LICENSE AGREEMENT

February 20, 2015

This License Agreement (the "**Agreement**") is made as of ~~[DATE]~~ (the "**Effective Date**") by and between **Merck Sharp & Dohme Corp.** a New Jersey corporation having its principal place of business at One Merck Drive, Whitehouse Station, NJ 08889, USA ("**MSDC**"), MSD Italia s.r.l., a company organized and existing under the laws of Italy and having its offices at Via Vitorchiano 151, 00189, Rome, Italy (hereinafter referred to individually as "**MSD Italia**" and collectively with MSDC as "**Merck**", and the **Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at 17 Chemin Louis-Dunant, Geneva 1202, Switzerland ("**MPP**"). Each of Merck and MPP is referred to in this Agreement as a **Party**. Merck and MPP are collectively referred to in this Agreement as the **Parties.**

RECITALS

WHEREAS, MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable medicines by facilitating access to intellectual property on these medicines;

WHEREAS, Merck owns certain rights, title and interest in and/or has the right to sublicense the Licensed Patent Rights (as defined below) relating to the antiretroviral compound raltegravir;

WHEREAS, the MPP desires to obtain a licence from Merck under the Licensed Patent Rights to allow it to grant sublicences to various third parties in order to promote access to paediatric formulations of raltegravir in a number of low and middle-income countries;

WHEREAS, Merck is willing to grant such a licence provided that such sublicences are in the form of the Sublicence (as defined below);

WHEREAS, the intent of this Agreement is to provide a license to patents, and not to create any non-patent-related barriers where Licensed Patent Rights do not exist;

NOW THEREFORE in consideration of the covenants and obligations expressed in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. Definitions

1.1 **Affiliate** shall mean in relation to a Party, any corporation, firm, partnership or other entity which is directly or indirectly controlled by, in control of, or under common control of such party. For the purposes of this definition "control" shall mean the ability of any corporation, firm, partnership or other entity, whether through

ownership of shares or otherwise, to procure that the affairs of a Party hereto are conducted in accordance with the wishes of such corporation, firm, partnership or other entity.

1.2 **Agreement Quarter** shall mean any period of three months ending on the last day of March or June or September or December.

1.3 **Business Day** shall mean a day (other than a Saturday or Sunday) on which the banks are open for normal business in London.

1.4 **Field of Use** shall mean the treatment of HIV/AIDS for use in children under 12 years of age.

1.5 **Licensed Compound** shall mean raltegravir (RAL).

1.6 **Licensed Products** shall mean pharmaceutical combinations and compositions designed specifically for paediatric use (e.g. granules for suspension, dispersible and chewable tablets) containing the Licensed Compound as the sole active ingredient or in combination with other active ingredients, subject to Section 2 of this Agreement.

1.7 **Licensed Patent Rights** shall mean Territory Patents and Non-Territory Patents.

1.8 **Non-Territory Patents** shall mean those patents and patent applications outside the Territory covering the Licensed Compound and/or the Licensed Product corresponding to those listed in Exhibit B and any other patent and published patent applications (and resulting patents therefrom) owned by Merck as of the Effective Date claiming a method of manufacturing of the Licensed Compound and/or Licensed Products ("Manufacturing Patents"), provided that the licence under the Manufacturing Patents shall be limited to manufacturing the Licensed Compound and/or Licensed Products. In the event that Merck publishes any applications with respect to Manufacturing Patents after the Effective Date, Merck and MPP shall discuss in good faith the potential inclusion of such patent applications (and resulting patents therefrom) in the scope of the Licensed Patent Rights, having due regard to the objectives of this Agreement.

1.9 **Sublicence** shall mean the Form Sublicence Agreement as attached in Exhibit D.

1.10 **Sublicensee** shall mean any entity that has entered into a Sublicence in accordance with Section 3.

1.11 **Territory** shall mean those countries set forth in Exhibit A.

1.12 **Territory Patents** shall mean those patents and patent applications covering the Licensed Compound and/or Licensed Products in the Territory as listed in

Exhibit B.

2. Scope of the Grant

2.1 Subject to the terms and conditions of this Agreement, Merck hereby grants to the MPP a non-exclusive, non-transferable licence under the Licensed Patent Rights to enter into Sublicences with Sublicensees. No rights are hereby granted for any other purpose and the MPP agrees that it will not use the Licensed Patent Rights itself or grant sublicenses: (i) to entities other than Sublicensees; and/or (ii) other than in the form of the Sublicence.

2.2 For avoidance of doubt, nothing in this Agreement or in the Sublicence shall be construed to prevent Sublicensees from engaging in any activities inside or outside the Territory where such activities would not infringe Licensed Patent Rights granted and in force.

2.3 Merck shall provide, upon MPP's request, a Sublicensee with regulatory exclusivity waivers to the extent required by the applicable regulatory authorities in order to manufacture or sell Licensed Product(s) in the Territory in accordance with the terms of the Sublicence. Sublicensees will agree not to seek any further regulatory exclusivity. For avoidance of doubt, Merck will not be required to represent that any Licensed Product is equivalent to any product containing RAL which is manufactured or sold by Merck, and no regulatory exclusivity waiver granted by Merck pursuant to this Section will be deemed as including any such representation.

2.4 Except as expressly set forth in this Agreement, Merck does not grant any licence to MPP under any of its intellectual property rights (including, without limitation, Licensed Patent Rights or rights to any proprietary compounds or drug substances other than Licensed Compounds).

2.5 Notwithstanding anything to the contrary herein, MPP acknowledges that the licence granted under this Section 2 is granted solely under and with respect to Licensed Patent Rights for the purposes of final supply of Licensed Products in the Field of Use and in the Territory.

3. Sublicences

3.1 Form of Sublicence. MPP shall not grant sublicences other than in the form of the Sublicence and otherwise in accordance with this Section 3.

3.2 Identification of Sublicensees. Subject to Section 4.5, MPP may grant sublicences to any entity with demonstrated commitment, ability and readiness to develop and commercialize Licensed Product and/or Licensed Compound in the form of Sublicence as appended in Exhibit C.

3.3 Merck's consent. Merck shall have the right of approval over any proposed Sublicensee, such approval not to be unreasonably withheld based on the criteria defined in Section 3.2. Merck's consent shall be understood as provided unless otherwise notified by Merck in writing setting forth specific reasons for Merck's withholding of consent to MPP within 30 days of MPP's initial written notice of intent to sign a Sublicence with a proposed Sublicensee, such notice to include reasonably adequate information regarding the proposed Sublicensee to permit Merck to assess the proposed Sublicensee's compliance with the criteria defined in Section 3.2.

3.4 Insurance. MPP shall cause Sublicensees to purchase and maintain appropriate product liability insurance as per the terms of the Sublicence.

4. MPP Obligations

4.1 Monitoring of Compliance. MPP agrees to monitor compliance with each Sublicence by each Sublicensee, as follows:

(a) reviewing with all reasonable skill and care any reports provided to MPP by the Sublicensee under Sections 3.4 and 9.2 of the Sublicence; and

(b) within 30 days of the expiry of the ten Business Day period referred to in Section 9.2 of the Sublicence, assessing in relation to each Sublicensee whether the supplies of Licensed Products made in the relevant Agreement Quarter were made in accordance with the terms of the Sublicence, and if they were not, reporting the outcome of such assessment to Merck.

4.2 Reports. MPP will send to Merck within 30 days following the end of each calendar quarter the number of units of Licensed Products reported sold by strength / formulation by country. MPP shall also provide Merck with a quarterly written report setting forth each Sublicensee's (a) Licensed Products development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan for WHO Pre-qualification Programme and/or a Stringent Regulatory Authority for each Licensed Product, and (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product. Merck agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

4.3 Improved Formulations. In the event that a Sublicensee develops a new formulation of the Licensed Product, MPP will require such Sublicensee to grant to Merck an option and right of first refusal to negotiate further mechanisms to make the new formulation available in countries outside the Territory, including but not limited to licensing or purchase of such new formulations by Merck.

4.4. Notification of Breach. If MPP becomes aware of any act or omission of a

Sublicensee which constitutes a breach of the relevant Sublicence MPP shall immediately notify Merck and (i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicense, direct the relevant Sublicensee in writing to cure the breach with copy to Merck; and (ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense, terminate the relevant Sublicence in accordance with its terms, either by MPP's decision or upon Merck's request.

4.5 OFAC.

a) MPP represents that neither MPP nor, to the knowledge of MPP, any director, officer, employee, or agent of MPP, is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State ("Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, and Syria) [((i) and (ii) collectively, "Sanctions Targets")] MPP will not, directly or indirectly, use, transfer, lend, contribute or otherwise make available the Licensed Patent Rights to any Person to engage in any activities or business of or with any Person, or in any country or territory, that, at the time of such transfer or other transaction, is, or whose government is, the target of Sanctions without prior written approval from Merck. Notwithstanding the foregoing, it is hereby confirmed that the activities described in the Sublicense are permitted with respect to all of the countries in the Territory.

b) Promptly after the Effective date, Merck will apply for and diligently pursue an OFAC license to authorize the addition of Sudan to the Territory. If and when such OFAC license is granted, as confirmed in writing by Merck, Merck and MPP will execute an amendment to this Agreement to reflect the addition of Sudan to the Territory, and MPP may enter into similar amendments of any then existing Sublicenses with the respective Sublicensees.

c) If a country in the Territory becomes the target of Sanctions ("Sanctioned Country") such that Merck, in its sole discretion, determines that a license would be required from the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") for the Sanctioned Country to be included in the Territory, the Sanctioned Country shall no longer be part of the Territory upon Merck's written notice thereof to MPP. Promptly after the Sanctioned Country's exclusion from the Territory, Merck will apply for and diligently pursue an OFAC license to authorize the inclusion of the Sanctioned Country in the Territory.

5. Representations, Warranties and Covenants

5.1 Ability to Perform. MPP and Merck each represent and warrant that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) this Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(c) the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such party.

5.2 Merck's ability to grant licenses. Merck represents and warrants that Merck or its Affiliates have the ability to grant licenses under the Licensed Patent Rights on the terms and conditions of this Agreement.

5.3 Law Compliance

(a) General. MPP covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations, including any US, EU, Swiss or other sanctions and export control laws and regulations that may apply.

(b) Conflicts. Neither party shall be required to take any action or perform any obligation under this Agreement to the extent that such action or obligation is in direct conflict with any applicable law, rule or regulation.

5.4 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, MERCK DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION,ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LICENSED PATENT RIGHTS, OR WITH RESPECT TO THE LICENSED PRODUCTS OR THE LICENSED COMPOUND. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY THAT ANY LICENSED PATENT RIGHT IS VALID OR ENFORCEABLE OR THAT LICENSEE'S USE OF THE LICENSED PATENT RIGHTS AS CONTEMPLATED HEREUNDER WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. Licensor also does not give any warranty, express or implied,

with regard to the safety or efficacy of the Licensed Compound or the Licensed Products and it shall be the sole responsibility of the sublicensees to ensure such safety or efficacy.

5.5 Indemnity. Each Party (the "Indemifying Party") shall jointly and severally indemnify, hold harmless and defend the other Party, and its affiliates, licensors, directors, officers, employees and agents (collectively, the "Indemnified Party"), from and against any and all losses, damages, expenses, cost of defense (including, without limitation, attorneys' fees, witness fees, damages, judgments, fines and amounts paid in settlement) and any amounts an Indemnified Party becomes legally obligated to pay because of any claim against it: (a) arising out of any breach by the Indemnifying Party of the terms and conditions of this Agreement, or (b) for any negligence or willful misconduct by or on behalf of the Indemnifying Party. These indemnification obligations shall apply only in the event that the Indemnified Party provides the Indemnifying Party with prompt written notice of such claims, grants the Indemnifying Party the right to control the defense or negotiation of settlement, and makes available all reasonable assistance in defending the claims. The Indemnified Party shall not agree to any final settlement or compromise with respect to any such claim that adversely affects the Indemnifying Party without obtaining the Indemnifying Party's written consent.

6. Term and Termination

6.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall remain in force until October 31, 2022.

6.2 Termination for Breach. A Party ("non-breaching party") shall have the right to terminate this Agreement in the event the other Party ("breaching party") is in material breach of any of its material obligations under this Agreement. The non-breaching party shall provide written notice to the breaching party. The breaching party shall have a period of 30 days after such written notice to cure such breach, or to provide a timeline to cure such breach to the satisfaction of the non-breaching party. If such breach is not cured within the 30 day period or in accordance with the timeline, this Agreement shall effectively terminate.

6.3 Effect of Termination. In the event that this Agreement is terminated other than under Section 6.1, all Sublicenses will be automatically be converted into direct licences between Merck and the Sublicensees, provided Sublicensees are not in breach of the Sublicence.

6.4 Insolvency. Either Party may terminate this Agreement in the event that the other Party becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it.

6.5 Waiver. The waiver by either Party of any breach of any term or condition of this Agreement shall not be deemed a waiver as to any subsequent or similar

breach.

6.6 Survival. Sections 6.3, 7 and 8 shall survive termination or expiry of this Agreement.

7. Confidentiality and Publications

7.1 Confidential Information. All technology, know-how, business information, quarterly reports or any other confidential information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") hereunder ("Confidential Information") shall be used solely and exclusively by Receiving Party and in a manner consistent with the rights granted hereunder and the purposes of this Agreement as stated in the preamble and recitals hereto; maintained in confidence by the Receiving Party; and shall not be disclosed to any non-party or used for any purpose except to exercise its rights and perform its obligations under this Agreement without the prior written consent of the Disclosing Party, except to the extent that the Receiving Party can demonstrate by competent written evidence that such information: (a) is known by the Receiving Party at the time of its receipt and, not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records; (b) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (c) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (d) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. Within 30 days after any expiration or termination of this Agreement, Receiving Party shall destroy (and certify to the Disclosing Party such destruction) or return all Confidential Information provided by the Disclosing Party except as otherwise set forth in this Agreement. One copy of the Disclosing Party's Confidential Information may be retained in the Receiving Party's files solely for archival purposes as a means of determining any continuing or surviving obligations under this Agreement. The confidentiality obligations under this Agreement shall survive this Agreement for a period of 5 years.

7.2 Press Release. Each Party shall seek the other's previous written approval of any initial press release or public announcement concerning the grant, scope or terms of this licence prior to such press release or other publication being made. Following an initial announcement, neither Party shall be required to seek the other Party's consent to additional statements, provided such statements are accurate and not misleading.

8. Miscellaneous

8.1 Agency. Neither Party is, nor will be deemed to be, an employee, agent or representative of the other Party for any purpose. Each Party is an independent contractor, not an employee or partner of the other Party. Neither Party shall have the

authority to speak for, represent or obligate the other party in any way without prior written authority from the other Party.

8.2 Entire Understanding. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the parties relating to the subject matter hereof.

8.3 Severability. The Parties hereby expressly state that it is not their intention to violate any applicable rule, law or regulation. If any of the provisions of this Agreement are held to be void or unenforceable with regard to any particular country by a court of competent jurisdiction, then, to the extent possible, such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the Parties. The provisions held to be void or unenforceable shall remain, however, in full force and effect with regard to all other countries. All other provisions of this Agreement shall remain in full force and effect.

8.4 Notices

(a) Any legal notice or other communication to be given under this Agreement, unless otherwise specified, shall be in writing and shall be deemed to have been provided when delivered to the addressee at the address listed below (i) on the date of delivery if delivered in person or (ii) one day after receipt if sent by a reputable international courier service:

In the case of Merck:

Merck & Co., Inc.
2000 Galloping Hill Road
Mailstop K1-3005
Kenilworth, NJ 07033 USA
Attention: GHH International Legal
Fax: +1 908 740 0979

In the case of MPP:

Medicines Patent Pool
Chemin Louis-Dunant 17
Geneva 1202
Switzerland

Attention: General Counsel
Email: office@medicinespatentpool.org

(b) Either party may change its address for communications by a notice in writing to the other party in accordance with this Section.

8.5 Language; Governing Law. This Agreement is entered into and will be governed and construed in accordance with the English language. This Agreement is made in accordance with and shall be governed and construed under the laws of England and Wales, without regard to its choice of law principles.

8.6

(a) Dispute resolution. The parties agree that in the event of a dispute they shall first attempt in good faith to resolve such dispute. In the even that such dispute is not resolved on an informal basis, either Party may refer the dispute to the Executive Director of the MPP, and to the Executive Vice President, Strategic Communications, Global Public Policy and Population Health of Merck (together, the Designated Officers). If such dispute is not resolved by the Designated Officers within 30 days, the Parties shall submit such dispute to mediation in accordance with the WIPO Mediation Rules. In the event that the dispute remains outstanding after 60 days from the date when it was first discussed (in any manner) between the parties, either party may commence court proceedings. The foregoing however shall not prevent any person from seeking and obtaining injunctive relief at any time.

(b) Subject to paragraph (a) of this Section, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and the parties submit to the exclusive jurisdiction of the English courts.

(c) Without prejudice to the foregoing, nothing in this Agreement shall prevent or restrict Merck or its Affiliates from electing to bring proceedings in relation to patent infringement or from applying for injunctive relief in any country outside England, to which election MPP hereby agrees.

8.7 Assignment. Merck is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement to an affiliate in the context of a sale of substantially all related business, with prior notice to MPP. MPP is not entitled to transfer

or assign this Agreement or the rights and obligations under this Agreement without prior witten consent of Merck.

8.8 Amendment. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Licence Agreement as of the Effective Date.

MERCK:

Merck Sharp & Dohme Corp.

By _____
Name: ~~Julie Gerberding~~ Katie Fecho
Title: ~~Executive Vice President~~ Assistant Secretary

MSD Italia s.r.l.

By _____
Name:
Title:

MPP:

Medicines Patent Pool Foundation

By _____
Name:
Title: Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this Licence Agreement as of the Effective Date.

MERCK:

Merck Sharp & Dohme Corp.

By _____
Name: Julie Gerberding
Title: Executive Vice President

MSD Italia s.r.l.

By _____
Name: Pierluigi Antonelli
Title: Senior Vice President
and Managing Director Italy

MPP:

Medicines Patent Pool Foundation

By _____
Name:
Title: Executive Director

Exhibit A
Countries in the Territory

1. Afghanistan
2. Angola
3. Armenia
4. Bangladesh
5. Benin
6. Bhutan
7. Bolivia
8. Botswana
9. Burkina Faso
10. Burundi
11. Cambodia
12. Cameroon
13. Cape Verde
14. Central African Republic
15. Chad
16. Comoros
17. Congo Dem Rep
18. Congo Rep
19. Côte d'Ivoire
20. Djibouti
21. Timor Leste
22. Egypt
23. El Salvador
24. Equatorial Guinea
25. Eritrea
26. Ethiopia
27. Gabon
28. Gambia
29. Georgia
30. Ghana
31. Guatemala
32. Guinea
33. Guinea Bissau
34. Guyana
35. Haiti
36. Honduras
37. India
38. Indonesia
39. Kenya
40. Kiribati
41. Lao, PDR
42. Lesotho
43. Liberia
44. Madagascar
45. Malawi
46. Maldives
47. Mali
48. Mauritania
49. Mauritius
50. Micronesia
51. Moldova
52. Mongolia
53. Morocco
54. Mozambique
55. Myanmar
56. Namibia
57. Nepal
58. Nicaragua
59. Niger
60. Nigeria
61. Pakistan
62. Papua New Guinea
63. Paraguay
64. Philippines
65. Rep Kyrgyz
66. DPR of Korea
67. Rwanda
68. Samoa
69. São Tomé and Principe
70. Senegal
71. Seychelles
72. Sierra Leone
73. Solomon Islands
74. Somalia
75. South Africa
76. South Sudan
77. Sri Lanka
78. Swaziland
79. Syrian Arab Rep
80. Tajikistan
81. Tanzania
82. Togo
83. Tuvalu
84. Uganda
85. Ukraine
86. Uzbekistan
87. Vanuatu
88. Vietnam
89. West Bank and Gaza
90. Yemen
91. Zambia
92. Zimbabwe

Exhibit B

Territory Patents

Applications corresponding to PCT/GB02/04753 which published as WO2003/035077

COUNTRY	APPLICATION NO.	APPLICATION DATE	PATENT NUMBER	GRANT DATE
Gambia	1441735	07/04/2006	3/2006	07/04/2006
Georgia	AP2002005592	10/21/2002	P3848	06/12/2006
India	868/CHENP/2004	10/21/2002	212400	12/03/2007
Indonesia	W-00200401042	10/21/2002		
Kiribati	144735	10/21/2002	4/2006	11/09/2006
Philippines	1-2004-500540	10/21/2002	1-2004-500540	10/03/2008
Seychelles Island	1441735	06/29/2006	1441735	06/29/2006
*Sierra Leone			021606	
Solomon Islands	J37/213	06/30/2006	J37/213	07/17/2006
South Africa	2004/2796	10/21/2002	2004/2796	03/30/2005
Tuvalu	TVP1441735	07/05/2006	TVP1441735	07/05/2006
Ukraine	20040503960	10/21/2002	77454	12/15/2006
Uzbekistan	IAP20040189	10/21/2002	IAP03323	03/12/2007
Vanuatu	22043	06/16/2006	22043	06/16/2006
Vietnam	1-2004-00347	10/21/2002	5949	10/24/2006

**Applied for registration of UK Patent*

Applications corresponding to PCT/US05/043728 which published as WO2006/060712

COUNTRY	APPLICATION NO.	APPLICATION DATE	PATENT NUMBER	GRANT DATE
Egypt	534/2007	12/02/2005		
Georgia	AP2005010157	12/02/2005	P5086	10/11/2010
Indonesia	W-00200701697	12/02/2005	IDP0031730	09/14/2012
Mongolia	3980	12/02/2005	2999	05/31/2007
Morocco	PV30041	12/02/2005	29120	12/03/2007
Nicaragua	2007-000138	12/02/2005	1959RPI	01/07/2010
Pakistan	1139/2005	12/01/2005	140098	06/09/2009
Philippines	1-2007-501118	12/02/2005	1-2007-501118	10/15/2012
South Africa	2007/04130	12/02/2005	2007/04130	08/27/2008
Ukraine	200707372	12/02/2005	87884	08/25/2009
Vietnam	1-2007-01323	12/02/2005	10582	08/22/2012

Applications Corresponding to PCT/US05/043781, Published as WO2006/060730

COUNTRY	APPLICATION NO.	APPLICATION DATE	PATENT NUMBER	GRANT DATE
India	4187/DELNP/2007	12/02/2005		

Applications corresponding PCT/US2005/043727 which published as WO2006/060711

COUNTRY	APPLICATION NO.	APPLICATION DATE	PATENT NUMBER	GRANT DATE
India	4028/DELNP/2007	12/02/2005		
South Africa	2007/03866	12/02/2005	2007/03866	03/26/2008

Applications based on PCT/US2010/053507 which published as WO2011/053504

COUNTRY	APPLICATION NO.	APPLICATION DATE	PATENT NUMBER	GRANT DATE
India	3377/DELNP/2012	10/21/2010		
South Africa	2012/03012	10/21/2010	2012/03012	12/27/2012

Exhibit C

Form of Sublicence Agreement