

Pandemic Influenza Preparedness Framework for the sharing of influenza viruses and access to vaccines and other benefits (PIP Framework)

Standard Material Transfer Agreement 2

Article 1. Parties to the Agreement

Becton, Dickinson and Company (hereinafter the “**Company**”)
1 Becton Drive
Franklin Lakes, New Jersey 07417-1880
USA

and

The World Health Organization (hereinafter “**WHO**”)
20 avenue Appia
1211 Geneva 27
Switzerland

hereinafter together the “**Parties**” and each a “**Party**”

In connection with the PIP Framework, adopted by the World Health Assembly on 24 May 2011, the Parties hereby agree as follows:

Article 2. Subject matter of the Agreement

PIP biological materials as defined in Section 4.1 of the Framework (hereinafter “**Materials**”) transferred to the Company are subject to the provisions of this Agreement.

Article 3. Definitions

- (a) Terms defined in Section 4 of the PIP Framework shall have the same meaning when used in the context of this Agreement.
- (b) Other terms as may be agreed by the Parties in writing.
- (c) “**Term Sheet**” shall mean the terms and conditions describing the rights and obligations of each Party with regard to the Commitment (as defined below).
- (d) For the purposes of this Agreement, the Company shall be construed to refer not only to Becton, Dickinson and Company, but also to any other company within the Becton, Dickinson and Company group of companies or affiliates.

Article 4. Obligations of WHO

WHO will report to the Advisory Group any exceptional transfers of Materials authorized by the Director-General under Article 5.4 below.

Article 5. Obligations of the Company

5.1 The Company agrees to comply with the commitment below (the “**Commitment**”), in accordance with and subject to the terms set out hereunder and in the Term Sheet Annexed to this Agreement and forming an integral part thereof, including with respect to timetables established thereunder.

5.1.1 The Company, as a manufacturer of products relevant to pandemic influenza preparedness and response, commits to the following, subject to and in accordance with the Term Sheet with regard to an influenza pandemic during the term of this Agreement:

1. ***Donate 25 million syringes needed for influenza pandemics.***

5.2 The Company shall ensure that the Materials are handled in accordance with applicable WHO guidelines and national bio-safety standards.

5.3 If applicable, the Company shall appropriately acknowledge in presentations and publications, the contributions of WHO laboratories providing the Materials, using existing scientific guidelines.

5.4 The Company shall only further transfer the Materials if the prospective recipient has concluded a Standard Material Transfer Agreement (“**SMTA**”) with the WHO. The Company shall report any such further transfers to the WHO. The Director-General may, under exceptional circumstances, allow the Materials to be transferred to a prospective recipient while requesting this aforementioned recipient to enter into an SMTA, and report to the Advisory Group accordingly.

5.5 The Company may exchange the Materials with any other holder of an SMTA concluded with the World Health Organization.

Article 6. Term Sheet

6.1 The Term Sheet specifies the terms for the Commitment in Article 5 above, and shall form Annex 1 of the Agreement. The Annex shall be an integral part of this Agreement.

6.2 At the request of either Party at any time, but at a minimum every four (4) years from the signature of this Agreement, the Parties will review the provisions contained in the Term Sheet to evaluate if modification is necessary and the Term Sheet may be adapted by mutual agreement of the Parties as a result of such review. Any modification requested by either Party shall be discussed by the Parties in good faith and the Parties shall use commercially reasonable efforts to agree on such modifications within three months of starting such discussions.

6.3 In case of an imminent risk of a pandemic, and at the latest upon declaration by WHO of a pandemic, the Parties will review (and if necessary adapt) the Term Sheet with the objective of ensuring that all mechanisms are in place to enable the speedy implementation of the Commitments once a pandemic is declared. The Parties will also conduct an after action review of the Term Sheet after the end of a pandemic event.

Article 7. Dispute Resolution

If a dispute cannot be resolved through negotiations or other non-binding means of the parties' choice, disputes shall be subject to binding arbitration on conditions that are mutually agreed by the parties.

Article 8. Liability and Indemnity

Provisions on liability and indemnity are contained in the Term Sheet.

Article 9. Privileges and Immunity

Nothing in or relating to these clauses shall imply the obligation of WHO to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

Article 10. Name and Emblem

Except as otherwise explicitly provided in this Agreement, 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 otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of that other Party.

Article 11. Warranties

Each Party warrants to the other Party that it has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and benefits granted by it to the other Party under this Agreement.

Article 12. Duration of Agreement

This Agreement will become effective upon the signing by both Parties and shall remain in effect until 31 December 2031, unless terminated by either Party in accordance with Article 13 below.

Article 13. Termination

13.1 Either Party shall have the right to terminate this Agreement at any time with one hundred and eighty (180) days written notice to the other Party. If a pandemic occurs during such notice period, all obligations under this Agreement will survive and termination will take effect only after both fulfilment of the obligations by the Parties under the Term Sheet and the announcement of the end of the pandemic

13.2 In case of a termination of this Agreement by the Company pursuant to this Article 13, the Company shall, when such termination takes effect, immediately cease any and all use of any Materials and shall return to the provider or destroy (as advised by the provider) any such Materials.

Article 14. Force Majeure

No Party shall be liable for any delay in the performance of or failure to perform its obligations under this Agreement, where such delay or failure is caused by Force Majeure ("**Force Majeure**" is defined in the relevant Term Sheet).

Article 15. Miscellaneous

Any notice to be given between the Parties shall be effectively given if sent by letter, fax or similar means of communication, postage prepaid or charged to the sender and addressed to the other Party at the address shown below:

(a) If to WHO:

World Health Organization,
20 Avenue Appia
1211 Geneva 27
Switzerland

Attention: PIP Framework Secretariat, with copy to pipframework@who.int

(b) If to the Company:

Becton, Dickinson and Company
1 Becton Drive
Franklin Lakes, New Jersey 07417-1880
USA

Attention: Executive Vice President, Global Health

15.2 This Agreement, including any current or future Annexes, contains all the rights, obligations and terms made by the Parties in connection with the subject matter detailed herein. Any amendment of the Agreement, including any amendment of this section 15.2, is only valid if

made in writing as an amendment to this Agreement and signed by authorized signatories of the Parties.

15.3 Should any part of this Agreement, including its Annexes, be or become void, ineffective or unenforceable for any reason, the validity of the remaining sections of this Agreement shall not be affected. In such a case, the ineffective section or sub-section shall be deemed as replaced by provisions achieving the purpose of this Agreement as far as possible.

Article 16. Signature and Acceptance

In WITNESS whereof, this Agreement has been duly executed by the Parties.

SIGNED for and on behalf of WHO

Signature:



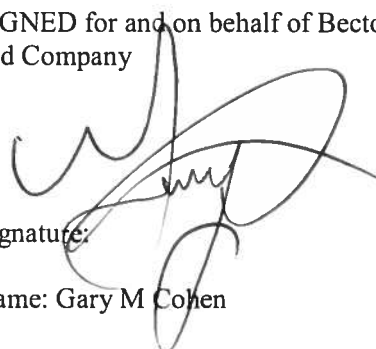
Name: Dr Peter Salama

Title: Deputy Director-General
Emergency Preparedness and Response

Date: 10/6/18

SIGNED for and on behalf of Becton, Dickinson
and Company

Signature:



Name: Gary M Cohen

Title: Executive Vice President
President Global Health and Development

Date: 22/5/18

