

**Memorandum of Understanding entered into by the Ministry of Health, Peru, Medicines for Malaria Venture, Geneva and PATH, Seattle, Washington, USA.<sup>1</sup>**

**"Radical Cure Proposal (RCP): An interinstitutional collaboration to eliminate malaria"**

The present Memorandum of Understanding ("MoU") is entered into by the Ministry of Health from Peru ("MINSA") with registered office located at Av. Salaverry 801, Jesús María, Lima 15072, Peru; Medicines for Malaria Venture ("MMV") with registered office located at 20, Route de Pré-Bois, 1215 Geneva 15, PO Box 1826, Switzerland and PATH, a Washington State nonprofit corporation with registered office located at 2201 Westlake Avenue, Suite 200 Seattle, WA 98121 USA ("PATH"). Henceforth, the above mentioned institutions will be individually called "a Party" or collectively called "the Parties".

- CONSIDERING THAT THE PARTIES acknowledge that the elimination of malaria in Peru is of their common interest;
- CONSIDERING THAT THE PARTIES desire to support the debate on the adoption and use of new and existent tools to facilitate safer, more tolerable and effective radical cures to prevent relapse of vivax malaria within the legal Peruvian framework, as well as in compliance with Peruvian government procedure and policies on international technical cooperation;
- CONSIDERING THAT THE PARTIES are interested in fostering debate, exchange and conversations within the national malaria community through panel presentations and relevant seminars to raise awareness about new tools designed to eliminate malaria;

The Parties express their willingness to work together to eliminate malaria in the Peruvian territory ("the Collaboration") in accordance with the different national malaria elimination efforts to be determined in the future by MINSA through the Directorate of Prevention and Control of Zoonotic and Metaxenic Diseases under the Directorate General of Strategic Public Health Interventions.

**ARTICLE I: PURPOSE OF THE PRESENT MOU**

The Parties desire to explore the steps that can be taken jointly to support the proposal of an optimal radical cure, as well as the results and promotion of activities related to the goal of including the cure in Peruvian national guidelines pursuant to the benefit of public health. The objective of the Collaboration is to manage efforts and explore possibilities related to the introduction and use of an effective radical cure for vivax malaria and associated glucose-6-phosphate dehydrogenase (G6PD) tests for the elimination of malaria in Peru.

**ARTICLE II: THE PARTIES**

MINSA is the regulatory health authority in Peru, which 1) carries out, controls and promotes interventions of the Peruvian national health system; 2) proposes and implements health policy guidelines in consultation with the public and private sectors, strategic social stakeholders; 3) is responsible for the prevention and control of metaxenic diseases and 4) coordinates and partners with regional governments in order

<sup>1</sup> CERTIFIED TRANSLATION No. 016-2020, LAURA MUJICA POBLETE - CTP N° 0498, Certified Translator

to work and invest in a complementary manner to promote and ensure the well-being of the country's inhabitants.

MMV is a leading non-governmental organization that works on product development partnerships (PDP) in the field of antimalarial drug research and development. Its mission is to reduce the burden of malaria in endemic countries by the discovery, development and facilitation of new, effective and affordable antimalarial medicines.

PATH is an international non-profit organization whose mission is to advance health equity through innovation and partnerships.

### ARTICLE III: MMV AND PATH PARTNERSHIP ACTIVITIES

- Promote regular meetings with stakeholders to foster strategic technical discussions for the radical cure of vivax malaria, supporting the call and its recommendations.
- Support the strategic debate and activities of MINSA's Safe Radical Cure Proposal Interinstitutional Technical Working Group (SRC-TWG)
- Collaborate in the debate about the optimal radical cure for vivax malaria
- Share evidence from global vivax malaria activities and relevant information related to advance the optimal radical cure efforts in Peru
- Support MINSA's activities by providing training material on the optimal radical cure to malaria health care providers
- Support the drafting/update of the Peruvian national guidelines with standards pertaining to an optimal radical cure to malaria and the use of the G6PD test, for the benefit of public health.
- Promotion and advocacy for the inclusion of optimal radical cure incorporated into Peruvian public health system.



### ARTICLE IV: MINSA ACTIVITIES


- Promote relevant debate between key stakeholders on the optimization of the radical cure, in order to gather input and raise awareness in areas and institutions engaged in the elimination of malaria in Peru.
- Facilitate multi-sector debate and completion of relevant research on malaria elimination.


### ARTICLE V: CONFIDENTIALITY

All information disclosed by a Party (the "Disclosing Party") in connection with this MoU, which is marked as "Confidential" or which should reasonably be understood as confidential based on the circumstances of its disclosure, shall be deemed "Confidential Information." Confidential Information of the Disclosing Party may not be used by any other Party (a "Receiving Party"), or any agent or representative of a Receiving Party, for any purposes other than in furtherance of this MoU and the activities described herein, and may not be disclosed under any circumstances, in whole or in part, by a Receiving Party, or any agent or representative of a Receiving Party, to any third party, except (i) at the written direction of the Disclosing Party, or (ii) to the extent necessary to




comply with law or the valid order of a court of competent jurisdiction, in which event a Receiving Party must notify the Disclosing Party prior to making any such disclosure (and shall seek confidential treatment of such information). Any disclosure of Confidential Information shall **be** restricted to those individuals necessary to perform a Receiving Party's obligations under this MoU. In all cases, each Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the **same** degree of care it uses to protect **its** own proprietary information of a similar nature or sensitivity, but no less than reasonable care. Each Receiving Party shall advise the Disclosing Party in writing of any misappropriation or misuse of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware. Confidential Information does not include that which:


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- (a) is already in a Receiving Party's possession **at** the time of disclosure to the Receiving Party, other than under an obligation of confidentiality;
  - (b) is or becomes publicly known other than as a result of any action or inaction of a Receiving Party;
  - (c) is **obtained** by a Receiving Party from an unrelated third party without a duty of confidentiality, or
  - (d) is independently developed by a Receiving Party without use of or reference to Confidential Information.



Confidential Information shall not be deemed within the foregoing exceptions if it is: (i) specific and merely embraced by more general information that is publicly known or in a Receiving Party's possession or (ii) a combination which can **be pieced** together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, **its** principle of operation, and method of use.



All Parties recognize the desire of each other to disseminate information to other entities and to the public about the fact that this MoU has been concluded and as to its contents. All Parties, however, also recognize a need to coordinate about when and how such information may be disseminated. Accordingly, no Parties shall make a public statement or issue a press **release** or the like about the fact that this MoU has been concluded **neither between** the Parties nor **as** to the content of the MoU without the approval and consent of all **other** Parties, including to the **text** of a potential press release, public statement or the **like**. No Party shall make use of any other Party's logos and/or other branded material without obtaining the prior written consent of the Party **that** owns such logos.



Notwithstanding the fact that this MoU is not a legally binding agreement, the Parties hereby agree that **the** obligations set forth in this Article V shall be binding upon each of the Parties.

#### ARTICLE VI: NON-BINDING NATURE OF THIS MOU

The Parties agree and understand that, this MoU is non-binding and shall not create or give rise to any legally binding obligations upon the Parties to perform any activities or provide any funding, **unless** provided otherwise.

## ARTICLE VII: INTELLECTUAL PROPERTY; ACKNOWLEDGMENTS

1. All proprietary rights, copyrights, patents, patent applications, trade secrets, trademarks, service marks, trade names, know-how, data, technology, and other rights (hereinafter, "Intellectual Property" or "IP"), licensed, owned or controlled by a Party to this MoU prior to the first subscription date hereof ("Previous IP" of that Party) shall be the exclusive property of that Party. Nothing in this MoU shall be **construed** as granting any Party any right, title, license, or other interest in IP or Previous IP of any other Party.
2. Notwithstanding the fact that this MoU is not a legally binding agreement, the Parties hereby agree that the above provision 1, set forth in this Article VII shall be binding upon each of the Parties.
3. The Parties intend to deal with matters of authorship in a spirit of collaboration, giving appropriate credit and proceeding in a manner that promotes cooperation and communication. Unless the Parties agree otherwise, the Parties intend that all project material, publications and presentations resulting from the Collaboration will record due recognition of the contribution of each Party, as mutually agreed by the Parties.
4. MINSA agrees through the present MoU to provide the data of future interventions and/or **research** involving PATH and MMV, together with WHO and Unitaid, as part of possible funding for operational studies, data and results sharing resulting therefrom.

## ARTICLE VIII: GENERAL PROVISIONS

1. Any amendment to this MoU will be made only upon prior consultation with mutual written consent of the Parties.
2. Any Party may terminate the present MoU by giving prior written notice of forty-five (45) business days to the other Parties. ARTICLE V, Confidentiality; ARTICLE VII, Intellectual Property, provision 1; and ARTICLE VIII, General provisions shall survive expiration or termination of this MoU.
3. In the event of a conflict between the Spanish and English version of the present MoU, the Parties agree that the Spanish version shall prevail.
4. The term of the present MoU is from the date when all Parties have signed the MoU until 31 December 2025.
5. Nothing in this MoU is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint-venture relationship between the Parties. No Party shall at any time be considered or hold itself out as an employee, partner, joint venturer, agent, **principal**, or common member of any form of business entity with any other Party. No Party shall have the authority to execute or modify agreements or to make commitments on behalf of any other Party.
6. This MoU is nonexclusive in nature and does not affect any Party's ability to enter into agreements or affiliations with other parties.

7. Any differing viewpoints or interpretations on how to put this MoU into effect, which influence the implementation of the purpose of this MoU, will be settled amicably by consultation between the Parties.

IN WITNESS WHEREOF, THE PARTIES have signed this MoU within three (3) counterparts of equal form and content.



For MINSA

SIGNED by:



Name: Joel Candia Briceño, Viceministro (e) de Salud Pública, MINSA

Date: 06 mayo, 2022

For PATH

SIGNED by:

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*Ray Cummings*  
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Name: Ray Cummings, Director, Market Dynamics, PATH

Date: May 13, 2022

For MMV

SIGNED by:

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*Sylvie Fontelles-Drabek*  
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Name: Sylvie Fontelles-Drabek, General Counsel & EVP, MMV

Date: May 16, 2022

