

## MMV CONFIDENTIALITY POLICY

### 1. Purpose

MMV recognizes the importance of maintaining the confidentiality of information which it obtains in strict confidence and/or in line with data protection legislation from its Staff Members, collaborating entities, stakeholders or other sources. MMV further recognizes the importance of protecting the confidentiality of sensitive information relating to proprietary health products or financial information received from collaborating partners in the course of establishing business relationships, as such information, if divulged, may have adverse consequences.

The purpose of this MMV Confidentiality Policy is to provide MMV staff, collaborators and partners with clear guidelines regarding the handling of confidential information.

### 2. Definitions

- |    |                      |   |
|----|----------------------|---|
| a. | APMAC                | Shall mean the MMV Access and Project Management Advisory Committee.  |
| b. | Covered Individual   | Shall mean all Staff Members and MMV Foundation Board members, as well as any agents, individuals or entities contractually authorized to act on behalf of MMV, including APMAC and ESAC members. |
| c. | ELT                  | Shall mean the Executive Leadership Team of MMV.  |
| d. | ESAC                 | Shall mean the MMV Expert Scientific Advisory Committee.  |
| e. | MMV Foundation Board | Shall mean the highest policy and decision-making body of MMV which ensures that MMV's objectives are efficiently executed by the Executive Leadership Team of MMV.                               |
| f. | Staff Member         | Shall mean a person working under an employment contract with MMV.  |

### 3. Scope of Application

This MMV Confidentiality Policy applies to all Covered Individuals.

### 4. Definition and Principles of Confidentiality

All information that is or has been obtained or has otherwise been acquired in confidence by MMV or a Covered Individual from a disclosing third party due to such third party's involvement with MMV, and that has not previously been made public, is confidential (hereinafter "Confidential Information").

POL-11 version 1  
Effective 20-Jan-2014

MMV and/or the Covered Individuals shall not at any time, whether before or after the end of their involvement with such third party, disclose such Confidential Information in any form to any person without the disclosing third party's written consent.

## **5. Responsibilities**

### **5.1 ELT Responsibilities**

- 5.1.1 The ELT is responsible for ensuring that all Staff Members who receive, obtain, or deal with Confidential Information receive appropriate training, supervision and support regarding the MMV Confidentiality Policy and their legal responsibilities.
- 5.1.2 The ELT is responsible for ensuring that a copy of this Policy is available to all Staff Members and all Covered Individuals to whom it applies.

### **5.2 Staff Member Responsibilities**

- 5.2.1 Staff Members will have access to Confidential Information in the course of their employment with MMV provided by MMV or by third party entities. Every Staff Member must sign an Employee Confidentiality and Invention Assignment Agreement in the form set out at Annex A before the commencement of his/her employment.
- 5.2.2 Staff Members must obtain proprietary information from third parties ethically, keep it confidential, and use it responsibly.
- 5.2.3 Staff Members may only disclose Confidential Information to persons who are bound by like obligations of confidentiality and non-use.
- 5.2.4 A Staff Member is expected to exercise care to keep safe all documentary or other material containing Confidential Information, and at the time of end of the Staff Member's involvement with MMV, or at any other time upon demand, return to MMV any such material in their possession.
- 5.2.5 Staff Members also undertake not to communicate the deliberations and decisions of the MMV ESAC or APMC committees or the MMV Foundation Board to persons outside these bodies except as agreed by the bodies themselves or by MMV.

### **5.3 Other Covered Individuals**

- 5.3.1 Foundation Board members, ESAC and APMAC members must sign a confidentiality agreement in accordance with the terms of this Policy before the commencement of their activities in that capacity.

## **6. Limits to Confidentiality**

In exceptional circumstances MMV may need to break confidentiality if it believes there is a real intent of serious harm or danger to either their client or another individual. In as far as is

POL-11 version 1  
Effective 20-Jan-2014

possible, in such cases, a full explanation will be given regarding the necessary procedures that may need to be taken.

## **7. Wrongful Disclosure**

Wrongful disclosure can occur by act or omission, either where Confidential Information is deliberately passed on to a third party, or where Confidential Information is disclosed to a third party through negligence. Wrongful disclosure by a Covered Individual will be considered as an act of gross misconduct and will result in disciplinary action.

## **8. Data Protection**

In addition to the duty of care regarding confidentiality outlined above, MMV recognizes that it has obligations under the national Swiss legislation, in particular under the Federal Law on Data Protection dated 19 June 1992.

MMV acts in accordance with the following eight data protection principles regarding information:

1. Obtain and process information fairly
2. Keep it only for one or more specified, explicit and lawful purposes
3. Use and disclose information only in ways compatible with these purposes
4. Keep it safe and secure
5. Keep it accurate, complete and up-to-date
6. Ensure it is adequate, relevant and not excessive
7. Retain for no longer than is necessary
8. Allow individual's access to their personal data, on request

## **9. Scientific Data**

Notwithstanding MMV's Scientific Publication Policy promoting transparency and accessibility to scientific data, MMV also recognizes the need for confidentiality prior to publication where necessary or required by law and regulation.

## **10. Policy Review**

This Policy will be subject to regular review by the ELT and approval by MMV's Chief Executive Officer and Head of Legal.

## **11. Communication**

This Policy is available on MMV's intranet and on MMV's website.

## ANNEX A

### EMPLOYEE CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

.....

This Employee Confidentiality and Invention Assignment Agreement ("Agreement") is made as of \_\_\_\_\_ between Medicines for Malaria Venture, ("MMV"), and Mr./Mrs. \_\_\_\_\_ ("Employee").

In consideration of the Employee's employment or continued employment by MMV, with the intention that this Agreement shall apply to the entire period of Employee's employment with MMV (including the period prior to the date of this Agreement), the Employee hereby agrees as follows:

#### 1. CONFIDENTIAL INFORMATION DEFINITION

"Confidential Information" means all Information relating to the research, development and delivery of new or improved means to control major tropical diseases that MMV owns, licenses, or otherwise has access to, which it considers to be proprietary to itself or to entities collaborating with it. It is understood, however, that the obligations under this Agreement shall not apply in the event and to the extent that Confidential Information is in the public domain other than as a result of Employee's act or omission.

#### 2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Employee acknowledges that, during the period of Employee's employment with MMV, Employee has had or will have access to Confidential Information. Therefore, Employee agrees that both during his/her employment with MMV and for a period of seven (7) years following the end of his/her employment, Employee shall not, without the prior written approval of MMV, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information to any person or entity, or (b) use Confidential Information for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Employee's work for MMV.

#### 3. PROPERTY OF MMV

Employee acknowledges and agrees that all Confidential Information of MMV and all reports, drawings, blueprints, data, notes, and other documents and records, whether printed, typed, handwritten, videotaped, transmitted or transcribed on data files or on any other type of media, made or compiled by Employee, or made available to Employee, during the period of Employee's employment with MMV (including the period prior to the date of this Agreement) concerning Confidential Information are and shall remain MMV's property and shall be delivered to MMV within five (5) business days after the termination of such employment with MMV or at any earlier time on request of MMV. Employee shall not retain copies of such Confidential Information, documents and records.

#### 4. INVENTIONS

(a) Employee shall promptly and fully inform and disclose to MMV in writing all inventions, copyrightable material, designs, improvements and discoveries of any kind which Employee now has made, conceived or developed (including prior to the date of this Agreement), or which Employee may later make, conceive or develop, during the period of Employee's employment with MMV, which pertain to or relate to MMV's business or any of the work or businesses carried on by MMV ("Inventions"). This covenant applies to all such Inventions, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection; and whether or not they are conceived and/or developed by Employee alone or with others; and whether or not they are conceived and/or developed during regular working hours; and whether or not they are conceived and/or developed at MMV's facility or not.

(b) All Inventions shall be the sole and exclusive property of MMV, and shall be deemed part of the Confidential Information of MMV for purposes of this Agreement, whether or not fixed in a tangible medium of expression. Employee hereby assigns all Employee's rights in all Inventions and in all related patents, copyrights and trademarks, trade secrets and other proprietary rights therein to MMV.

(c) Employee shall assist and cooperate with MMV, both during and after the period of Employee's employment with MMV, at MMV's sole expense, to allow MMV to obtain, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the Inventions. Employee shall sign such documents, and do such things necessary, to obtain such protection and to vest MMV with full and exclusive title in all Inventions.

<b>Signature:</b>	<b>Name:</b>	<b>Date:</b>
-------------------	--------------	--------------