

TRES CANTOS OPEN LAB FOUNDATION

# Terms and Conditions for Research Grants

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Feb 2019

The Tres Cantos Open Lab Foundation is registered as a limited company in England and Wales No. 7301222 and registered as a charity in England and Wales No. 1142577.

Registered office: One London Square, 3rd Floor, Cross Lanes, Guildford, Surrey GU1 1UN, United Kingdom.

# Tres Cantos Open Lab Foundation Terms and Conditions for Research Grants

*Tres Cantos Open Lab Foundation (the “Foundation”) funds and otherwise supports research at, or in collaboration with the Global Health R&D site at Tres Cantos, Spain (including, but not limited to malaria, tuberculosis, and other neglected diseases which are identified by the Foundation from time to time).*

*The Foundation seeks to work in collaboration with recipient institutions to ensure that the administration of the award for each funded project runs efficiently and enables a successful research project.*

These Terms and Conditions for Research Grants (“Grant Terms”), together with the Award Letter (including any additional special terms and conditions contained in the Award Letter), set out the terms and conditions on which any Grant is made by the Foundation. The Foundation reserves the right however to vary these Grant Terms from time to time.

## 1. Definitions

Award Letter: means the letter from the Foundation notifying the Organisation that an Award has been granted and specifying details of the amount awarded.

Guiding Principles: means the guiding principles of WIPO Re:Search, which are available at [http://www.wipo.int/export/sites/www/iap/en/docs/iap\\_guiding\\_principles.pdf](http://www.wipo.int/export/sites/www/iap/en/docs/iap_guiding_principles.pdf) and set out at Schedule 1 to these Grant Terms. Shigella and Cryptosporidium shall be treated as though they are in the scope of WIPO Re:Search’s list of NTDs for the purpose of this Grant

Foundation: means the Tres Cantos Open Lab Foundation, a company, limited by guarantee, registered in England & Wales, no. 7301222, and a charity registered in England & Wales, no. 1142577 whose registered address is One London Square, 3<sup>rd</sup> Floor, Cross Lanes, Guildford, Surrey GU1 1UN, United Kingdom.

Funded Project: means the research project funded, in whole or in part, by the Grant and as described in the grant application (as attached to the Award Letter).

Grant: means the grant described in the Award Letter.

Grant Period: means the period in respect of which the Grant has been awarded, as set out in the Award Letter.

Intellectual Property (or IP): means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

Know-How: means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

Principal Investigator: means the individual appointed by the Recipient Organisation to lead the funded research project.

Recipient Organisation: means the organisation to which the Grant is awarded, and which takes responsibility for the management of the research project and the accountability of the funds provided.

Results: mean all information, Know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of the Funded Project.

## **2. Responsibilities of the Recipient Organisation**

- a. The Recipient Organisation must ensure that the Principal Investigator and any other parties, including collaborators, supervisors and staff employed on the Funded Project, are aware of their responsibilities and that they comply with the Grant Terms.
- b. The Grant made available by the Foundation must be applied exclusively for the purposes approved in support of the Funded Project.
- c. The Recipient Organisation must use its reasonable endeavours to complete the Funded Project in accordance with the plan set out in the grant application (as attached to the Award Letter), including any agreed timelines.
- d. The Recipient Organisation must submit reports during the Grant Period on the progress of the activities funded by the Grant, as required by the Foundation. The Recipient Organisation must also within three months of the end of the Grant Period or as otherwise required by the Foundation submit a report summarising the Results in a format as required by the Foundation.
- e. The Recipient Organisation must comply in relation to the Funded Project with all relevant legal and regulatory requirements, including but not limited to applicable anti-corruption laws.
- f. The Recipient Organisation must ensure that, before the research funded by the Grant commences and during the full Grant Period, any and all necessary legal and regulatory conditions in order to conduct the research are met, and all the necessary licences and

approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Recipient Organisation's country of domicile, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.

- g. The Recipient Organisation must ensure that any part of the Funded Project involving the use of animals or human tissue complies at all times with the relevant laws and regulations in the country where such work is being undertaken. Any element of the Funded Project funded by the Grant that is conducted outside the United Kingdom must also, as a minimum standard, be conducted in accordance with the principles of the UK legislation: Animals (Scientific Procedures) Act 1986 and Human Tissue Act 2004 respectively.
- h. The Recipient Organisation must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Grant and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant Period.
- i. The Recipient Organisation must ensure that potential conflicts of interest in research are declared and subsequently managed.

### **3. Administration of the Award**

- a. Payments will not be made on the Grant until the Recipient Organisation has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. (The Award Letter contains further details about how to do this.)
- b. The Foundation's funding of the Funded Project is limited to the Grant, and in particular to the agreed budget contained in the Award Letter. The Recipient Organisation must ensure that other funding together with adequate and appropriate resources are provided, as necessary, to support the Funded Project described in the Award Letter.
- c. The Recipient Organisation must activate the Grant within six months of the proposed start date referred to in the Award Letter. The Foundation will normally make payments quarterly in arrears on the basis of expenditure information received. Final payments should be submitted by the Recipient Organization no later than six months from the date of expiration of the collaboration agreement. Where other payment arrangements apply, these will be detailed in the Award Letter.
- d. All payments will be made only to the Recipient Organisation and will be paid in Pounds Sterling. The Organisation must notify the Foundation of any changes to its bank account details.
- e. On a six-monthly basis, the Recipient Organisation must submit, in a form reasonably

acceptable to the Foundation, reports detailing actual expenditure by the Recipient Organisation during the previous quarter.

- f. The Foundation has the right to suspend payments to the Recipient Organisation where it is concerned about an aspect of any expenditure report, or in the event of non-delivery of an expenditure report, required under paragraph 3(e) above.
- g. In the event that the Recipient Organisation completes the activities funded by the Grant without spending the full amount of the Grant, the Recipient Organisation must repay all unspent sums to the Foundation and the Foundation will not be obliged to make any further payments to the Recipient Organisation in respect of the Grant.
- h. If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Recipient Organisation agrees to repay such amount promptly to the Foundation.
- i. It is the Foundation's expectation that the Grant is given as a true grant which is non-business and not subject to VAT (or other taxes as appropriate) and not given in relation to a supply of services for consideration. However, in the event that it is determined by any Tax Authorities that there is a supply for VAT purposes, it is agreed that the funds provided in the Grant are inclusive of any VAT payable. It is the Recipient Organisation's responsibility to consider its own VAT (or other taxes as appropriate) and assess its liability. The Foundation will not take responsibility for any VAT incurred or due as a result of provision of the Grant.

#### **4. Audit**

- a. The Recipient Organisation must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Recipient Organisation and is covered by any formal audit arrangements that exist in the Recipient Organisation.
- b. The Foundation has the right, at its discretion and expense (and directly or via third parties engaged by it), to audit the Grant, income and expenditure in relation to the activities funded by the Grant, and/or the systems used by the Recipient Organisation to administer Foundation grants at any time.
- c. The Recipient Organisation must provide access to accounting and other records relating to the Grant and the activities funded by the Grant for auditors and other personnel from or appointed by the Foundation at any time, if requested by the Foundation and at the Foundation's expense. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Recipient Organisation should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor relevant to the management of the Grant.

## **5. Employment**

- a. Where support is provided for the employment of staff under a Grant, the Foundation does not act as an employer with respect to the Grant. The Recipient Organisation is responsible and liable for recruitment, the issue of contracts and all duties and responsibilities of an employer.
- b. The Foundation will not be responsible for any employment costs related to staff supported by the Grant, except to the extent such costs are covered by the Grant and specified in the Award Letter. The Foundation will not be liable for or meet any employment related claims or costs (such as maternity or sick leave, for unfair or constructive dismissal, redundancy or employment termination costs) whether as a result of expiry or early termination of the Grant.

## **6. Equipment**

- a. The Recipient Organisation must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Recipient Organisation in accordance with these procedures.
- b. The Recipient Organisation must ensure that equipment funded by the Grant is appropriately insured and is maintained throughout its useful life or the Grant Period, whichever is the shorter.
- c. Equipment funded by the Grant is awarded to the Recipient Organisation specifically for the purpose of the Funded Project. Written permission from the Foundation must be obtained to use during the Grant Period the equipment for any other purpose (including to charge, hire, lend or dispose of it).

## **7. Intellectual property and Dissemination of Results**

- a. The Foundation makes no claim to own Results from the Funded Project. In order to meet the Foundation's charitable objectives, however, the Foundation requires that all Results are made available to third parties in accordance with the Guiding Principles.
- b. The Recipient Organisation must make available to third parties in accordance with the Guiding Principles all results generated by the Principal Investigator and any other staff employed by the Recipient Organisation on the Funded Project. Where the Recipient Organisation undertakes the Funded Project in collaboration with a third party, the basis of collaboration, including ownership of Intellectual Property and rights to exploitation,

must be set out in an agreement before the Funded Project begins. Any Result generated during a Funded Project would be owned by the inventor of that Result, or as otherwise provided in such agreement by the parties collaborating on such Funded Project. The terms of such collaboration must not conflict with these Grant Terms.

- c. Should any IP arise or result in the performance of the Funded Project, then the Foundation requires the Recipient Organisation to consider whether the protection, management and exploitation of such IP is an appropriate means of achieving the public benefit. Notwithstanding the above, the Recipient Organisation shall be free to protect, manage and exploit IP, as it deems appropriate, provided that all Results are made available to third parties in accordance with the Guiding Principles.
- d. The Foundation requires that findings from the Funded Project will be disseminated in Open Access journals, in consistency with the charitable nature of the funding. While Open Access will not be required for editorials, letters, conference proceedings, review articles and study protocols. In the case of journals that do not support the immediate (“gold”) open access option, self-archiving of the final peer-reviewed manuscript in an institutional or subject repository by 6 months after publication (“green” open access) would be accepted.
- e. The publication or release of such findings may be reasonably delayed enabling protection of any intellectual property.
- f. Open Access allowance up to £3,500 will be covered during Grant period and 12 months following completion of the project, 50% will be covered during the second year and 25% in the third year. This publication needs approval from the Tres Cantos Open Lab Management team prior to submission

## **8. Publicity**

- a. Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the Foundation. “This project has been co-funded by the Tres Cantos Open Lab Foundation.”
- b. The Recipient Organisation must consult with the Foundation on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.
- c. The Foundation may disclose to third parties and the general public information regarding the Grant, including the name and address of the Recipient Organisation, the name of the Principal Investigator, and a summary of the project proposal. In particular, the Recipient Organisation agrees that the Foundation, and its principal funder, may publish this information on its website and on any website controlled by the GlaxoSmithKline group of companies. The Recipient Organisation will obtain the

consent of the Principal Investigator for their names to be included in connection with such disclosures.

## **9. Limitation of liability**

The Foundation accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant.

## **10. Variation and termination**

- a. The Foundation reserves the right to amend these Grant Terms, or any terms and conditions in the Award Letter. The Foundation will inform the Recipient Organisation of any change and issue it with the revised version or direct it to an updated version of the Grant Terms on its website.
- b. In the event of any conflict between the provisions of these Grant Terms as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.
- c. The Recipient Organisation must inform the Foundation without delay of any change to the status of the Recipient Organisation or the Principal Investigator which might affect their ability to comply with these Grant Terms.
- d. The Recipient Organisation must inform the Foundation as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Grant. Any major changes to the Funded Project, including an extension of the estimated timelines, require the written approval of the Foundation.
- e. The Foundation reserves the right to revise, retain or terminate the Grant on notice with immediate effect, subject to reasonable notice and to payment of such of the previously approved Grant as may be demonstrated by the Recipient Organisation as necessary to cover outstanding and unavoidable commitments.

## **11. Governing law and jurisdiction**

These Grant Terms shall be governed by and construed in accordance with the laws of England & Wales. The Recipient Organisation and the Principal Investigator irrevocably

submit to the jurisdiction of the courts of England & Wales to settle any disputes in connection with the Grant and these Grant Terms.

#### SCHEDULE 1

[http://www.wipo.int/export/sites/www/research/docs/guiding\\_principles.pdf](http://www.wipo.int/export/sites/www/research/docs/guiding_principles.pdf)

## WIPO Re:Search

*Sharing Innovation in the Fight against Neglected Tropical Diseases*

# Guiding Principles

## Overview

*WIPO Re:Search* is a Consortium sponsored by the World Intellectual Property Organization (WIPO) in collaboration with BIO Ventures for Global Health (BVGH). The Consortium aims to accelerate the discovery and product development of medicines, vaccines, and diagnostics to create new solutions for people affected by neglected tropical diseases (NTDs<sup>1</sup>), malaria, and tuberculosis by making intellectual property and know-how available to the global health research community. These diseases affect more than one billion people across the globe.

The Consortium will comprise institutions from all relevant sectors, including public, private, academic, and civil society.

The Consortium is a voluntary endeavor open to all *bona fide* private and public entities, including intergovernmental institutions, that endorse these Guiding Principles for the purpose of developing new medicines, diagnostics or vaccines (hereinafter "Products") in the field of NTDs.

The objective of the Consortium is to encourage and support research and development of Products for NTDs. In particular, *WIPO Re:Search* will benefit patients in the Least Developed Countries (LDCs as defined in Annex 1) by creating an open innovation platform through which public and private sector entities can share, for this purpose, Intellectual Property<sup>2</sup>. The Consortium has three major components:

1. A **Database**, hosted by WIPO, providing details of Intellectual Property available for licensing from a Provider (as defined below), as well as services and other technology or materials not necessarily protected by intellectual property rights which can be accessed by Users (as defined below).
2. A **Partnership Hub**, managed by a Partnership Hub Administrator, which shall be BVGH or any subsequent competent entity, in cooperation with WIPO, where Members (defined below) and other interested parties that support or are considering supporting these Guiding Principles can learn about the Consortium, available licensing and research collaboration opportunities, networking possibilities, and funding options.
3. A range of specific **Supporting Activities**, led by WIPO in cooperation with BVGH, to facilitate negotiation of licensing agreements and to address technical matters such as identifying research needs and opportunities, among others, with technical advice from the World Health Organization (WHO).

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<sup>1</sup> The term "NTD" herein means the NTDs listed in Annex 2 which include malaria and tuberculosis.

<sup>2</sup> The term "Intellectual Property" as used herein includes, patent and related registered rights, know-how, manufacturing processes, and regulatory data and the corresponding physical materials such as proprietary compounds and technologies.

WIPO's sponsorship of this Consortium supports WIPO's mandate from its Member States as expressed in the "Development Agenda"<sup>3</sup> recommendations. These aim to ensure, *inter alia*, that development considerations form an integral part of WIPO's work, specifically:

- facilitating access to knowledge and technology for developing countries including LDCs,
- promoting the transfer and dissemination of technology to the benefit of developing countries, including LDCs,
- encouraging Member States, especially developed countries, to urge their research and scientific institutions to enhance cooperation and exchange with research and development institutions in developing countries, especially LDCs, and
- cooperating with other intergovernmental organizations to provide developing countries, including LDCs, upon request, advice on how to gain access to and make use of intellectual property-related information on technology.

WHO draws its rationale for collaboration with WIPO and for providing technical advice on research needs and opportunities from elements of the Global Strategy and Plan of Action on Public Health, Innovation, and Intellectual Property (GSPA-PHI), which is being implemented by WHO and its Member States in collaboration with other stakeholders, including WIPO. Moreover, a World Health Assembly Resolution<sup>4</sup> specifically requests WHO to implement the GSPA-PHI in collaboration with other IGOs, including WIPO. Specific provisions of the GSPA-PHI that are relevant to the objectives of the Consortium include:

- prioritizing research and development needs,
- promoting research and development,
- building and improving innovative capacity,
- improving transfer of technology, and
- improving delivery and access.

WHO is committed to provide technical advice on research needs and opportunities to WIPO as appropriate.

*WIPO Re:Search* is a cooperative, voluntary arrangement among groups and institutions collaborating towards a common set of principles and objectives but each acting on its own. No legal structure is hereby created.

### Principles and Objectives

The Members believe that public health challenges in developing countries are complex and require multiple approaches, and that:

- there are opportunities to use Intellectual Property innovatively and to encourage both public and private sector research and development of health solutions that are particularly needed by the world's poorest populations, and
- an open innovation framework for the sharing of Intellectual Property, and technology and research materials not protected by intellectual property rights, can facilitate such research and development into new Products for NTDs.

The primary objective of *WIPO Re:Search* is to catalyze new research and development for NTDs, with a particular focus on the needs of patients in LDCs, by making Intellectual Property available on concessionary terms to researchers everywhere. The commitment to sharing Intellectual Property, however, goes beyond research. Members also commit to the licensing of Intellectual Property contributed to the Consortium under the following terms, subject to individually negotiated licensing agreements:

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<sup>3</sup> WIPO, 2007. The 45 Adopted Recommendations under the WIPO Development Agenda. <http://www.wipo.int/ip-development/en/agenda/>

<sup>4</sup> WHA 61.21, May 24, 2008.

1. Providers agree to grant Users royalty-free licenses to this Intellectual Property for research and development, anywhere in the world, of products, technologies or services, for the sole purpose of addressing public health needs for any or all NTDs in LDCs.
2. Providers agree to grant Users royalty-free licenses to this Intellectual Property anywhere in the world to make or have made such products, technologies or services, and to import and export, for the sole purpose, to sell or have sold, these products in LDCs.
3. Users shall be allowed to retain ownership of and apply for registration of intellectual property rights generated as they deem fit, but shall be encouraged to license to third parties through *WIPO Re:Search* new intellectual property rights generated under an agreement made pursuant to membership in the Consortium under terms consistent with these Guiding Principles.
4. For the avoidance of doubt, Providers will not make any claims to rights in new intellectual property, materials or derivatives of materials generated by a User under a license agreement made pursuant to membership in this Consortium, but may require such User not to assert such new intellectual property rights against the Provider.
5. The provision of physical supplies of active pharmaceutical ingredients (API) is encouraged subject to resource availability, but such provision is not required.
6. In the event of the need for arbitration and/or dispute resolution, Users and Providers are encouraged, but not required, to use the services of WIPO's Arbitration and Mediation Center which shall develop mediation procedures specific to the needs of *WIPO Re:Search*.

For products resulting from licenses through the Consortium, all Providers of Intellectual Property agree to:

- Provide licenses for these products on a royalty-free basis for use and sale in all LDCs.
- Consider in good faith the issue of access to these products for all developing countries, including those which do not qualify as LDCs. This includes considering in good faith the granting of a license under any relevant Intellectual Property on a case-by-case basis, taking into account the economic development of the countries and the need to facilitate access to disadvantaged populations.

### Structure and Governance

Membership in the Consortium is open to those that agree in writing to these Guiding Principles. The Consortium shall comprise a Membership, a Secretariat, and a Governance Committee.

**Membership** shall include Providers, Users and Supporters, and each may define themselves as Members by indicating their commitment to these Guiding Principles via the relevant facility on the *WIPO Re:Search* website or in writing to the Secretariat (Global Challenges Division, WIPO, 34 chemin des Colombettes, 1211 Geneva 20, Switzerland; [re\\_search@wipo.int](mailto:re_search@wipo.int)) providing suitable personal or corporate identification and contact details. Specifically:

- "Providers" are Members that contribute Intellectual Property, materials or services to *WIPO Re:Search* for license or use. Certain further understandings in relation to Providers are set out in Annex 3.
- "Users" are Members that have entered into license agreements with Providers to use Intellectual Property and/or materials and/or services made available through *WIPO Re:Search* in accordance with, and in furtherance of, the Principles and Objectives.
- "Supporters" are Members that encourage the facilitation of research and development of Products for NTDs. Supporters may voluntarily offer to provide support, services or assistance of any kind to the Consortium or its members in order to facilitate achievement of the Principles and Objectives. WIPO and the Partnership Hub Administrator shall, if requested by a Supporter, consider publishing on the website of the Consortium details of the availability of such support, services and assistance.

Any Member may withdraw from the Consortium by giving notice via the relevant facility on the Consortium's website or in writing to the Secretariat. Any withdrawals shall not lead to the termination of licensing agreements executed as a result of participation in the Consortium unless so provided in such agreement.

**The Secretariat** will be financed and administered by WIPO and shall provide the following services, among others, in coordination with the Partnership Hub Administrator:

- Promote the sharing of information on available Intellectual Property, materials or services for licensing through the creation, development and operations of a database and website.
- Liaise with WHO, which provides technical advice to WIPO on NTD research challenges and opportunities.
- Organize an Annual or Biennial Meeting of Members.
- Develop, with Members and others, a range of specific supporting activities to facilitate licensing, including offering model licensing clauses, and support capacity building activities, in particular by building on and expanding WIPO's existing and numerous activities in these areas.
- Encourage policy dialogue among Members and other interested parties, with a particular focus on supporting the Partnership Hub.
- Facilitate the establishment of a Partnership Hub for the Consortium, administered by the Partnership Hub Administrator, to provide the following services, among others, as mutually agreed by those Providers participating in the Partnership Hub, in coordination with WIPO:
  - i. create opportunities for Members and other interested parties, such as potential Users, to learn about available licensing and research collaboration opportunities, networking possibilities, and funding options,
  - ii. recruit Users to the Consortium by identifying potential research and product development organizations and introducing them to the assets of WIPO Re:Search, and
  - iii. facilitate the discussions between Providers and potential licensees leading to research projects.

**The Governance Committee** is comprised of the Members. In addition to the Annual or Biennial Meeting, the Secretariat shall, as required organize meetings of the Governance Committee by teleconference. Over time, should a consensus of the Providers and Users deem it necessary, a Steering Committee may be established to ensure the efficient oversight of the Consortium's activities. WIPO, WHO and/or the Partnership Hub Administrator may participate as observers in the meetings of the Governance Committee and the Steering Committee and provide technical advice within their respective areas of expertise.

The principal duties and responsibilities of the Governance Committee shall include inputs on and guidance of the general activities and operations of WIPO Re:Search, including its effectiveness at realizing its stated aims.

The Governance Committee has no powers in regard to financing of WIPO Re:Search.

Changes to the Guiding Principles and Annexes 1, 2 and 3 shall only be possible by unanimous vote of those Members who cast a vote.

Where proposed changes to the Principles and Objectives significantly affect WIPO's or the Partnership Hub Administrator's interests, the respective Organization's approval will be required prior to their adoption.

All decisions on individual collaborative and supporting activities will be made solely by the parties involved in the transactional activity and any resulting agreements are the sole responsibility of the licensing partners. Any changes to the Consortium's Guiding Principles will not affect already executed licensing agreements unless so provided in such agreements.

**Financing Consortium Activities:** In addition to WIPO's financing of the Secretariat function as set out above, it is recognized that the activities of the Consortium may require direct disbursement of funds to support the Partnership Hub Administrator or for other matters.

[Annex 1 follows]

## ANNEX 1

### Least Developed Countries (LDCs)

LDCs, as defined by the United Nations Office of the High Representative for the Least Developed Countries, Landlocked Developing Countries and the Small Island Developing States (UN-OHRLS), as of November 29, 2010:

#### Africa (33)

Angola	Madagascar
Benin	Malawi
Burkina Faso	Mali
Burundi	Mauritania
Central African Republic	Mozambique
Chad	Niger
Comoros	Rwanda
Democratic Republic of the Congo	São Tomé and Príncipe
Djibouti	Senegal
Equatorial Guinea	Sierra Leone
Eritrea	Somalia
Ethiopia	Sudan
Gambia	Togo
Guinea	Uganda
Guinea-Bissau	United Republic of Tanzania
Lesotho	Zambia
Liberia	

#### Asia (15)

Afghanistan	Nepal
Bangladesh	Samoa
Bhutan	Solomon Islands
Cambodia	Timor-Leste
Kiribati	Tuvalu
Lao People's Democratic Republic	Vanuatu
Maldives	Yemen
Myanmar	

#### Latin America and the Caribbean (1)

Haiti

## ANNEX 2

The neglected tropical diseases and conditions covered by *WIPO Re:Search* are:

1. Buruli Ulcer
2. Chagas disease (American trypanosomiasis)
3. Cysticercosis,
4. Dengue/dengue hemorrhagic fever
5. Dracunculiasis (guinea-worm disease)
6. Echinococcosis,
7. Endemic treponematoses (Yaws)
8. Foodborne trematode infections
  - Clonorchiasis
  - Opisthorchiasis
  - Fascioliasis
  - Paragonimiasis
9. Human African trypanosomiasis
10. Leishmaniasis
11. Leprosy
12. Lymphatic filariasis
13. Onchocerciasis
14. Rabies
15. Schistosomiasis
16. Soil transmitted helminthiasis
17. Trachoma
18. Podoconiosis
19. Snakebite

As previously defined, the scope of the Consortium and the term NTD as used herein also includes the following:

20. Malaria
21. Tuberculosis

Shigella and Cryptosporidium shall be treated as though they are in the scope of WIPO Re:Search' list of NTDs for the purpose of this Agreement.

### ANNEX 3

Providers of Intellectual Property or services agree to the following common understandings relating to their participation in WIPO Re:Search, whether in relation to research and development, manufacture and/or sale of products:

1. Providers' contributions to the Consortium are made entirely at their own discretion. Access by Users to Providers' contributions will occur under individually negotiated agreements, in accordance with the Consortium Principles and Objectives, and be consistent with any obligations any Provider may have under existing agreements, as well as international agreements related to trade, intellectual property, and proprietary regulatory data.
2. Providers will clearly identify a contact point for potential Users seeking information about the contributions to the Consortium made by the Provider and about such matters as terms of license to Intellectual Property, materials and/or services.
3. The following information regarding Intellectual Property may be made publicly available on the Consortium website/database:
  - (a) Patents and, published patent applications.
  - (b) Chemical structures.
  - (c) Additional information, if the provider chooses to make such information available, in the form of a plain language summary, of the compound's known characteristics/mode of action for which utility against one or more NTDs is suspected.
  - (d) Whether or not physical materials, regulatory data or know-how, including information relevant to manufacturing, is available for licensing. The provision of physical supplies of active pharmaceutical ingredient (API) or supplies is encouraged, subject to availability, but not required.
  - (e) Scientific or other literature relating to contributed Intellectual Property
  - (f) Any caveats or exclusions required by existing Provider's activities, obligations or licenses.
4. Subject to considerations of business confidentiality, Providers and Users agree to inform WIPO and BVGH of concluded agreements and to provide regular and simple reports of the progress of collaborations made pursuant to the licenses, and will consider making public disclosure of general aspects of any collaboration(s) for the purposes of tracking the use and impact of the Consortium.

[End of annexes and of document]