

Memorandum of Understanding
for the Strategic Cooperation
between the European Commission (Research, Innovation and
Science), and
the Bill & Melinda Gates Foundation

This Memorandum of Understanding (the “MOU”), is hereby established by and between the European Commission represented by the Commissioner for Research, Innovation and Science representing the Commission (the “Commission”) and the Bill & Melinda Gates Foundation (the “Foundation”). The Commission and the Foundation are each hereinafter referred to as a “Side” and are jointly referred to as the “Sides”.

This MOU is not legally binding and any obligation or commitment of funding for Projects or as otherwise contemplated by this MOU will be affected through separate agreements between the Sides and/or potential funding recipients.

WHEREAS, the Commission develops and implements the European research and innovation policy with a view to achieving the goals of Europe 2020 and the Innovation Union and, as such, the Commission supports research and innovation through European Framework Programmes, supports national and regional research and innovation programmes, contributes to the creation of the European Research Area by developing the conditions for researchers and knowledge to circulate freely, and supports European organizations and researchers in their cooperation at international level;

WHEREAS, as part of the European Union’s Horizon 2020 vision, the Commission will carry out and support certain research and development programmes, which may include, subject to adoption following legislative procedures, the health, demographic change and well-being challenge, the renewal of the European and Developing Countries Clinical Trials Partnership (“EDCTP”) undertaken by the European Union and some European countries, the successor of the Innovative Medicines Initiative (“IMI”) partnership between the Union and private industrial partners, all of which have the capacity to support important research and development (“R&D”) activities for global health;

WHEREAS, the European Research Council (“ERC”) through its activities supports in a bottom-up fashion frontier research in all areas;

WHEREAS, the Foundation harnesses advances in science and technology to improve and save lives in poor countries, focusing on the health and agricultural problems that have a major impact in developing countries but get too little attention and funding, supporting sustainable ways to improve the delivery of proven tools and investing in research and development of new interventions, such as vaccines, drugs, and diagnostics, in furtherance of its mission to ensure that all lives have equal value;

WHEREAS, the Commission and the Foundation see great potential in a close partnership and wish to coordinate and leverage their respective financial, human, technical and other resources in scientific and technological cooperation for the purpose of accelerating, initially, the discovery, development, delivery and commercialization, when appropriate, of innovative global health technologies that will improve health in resource-constrained countries and regions and considering, in future, undertaking similar R&D activities in other sectors;

NOW, THEREFORE, the Sides decide that this MOU sets forth certain mutual understandings and guiding principles for their strategic cooperation:

I. Objectives of Strategic Cooperation

Both Sides endeavour to work in concert as partners to achieve the following objectives:

1. Identify and support opportunities for common R&D global health objectives, and apply the research findings or project results in resource-constrained developing countries and regions to have meaningful impact on health outcomes, poverty reduction, human development and human progress.
2. Provide mutual support and technical assistance between the Sides by sharing technical data and analysis, strategic insight and overall views on appropriate budgets, approaches and other information as appropriate, including high level overviews of each Sides' primary aims and objectives and funding expectations (including views by the Foundation to the benefits of securing funding through appropriations mechanisms at the Commission, Member States or others).
3. Encourage European, African, United States and health research institutions and businesses from other parts of the world to address the need for knowledge and technologies in resource-constrained countries and regions that help these countries and regions increase the availability of affordable new or improved tools against disease through, among other things, engaging in basic life sciences research, developing cross-sector technology and platforms to enable safer and faster development of drugs and vaccines; addressing maternal health; supporting preclinical work that feeds clinical trials; and supporting phase I, II, III and IV clinical trials particularly in Sub-Saharan Africa while creating sustainable research collaborations and networks between European and African countries and promoting capacity development to eliminate or reduce poverty and sustainably improve Sub-Saharan African capacity for self-development by means of science and technology.
4. Maximize the impact of each Side's funding and activities through coordination and close partnership to leverage the impact of such activities and minimize unnecessary duplication.
5. Any other activities on which the Sides would agree throughout the timeframe of this agreement.

II. Principles of Strategic Cooperation

Both Sides decide to cooperate in accordance with the following guiding principles:

1. Mutual Respect. Both Sides will cooperate with each other on the basis of their common intention and respect in furtherance of the Strategic Interests as set forth in this MOU.
2. Common Objectives. Both Sides will work to ensure a conducive environment for mutual cooperation and common development in furtherance of their shared global health objectives and to have meaningful impact on health outcomes, poverty reduction, human development and human progress in an environmentally respectful and sustainable manner.

3. Strategic Coordination. Both Sides will cooperate with each other on areas of mutual strategic interest, as will be agreed upon by the Sides from time to time and will seek regular opportunities including an annual strategic meeting between the leadership of both Sides, to share and exchange views and objectives through periodic meetings and other communications.

4. Global Access. The Sides intend that the knowledge and information gained from the R&D, where appropriate given the objective of the activity, be promptly and broadly disseminated and made available and accessible at an affordable price to people most in need within developing countries.

III. Areas of Strategic Coordination

Both Sides decide to cooperate in their shared global health objectives and anticipate that the following may be areas of particular interest in seeking collaborative opportunities:

1. Accelerating R&D of new or improved diagnostics, drugs, vaccines and other technologies for diseases that disproportionately affect resource-constrained countries and regions that link with the EDCTP platform and its successor which supports diagnosis, clinical trials, regulatory pathways, capacity building and networks of excellence;

2. Supporting improvement of regulatory pathways, research platforms and other cross-sector technologies in collaboration with IMI and its successor in order to support faster, safer and more cost-efficient development of global health technologies that will be beneficial for European citizens and important for resource-constrained countries and regions;

3. Supporting cutting-edge science and technology that will improve our knowledge of diseases, maternal and child health and access to healthcare that will impact our approaches to global health solutions and access to tools and technologies;

4. Encouraging important knowledge-based and frontier research work initiated by investigators through the activities of the ERC in order to build a robust foundation of knowledge.

Both Sides will meet on an annual basis to share information and align priorities followed by appropriate meetings and discussions between relevant staff members throughout the year to implement the vision set out by the Sides. Where appropriate, other global health stakeholders may also join the meetings in order to leverage even greater impact.

IV. Miscellaneous

1. No Partnership, Agency. Nothing in this MOU establishes or will be deemed to establish a principal-agent relationship, employee-employer relationship, a representative or joint partnership between the Sides, and neither Side will enter into any contract or commitment on behalf of the other Side.

2. Compliance with Law. All activities described in this MOU will comply with the applicable laws, regulations and other legal standards of the respective countries of the Sides.

3. Non-Binding MOU; No Commitment of Funds. All activities within this cooperation framework will be carried out depending on the availability of financial, human and research resources. Nothing in this MOU will be construed to constitute an obligation or commitment of funds from either Side. This MOU is not legally binding. Any obligation or commitment of funding for Projects or as otherwise contemplated by this MOU will be affected through separate agreements between the Sides.
4. Use of Name and Press Releases. If either Side wishes to issue a press release announcing this MOU, the subject matter hereof and/or the relationship established hereunder or otherwise recognize and acknowledge the terms hereof, the Side wishing to do so will first contact the other Side at least fourteen days in advance (unless the Sides decide on a shorter period) to obtain the other Side's approval of the timing and contents of the press release or announcement before any such announcement is made.
5. Term. The proposed cooperation under this MOU is non-exclusive and will have a duration period of eight years, commencing on the date first set forth above, unless replaced by a new MOU or terminated earlier by either Side upon sixty days prior written notice to the other Side.
6. Amendments. This MOU may be amended at any time and from time to time upon the mutual written agreement of the Sides.
7. Notices. Any notice or request required or permitted to be given or made under this MOU will be in writing. Such notice or request will be deemed to have been duly given or made when it will have been delivered by electronic mail or by overnight courier to the Side to which it is required to be given or made at the address specified below or such other address as hereafter notified.

For the Commission: European Commission

Directorate-General for Research and Innovation

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For the Foundation: The Bill & Melinda Gates Foundation

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Attn: Trevor Mundel

Email: trevor.mundel@gatesfoundation.org

With a copy to: Helene Madonick, Director, Legal

helene.madonick@gatesfoundation.org

9. Entire Agreement. This MOU comprises the entire understanding of the Sides in respect of the subject matter of this MOU.

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IN WITNESS WHEREOF, the duly authorized representatives of the Sides affix their signatures to this MEMORANDUM OF UNDERSTANDING on 10 June 2013 in Paris.

For the European Commission

For the Bill & Melinda Gates Foundation

Máire GEOGHEGAN-QUINN
Commissioner for Research, Innovation
and Science

Bill GATES
Co-Chair