Memorandum of Understanding

Between Germany, France, Italy and the Netherlands

Concerning

Accelerating and safeguarding access to a successful vaccine candidate against coronavirus SARS-CoV-2

I. MISSION

Germany, France, Italy and the Netherlands (hereinafter together referred to as the "**Participants**") have taken the initiative to join forces to accelerate access to and distribution of a much-needed vaccine against COVID-19, to the benefit of the European population and beyond.

As public funding is required to support pharmaceutical companies to rapidly manufacture and distribute a vaccine candidate, the aforementioned countries strongly advocate a common strategy to pool and make the most of our resources. They consider the latter being the best way towards the global goal, as underlined by the European Union, to accelerate and scale-up development, production, distribution and timely supply of the vaccine [and other life-saving therapeutics and diagnostics treatments].

The countries have agreed to name this collaborative project as the Inclusive Vaccine Alliance (hereinafter referred to as the "**Alliance**").

II. PURPOSE AND SCOPE

Participants cooperate in the Alliance to support global access to a COVID-19 vaccine, with the purpose to achieve commitment from the industry to supply quantities for the EU population and beyond, at most at the same fair price. By taking this step together, Participants will work together in leading negotiations with developers/manufacturers of several promising vaccine candidates. The goal is to ensure timely and safe access to a COVID-19 vaccine, in adequate amounts necessary for the EU population, in particular for the most vulnerable ones, as well as a fair share for low income countries, including on the African continent.

Joint collaboration within this Alliance also has the objective to safeguard production of a vaccine in European facilities in order to ensure availability for the European market. The Alliance is also dedicated to get commitment from the industry to provide access to the EU no later than in other areas.

The Participants offer other Member States of the EU the possibility to participate in the opportunities prepared by the Alliance for the benefit of the EU population and beyond. The Alliance will provide its best efforts to associate the European Commission and the Council on results achieved in the negotiations.

III. ORGANISATION AND MANAGEMENT

i. The Alliance will be directed and administered by a Core Group with strategic representatives of the Participants in order to guarantee the realisation of the general principles, as far as achievable.
ii. The Core Group of the Alliance is supported by a team of financial and legal experts, as well as representatives who are able to give professional assessment of the clinical data supporting the choice to pursue an agreement.
iii. Participants will be involved on the basis of an equal partnership for the mutual benefit of all parties involved, with a pro-rato benefit/cost sharing related to number of vaccines/inhabitants.
iv. The process of how other Member States of the EU are enabled to participate will be defined within the next month.

IV. TERMS OF UNDERSTANDING

i. The Participants recognise that successful collaboration depends on full and prompt exchange of information necessary for carrying out this MOU. The Participants intend to acquire sufficient information and rights to use such information for the implementation of this MOU.
ii. All Participants within the Core Group are able to evaluate potential candidates on the basis of clinical data.
iii. Provided that a promising vaccine candidate has a positive evaluation and that countries involved in the Alliance are invited to negotiate a contract with a manufacturer, Participants wish to give their written consent before signing any contract.
iv. In order to achieve this", Participants agree to make use of the general framework enclosed in appendix A

APPENDIX

Participants believe that contractual agreements with the industry should follow a number of principles, in order to fulfil the objectives of making available a safe and efficient vaccine to the greatest numbers, at a fair price.

For these reasons, Participants agree that the terms of the contracts will have to ensure:

- Commitment of the industrial to ensure global access to the vaccine at a fair price, beyond commitments toward the Participants;
- Transparency from the industrial parties with regard to:
  (i) the efficacy of the product, implying a commitment to share clinical trials results, including on vulnerable patients;
  (ii) production costs, requiring transparent data, in support of the expected commitment to provide the vaccine at a fair price;
- An efficient due diligence process;
- A careful definition of IP rights which would strike an appropriate balance between parties' interests, in particular in cases when the industrial might fail in delivering on production commitments.

Given the uncertainties regarding the efficacy of vaccines which are not developed yet, participants agree that a safe approach might need to combine several options, balancing between innovative solutions on the one hand and technologies which have already demonstrated their efficacy, on the other hand.

In order to reach the best agreement to the benefit of Europe and the rest of the world, Participants believe that they need to explore multiple options in a comparative manner, sharing all relevant information at their disposal on clinical or industrial data.