

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 24 June 2026 by and between

MEDICINES PATENT POOL FOUNDATION, a not-for-profit foundation registered under the laws of Switzerland with its registered address at Rue de Varembé 7, 1202 Geneva, Switzerland (“**MPP**”);

and

FONDAZIONE PENTA ETS, a not-for-profit foundation registered under the laws of Italy with its registered address at Corso Stati Uniti, 35127 Padova, Italy (“**PENTA**”),

referred to collectively as the “**Parties**” and individually as a “**Party**”.

Preamble

WHEREAS, MPP is a UN-backed international public health organisation dedicated to increasing access to essential medicines and health technologies in low- and middle-income countries (“**LMICs**”). MPP works with partners to license these medicines and technologies through its innovative business model, encouraging the development of new formulations and the expansion of generic manufacturing markets;

WHEREAS, PENTA is a non-for-profit organisation serving as a coordinating centre for paediatric infectious disease research, with expertise in the design, sponsorship and management of clinical trials and related training programmes;

WHEREAS, the Parties have collaborated for several years through joint initiatives and engagements in the global paediatric public health ecosystem through the Global Accelerator for Paediatric Formulations (“**GAP-f**”) WHO network and with international organisations and other stakeholders;

WHEREAS, in early 2026, PENTA and MPP entered into a memorandum of understanding with a pharmaceutical company relating to potential collaboration on clinical development and access-related activities in the field of respiratory syncytial virus prevention;

WHEREAS, the Parties recognise that broad equitable access to adapted priority paediatric health technologies in LMICs requires complementary approaches combining both PENTA’s expertise in development of clinical and implementation evidence with MPP’s expertise in credible pathways to affordable access and rollout in LMICs;

WHEREAS, the Parties wish to establish a non-binding framework for broad cooperation to identify and leverage synergies, including in both infectious and non-communicable diseases, across a range of health technologies, therapeutic areas, and programmes consistent with their respective mandates;

NOW THEREFORE the Parties hereby agree to collaborate as described in this Memorandum of Understanding:

Article 1

Objectives and Areas of Cooperation

1. The objective of this Memorandum of Understanding is:
 - a. to identify and pursue areas, products, and projects where PENTA's clinical development capabilities and MPP's intellectual property licensing, technology transfer, and affordable access mandate can complement and reinforce each other;
 - b. to support the clinical development, regulatory evaluation, policy consideration, and sustainable access of health technologies in order to support public health impact in LMICs; and
 - c. to define roles and responsibilities to facilitate the collaboration between the Parties.
2. The Parties intend to facilitate:
 - a. the identification of, and engagement with stakeholders private and public, including GAP-f partners, the World Health Organization, clinical trial implementers and regulatory authorities, in relation to potential clinical trials, governmental support, regulatory advice, policy adoption processes, and access strategies streamlining research activities;
 - b. engagement with developers of innovative health technologies of potential public health importance, including supporting clinical development planning, paediatric investigation strategies, access to clinical trial material, and public-health-oriented access approaches in LMICs;
 - c. the identification and assessment of potential funding mechanisms, including the preparation and submission of joint or collaborative applications to secure such funding;
 - d. the exploration of access strategies, including voluntary licensing and/or technology transfer approaches aligned with public-health needs in LMICs;
 - e. exploration of joint strategies to support access to products developed using emerging and novel technologies, including artificial intelligence-based innovation and in-silico clinical development approaches; and
 - f. subject to confidentiality and privacy, if needed, arrangements, the exchange of data, documents, know-how and other information as may be necessary for any activity to be carried out under this Memorandum of Understanding and to identify additional areas of collaboration.
3. 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.
4. With the exception of Article 4 (Intellectual Property Rights), Article 5 (Confidentiality), and Article 12 (Dispute Resolution), this Memorandum of Understanding is not intended to be legally binding and does not in itself give rise to any implication of commitment of resources, financial or otherwise, by any Party. Nothing contained in this Memorandum of Understanding shall be construed as giving rise to a legitimate expectation by any Party that any further separate agreement will be concluded between the Parties. This Memorandum of Understanding reflects the current intentions and understanding of the Parties with respect to the subject matter hereof. Any future collaboration between the Parties shall be subject to the execution of separate written agreements.

Article 2

Roles and Responsibilities of the Parties

1. Without prejudice to the foregoing, the Parties intend to assume the following responsibilities:
 - a. PENTA will contribute its regulatory expertise, as well as expertise in the design, sponsorship, coordination, and management of paediatric clinical trials and related evidence-building activities, including engagement with investigators and clinical networks;
 - b. MPP will contribute its expertise in intellectual property management, patent landscape analysis, voluntary licensing, technology transfer, manufacturing and registration strategies, and access planning for LMICs;
 - c. the Parties will jointly engage, as appropriate, with developers, funders, regulators, international organisations, governments, civil society, affected communities, and other stakeholders in support of activities contemplated under this Memorandum of Understanding.

For the avoidance of doubt, any studies, projects, research and/or other activities, if any, undertaken pursuant to this Memorandum of Understanding, would be subject to separate written agreements, which, if concluded, will regulate the applicable economic, insurance, technical, scientific, organisational, intellectual property, privacy, management and financial terms and conditions.

Article 3

Implementation, Financial Obligations, and Fundraising

1. For the activities provided for in this Memorandum of Understanding, each Party shall endeavour to secure the necessary funding. Implementation of any of the activities outlined in this Memorandum of Understanding 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, and its administrative procedures and practices.
2. No transfer of funds between the Parties is envisioned in connection with this Memorandum of Understanding.
3. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, another Party, without the prior written approval of that other Party.

Article 4

Intellectual Property Rights

Each Party retains all rights, title, and interest in and to the intellectual property it owns or controls.

Nothing in this Memorandum of Understanding shall be construed as granting, by implication or otherwise, any licence or other right to the intellectual property of either Party.

Any use of intellectual property or know-how of a Party by the other Party shall be subject to the terms of a separate written agreement.

In the event that the Parties jointly undertake activities pursuant to this Memorandum of Understanding that result in the development of intellectual property, the ownership and use of such intellectual property shall be determined by separate written agreement between the Parties prior to any disclosure or exploitation thereof.

Article 5

Confidentiality

1. It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it (“**Confidential Information**”). Any information provided by one Party (as the "**Disclosing Party**") to the other Party (as the "**Receiving Party**") in the context of this Memorandum of Understanding shall be treated by the Receiving Party as confidential. In this connection, the Receiving Party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. For the purposes of this Memorandum of Understanding, Confidential Information shall mean any and all confidential or proprietary information regarding a Party, its business and its collaborating third parties, 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;
2. The Receiving Party shall ensure that any persons having access to the said information, on a need-to-know basis, shall be made aware of and be bound by the obligations of the Receiving Party hereunder. However, there shall be no obligation of confidentiality or restriction on use where:
 - a. the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or
 - b. the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or
 - c. the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; or
 - d. the information was independently developed by the Receiving Party by persons who did not have access to Confidential Information of the Disclosing Party.

Notwithstanding the foregoing, a 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 it 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.

3. For the avoidance of doubt, the Parties agree that any information disclosed in connection with this Memorandum of Understanding shall be governed exclusively by this Article 5, and shall not be subject to the terms of any separate confidentiality or non-disclosure agreement previously entered into between the Parties.

4. Upon termination of this Memorandum of Understanding, the Receiving Party shall (unless otherwise agreed in writing by the Disclosing Party) immediately cease all use of the Confidential Information disclosed or otherwise made available in connection with this Memorandum of Understanding and/or any activities hereunder. If requested by the Disclosing Party, the Receiving Party shall promptly destroy such Confidential Information at its own costs, except to the extent that retention is required by applicable law or for legal and regulatory purposes, in which case the Disclosing Party shall be notified in writing and the Confidential Information shall remain subject to the confidentiality obligations set out herein. Notwithstanding the foregoing, the Receiving Party shall not be required to return or destroy any computer files created during automatic system backups that are subsequently stored securely and to which its employees, contractors, advisors and consultants do not have routine or unrestricted access, and which remain subject to the confidentiality obligations set out herein.
5. The confidentiality obligations set forth in this Article 5 shall survive the termination of this Memorandum of Understanding for a period of three (3) years, unless otherwise agreed in writing between the Parties or required by applicable law.

Article 6

Official Emblems and Logos

Each Party may use the name and logo of the other Party, without prior written approval, subject to compliance with the other Party's branding guidelines, solely for the purpose of referring to collaborative activities carried out under this Memorandum of Understanding, including in presentations, publications, and social media communications.

Such use shall be factual and non-promotional and shall not imply endorsement, sponsorship, or affiliation beyond this Memorandum of Understanding. Any other use of a Party's name, emblem, logo, or trademarks shall require the prior written approval of that Party.

Article 7

Disclosure and Publicity

Subject to the provisions of Article 5 above, each Party may publicly acknowledge the existence of this Memorandum of Understanding and publish this Memorandum of Understanding in its entirety on its website, and may disclose general (non-confidential) 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 Memorandum of Understanding.

Article 8

Responsibility

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, except for any willful misconduct or gross negligence of such Party violating this Memorandum of Understanding, 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

1. Each Party will promptly notify the 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. For the avoidance of doubt, any modification of this Memorandum of Understanding shall require a written amendment in accordance with Article 9(2).
2. This Memorandum of Understanding may be amended only by mutual written agreement of the Parties.

Article 10

Duration and Termination

1. This Memorandum of Understanding shall become effective on the date of last signature and shall continue for five (5) years.
2. Any Party may terminate this Memorandum of Understanding subject to three (3) months' advance written notice to the other Party. 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 11

Communications

All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses or as otherwise agreed in writing by the Parties:

For PENTA:

Carlo Giaquinto
Fondazione Penta ETS
Corso Stati Uniti, 4
35127 Padova
ITALY
Email: carlo.giaquinto@unipd.it

For MPP:

Sébastien Morin
Medicines Patent Pool
Rue de Varembe 7, 5th Floor
CH-1202 Geneva
SWITZERLAND
Email: smorin@medicinespatentpool.org

Article 12
Dispute Resolution

In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, the Parties will use their best efforts to promptly settle such dispute through direct negotiation and with the involvement of the senior officials of them, if needed.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding by their authorised representatives.

[Signatures appear on the following page]

For and on behalf of
MEDICINES PATENT POOL FOUNDATION

Name Charles Gore

Title Executive Director

Signature

DocuSigned by:

Charles Gore

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Date 24 June 2026

For and on behalf of
FONDAZIONE PENTA ETS

Name Carlo Giaquinto

Title President

Signature

DocuSigned by:

Carlo Giaquinto

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Date 24 June 2026