufacturers to address key market failures to improve the supply, quality and value of critically needed therapeutics and APIs for Africa’s people. Vizuri catalyses investments and builds the sector’s capabilities in security of supply; quality of commodities and ensuring value for money.

The **Medicines Patent Pool Foundation** is a United Nations-backed public health organisation, registered as a foundation under the laws of Switzerland and having its principal address at Rue de Varembe 7, 1202 Geneva, Switzerland, working to increase access to and facilitate the development of life-saving medicines for low-and middle-income countries (LMICs). Through its innovative business model, MPP partners with civil society, governments, international organizations, industry, patient groups and other stakeholders to prioritise and license needed medicines and pool intellectual property to encourage generic manufacture and the development of new formulations.

MPP’s mandate covers patented medicines for infectious diseases including HIV, TB, and hepatitis C and non-communicable diseases including cancer, cardiovascular diseases, diabetes and maternal health. MPP recently adopted key policies in its voluntary licensing and technology transfer model to facilitate greater access in Africa as part of its strategy to support local production.

AGREEMENT

Now, therefore, Vizuri Health Dynamics Foundation and The Medicines Patent Pool Foundation have agreed on a framework of collaboration as articulated under this Memorandum of Understanding.

ARTICLE 1 – OBJECTIVE

This Memorandum of Understanding (MoU) establishes the framework of collaboration between Vizuri and MPP to build, support and foster a resilient, self-sustaining and competitive African healthcare products manufacturing industry, increasing access and bringing quality and affordable medicines to people across the continent.

ARTICLE 2 – AREAS OF COOPERATION

In furtherance of both Parties' objective of increasing access to highly needed, innovative medicines and health technology products through voluntary licensing and technology transfer in Africa, MPP and Vizuri agree to establish a framework of cooperation as follows:

1. Vizuri will collaborate with MPP on objectives relating to better understanding the landscape of the African pharmaceutical manufacturing sector and its market dynamics. to inform possible interventions in support of local/regional manufacturing and to facilitate affordable access to health products.
2. Vizuri will leverage its network of African Manufacturers Associations and partnerships with manufacturers and other stakeholders to provide support as necessary for initiatives with a shared goal of improving access to technology and know-how and local manufacturing in Africa.
3. Vizuri agrees to complement MPP's work by fostering product adoption and demand generation efforts, when required, to facilitate the uptake of licensed/locally manufactured products in Africa.
4. MPP agrees to engage and partner with Vizuri, as necessary, to identify and explore new opportunities that could contribute to advancing the capacities and capabilities of health product manufacturers in Africa.

ARTICLE 3 – GENERAL RESPONSIBILITIES

1. The Parties shall fulfil their commitments with full regard for the terms and conditions of this MoU.
2. Unless in relation to their collaboration or joint activities under this MoU or through another agreement, neither Party shall in any manner use the name, acronym or logo of the other Party in connection with their business, unless authorized by the other Party in writing.
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 – CONFIDENTIALITY

1. The Parties may make available to each other certain Confidential Information (as hereinafter defined) to facilitate their work as mutually agreed or may otherwise learn of Confidential Information held by the other Party. “Confidential Information” in this section means all confidential or proprietary information regarding a party or its business, including without limitation any confidential information that may be received from third party and is authorized to share, all products, patents, trademarks, copyrights, trade secrets, databases, software, research, development, inventions, scientific information, financial, marketing, 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.
2. 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 within the meaning of “third party” herein); 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

paragraph in the event that a Party is legally compelled or required by the authorities to disclose any of the Confidential Information.

3. Any legally binding documentation or Non-Disclosure Agreement (NDA) entered by the parties in relation to the MoU shall contain relevant clauses relating to confidentiality of information.
4. The obligations of this Section 4 shall continue for a period of three (3) years after the termination of this MoU.

ARTICLE 5: COMMUNICATION

Both parties agree to designate points of contacts in each organization to coordinate communications, facilitate monitoring of activities and review of implementation as mutually agreed.

ARTICLE 6: FINANCIAL IMPLICATIONS

Under this MoU, there is no commitment of funds or other resources, and each party will respectively bear its own expenses, costs, risks, and liabilities arising from each Party's obligation and efforts under this MoU.

For the implementation of a specific project / area of work, this MoU allows the parties to mutually agree to a legally binding contractual agreement defining scope of work, roles and responsibilities, financial obligations, terms and conditions including human resources or sub-contracting, to be signed off by both parties as an addendum to the MoU.

ARTICLE 7: TERM AND TERMINATION

This MoU shall become effective on the date of the last signature and continues for five (5) years. It may be modified by mutual written consent of the Parties. This MoU can be renewed by written amendment signed by both parties. It can also be terminated by either Party upon a sixty (60) day advance written notice to the other party.

ARTICLE 8: DISPUTE RESOLUTION

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

ARTICLE 9: MISCELLANEOUS

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

In **WITNESS WHEREOF**, the Parties have caused this MoU to be executed by their duly authorized representative:

Signed for and on behalf of

**VIZURI HEALTH DYNAMICS
FOUNDATION**

BY:



Name: Mariatou Tala Jallow

Title: Council Chair

Date: 19 / 5 / 2025

Signed for and on behalf of

**THE MEDICINES PATENT POOL
FOUNDATION**

BY:



Name: Charles Gore

Title: Executive Director

Date: 19 / 5 / 2025

