Memorandum of Understanding

This Memorandum of Understanding ("**MoU**") is made on 18th October 2024.

BY AND BETWEEN

GARDP Foundation, a Swiss foundation having its principal office at Chemin Camille-Vidart 15, 1202 Geneva, Switzerland (**"GARDP"**);

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AND

National Institute for Infectious Diseases, a South Korean national research institute located in 187 Osongsaengmyeong2-ro, Osong-eup, Heungdeok-gu, Cheongju-si 28159, South Korea **("NIID")**;

(each a **"Party"** and collectively the **"Parties"**)

WHEREAS, GARDP is a not-for-profit research and development organization that addresses global public health needs by developing and delivering new or improved antibiotic treatments for drug resistant infections, while endeavoring to ensure their sustainable and affordable access and responsible use;

WHEREAS, NIID is a national research institution playing a central role in infectious disease research and development, focusing on establishing scientific evidence for preparedness and response for the recurring crises caused by emerging infectious diseases, the rise of antibiotic-resistant bacteria, and the increasing prevalence of chronic infectious diseases;

WHEREAS, GARDP has drug development expertise and is actively working on improving access to treatment for the patient population in need and stewardship to fight antimicrobial resistance ("**AMR**"); and NIID has an expertise on the basic, applied and translational research for preventing and treating infectious diseases including that by AMR bacteria;

WHEREAS, the Parties wish to discuss the foundation for a partnership to maximise the impact of each organisations activities in the field of AMR and clinical research by collaborating on mutually agreed projects.

NOW THEREFORE, the following terms have been agreed between **NIID** and GARDP:

1. **OBJECTIVES OF THE MoU**

1.1 The overall objectives of the potential collaboration between the Parties under this MoU are:

The Parties wish to promote joint clinical research and development activities of mutual interest and benefit in the area(s) of prioritization of antibiotics to be developed as evidence-based treatment options for patients with serious bacterial infections including multi-drug-resistant (MDR) infections. This could include the design, conduct and interpretation of clinical trials to provide evidence for the optimal and appropriate use of new and existing treatment regimens for serious bacterial infections that address both Parties objectives related to addressing the burden of bacterial infections and AMR.

1.2 Potential areas of collaboration envisaged include activities relating to:

The Parties intend to collaboratively pursue the following research activities of mutual interest:

- Addressing key clinical research questions in the prevention and treatment of priority serious bacterial infections impacted by AMR,
- Collaborate in generating clinical data and public health evidence for antibiotic treatments, including within the GARDP portfolio, in Korea and contribute to the study including high burden LMIC countries where appropriate. Initial areas of focus will include clinical trials to address the impact of multi-drug resistant serious bacterial infections and provide options to delay the emergence of further resistance,
- Clinical trial design, conduct, statistical analysis, quality management, safety and pharmacovigilance activities for regulatory and public health trials,
- Generation of supporting clinical scientific and epidemiological and evidence to both support prioritising of interventions and design and conduct of clinical trials,
- Sharing knowledge and approaches to support translation of clinical research evidence tosupport country level registration and guideline incorporation,
- Training opportunities to further develop clinical trial designs for antibiotics, and their conduct and analysis, expertise in clinical epidemiology and clinical microbiology,
- Development of site capability to support network capacity both in Korea and where appropriate in other countries collaborating on studies with GARDP and NIID
- Build on existing GARDP-Korea collaborations to address mutually shared infectious disease related global health objectives.

2. CONFIDENTIALITY

2.1. Each Party shall, and shall cause its officers, directors, consultants and employees to keep confidential and not publish or otherwise disclose to a third party and not use, directly or indirectly, for any purpose, any non-public information and data furnished or otherwise made known to it, directly or indirectly, by the other Party ("**Confidential Information**"), except to the extent such disclosure or use is expressly permitted by the terms of this MoU or expressly permitted by the disclosing Party.

2.2. Notwithstanding the foregoing, the confidentiality and non-use obligations under Article 2 shall not apply to any information that is, as documented by the receiving Party's written records or other competent proof:

2.2.1. in the possession of the receiving Party prior to disclosure by the disclosing Party, and not through a prior disclosure by the disclosing Party;

2.2.2. properly in the public domain prior to disclosure or becomes part of the public domain through no wrongful act, fault, negligence or breach of this MoU by the receiving Party;

2.2.3. subsequently disclosed to the receiving Party by a third party free of any obligation of confidence to the disclosing Party; or

2.2.4. independently developed by or for the receiving Party without reference or reliance to the disclosing Party's Confidential Information.

2.3. Each Party may disclose Confidential Information of the other Party to the extent that such disclosure:

2.3.1. Is made to governmental or other regulatory agencies;

2.3.2. Is deemed necessary by the receiving Party to be disclosed to third parties (including actual and potential advisers, consultants, funding partners, sublicensees and agents) who need to know such information to the extent necessary to conduct the activities herein (the "**Permitted Recipients**"), on the condition that such Permitted Recipients agree to be bound by confidentiality and non-use obligations at least as stringent as the confidentiality and non-use obligations contained in this MoU; the receiving Party shall be liable for any damage caused by or resulting from any unauthorized disclosure and use of the disclosing Party's Confidential Information by such Permitted Recipients; or

2.3.3. Is required to be disclosed to comply with applicable laws or to comply with a valid and enforceable order of a court of valid jurisdiction or by a binding decision of any governmental body having jurisdiction.

2.4. These obligations set out in this Article 2 shall remain in force for the duration of this MoU, as set forth in Article 6, and for a period of five (5) years from its expiration of prior termination.

3. PUBLICITY AND PRESS RELEASES

3.1. Each Party agrees not to use the branding or name of the other Party in any published information without that Party's prior written permission.

3.2. The Parties agree not to issue any press release or other public statement, whether oral or written, disclosing the existence of this MoU, the terms hereof or any information relating to this MoU or any other amendment or supplement thereto, without the prior written consent of the other Party, which shall not be unreasonably withheld.

3.3. The Parties may agree on a set of information concerning this MoU and its subject matter that may be disclosed without prior consent, other than in the form of a press release (e.g., on a Party's website, in its annual reports, its newsletters, etc.), provided that the disclosing Party gives the other Party a copy of or reference (e.g., link to internet site) to such disclosure at the time of disclosure.

3.4. The Parties agree that any draft press release shall be sent to the other Party for review at least five (5) working days prior to the contemplated day of publication.

4. INTELLECTUAL PROPERTY RIGHTS

Nothing in this MoU shall be construed as a transfer or grant to the other of any of the Parties' or their licensors' intellectual property rights, unless specifically agreed upon in writing by the Parties.

5. DATA PRIVACY

The Parties agree to observe and comply with the applicable laws, policies, rules and regulations on data privacy and processing of personal information, in the implementation of all the activities and /or carrying out of their respective obligations under this MoU.

6. COMMENCEMENT AND DURATION OF THE MOU

This MoU shall commence on the Effective Date for a duration of two (2) year, unless terminated in advance according to Article 7 below. This MoU shall be renewable by written agreement of the Parties.

7. TERMINATION

7.1. This MoU may be terminated immediately at any time by any Party after giving the other Party prior notice in writing, without having to give any reasons for doing so or incurring any liability to any other party.

7.2. Upon termination of this MoU, the receiving Party shall upon request of the disclosing Party return to the disclosing Party or destroy all Confidential Information and other materials received, including any copies thereof, and procure that Permitted Recipients do the same. This obligation shall not apply to Confidential Information or other materials that the receiving Party or any Permitted Recipient is required to retain pursuant to any applicable law, or to automatically generated electronic routine back-up copies of Confidential Information made in the ordinary course of business.

8. NOTICES

8.1. All notices or communications to be given under this MoU shall be addressed in writing in English and sent by certified mail with acknowledgement of receipt or recognized courier service, properly addressed, or by email with human confirmed receipt, to the other Party at the addresses set forth below 8.2.

8.2. Notices shall be deemed effective upon the date received if sent by certified mail or recognized courier; or the date of confirmed receipt if sent by email.

For **GARDP**:

In relation to technical and strategic issues:
Seamus O'BRIEN
Director, R&D
GARDP Foundation
15, Chemin Camille-Vidart
1202 Geneva, Switzerland
Email: sobrien@gardp.org

In relation to legal issues:
Legal Department
GARDP Foundation
15, Chemin Camille-Vidart
1202 Geneva, Switzerland
Email: legal@gardp.org

For **NIID**:

In relation to technical and strategic issues:
Hee Chang JANG
Director General
The NIID of National Institute of Health of South Korea
187 Osongsaengmyeong 2-ro, Osong-eup, Heungdeok-gu,
Cheongju-si 28159, Chungcheongbuk-do, South Korea
Email: niidchief@korea.kr

In relation to legal issues:
Division of Organisational and Legal Affairs
Korea Disease Control and Prevention Agency
187 Osongsaengmyeong 2-ro, Osong-eup, Heungdeok-gu,
Cheongju-si 28159, Chungcheongbuk-do, South Korea

9. NATURE OF THIS MOU

This MoU is not intended to create any binding obligations, except for the confidentiality and publicity provisions at Articles 2 and 3.

10. SETTLEMENT OF DISPUTES

Any dispute arising from the interpretation, implementation or application of this MOU shall be resolved amicably through consultation or negotiation between two parties' respective Excutive Directors without the intervention of a third party including any courts.

11. COUNTERPARTS AND TRANSMISSION IN .PDF FORMAT

11.1. This MoU may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

11.2. For the convenience of the Parties, an executed copy of this MoU may be transmitted by email in portable document format (.PDF) and such .pdf file shall be deemed equivalent to an original.

IN WITNESS WHEREOF, each of the Parties has caused this MoU to be executed by its authorized representative.

For and on behalf of
GARDP Foundation

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Name: Manica Balasegaram
Title: Executive Director
Date:

For and on behalf of
NIID

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Name: Hee Chang JANG
Title: Director General
Date:

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Name: Seamus O'Brien
Title: Research & Development Director
Date: