WHO STANDARD CONFIDENTIALITY AND MATERIAL TRANSFER AGREEMENT

Between

..... ……having its principal offices at .....

..... ……(hereinafter referred to as "the Company");

and

The World Health Organization, Avenue Appia, 1211 Geneva 27, Switzerland, (hereinafter referred to as "WHO").

The Company has developed (a) SARS-CoV-2 antibody detecting test(s), known under the trademark : …… …… …… …… which test(s) is/are further described in Exhibit 1 attached hereto, (hereinafter referred to as "the Product(s)", and information relating thereto (hereinafter referred as the "the Information"). WHO is interested in having the Product(s) tested in the WHO SARS-CoV-2 antibody-detection assay performance evaluation scheme, jointly coordinated by the WHO and the National Serology Reference Laboratory, Australia hereinafter referred to as "WHO SARS-CoV-2 antibody-detection assay performance evaluation scheme".

Therefore, the Parties have agreed as follows:

(1) The Company shall disclose and furnish to WHO the Information and sufficient quantities of the Product(s) in order to enable WHO to assess the Information and arrange for such evaluations of the Product(s), as WHO may determine, are reasonably necessary to assess the performance of the Product(s) and its/their suitability for use at the health care settings in developing countries. At the conclusion of the testing and evaluation process, WHO will report the results thereof to the Company and, at the Company's request and cost, return or destroy the Information and any unused quantities of the Product(s). For the avoidance of doubt, "Information" as used herein does not include the data and information resulting from the testing and evaluation process, any other testing results and the reports generated as a result of this Agreement (all the foregoing hereinafter jointly referred to as "the Testing Results"). Such Testing Results shall belong to WHO (subject always, however, to the other provisions of this Agreement).

(2) If and to the extent that the Information has been marked by the Company as "Confidential", WHO shall treat such Information as confidential and proprietary for a period of five years after disclosure to it. In this connection, WHO shall take all reasonable measures to ensure that the Information in question is not used for any purpose other than the aforementioned evaluation and testing activities and is not disclosed or provided to any person who is not bound by similar obligations of confidentiality and restrictions on use as contained in this Agreement.

(3) WHO shall not be bound by any obligation of confidentiality or restriction on use to the extent it is clearly able to demonstrate that any part of the Information:

a) was known to WHO prior to any disclosure by the Company to WHO; or
b) was in the public domain at the time of disclosure by the Company to WHO; or
c) becomes part of the public domain through no fault of WHO; or
d) becomes available to WHO from a third party not in breach of any legal obligations of confidentiality to the Company.

(4) The Company undertakes to abide by similar obligations of confidentiality and restrictions on use as contained in paragraphs 2 and 3 above with regard to the Testing Results (regardless of whether or not such Testing Results have been marked as "confidential").

(5) The provision of Product(s), Information, and Testing Results shall not in itself be construed as conveying rights under any patents or other intellectual property which either Party may have or may hereafter obtain.

(6) Subject to the protection of each Party's confidential information and the provisions of this paragraph 6, Testing Results may be published by either Party. In order to avoid prejudicing confidential information of the other Party, the submitting Party will transmit to the other Party for its review, the material intended to be published at least 30 (thirty) working days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of an objection by the other Party within the 30-day period concerning prejudice to its confidential information, and provided that all other conditions of this paragraph 6 have been met, the publication may proceed.

In connection with the foregoing, it is understood and agreed that notwithstanding any other provisions in this Agreement, WHO shall be entitled to evaluate and publish the Testing Results, and to exclusively control this evaluation and the content of the aforesaid publication, provided that in order to avoid prejudice to the Company's confidential Information disclosed to WHO pursuant to paragraphs 1 and 2 above, WHO shall submit any proposed publication to the Company for review in accordance with the provisions of paragraph 6. For the avoidance of any doubt, the Company shall only be entitled to object to a proposed publication if and to the extent it contains any confidential Information of the Company, and not on the grounds that the

Company is not satisfied with the Testing Results and/or does not agree with WHO's evaluation thereof.

The Company shall not proceed to the publication (or any other public disclosure) of any of the Testing Results until such Results have been published by WHO and until the proposed publication has been submitted to WHO for review in accordance with the provisions of paragraph 6.

All publications of the results of any evaluation and testing activities carried out under this Agreement shall include the following statement:

“This investigation was carried out as part of the "WHO SARS-CoV-2 antibody-detection assay performance evaluation scheme ".

Other than as provided herein before, neither Party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the Parties under this Agreement or to the relationship of the other Party to the Product(s). The Company shall not, at any time, use, nor allow any other parties to use, the participation in the Performance evaluation Programme and/or publication by WHO of the Testing Results for commercial or promotional purposes. Under no circumstances shall the Company or any other party be authorized to refer to WHO, the Company's participation in the performance evaluation scheme, and/or the publication of the Testing Results by WHO, in any statement or material of an advertising or promotional nature, press release and/or similar public statement and/or other material aimed at promoting the Company, any other party and/or the Product(s).

(7) The Company shall provide the Information and sufficient quantities of the Product(s) to WHO, or WHO’s designee(s), free of charge. WHO reserves the right to terminate the evaluation and testing process at any stage if the company is not able to, or fails to, provide the information and/or sufficient quantities of the product(s) by the required deadlines, or when the information supplied is inadequate to complete the evaluation and testing effectively.

(8) The Company hereby furthermore confirms that it has taken good note of, agrees with, accepts and to the extent applicable, shall abide by, the provisions contained in the document, entitled "Information for Manufacturers on WHO SARs-CoV-2 antibody-detection assay performance evaluation scheme."

(9) Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final.

On behalf of WHO:	**On behalf of the Company:**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**