

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD HEALTH ORGANIZATION
AND
THE MEDICINES PATENT POOL FOUNDATION**

Introduction

WHEREAS, the World Health Organization (hereinafter referred to as “**WHO**”), having its headquarters in Geneva, Switzerland, is the directing and coordinating authority on international health, and provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS, the Medicines Patent Pool Foundation (hereinafter referred to as “**MPP**”), having its business headquarters in Geneva, Switzerland, is a nongovernmental organization, registered as a non-profit foundation under the laws of Switzerland, with a mission to improve the health of people living in low- and middle-income countries (“**LMICs**”) by increasing access to quality, safe, efficacious and affordable medicines and medical technologies by facilitating access to intellectual property to allow for the rapid development and manufacturing of these medicines and technologies.

WHEREAS, WHO and MPP (hereinafter referred to as together the “**Parties**” and individually as a “**Party**”) desire to address the inequalities in access to health products in LMICs that emerged during the COVID-19 pandemic and to strengthen regional health security and respond more equitably to future pandemics.

WHEREAS, WHO and MPP signed a Memorandum of Understanding on 1 January 2024 to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in the subject of the mRNA Technology Transfer Programme.

WHEREAS, in January 2024, WHO announced the Health Technology Access Programme (**HTAP**) to bridge the health technology access gap by providing an evidence-driven mechanism for selecting, securing and facilitating the geo-diversified transfer of technology and know-how, while helping build product development capacity in LMICs through health technology consortia.

WHEREAS, HTAP is predicated on fostering effective partnerships and the alignment of resources – both within and external to WHO over the technology value chain.

WHEREAS, WHO and MPP have recognized the need to collaborate towards implementing critical activities of HTAP.

Now, therefore, the Parties decide as follows under this Memorandum of Understanding (hereinafter sometimes also referred to as this “**MOU**”):

Article 1

Objective and Areas of Collaboration

- a) The objective of this Memorandum of Understanding is to provide a framework of cooperation and to facilitate collaboration between the Parties to further their shared goals and objectives to support WHO's activities on health technology access, including advancing the implementation of WHO HTAP and its activities (the "**Collaboration**").
- b) As and where appropriate, and subject to the terms of this Memorandum of Understanding and WHO's rules and policies, the Parties intend to collaborate in the following overarching areas and their respective activities described in Annex 1:
 - i. Identifying and prioritizing health technologies/products/disease targets that may inform WHO's work on health technology access, including WHO HTAP, to advance global equitable access to health products and health security.
 - ii. Sharing technical analyses and information on intellectual property status, licensing considerations, and related technical matters for WHO's consideration that may inform its activities health technology access and facilitate technology transfer.
 - iii. Identifying potential manufacturers or developers in support of technology access initiatives.
 - iv. Supporting the selection of sublicensees.
 - v. Advocating and raising awareness to promote WHO's public health messages and recommendations on health technology access.
 - vi. Within their respective roles, to support WHO's resource mobilization activities in favour of WHO's programmes and initiatives on health technology access, in accordance with WHO's policies and procedures; and
 - vii. Providing technical support to advance WHO's work on technology transfer to low- and middle-income countries including WHO HTAP.

The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest, subject to the conduct of due diligence and risk assessment, and consistent with their respective mandates and applicable WHO rules and policies.

- c) This Memorandum of Understanding is not an international convention or agreement, is not subject to international law, is not intended to give rise to any rights or obligations at international law, and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either MPP or WHO.

Article 2

Organization of the Cooperation

- a) The Parties intend to hold joint meetings regarding this Memorandum of Understanding on a regular basis, including by teleconference, videoconference, and face-to-face meetings, and develop a draft joint work programme for approval by each Party, to evaluate progress, and to make recommendations between the Parties, as appropriate.

- b) An annual high-level meeting will take place to regularly take stock of the collaboration and joint activities, define and reorient priority areas of collaboration, as needed.

Article 3

Implementation, Financial Obligations, and Fundraising.

- a) Implementation of any of the activities outlined in this MOU will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices.
- b) There is no transfer of funds between the Parties under this MOU, and any transfer of funds between the Parties for the performance of any activity arising from this MOU would be subject to separate written agreement signed by duly authorized representatives of both Parties.
- c) Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this MOU in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.
- d) Without prejudice to paragraphs a and b above, each Party shall bear the costs and expenses arising from the activities for which that Party is responsible under this MOU or resulting from this MOU.
- e) This MOU represents no commitment on the part of any Party concerning the financing of any particular activity in connection with this MOU.

Article 4

Disclosure, Publicity, Notices and Other Communications

- a) The signature of the present MOU may be announced through a press release agreed to in advance and in writing by the Parties.
- b) Subject to the provisions of articles 5 and 7 below, each Party may acknowledge the existence of this MOU to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this MOU.
- c) Each Party may publish this MOU on its website, provided that the context in which each Party intends to do so will be subject to the advance written agreement of the other Party (agreement not to be unreasonably withheld), and except as explicitly provided herein, this MOU and any subsequent agreements and/or any individual clauses contained therein will not be publicly disclosed or made available without the prior written agreement of both Parties.
- d) The Parties agree to designate a point of contact in their organisations to coordinate communications, and facilitate the monitoring of the activities, under this MOU. The points of contact for each Party are as set out below. Any changes to the points of contact referred to below shall be promptly notified to the other Party in writing (email is acceptable).

- e) All notices to be given under this Memorandum of Understanding must be in writing and sent to the address or official email account of the intended recipient Party set out hereinafter or to any other address or email account which the intended recipient Party may designate by notice given in accordance with this Article. Any notice may be delivered personally or sent by first class pre-paid registered mail or by email, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, 48 hours after posting; and if by email when dispatched provided no delivery failure information is received.

MPP	Esteban Burrone Head of Strategy, Policy and Market Access Email: eburrone@medicinespatentpool.org and Ike James Head of Technology Transfer Email: ijames@medicinespatentpool.org --- Mailing address: Medicines Patent Pool Rue de Varembe 7, fifth floor 1202 Geneva SWITZERLAND Tel. +41 (0)22 533 50 50
WHO	Claudia Nannei Senior Programme Manager Email: nanneic@who.int --- Mailing address: WHO headquarters in Geneva Avenue Appia 20 1211 Geneva Switzerland Telephone: +41 22 791 21 11

Article 5

Confidentiality

- a) During the term of this MOU, a Party may make available to the other Party Confidential Information (as hereinafter defined), or one Party may otherwise learn of Confidential Information from the other Party. For purposes of this Article, "Confidential Information" means any and all confidential, non-public and/or proprietary information, data, documents or other materials of the disclosing Party and/or third parties collaborating with it, whether in written, oral or tangible form. Any Confidential Information that is disclosed or otherwise made available to a receiving Party shall be clearly marked or identified as "confidential" by the disclosing Party at the time of its disclosure; provided, however, that if the disclosing Party inadvertently and in good faith fails to mark or identify any information, data, documents or materials as "confidential" at the time of their disclosure, then such information, data, documents or materials (as applicable) shall nevertheless be treated as "Confidential

Information” under this MOU if it is reasonably evident that they are confidential by reason of their type or character and/or by the circumstances of their disclosure.

- b) Notwithstanding paragraph (a) above, the term "Confidential Information" shall not include, and the confidentiality obligations and restrictions on use contained in this Article 5 shall not apply to, any information that the receiving Party is able to demonstrate, as evidenced by written records or other competent proof: (i) was already in the public domain at the time of disclosure of such information by the disclosing Party to the receiving Party; (ii) is or becomes generally available to the public on a non-confidential basis either (A) through no fault of the receiving Party or any of its employees, contractors, agents or representatives, or (B) from a third party provided that such third party is not in breach of an obligation of confidentiality or restriction on use with respect to such information; (iii) was independently developed by the receiving Party without access or reference to the disclosing Party's Confidential Information and 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 the receiving Party prior to the disclosure of such information by the disclosing Party to the receiving Party.
- c) The receiving Party: (i) shall hold in the strictest confidence any of the other Party's Confidential Information; and (ii) shall not distribute, disclose or convey the other Party's Confidential Information to any person or entity, unless such person or entity: (A) has a need to know the Confidential Information for the purpose for which the Confidential Information was provided by the disclosing Party (the "Purpose"), and (B) is bound by obligations of confidentiality and restrictions on use substantially similar to those contained herein, in which case the receiving Party shall only disclose the disclosing Party's Confidential Information to such person/entity to the extent strictly necessary to achieve the Purpose; and (iii) shall not make use of any Confidential Information of the disclosing Party for its own benefit or for the benefit of any third party.
- d) Notwithstanding the foregoing, the receiving Party shall be permitted to disclose Confidential Information of the disclosing Party in the event that the receiving Party is legally compelled by any laws applicable to the receiving Party to disclose such Confidential Information, provided that the receiving Party shall immediately notify the disclosing Party in writing of such requirement and shall provide adequate opportunity to the disclosing Party to object to or restrict such disclosure, or request confidential treatment thereof.
- e) Upon completion of the Purpose, the receiving Party shall (unless otherwise agreed in writing by the disclosing Party) immediately cease all use and make no further use of the Confidential Information disclosed or otherwise made available to the receiving Party in connection with this MOU and/or any activities hereunder. If requested to do so by the disclosing Party, the receiving Party agrees to promptly return to the disclosing Party or destroy any and all Confidential Information disclosed or otherwise made available to the receiving Party, except that the receiving Party may retain one copy of such Confidential Information in its files to determine any continuing obligations hereunder
- f) The obligations of this Article 5 shall continue for a period of ten (10) years after the termination of this MOU.

Article 6

Intellectual Property Rights

Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this MOU which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties prior to the dissemination of such intellectual property.

Article 7

Official Emblems and Logos

Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

Article 8

Responsibility

- a) Each Party will be solely responsible for the manner in which it carries out its part of the activities under this Memorandum of Understanding. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's personnel or contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

Article 9

Notification and Amendment

- a) Each Party will promptly notify other Party in writing of any anticipated or actual material changes that will affect such Party's performance of its obligations under this Memorandum of Understanding.
- b) This Memorandum of Understanding may be amended only by mutual written agreement of the Parties, signed by a duly authorized representative of each of the Parties.

Article 10

Compliance with WHO Policies

By entering into this Memorandum of Understanding, MPP acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, MPP shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any Project activities under the Memorandum of Understanding. Without limiting the foregoing, MPP shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which MPP becomes aware. For purposes of this Memorandum of Understanding, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics; (ii) the WHO Policy on Preventing and Addressing Sexual Misconduct; (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code

of Conduct for responsible Research; (v) the WHO Policy on Preventing and Addressing Retaliation; and (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, , in each case, as amended from time to time and which are publicly available on the WHO website at the following link: <http://www.who.int/about/ethics/en/>

Article 11

Zero tolerance for sexual misconduct, harassment and other types of abusive conduct

WHO has zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment), harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein, MPP warrants that it shall: (i) take all reasonable and appropriate measures, including training, to prevent any form of sexual misconduct, as described in the WHO Policy on Preventing and Addressing Sexual Misconduct, harassment and other types of abusive conduct, as described in the WHO Policy on Preventing and Addressing Abusive Conduct, by any of its employees and any other natural or legal persons engaged or otherwise utilized by it to perform any activities under the Memorandum of Understanding, (ii) promptly report to WHO, through the WHO Office of Internal Oversight Services (investigation@who.int) or through the WHO Integrity Hotline which can be accessed via <https://www.who.int/about/ethics/integrity-hotline>, and respond to and take corrective measures, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which MPP becomes aware, and (iii) cooperate with WHO in relation to the response to such actual or suspected violations.

Article 12

Anti-Terrorism and UN Sanctions; Fraud and Corruption

MPP warrants for the entire duration of the Memorandum of Understanding that:

- (i) it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- (ii) it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the implementation of the Project;
- (iii) it has taken all reasonable and appropriate measures to inform any natural and/or legal persons engaged or otherwise utilized to perform any activity under the Memorandum of Understanding of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption and their duty to comply with the standards of conduct set out in the aforementioned Policy;
- (iv) it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the implementation of the Project; and
- (v) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (investigation@who.int), any credible allegations of actual or suspected fraudulent or corrupt practices (as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption) in connection with the execution of this

Memorandum of Understanding of which MPP becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, MPP agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response, the outcome of any such response, and any corrective measures implemented should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

Article 13

Breach of essential terms

MPP acknowledges and agrees that each of the provisions of Article 10 (Compliance with WHO Codes and Policies), Article 11 (Zero tolerance for sexual misconduct, harassment and other types of abusive conduct), and Article 12 (Anti-Terrorism and UN Sanctions; Fraud and Corruption) above constitutes an essential term of this Memorandum of Understanding and that in case of breach of this provision, WHO may, in its sole discretion, decide to terminate this Memorandum of Understanding and/or any other agreement concluded by WHO with MPP, immediately upon written notice to MPP, without any liability for termination charges or any other liability of any kind.

Article 14

Entire agreement; Duration and Termination

- a) This Memorandum of Understanding, together with its Annex 1, constitutes the entire agreement between the parties concerning its subject matter, and supersedes any prior agreements, arrangements and/or understandings regarding the same. Annex 1 constitutes an integral part of this Memorandum of Understanding.
- b) This Memorandum of Understanding will begin on signature by the authorized official of each Party and continue for five (5) years. If the signing occurs on different dates, this Memorandum of Understanding will take effect on the date of the last signature thereof.
- c) The Memorandum of Understanding can be renewed by written amendment signed by both Parties. Any renewal of this MOU shall be on the same terms and conditions as set forth herein, unless otherwise expressly stated in the amendment concerning the renewal.
- d) Either Party may terminate this Memorandum of Understanding subject to three (3) months' advance written notice to the other Party. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this Memorandum of Understanding as of the time of such notice of termination.

Article 15

Dispute Resolution, No waiver

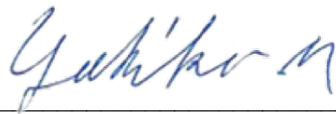
- a) Notwithstanding any specific provision herein, this Memorandum of Understanding and any dispute arising therefrom or relating thereto shall be governed by general principles of law, to the exclusion

of any single national system of law. Any dispute arising from or relating to this Memorandum of Understanding, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, in accordance with the UNCITRAL Arbitration Rules. The Parties shall accept the arbitral award as final.

- b) Nothing in this Memorandum of Understanding shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under any source of law, or as a submission to the jurisdiction of any regional, national and/or local court or tribunal.

Signed in duplicate on the date provided below:

THE WORLD HEALTH ORGANIZATION

BY: _____

Name: Dr Yukiko Nakatani

Title: Assistant Director-General
Health Systems, Access and Data

Date: 22 July 2025

**THE MEDICINES PATENT POOL
FOUNDATION**

BY: _____

Name: Charles Gore

Title: Executive Director

Date: 23 July 2025

Annex 1

Activities to be performed under the MoU between the World Health Organization (WHO) and Medicines Patent Pool Foundation (MPP)

- I. Identifying and prioritizing health technologies/products/disease targets that may inform WHO's work on health technology access, including WHO HTAP, to advance global equitable access to health products and health security**
 - MPP: Providing technical inputs that may inform WHO's activities when advancing its work on prioritization process on technologies/products/disease targets developed by WHO.
 - MPP and WHO: Raising awareness and conducting early discussions with institutions interested in sharing their licenses.
- II. Sharing technical analyses and information on intellectual property status, licensing considerations, and related technical matters for WHO's consideration that may its activities health technology access including WHO HTAP and facilitate technology transfer**
 - MPP: Providing technical inputs that may inform WHO's activities when developing licensing considerations, including providing IP landscape analysis and where relevant trainings for technology recipients.
 - MPP: Preparing, negotiating, and executing as necessary licensees with the institutions which will share their technologies and with the recipients (not on behalf of WHO).
- III. Identifying potential manufacturers or developers in support of technology access initiatives**
 - MPP: Providing technical inputs for WHO's consideration that may inform its work when developing and publishing calls for expression of interest (EoI) for technology holders and product development entities.
 - WHO will be coordinating the selection process in line with its policies and rules including relevant criteria for selecting technologies.
 - MPP: Supporting the development of business cases for technologies and assessments of new technologies for WHO's consideration and approval.
- IV. Supporting the selection of sublicensees**
 - MPP: Providing technical inputs that may inform WHO's work when developing selection and assessment criteria of potential technology transfer recipients (sublicensees or product development).
 - MPP: Supporting WHO in proactively identifying potential sub-licensees.
 - MPP and WHO: Assessing applicants (including onsite assessment if needed).
 - MPP: providing technical inputs for WHO's consideration that may inform its activities when selecting sublicensees and product development entities.
- V. Advocating and raising awareness to promote WHO's public health messages and recommendations on health technology access**
 - MPP: Promoting and advocating for WHO's public health messages and recommendations on health technology access including WHO HTAP.

- MPP: Providing technical inputs for WHO’s consideration that may inform its communication campaign to promote health technology access including WHO HTAP.
- MPP and WHO: Sharing information on advocacy and communication opportunities that may support WHO’s activities and campaign.
- MPP and WHO: Organizing joint meetings and workshops as appropriate, to promote WHO’s activities on health technology access, in line with WHO’s rules and policies.

VI. Within their respective roles and mandate, to support WHO’s resource mobilization activities in favour of WHO’s programmes and initiatives on health technology access, in accordance with WHO’s policies and procedures

- MPP and WHO: Leveraging engagements and connections with donors to attract funding for WHO’s programmes and initiatives on health technology access including WHO HTAP.
- MPP and WHO: Promoting WHO’s programmes and initiatives on health technology access including WHO HTAP and encouraging engagements with stakeholders, including meetings with non-State actors.

VII. Providing technical support to advance technology transfer to low- and middle-income countries

- MPP and WHO: Supporting, where relevant and appropriate, the technology transfer as well as the access-to-market phase, including on regulatory matters.
- MPP and WHO: Where relevant and appropriate, conducting site assessments of facilities to monitor progress including identifying actions, deliverables and capability strengthening needs for technology recipients (manufacturers, research institutions etc.) to receive and implement the technology.
- MPP: Providing technical inputs for WHO’s consideration that may inform its work on technical strategy for the development and transfer of the selected technology platforms.