
Letter of Intent (LOI)

Between



**Biotechnology Industry Research Assistance Council
(BIRAC)**

And



The Medicines Patent Pool



Revised Core

 Medicines Patent Pool
Rue de Varembe 7
1202 Geneva
Switzerland

LETTER OF INTENT (LOI)

This Letter of Intent (“LoI”) entered into on this between the following:

BIOTECHNOLOGY INDUSTRY RESEARCH ASSISTANCE COUNCIL (BIRAC) having its registered office at 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020, (hereinafter to be referred to as “**BIRAC**”) a Section 8 ‘Not-for-Profit Company’ under Department of Biotechnology, Ministry of Science & Technology, Government of India, furthering the national mandate to empower the emerging Biotech sector and support innovations, of the **First Part**;

AND

The Medicines Patent Pool, a company/ Institute, registered under the laws of Switzerland, having its registered address at Rue de Varembé 7, CH 1202, Geneva, hereinafter to be referred to as “Company/ Institute”), has its objective of increasing access to affordable and quality-assured medical technologies in low- and middle-income countries (LMICs), of the **Second Part**.

WHEREAS, First Part and Second Part individually may be referred as party and together to be referred to as “Parties”.

1. OBJECTIVES

The Parties have agreed to execute this Letter of Intent (LoI) to establish a collaborative framework. This framework aims to facilitate the exchange of best practices and develop coordinated support measures. The focus will be on fostering technology and knowledge transfer and innovation cooperation between bio and health tech companies, organizations, and institutions in India.

2. NATURE OF COLLABORATION

The Parties shall seek to collaborate in various ways intended to further the missions and objectives of each Party, and their joint interests. This would include:

a. Market Access & Global Reach:

Identify BIRAC-supported products and technologies that could serve LMIC markets via MPP’s sublicensing network, to enable market access and global



outreach through collaboration.

b. Demonstration Projects:

- Developing pilot projects where BIRAC-backed Start-ups and MSMEs develop essential generic formulations (e.g., for NCDs or antivirals), using MPP licensing frameworks.
- Designing and rolling out proof-of-concept licensing models in India, setting stage for global scale.

c. Policy Advocacy

- Jointly develop and Co-author Policy briefs promoting voluntary licensing frameworks both within India and internationally.

d. Business & Technical Capacity Building Workshops:

- Co-host theme-specific workshops for example licensing HIV/HCV generics, pandemic preparedness, cancer drug access—drawing on combined networks and technical resources.

3. MODALITIES

a. Coordinator

Each Organization shall designate a nodal person to coordinate the implementation Strategy under this LoI. The coordinators will exchange/meet as necessary to ensure appropriate cooperation under this LOI. The coordinators are:

BIRAC: Dr. Vinita Jindal

DGM & Head-IP & Tech. Management

Vjindal.birac@nic.in

Medicines Patent Pool (MPP): Esteban Burrone

Director of Policy, Strategy and Market Access

eburrone@medicinespatentpool.org

b. Confidentiality

During the tenure of this LoI, the parties, on their behalf and on behalf of their employees, agree to maintain strict confidentiality of sensitive information and will not disclose the same to any third party. Disclosure thereof for any purpose other than in accordance with this LoI shall be a breach of this LOI. Without the prior express consent



of the other party, none of the Parties may use the name, associated logos, or marks of the other.

c. Duration of LOI

This LOI shall remain valid for a period of **Two (2) Years** from the date of its signing or until a definitive MOU/Agreement is put in place by the Parties, whichever is earlier.

d. Amendment

This LoI can be amended by the mutual written consent of the Parties and additional parties may be added by written addendum to this LoI as necessary to effectuate the purpose or in furtherance of collaboration between the original Parties and with the consensus of the original Parties.

e. Nothing in this LoI limits either party from pursuing other R&D efforts, including similar collaborations in other countries, nor does it establish a joint venture or create any partnership, agency, employment, or authority for one party to act on behalf of another.

f. Further Assurance:

The parties will make, do, and execute, or cause to be made, done, and executed, all such further acts, agreements, assurances, or documents as may be reasonably required by either of them in order to implement the objectives contemplated herein.

g. Dispute Resolution:

In case of any dispute or differences arises relating to the interpretation of this LoI or duties/obligations or liabilities of the parties or on matters of any kind whatsoever arising out of or in connection with this LoI, the parties shall endeavour to settle such dispute or difference amicably by mutual discussion.

h. Termination

Either Party can terminate this LoI with a three-months' notice period duly served on the other party. Terminating the LoI will not extinguish the confidentiality obligations as provided above.

4. DEFINITIVE AGREEMENTS

The Parties shall seek to reflect the objectives and commitments of this LoI in one or more mutually acceptable Definitive Agreements, to be executed at each Party's sole discretion.

Except for Section 3(b) (Confidentiality), this LoI is non-binding and does not create any legal obligation unless and until such Definitive Agreements are executed. If no such



agreements are reached, neither Party shall have further obligations under this LoI, except those under Section 3(b), which shall survive termination.

SEAL OF THE INSTITUTIONS

The Parties hereto have signed this LoI on this .

For BIRAC

Signature:



Name: Dr. Jitendra Kumar

Designation: Managing Director

प्रबन्ध निदेशक / Managing Director
जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद्
Biotechnology Industry Research Assistance Council
(भारत सरकार का उपक्रम / A Government of India Enterprise)
पाँचवां तल, एनएसआईसी बिज़नेस पार्क, एनएसआईसी भवन,
5th Floor, NSIC Business Park, NSIC Bhawan,
ओखला औद्योगिक एस्टेट, नई दिल्ली-110020
Okhla Industrial Estate, New Delhi-110020

For Medicines Patent Pool

Signature:



Name: Charles Gore

Designation: Executive Director

