Dear Company Representative:

On behalf of the AgResults Foot and Mouth Disease (FMD) Vaccine Challenge Project, the Project Manager (PM) GALVmed invites your organization to participate in a prize competition through which the Project aims to test a Pay-for-Results mechanism to increase the adoption of FMD vaccines tailored to the needs of Eastern Africa, specifically Burundi, Ethiopia, Kenya, Rwanda, Tanzania and Uganda.

GALVmed is interested in discussing the project with established animal health companies with experience and expertise in FMD vaccines.

The Expression of Interest (EoI) documentation attached outlines the competition background, objectives, rules, and process for noting an expression of interest.

Please note that the details of the full application process for participation in the competition will be published on 1 July 2020 with submission of applications open from 7 February 2021.

We encourage you to note your expression of interest by signing up to the competition mailing list which will enable you to keep up-to-date with progress of this exciting project and hope you will join us for a chance to contribute to the control of FMD in Eastern Africa. Should you have any questions or comments please direct them to the AgResults FMD Vaccine Challenge team at: FMDchallenge@galvmed.org. We look forward to cooperating with you on this important project.

Sincerely,

Nina Henning
Project Manager Team Lead
AgResults FMD Vaccine Challenge Project
Expression of Interest

Foot and Mouth Disease Vaccine Challenge Project

Point of Contact:

Nina Henning, Project Manager Team Lead
FMDchallenge@galvmed.org
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ANNEX 1: COMPETITION RULES & TARGET PRODUCT PROFILE 16
This document provides additional information for organizations who may wish to note an expression of interest as a competitor in the AgResults Foot and Mouth Disease Vaccine Challenge Project. This is an eight-year, US $15.8 million prize competition that supports the development and uptake of high-quality FMD vaccines tailored to meet the needs of Eastern Africa, targeting in particular: Burundi, Ethiopia, Kenya, Rwanda, Tanzania and Uganda.

1. AgResults Background

The AgResults Initiative (“AgResults”) is a US $145 million multilateral initiative financed jointly by the governments of Australia, Canada, the United Kingdom, the United States, and the Bill & Melinda Gates Foundation (each, a “Contributor”) that uses Pay-for-Results prize competitions to incentivize, or “pull”, the private sector to overcome agricultural market barriers by investing in innovative research and delivery solutions that improve the lives of smallholder farmers. In doing so, AgResults goes beyond traditional “push”, or upfront grant funding by harnessing private sector competition and innovation in spurring sustained market improvement. AgResults has now launched their first livestock vaccine project for Eastern Africa, the “AgResults FMD Vaccine Challenge Project”.

The objectives of AgResults are to:

1. **Overcome market failures impeding agricultural innovations** by offering results-based economic incentives (known as Pay-for-Results mechanisms) to competing private actors for the adoption of new agricultural technologies; and to

2. **Test the effectiveness and efficiency of Pay-for-Results financing** in comparison with traditional approaches to the promotion and adoption of innovative agricultural technologies.

Several different bodies are involved in implementing AgResults:

- **AgResults Steering Committee**, comprising donor organization representatives and the Trustee, makes strategic decisions.
- The International Bank for Reconstruction and Development (IBRD, “The World Bank”) serves as the Financial Trustee of the AgResults initiative, manages Donor contributions in a trust fund, and manages disbursement of the prizes to the Competitors in accordance with the respective project terms, and contracts with the AgResults Secretariat and an Independent Evaluator.
- Deloitte Consulting is the current AgResults Secretariat and during its appointment is responsible for designing new projects as well as oversight, monitoring, and coordination of implementation of the approved AgResults projects.
- The Global Alliance for Livestock Veterinary Medicines (GALVmed), manages the implementation of the Project (referred to as the “Project Manager”).
- **Competitors or Implementing Organizations** are organizations/companies that participate in the sales of input bundles and receive performance-based prizes if the results are achieved and verified.
2. **AgResults FMD Vaccine Challenge Project Objectives**

Through a pay-for-results mechanism, the FMD Vaccine Challenge Project, aims to achieve 3 objectives:

- **(i)** Develop **high-quality FMD vaccines**, tailored for the **needs of Eastern Africa**

- **(ii)** Increase **vaccine production and regional purchases** to create greater market stability and affordability

- **(iii)** Encourage the development of a **private sector model** for buying and distributing FMD vaccines, to complement public sector efforts

To achieve this the project will utilize a cost-share mechanism that reduces the cost-per-dose for FMD vaccine buyers, enabling public and private sector actors to better combat FMD through more consistent purchases of the new vaccines. This will also increase the market potential for vaccines in the region.
3. AgResults FMD Vaccine Challenge Project Overview

There are two Project phases: (a) development and (b) cost-share, as shown in this Project Timeline:

![Project Timeline Diagram]

3.1 Development Phase

This phase begins on 7 February 2020 and is expected to last 2–4 years. During this phase, animal health companies (Competitors) will work on the development of FMD vaccines tailored to the needs of Eastern Africa. The Target Product Profile (TPP), set out in the Competition Rules, defines the characteristics which a vaccine must meet including standards related to safety, efficacy and utility in the smallholder farmer setting.

The Competitor will then need to register their vaccine in at least 2 of the target project countries; either through the East African Mutual Recognition Procedure (MRP) or individual country registration procedures. A vaccine which is granted full product registration and demonstrates compliance with all the requirements of the TPP, as assessed by the Project’s Judging Panel, will then be approved as eligible for the Cost-Share Phase of the Competition. All Competitors and their vaccines are required to adhere to the eligibility requirements throughout the life of the project.

Summary of Vaccine Eligibility

<table>
<thead>
<tr>
<th>Vaccine Development to Target Product Profile (TPP) Standards:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• TPP details the specific elements for a high-quality FMD vaccine for Eastern Africa, including valency and efficacy testing requirements.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vaccine Registration: must achieve full registration in at least 2 target countries</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Target countries: Burundi, Ethiopia, Kenya, Rwanda, Tanzania, and Uganda</td>
</tr>
<tr>
<td>• Registration can be achieved either through the Mutual Recognition Procedure (MRP) or through individual country registrations (Ethiopia must be done individually).</td>
</tr>
<tr>
<td>• Manufacturers must notify the Project Manager (GALVmed) when they are submitting an FMD vaccine dossier for Marketing Authorization in at least two target countries to prevent the termination of the competition.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vaccine Approval: must achieve approval by AgResults Judging Panel</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Judging Panel will be composed of FMD, industry, regulatory, and regional experts.</td>
</tr>
<tr>
<td>• Judging Panel will review applications for FMD vaccines to participate in the Competition and grant approvals to those that meet the eligibility criteria above.</td>
</tr>
</tbody>
</table>
Once the first vaccine has been approved as eligible for the Cost-Share Phase and the Competitor has received order(s) of at least 150,000 doses for such vaccine, the Cost-Share Phase of the Competition will commence. Other Competitors can submit applications for consideration by the Project’s Judging Panel, up to 3 years after the Cost-Share Phase start date.

### 3.2 Cost-Share Phase

The Cost-Share Phase will begin 2-4 years after the start date of the Development Phase (7 February 2020) and is expected to last 4.5 years. The commencement of this phase will be announced via the Project’s website (https://www.galvmed.org/foot-and-mouth-project), press releases and directly to those organizations that have signed up to the Project’s mailing list.

To support the adoption of new high-quality vaccines in the region, AgResults has established a cost-share mechanism which will reduce the cost-per-dose for both public and private sector buyers. Each year, AgResults commits to funding a portion of the purchase price of the vaccine for a specified volume of vaccine doses and will provide funding directly to vaccine manufacturers. The cost-share will be available for 4.5 years after the first eligible vaccine is approved.

**Regional Purchase Volume Targets**

The Regional Target Volume for each year of project implementation are detailed to the right. The region refers to six countries in Eastern Africa: Burundi, Ethiopia, Kenya, Rwanda, Tanzania, and Uganda. The number of countries may decrease if Competitors don’t register their vaccine in all six countries, or countries decide not to participate. The volume of doses eligible for the cost-share benefit will gradually increase over the four-year period, from two million doses in Year 1 to five million in Year 4.

**Volume of doses eligible for cost-share**

During the same period the level of cost-share support will gradually decrease, to help buyers prepare for price adjustments that will occur after the project has closed. The Project will fund a portion of the sale cost of the vaccine up to a selling price of USD$2.00 per dose. If the vaccine has a selling price above USD$2.00, the buyer will pay the difference.
Dose Allocations

Each year, AgResults will allocate a portion of the total available vaccine doses for individual target countries to use (Country Reserves) based on:

a) countries which have or will have achieved product registration for the new vaccine(s),

b) the individual country’s share of the Region’s cattle population, and

c) discussions with each country’s government.

There will also be a Regional Pool, available to buyers from countries with the registered vaccine(s), that provides access to additional cost-share doses beyond the Country Reserves.

The chart to the right illustrates the annual split between the Country Reserves and Regional Pool allocations (i.e. Year One: 1.3M cost-share doses in Country Reserves and 0.7M cost-share doses in Regional Pool).

The Regional Pool will be available to public and private sector buyers and has two main components:

a) Sector Agnostic Component:
   A portion of the pool available to any buyer (65%)

b) Private Sector Component:
   A portion of the pool available only to private sector buyers (35%)

The majority of the Regional Pool is available for use by any buyer; however, to encourage governments to create a regulatory environment that supports private sector involvement in vaccine distribution, 35% of the Regional Pool will be set aside for private sector purchase only, as depicted in the chart above.
Illustrative Regional Pool

If a country in the region wants to purchase more than the amount allocated in its Country Reserve, it may request additional vaccines from the Regional Pool, as detailed below.

During the Cost-Share Phase, the Project Manager will keep Competitors updated on the total number of doses available within the cost-share mechanism, together with the status of the Country Reserve and Regional Pool dose allocations.

4. How to Engage with the Project

4.1 Notifications
All interested companies should notify the Project Manager.

Informal notification of a company’s intention to participate in the Competition (“Expression of Interest”) is encouraged at any time and should be indicated by signing up to the Project’s mailing list on the website https://www.galvmed.org/foot-and-mouth-project/how-to-engage/ which will allow interested companies to be kept informed about important Project developments and milestones.

The first formal notification required for participation in the Competition is to advise the Project Manager of the submission of an FMD vaccine dossier for Registration in at least two of the target countries.

A formal application must be submitted to the Project Manager once a vaccine meets all of the eligibility criteria set out in the Competition Rules (see Annex 1).

The formal application will be available on the Project website on July 1, 2020 and applications may be submitted from February 7, 2021 for consideration by the Project’s Judging Panel. However, the Cost-Share Phase of the Project will not start until February 7, 2022, at the earliest. Additional companies may apply to join the Project at any time, up to three years after the Cost-Share Phase start date.

4.2 Cost of Participation
Applying organizations will bear all their costs associated with applying for and participating in the Project.
4.3 Confidentiality
Non-public information in the applications submitted by the interested organizations shall be marked as proprietary or confidential. Such information will be treated as confidential and may be only shared with the AgResults Secretariat, Project Manager, the Technical Committee, the Judging Panel and the AgResults Steering Committee.

4.4 Selection and Participation in the Project
Selected Competitors will be expected to sign a contractual agreement (Competitor Agreement) to confirm their participation in the Project and agreement with the Competition Rules.

The Project Manager reserves the right to terminate participation of any selected Competitor if the Project Manager, in its sole discretion, determines that the Competitor;

(i) Does not meet the Project eligibility criteria;
(ii) Has been involved in any activity that, in the Project Manager’s discretion, could affect the integrity of the Project; or
(iii) Has been non-compliant with the Competitor Agreement terms and failed to remedy its non-compliance when requested by the Project Manager or the Secretariat.

4.5 Associations, Joint Ventures or Consortiums for Project Purposes
Organizations may formally associate or form consortia or joint ventures for the purpose of participating in the Project as a Competitor. Competitors may only participate in the Project independently or in one association, joint venture or consortium for the purposes of the Project and cannot concurrently apply as a member of other participating groups. The association, joint venture or consortium members shall designate a lead member who will be authorized to bind the association, joint venture or consortium and who shall submit the Competitor application on their behalf and together with duly signed and notarized authorization (submitted in hard copy) granted by all other members authorizing the lead organization to represent them in all matters related to the Project, including signature of the Competitor Agreement and receipt of any prize. The named lead member will be the sole point of contact with respect to any communications or actions by or concerning AgResults entities, including the Project Manager, Secretariat, Steering Committee, Trustee and Verifier organization(s). The composition or the constitution of the association, joint venture, or consortium shall not be altered without the prior consent of the AgResults Secretariat. Any legal services or fees involved in partnerships or litigation will be solely the responsibility of the Competition Partners involved.

5. Competitor Agreement Terms and Conditions

Once selected to participate in the Project and upon signing the Project Competitor Agreement, the Competitor will be obligated to abide by, among other terms, the following Terms and Conditions, which will be reflected in the Project Competitor Agreement (“Agreement”, as referenced below):

5.1 Conflict of Interest
AgResults Secretariat, Project Manager, Sales Verifier, members of the Technical Committee, Judging
Panel or Independent Evaluator, and their respective personnel, affiliates and immediate family members (collectively, the “AgResults Entities”), are not eligible to participate in the Competition without prior written approval of the AgResults Steering Committee. None of the above-mentioned entities/personnel are eligible to provide Competition-related technical support or consultancy to Competitors applicants and selected Competitors. The Competitors shall immediately disclose to the Project Manager in writing any potential conflict of interests in connection with their participation in the Project.

All current or potential conflict of interests will be evaluated by the Project Manager and the Secretariat to determine applicant eligibility. Applicants shall immediately disclose to the Project Manager in writing any current or potential conflict of interest with respect to their participation in the Project. Failure to do so could result in rejection of applications or early termination of contracts.

5.2 Fraud Management
The Competitor acknowledges that AgResults reserves the right to deny or remove any Competitor from the Competition with reasonable evidence of non-adherence to Competition Rules, substantiated complaints related to the Competition including unallowable, counterfeit or otherwise low quality and/or expired inputs or invalidated business registration or other concerns raised by the Judging Panel.

Situations which may warrant a case for fraud will include (but are not limited to) the following:

- Forgery of any documents required for eligibility and participation in the Competition;
- Lack of Authority and Consent from applicable persons required for execution of any documents required for entry into and participation in the Competition;
- Bribery or coercion including any promises of future gifts, jobs, advantage or recommendations of any kind;
- Irregularities in sales;
- Judging Panel concerns upon review;
- Allegations of tampering with the digital sales tracking systems;
- Unfair reporting and defamation of fellow Competitors.

Allegations of fraud may warrant a disciplinary hearing, which will result in either:

1) A warning or;
2) Suspension from the Competition for one (1) year or;
3) Exclusion from any subsequent Competitions.

5.3 Dispute Resolutions Mechanism
An informal Project dispute mechanism, as specified below, will be put in place and is intended to give Competitors a process in which to report and resolve possible adverse or unfair practices or to dispute findings. The Project Manager is responsible for facilitating the dispute mechanism process, with oversight from the AgResults Secretariat, except in the case when the Project Manager is a part of the dispute, which in such case the AgResults Secretariat will be responsible for facilitating the dispute mechanism process.
1) If a Competitor has evidence or believes that another Competitor is behaving in a way that contradicts the rules of the Project, or otherwise has a concern or dispute related to the Competition, the Competitor should:
   • Submit an email to the Project Manager at: FMDchallenge@galvmed.org
   • Detail in writing what is being challenged and submit documentary evidence, if any, to support their claim.

2) If the Competitor has evidence or believes that the Project Manager is behaving in a way that contradicts the rules of the Project; the Competitor can:
   • Submit an email to the AgResults Secretariat info@agresults.org;
   • Detail in writing the possible issue. The email should list the practices they believe are contradicting the rules, along with dates and any documentary evidence, if any, to support its claim.

Upon receipt of the information from the Competitor, the receiving party will acknowledge receipt and respond to the Competitor as soon as practical, about next steps. Any unresolved issues may be escalated for the decision to the Secretariat. The AgResults Secretariat's decision will be final and binding.

5.4 Dispute Resolution and Waiver of Jury Trial
Any dispute between the Competitor and the Project Manager relating to the interpretation or application of the Agreement, the competition terms, or otherwise in connection with the Project, unless amicably settled through the informal dispute mechanism, shall be finally settled by a binding arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties to the dispute, or in the absence of such agreement, in accordance with the the Rules of Arbitration of the International Chamber of Commerce (ICC Emergency Arbitrator Provisions shall not apply). The arbitration shall take place in location(s) agreed-upon by the parties, or in the absence of such agreement, in London, UK. The arbitrator(s) shall have no power to award damages inconsistent with these Rules, including the limitation on liability provisions contained herein. All aspects of the arbitration shall be treated as confidential. Each party shall bear its own costs of the arbitration; however, the parties shall share the fees and expenses of the arbitrators equally. The parties shall accept the arbitral award as final and binding. The Competitor and Project Manager hereby irrevocably waive, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether in contract, statute, tort (including, without limitation, negligence, or otherwise) relating to the Agreement.

5.5 Ownership Change
The Competitor agrees to notify the Project Manager of any change in control of the Competitor within ten (10) days of such change. For the purpose of this provision, "control" means (a) the legal or beneficial ownership of the Competitor, including without limitation, as a result of acquisition, merger or sale; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

5.6 Audit Rights
Competitors shall maintain, during the term of the Competition and for three (3) years after its termination or expiration, complete records of all materials related to its participation in the Competition (both with respect to ongoing eligibility and sales) and shall make such records available to AgResults, GALVmed, or any of their representatives or agents for review and audit upon request.
5.7 **Compliance with Applicable Laws**
Competitors shall comply with any and all applicable laws and regulations in connection with their Competition activities, including, without limitation, any laws and regulations related to medical or pharmaceutical research and testing, animal testing, and safety and security of its personnel.

5.8 **Taxes**
The Competitor will be solely responsible for paying any taxes or fees in accordance with the applicable laws due in connection with Competitors’ activities in connection with the Project and the receipt of any prizes.

5.9 **Integrity and Prohibition of Terrorism Funding**
Without limiting the foregoing, in connection with the Competition and the Awards, the Competitors will not offer to make, promise, authorize, or accept any payment or anything of value, including bribes, either directly or indirectly, to or from any public official, governmental authority, regulatory authority, or any other person for the purpose of influencing, inducing, or rewarding any act, omission, or decision in order to secure an improper advantage, or obtain or retain business. The Competitors will comply with all anti-corruption laws in connection with the Competition and the Awards, including the U.S. Foreign Corrupt Practices Act, as amended, the UK Bribery Act 2010, as amended, and any other applicable anti-corruption laws and laws for the prevention of fraud, racketeering, money laundering or terrorism.

5.10 **General Release**
In consideration for making the Awards available and as a condition to participate in the Competition, each Competitor, on behalf of itself, its affiliates, and its and their predecessors, successors and assigns, knowingly and voluntarily fully and forever releases and discharges GALVmed and each of the AgResults Entities (and their affiliates and their respective predecessors, successors and assigns), as well as the members of the Technical Committee and Judging Panel, from any and all past, present and future claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys’ fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, that are based in whole or in part upon, arise out of, or relate to, conduct (or omissions) under or in connection with such Competitor’s participation in the Competition, including in connection with a termination of the Competition by AgResults.

GALVmed and AgResults are not responsible for typographical, printing or other inadvertent errors in these Rules or in any materials relating to the Competition.

In consideration for making the Awards available and as a condition to participate in the Competition, each Competitor will indemnify, defend and hold harmless GALVmed and each of the AgResults Entities (and their respective directors, officers, representatives, employees and agents) and the members of the Technical Committee and Judging Panel from and against any and all losses, damages, costs, expenses, rights, claims, demands and actions (including attorneys’ fees and expenses for litigation and settlement) that may be brought against any one or more of them relating to or arising out of the Competitor’s participation in the Competition. The provisions of this Paragraph shall survive the expiration or termination of the Competition.
5.11 Limitation of Liability
The Competitor agrees that: (a) Any and all disputes, claims, and causes of action arising out of or in connection with the Competition, including, without limitation, those concerning any payments of Awards pursuant to these Rules, shall be resolved individually without resort to any form of class action; (b) liability of the Project Manager and any of the AgResults Entities (and their respective directors, officers, representatives, employees and agents) and the members of the Technical Committee and Judging Panel, individually or collectively, for any claims, actions, damages, liabilities, costs, expenses or losses in any way arising out of or in relation to the Competition shall in no event exceed in the aggregate ten thousand U.S. dollars ($10,000); and (c) in no event shall GALVmed or any of the AgResults Entities (or their respective directors, officers, representatives, employees and agents) or the members of the Technical Committee and Judging Panel, be liable for indirect, punitive, incidental, special, exemplary or consequential damages (including, without limitation, lost profits and opportunity costs). These provisions shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including without limitation, negligence). The provisions of this Paragraph shall survive the expiration or termination of the Competition.

5.12 Construction and Governing Law
All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules shall be governed by and construed in accordance with English law.

5.13 Termination
AgResults reserves the right to terminate the Competition (a) at any time after the third (3rd) anniversary of the Launch if at that time no Qualified FMD Vaccine has been approved by the Judging Panel and GALVmed has not received written notice from a Competitor that such Competitor has submitted an application for Product Registration with the applicable regulatory authorities in two (2) or more countries in the Region for an FMD vaccine that, if approved, would satisfy the Target Product Profile, (b) at any time after the fourth (4th) anniversary of Launch, if at that time no Qualified FMD Vaccine has been (or continues to be) approved by the Judging Panel or (c) if at any time during the Cost-Share Phase, fewer than one hundred fifty thousand (150,000) doses have been the subject of Awards during the prior twelve (12) months. Without limiting the foregoing, AgResults reserves the right to terminate any Competitor from the Competition immediately if it or GALVmed determines that the Competitor has engaged in corrupt, fraudulent, collusive or coercive practices in the performance of the Competition, if the performance of the Competition by such Competitor would be in conflict with law or if the Competitor’s activity or conduct in relation to the Competition may adversely affect the integrity of the Competition or the name or reputation of the other Competitors, GALVmed and/or other AgResults Entities.

6. Noting an Expression of Interest
As outlined in Section 4 informal notification of a company’s intention to participate in the Competition (“Expression of Interest”) is encouraged at any time and should be indicated by signing up to the Project’s mailing list at the bottom of this webpage: https://www.galvmed.org/foot-and-mouth-project/how-to-engage/, which will allow interested companies to be kept informed about important Project developments and milestones.
Annex 1: AgResults FMD Vaccine Challenge Project
Competition Rules
AgResults Foot and Mouth Disease (FMD) Vaccine Challenge Project

Competition Rules

1. Introduction and Background

1.1. These terms and conditions (the “Rules”) govern eligibility for and the rules of the AgResults Foot and Mouth Disease (“FMD”) Vaccine Challenge Project (the “Competition”) pursuant to which AgResults (a collaborative multi-donor initiative between the Australian, Canadian, UK and USA governments and the Bill & Melinda Gates Foundation) (“AgResults”) has made available fifteen million eight hundred thousand dollars ($15,800,000) (to be administered as Awards (as defined in Section 6.1.1)) to share the cost of certain sales of FMD vaccines that meet all of the requirements set forth in Section 3.1 (such requirements, the “Eligibility Criteria,” and such vaccines that meet such Eligibility Criteria, “Qualified FMD Vaccines”) in Burundi, Ethiopia, Kenya, Rwanda, Tanzania, and Uganda (collectively, the “Region”) all as more fully described in these Rules.

1.2. The Competition is managed by the Global Alliance for Livestock Veterinary Medicines (a charity registered in Scotland under number SC039197) with offices at Doherty Building, Pentlands Science Park, Bush Loan, Edinburgh, EH26 0PZ, UK (“GALVmed”).

1.3. The Competition will launch on February 7, 2020 (“Launch”).

1.4. Organizations wishing to be eligible to receive the Awards (“Competitors”) must comply with these Rules.

1.5. For the purposes of the Rules, the “AgResults Entities” means GALVmed’s partner organizations and governmental bodies working with and/or providing funding for GALVmed or Competitors in relation to the Competition during the period of the Competition (including without limitation AgResults, the Bill & Melinda Gates Foundation, the governments of Australia, Canada, the UK, the USA, and the organization acting as the Secretariat for AgResults from time to time).

1.6. All individuals working directly for GALVmed and/or any of the AgResults Entities as well as their family members, are excluded from participating in the Competition.

2. Phases of the Competition; Technical Committee; Termination

2.1. Phases. The Competition will be conducted in two phases: the Development Phase and the Cost-Share Phase.

2.2. Development Phase.

2.2.1. The Development Phase will commence immediately upon Launch of the Competition and, unless the Competition is earlier terminated pursuant to Section
2.5, will end on the third (3rd) anniversary of the commencement of the Cost-Share Phase.

2.2.2. During the Development Phase, each Competitor will develop and seek Product Registration of a Qualified FMD Vaccine in the Region. For purposes of these Rules, “Product Registration” means, for each country in the Region, receipt of approval (e.g., marketing authorisation or product license) from the competent regulatory authority(ies) in such country to market, sell and distribute an FMD vaccine in such country.

2.2.3. The Competitors are encouraged, but not required, to notify GALVmed in writing that they wish to participate in the Competition and to provide periodic updates to GALVmed regarding the status of development of their FMD vaccines. Without limiting the foregoing, within four (4) weeks of submission of an application for Product Registration for an FMD vaccine in a country in the Region, a Competitor is required to notify GALVmed in writing thereof. If a Competitor fails to notify GALVmed of such a submission, GALVmed and AgResults reserve the right to prohibit such Competitor from accessing the Awards for the applicable FMD vaccine in the applicable country for up to twelve (12) months after the later of the date of such notice and the date such FMD vaccine receives Product Registration in such country, which determination will be made at GALVmed’s and AgResults’ sole discretion, taking into account the impact of such Competitor’s failure to notify GALVmed on the Competition and other Competitors. All such updates and notifications will remain confidential and will not be disseminated outside of the AgResults Entities and the Technical Committee.

2.3. Cost-Share Phase.

2.3.1. The Cost-Share Phase will commence on the earlier of:

(a) the first (1st) day of the first (1st) full month after the later of (i) the first receipt by AgResults of a bona fide request for an Award for at least one hundred fifty thousand (150,000) doses in the Region from a Competitor that has signed a Competitor Agreement (as defined in Section 5.1) and (ii) the second (2nd) anniversary of the Launch, and

(b) March 1, 2024.

For clarity, the Development Phase may continue after the commencement of the Cost-Share Phase.

2.3.2. The Cost-Share Phase will continue for four and one-half (4.5) years. For purposes of the Awards and Country Reserves/Regional Pool (as outlined below), the first eighteen (18) months of the Cost-Share Phase will be deemed the first “year” of the Cost-Share Phase to allow for delays in initial buyer uptake.
2.3.3. GALVmed will publish the Cost-Share Phase commencement date on its website located at https://www.galvmed.org/foot-and-mouth-project (or such other website as may be published by GALVmed) (the “Website”) and will notify all Competitors that signed up on the Website to the Competition’s mailing list of such date.

2.3.4. Once the Cost-Share Phase commences, Competitors may continue to submit applications to the Competition for Qualified FMD Vaccines until the third (3rd) anniversary of the start of the Cost-Share Phase and, upon final approval by the Judging Panel and execution of a Competitor Agreement, the Qualified FMD Vaccines sold in accordance with these Rules will be eligible for the Awards. No application submitted after the third (3rd) anniversary of the commencement of the Cost-Share Phase will be eligible to enter into the Competition.

2.4. Technical Committee.

2.4.1. GALVmed has convened a Technical Committee to assist with the design and implementation of the Competition. The Technical Committee assisted with developing these Rules and the Target Product Profile (TPP) and will continue to advise GALVmed and AgResults in connection with the implementation of the Competition.

2.4.2. The Technical Committee is composed of industry, regional, and academic experts. GALVmed reserves the right to remove or replace any member of the Technical Committee at any time.

2.5. Termination. AgResults reserves the right to terminate the Competition (a) at any time after the third (3rd) anniversary of the Launch if at that time no Qualified FMD Vaccine has been approved by the Judging Panel and GALVmed has not received written notice from a Competitor that such Competitor has submitted an application for Product Registration with the applicable regulatory authorities in two (2) or more countries in the Region for an FMD vaccine that, if approved, would satisfy the Target Product Profile, (b) at any time after the fourth (4th) anniversary of Launch, if at that time no Qualified FMD Vaccine has been (or continues to be) approved by the Judging Panel or (c) if at any time during the Cost-Share Phase, fewer than one hundred fifty thousand (150,000) doses have been the subject of Awards during the prior twelve (12) months. Without limiting the foregoing, AgResults reserves the right to terminate any Competitor from the Competition immediately if it or GALVmed determines that the Competitor has engaged in corrupt, fraudulent, collusive or coercive practices in the performance of the Competition, if the performance of the Competition by such Competitor would be in conflict with law or if the Competitor’s activity or conduct in relation to the Competition may adversely affect the integrity of the Competition or the name or reputation of the other Competitors, GALVmed and/or other AgResults Entities. If AgResults terminates a Competitor in accordance with the foregoing, for purposes of the first sentence of this Section 2.5, such Competitor’s FMD
vaccine will not be considered a Judging Panel-approved Qualified FMD Vaccine and any notification from such Competitor regarding submission of a Product Registration shall not be considered.

3. Application and Eligibility

3.1. Eligibility. Application to the Competition is open to organizations that are able to manufacture and supply a Qualified FMD Vaccine to two (2) or more countries in the Region in sufficient quantities to meet market demand in such countries. To be eligible for the Awards, a Competitor must comply with these Rules and must submit to GALVmed for review by the Judging Panel an application demonstrating that its FMD vaccine meets all of the following Eligibility Criteria:

3.1.1. All research and development for the FMD vaccine has been conducted rigorously and safely in compliance with the World Organization of Animal Health (OIE) or other applicable Biosafety Protocols and all applicable law.

3.1.2. The FMD vaccine has received Product Registration in at least two (2) countries in the Region. Product Registration may be obtained through (a) the East African Community Mutual Recognition Procedure (MRP)\(^1\) and/or (b) individual country registration(s).

3.1.3. The FMD vaccine satisfies the Target Product Profile set forth on Schedule 1.

3.2. Submissions. Applications should be submitted to GALVmed online via a secure portal accessible on the Website using the pro forma application form, which will be available on the Website as of July 1, 2020. Applications must include the following:

3.2.1. The application form, with the mandatory information filled in either online or submitted in pdf format.

3.2.2. The application must include supporting documentation sufficient to demonstrate satisfaction of the Eligibility Criteria, including a copy of the applicable Product Registration(s), all related documentation received from the applicable regulatory authority (including, but not limited to, the summary of product characteristics) and any other data the Competitor determines is relevant to provide evidence of satisfaction of the Target Product Profile. For clarity, as set forth in the Target Product Profile, with respect to testing for vaccine valency, data demonstrating compliance must be generated by an approved laboratory (which approved laboratories are available on the Website on the “Competitor Resources” page) that (a) has the capabilities to test against the full approved Eastern African FMD panel

\(^1\) If a Competitor would like to access the Awards for vaccine sales in Ethiopia, such Competitor will also be required to seek registration in Ethiopia as it is not currently an MRP country.
set forth in the Target Product Profile and (b) is neutral, independent, impartial and
contlicts-free (including that such laboratory may not have any financial interest in
the applicable Competitor or vaccine and may not hold any intellectual property
with respect to such vaccine) (an “Independent Lab’”). If the data included by a
Competitor in its application for Product Registration in a country to support
vaccine valency was not conducted by an Independent Lab, the Competitor must
submit additional data conducted by an Independent Lab to satisfy the vaccine
valency element of the Eligibility Criteria.

3.2.3. GALVmed may require any applicant to participate in discussions related to
application submission and to submit such technical or other revisions of their
applications that may result from such discussions.

3.2.4. Each Competitor waives any and all rights and remedies under any civil action
arising from or related to the submission of an application.

3.3. Procedures.

3.3.1. The application must be submitted in the English language. The application must be
complete, with all compulsory questions in the application form filled out and all
relevant information included.

3.3.2. Applications may be submitted at any time after the first (1st) anniversary of the
Launch; provided that no application will be finally approved by the Judging Panel
until the second (2nd) anniversary of the Launch. Applications submitted after the
(3rd) anniversary of the commencement of the Cost-Share Phase will not be eligible
to enter the Competition.

4. Judging Panel

4.1. Composition. The Judging Panel will be composed of FMD, industry and regulatory
experts. Members of the Judging Panel will be distinct from members of the Technical
Committee. GALVmed reserves the right to remove or replace any member of the Judging
Panel at any time without notice.

4.2. No Contact with Judging Panel. Without limiting the foregoing, Competitors will not
contact any person that they know to be a member of the Judging Panel directly regarding
the Competition and any/all correspondence and communication regarding the Competition
must be directed to GALVmed. GALVmed reserves the right to disqualify a Competitor
from the Competition in the event the Competitor does not comply with this section.

4.3.1. Each Competitor must submit an application to GALVmed in accordance with Section 3.2.

4.3.2. Upon receipt of an application, GALVmed will review the application to determine if, on its face, it appears to be complete in accordance with Section 3.2 and will endeavor to notify the applicable Competitor of its determination within ten (10) days of submission.

4.3.3. The Judging Panel will review applications quarterly to determine whether the applicable Competitors’ FMD vaccine(s) meet the Eligibility Criteria.

4.3.4. The Judging Panel may request additional information from each Competitor to assist with its evaluation of the Competitor’s application prior to finalizing its review of the application. If any such information is not provided within thirty (30) days of the Judging Panel’s request, GALVmed reserves the right to reject the application.

4.3.5. The Judging Panel will approve any application from a Competitor that has complied with all of these Rules that it determines, at its sole discretion, meets the Eligibility Criteria, and GALVmed will promptly notify each Competitor of the Judging Panel’s decision; provided that, with respect to any application reviewed before the second (2nd) anniversary of the Launch, if the Judging Panel determines that the applicable FMD vaccine meets the Eligibility Criteria, it will issue a conditional approval to the applicable Competitor, which approval will become final upon the second (2nd) anniversary of the Launch. In the event that the Judging Panel determines that a Competitor’s FMD vaccine does not meet the Eligibility Criteria or rejects the application in accordance with Section 4.3.4, such Competitor will have the right to re-submit an application to the Competition.

4.4. **No Limit on Number of Competitors.** There is no maximum number of Competitors that may be approved for the Awards.

5. **Ongoing Competitor Requirements**

5.1. **Ongoing Eligibility.** Once a Competitor’s application has received final approval from the Judging Panel, the Competitor will be required to enter into a written agreement with GALVmed, which agreement will obligate the Competitor to abide by these Rules, as well as other related terms and conditions (the “**Competitor Agreement**”). Upon signing the Competitor Agreement, the Competitor’s Qualified FMD Vaccine sold in accordance with these Rules will be eligible for the Awards set forth in Section 6, provided that, to maintain such eligibility, the Qualified FMD Vaccine must continue to meet the Eligibility Criteria (as demonstrated through the testing set forth in Section 5.3.2), and the Competitor must successfully complete annual quality verifications pursuant to this Section 5. If at any time
the FMD vaccine fails to meet the Eligibility Criteria, the Competitor will be ineligible for further Awards until the Competitor is able to establish to the Judging Panel’s satisfaction that its FMD vaccine meets the Eligibility Criteria.

5.2. **Competitor Notification Requirements.** After a Competitor’s application has received final approval from the Judging Panel, the Competitor will promptly notify GALVmed if at any time (a) the Competitor has any reason to believe that its FMD vaccine no longer satisfies the Eligibility Criteria, (b) the Competitor determines that any event, incident or circumstance has occurred that may result in the need for a recall, corrective action, market suspension or market withdrawal of its Qualified FMD Vaccine in any country in the Region or (c) a regulatory authority in the Region will or has conduct(ed) an inspection or audit of the Competitor or its facilities with regard to its Qualified FMD Vaccine, and, in each case ((a), (b) and (c)), such notice shall include the reasoning behind such belief, determination or inspection and any supporting information (including, with respect to clause (c), the findings from such inspection or audit, once available).

5.3. **Quality Verification.**

5.3.1. For verification purposes, AgResults reserves the right for randomized quality testing to be performed, at AgResults’ cost, on any Competitor’s Qualified FMD Vaccine by appropriately qualified laboratory(ies) appointed by AgResults in consultation with the Technical Committee (such appointed laboratory(ies), the “**Quality Verifier(s)**”). Upon receipt of a written request from GALVmed, a Competitor will submit three (3) batch samples containing sufficient material to fulfill the testing requirements set forth in Section 5.3.2 to the Quality Verifier(s) as instructed by GALVmed (or other organization contracted by AgResults to transport samples to the Quality Verifier(s)) for quality testing to be conducted by the Quality Verifier(s).

5.3.2. The Quality Verifier(s) will conduct the following tests on the batch samples:

(a) Promptly after collection: potency, sterility and innocuity tests will be performed.

(b) On or around six (6) months after production of the samples: potency testing will be performed.

A batch sample will be retained for use in the event that any re-testing is required in accordance with Section 5.3.3. After collection, samples will be stored under controlled conditions according to the approved label for the applicable Qualified FMD Vaccine.

5.3.3. If the results of any of the tests set forth in Section 5.3.2 demonstrate that a vaccine fails to meet the potency, sterility or innocuity standards set forth in the Target
Product Profile, then GALVmed will promptly notify the applicable Competitor thereof, and the Competitor will be ineligible for further Awards until the Competitor provides to the Judging Panel a remedial action plan (if applicable) and is able to establish to the Judging Panel’s satisfaction that batches of its vaccine being sold in the Region meet the standards set forth in the Target Product Profile. If a Competitor disagrees in good faith with the results of such testing, the Competitor may notify the Judging Panel thereof, and the Competitor will have an opportunity to discuss such disagreement with the Quality Verifier(s) to attempt to resolve any technical or other issues. The Quality Verifier(s) and the Competitor will provide the Judging Panel with a summary of such discussions and the outcome(s) thereof, and the Judging Panel will reexamine whether the applicable vaccine fails to meet the potency, sterility or innocuity standards set forth in the Target Product Profile (in accordance with the testing schedule set forth in Section 5.3.2). If the Judging Panel determines that the vaccine still fails to meet the potency, sterility or innocuity standards set forth in the Target Product Profile, the Competitor will have the right, at its own cost, to have the remaining batch sample retested at the Quality Verifier(s) or another Independent Laboratory, as determined by the Judging Panel. The Judging Panel will review the results of any such retesting and reexamine whether the applicable vaccine fails to meet the potency, sterility or innocuity standards set forth in the Target Product Profile (in accordance with the testing schedule set forth in Section 5.3.2), which the Judging Panel will determine at its sole discretion. Notwithstanding the foregoing, any sale that a Competitor notified GALVmed of in accordance with Section 6.5.1 that was subsequently completed by such Competitor prior to the first notification of noncompliance from GALVmed as set forth in the first sentence above will continue to be eligible for the Awards.

6. Awards and Administration

6.1. Overview.

6.1.1. Each year during the Cost-Share Phase, AgResults commits to share the cost of Qualified FMD Vaccine doses (up to a cap on total cost-share doses per year) sold for the Region in bona fide arm’s-length transactions that conform to the Rules and applicable law and regulations in the Region (such cost-share, the “Awards”).

6.1.2. Without limiting the foregoing, in connection with the Competition and the Awards, the Competitors will not offer to make, promise, authorize, or accept any payment or anything of value, including bribes, either directly or indirectly, to or from any public official, governmental authority, regulatory authority, or any other person for the purpose of influencing, inducing, or rewarding any act, omission, or decision in order to secure an improper advantage, or obtain or retain business. The Competitors will comply with all anti-corruption laws in connection with the Competition and the Awards, including the U.S. Foreign Corrupt Practices Act, as
amended, the UK Bribery Act 2010, as amended, and any other applicable anti-corruption laws and laws for the prevention of fraud, racketeering, money laundering or terrorism. A Competitor will immediately notify GALVmed upon becoming aware of any breach of the requirements of this Section 6.1.2. In the event that a Competitor breaches the requirements of this Section 6.1.2, GALVmed may determine that such Competitor is ineligible for further Awards.

6.1.3. The cap on cost-share doses and the portion of the Qualified FMD Vaccine selling price funded by the Awards in each year of the Cost-Share Phase are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Cost-Share Doses in the Region</th>
<th>AgResults Cost-Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(^2)</td>
<td>2,000,000</td>
<td>3 times the selling price, up to a maximum cost-share of USD$1.50 (equivalent to 75% cost-share of an undiscounted price that does not exceed USD$2.00)</td>
</tr>
<tr>
<td>2</td>
<td>3,000,000</td>
<td>1.86 times the selling price, up to a maximum cost-share of USD$1.30 (equivalent to 65% cost-share of an undiscounted price that does not exceed USD$2.00)</td>
</tr>
<tr>
<td>3</td>
<td>4,000,000</td>
<td>1.22 times the selling price, up to a maximum cost-share of USD$1.10 (equivalent to 55% cost-share of an undiscounted price that does not exceed USD$2.00)</td>
</tr>
<tr>
<td>4</td>
<td>5,000,000</td>
<td>0.81 times the selling price, up to a maximum cost-share of USD$0.90 (equivalent to 45% cost-share of an undiscounted price that does not exceed USD$2.00)</td>
</tr>
</tbody>
</table>

As reflected in the above chart, AgResults makes funds available to share a larger portion of the cost in the first year of the Cost-Share Phase to encourage buyer

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2 For purposes of the Cost-Share Phase and the Awards, year 1 will include the first 18 months after commencement of the Cost-Share Phase.
3 If the vaccine has a selling price above USD$2.00, the buyer will pay the full amount of the difference.
participation and then reduces the cost-share amount each year of the Cost-Share Phase.

6.1.4. Total cost-share doses in the Region will be split between two categories: the country-specific cost-share reserves (“Country Reserves”) and the regional pool (“Regional Pool”). The Country Reserves will provide an allotment of doses for specific countries in the Region in a given year, and the Regional Pool will provide additional doses beyond what is allocated through the Country Reserves that would be available for any country in the Region. The allocation of total cost-share doses between the Country Reserves and the Regional Pool is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost-Share Doses in the Total Country Reserves</th>
<th>Cost-Share Doses in the Regional Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,300,000</td>
<td>700,000</td>
</tr>
<tr>
<td>2</td>
<td>1,800,000</td>
<td>1,200,000</td>
</tr>
<tr>
<td>3</td>
<td>2,300,000</td>
<td>1,700,000</td>
</tr>
<tr>
<td>4</td>
<td>3,100,000</td>
<td>1,900,000</td>
</tr>
</tbody>
</table>

6.2. Country Reserves.

6.2.1. In each year of the Cost-Share Phase, cost-share doses will be allocated to Country Reserves in countries that have issued or are anticipated to issue Product Registration(s) for a Qualified FMD Vaccine prior to or during such year (which anticipated Product Registrations will be determined based on notifications from Competitors regarding submitted applications for Product Registrations for FMD vaccines in a country in the Region as set forth in Section 2.2.3), taking into account such country(ies)’ share of the Region’s cattle population and discussions with such country(ies)’ government(s). For any country that has issued or is anticipated to issue Product Registration(s) for a Qualified FMD Vaccine prior to or during a year of the Cost-Share Phase, a minimum of twenty-five thousand (25,000) doses will be allocated to such country for such year. If, with respect to any year of the Cost-Share Phase, (a) doses are allocated to Country Reserves in a country that has not issued, but is anticipated to issue during such year, Product Registration(s) for a Qualified FMD Vaccine and (b) six (6) months after the commencement of such year, such Product Registration(s) have not been issued or are not anticipated to be issued during such year, AgResults reserves the right to re-allocate such doses to another country or to the Regional Pool (provided that, for clarity, AgResults will not decrease the amount of doses allocated to any country in which a Product Registration has issued to a Qualified FMD Vaccine).
6.2.2. The allocation of total cost-share doses to the Country Reserves for each country in the Region in a given year of the Cost-Share Phase will be disclosed quarterly or upon request to Competitors with Qualified FMD Vaccines that are approved by the Judging Panel for such country.

6.2.3. If the doses allocated to a country’s Country Reserves are not fully used in a given year, fifty percent (50%) of such excess doses will roll-over to the following year and will be added to the following year’s Country Reserves for such country during the Cost-Share Phase. For clarity, the Cost-Share Phase will not be extended and the per-unit cost-share shall not be increased as a result of such rollover. The cap on total cost-share doses for the Region for that year will be increased accordingly.

6.3. Regional Pool.

6.3.1. The Regional Pool will provide additional doses for Awards in the Region beyond the Country Reserves.

6.3.2. Thirty-five percent (35%) of the Regional Pool will be reserved for private sector sales. This thirty-five percent (35%) may not be used for government sales, even if private sector sales do not use such allotment in any given year. If the doses allocated to the Regional Pool are not fully used in a given year, fifty percent (50%) of such excess doses will roll-over to the following year and will be added to the following year’s Regional Pool during the Cost-Share Phase (provided that unused doses that were part of the thirty-five percent (35%) of the Regional Pool reserved for private sector sales will be allocated to such thirty-five percent (35%) of the Regional Pool in the following year and will continue to be reserved for private sector sales in the following year), and the cap on total cost-share doses for the Region for that year will be increased accordingly. For clarity, the Cost-Share Phase will not be extended and the per-unit cost-share shall not be increased as a result of such rollover.

6.4. Allocation of Sales.

6.4.1. For purposes of the Competition and these Rules, government sales will mean any sale made in a country in the Region in connection with a government tender or directly to a government purchaser. All other sales will be considered private sector sales.

6.4.2. Requests for Awards received from Competitors will be pulled from the Country Reserves or Regional Pool as follows:

(a) Government sales and sales made in a country in the Region in which the government does not directly purchase vaccines for distribution (e.g., as of the date of the Launch, Tanzania) will first be pulled from the applicable
Country Reserves, if any. If the doses in the applicable Country Reserves are exhausted in any given year of the Cost-Share Phase, additional sales will then be pulled from the Regional Pool; provided that government sales will not be pulled from the thirty-five percent (35%) of the Regional Pool reserved for private sector sales, even if the other sixty-five percent (65%) of the Regional Pool and the applicable Country Reserves are exhausted in the applicable year.

(b) Except in a country in the Region in which the government does not directly purchase vaccines for distribution, private sector sales will first be pulled from the Regional Pool. If the doses in the Regional Pool are exhausted in any given year of the Cost-Share Phase, additional private sector sales will then be pulled from the applicable Country Reserves, if any.

6.5. **Administration of Awards and Sales Verification.**

6.5.1. If a Competitor wishes to access the Awards for a prospective sale in a given country in the Region in which its Qualified FMD Vaccine has received Product Registration, the Competitor must notify GALVmed thereof via email to FMDchallenge@galvmed.org (or such other email address as may be published by GALVmed), which email shall specify the number of requested cost-share doses, the country for which such cost-share doses are requested, the identity of the purchaser and whether such sale is made in connection with a government tender (and if so, shall include a certified copy of the duly authorized government tender). GALVmed will promptly notify the Competitor whether cost-share doses are available for the applicable sale in the applicable year in the Country Reserves or Regional Pool (as such doses are accessible/allocated to the applicable sale as set forth in Section 6.4).

(a) With respect to a request submitted by a Competitor for a sale in connection with a government tender, if GALVmed notifies the Competitor that subsidized doses are available for such sale, GALVmed will reserve such doses for such sale once the government has authorized the sale/tender or purchase process has commenced until such tender or process is complete/awarded. Such doses will be reserved for the applicable government sale (but will not be reserved for any specific Competitor) and may be awarded to any Competitor to the extent such Competitor is selected by the applicable government for such sale. The applicable Competitor must promptly notify GALVmed in writing if it is (or is not) selected for the applicable government sale and, if it is selected, the number of doses required to fulfill the government sale.
(b) With respect to all other requests by a Competitor, once GALVmed notifies the Competitor of available subsidized doses, GALVmed will reserve such doses for five (5) business days. The applicable Competitor must promptly notify GALVmed in writing when the applicable sale is complete (or if the sale is cancelled). If the applicable sale is not complete within such five (5)-business day period, the Competitor may request an extension, and GALVmed will consider such extension in good faith while taking into account any competing requests received from other Competitors during such period.

6.5.2. At least once per month, Competitors will be required to provide to GALVmed statements of Qualified FMD Vaccine sales in the Region, allocated by country and by private sector sales and government sales, as well as the selling price and purchaser of each such sale. With respect to any sale made in connection with a government tender, Competitors will be required to submit to GALVmed documentation of the final tender award/sale and proof of fulfillment and delivery.

6.5.3. A third party sales verification and audit company (the “Auditor”) designated by AgResults will be responsible for verifying sales for purposes of the Awards.

6.5.4. At least once every three (3) months, each Competitor will permit the Auditor to audit its Qualified FMD Vaccine sales and will provide copies of all necessary documents in connection therewith, including financial statements, invoices and payment and delivery receipts on a country-by-country basis. Each Competitor will, and will cause its direct buyers in the countries in the Region in which it applies for Awards to, assist and cooperate in good faith with GALVmed and the Auditor, as may be reasonably requested by GALVmed or the Auditor, in connection with the verification of sales of its Qualified FMD Vaccine. Without limiting the foregoing, each Competitor will cause such direct buyers to provide any information required to verify the Competitor’s sales and, if applicable, the characterization thereof as a government sale, including any of the direct buyer’s receipts or tender documentation.

6.5.5. The Auditor will verify sales as follows: (a) with respect to sales made in connection with a government tender, the Auditor will confirm the selling price and that the Competitor fulfilled such government tender and delivered the applicable quantity of Qualified FMD Vaccine in accordance therewith (though payment from the applicable government need not be received by the Competitor (or its distributor) in order for the sale to be verified) and (b) with respect to all other sales, the Auditor will confirm the selling price and that the Competitor has fulfilled such sale and delivered the applicable quantity of Qualified FMD Vaccine in accordance therewith and received full payment for such sale. Once a sale is verified by the
Auditor, the Auditor will submit confirmation of such sale to AgResults indicating the amount of payment required to be made to the applicable Competitor.

6.5.6. AgResults will cause payments to be made to Competitors once every six (6) months for sales verified by the Auditor in the prior six (6)-month period.

6.5.7. In order to be eligible for an Award in a particular year of the Cost-Share Phase, payment for the applicable sale must be received by the Competitor in such year (except with respect to sales made in connection with government tenders, in which case the tender must be signed and agreed in such year), though the sale may be verified and the Qualified FMD Vaccines may be delivered after the closing of such year.

7. **Confidentiality, Questions and Information Sharing**

7.1. Throughout the Competition, Competitors may submit questions and inquiries to GALVmed via email to FMDchallenge@galvmed.org (or such other email address as may be published by GALVmed).

7.2. GALVmed will not provide technical assistance to Competitors, but may instead share general, non-proprietary/non-confidential information, as appropriate, equally with all Competitors. GALVmed may, for example, publish information in writing to all Competitors regarding regulatory requirements or market demand.

7.3. GALVmed and AgResults will not publish any information that is marked confidential or proprietary by a Competitor or that would otherwise identify a confidential innovation of a Competitor (including the applications submitted by Competitors to the Competition and any Product Registration documentation or data submitted in connection therewith). However, each Competitor acknowledges and agrees that, subject to the foregoing, (a) the Competitor’s application and related information may be shared with GALVmed, the AgResults’ Secretariat and steering committee, and the members of the Technical Committee and Judging Panel and (b) AgResults may publish information about the Competition, including high-level details on the results of the FMD vaccine efficacy studies and any approval by the Judging Panel of an FMD vaccine.

8. **Other Terms**

8.1. **Reservation of Rights.**

8.1.1. These Rules do not commit GALVmed or AgResults to distribute Awards to any Competitor.

8.1.2. GALVmed reserves the right to correct clerical or typographical errors in these Rules or any other AgResults materials. GALVmed also reserves the right to
unilaterally and without liability to Competitors amend the Rules or other terms of 
the Competition. GALVmed would not issue such amendments lightly and only if it 
believes that it is necessary or helpful, for example, in order to clarify any terms or 
to accomplish the Competition’s objectives. Competitors should note that any 
amendments of these Rules would be only made based on specific direction from 
the AgResults Entities (or their designee) and subject to approval by the AgResults 
Entities (or their designee).

8.2. **Independent Evaluator.** Each Competitor that has an approved Qualified FMD Vaccine 
will, upon AgResults’ or GALVmed’s request, meet with an independent evaluator to 
discuss the Competition and the Competitor’s participation therein (subject to appropriate 
confidentiality obligations), which independent evaluator will measure the impact of the 
Competition.

8.3. **Intellectual Property.** All improvements, inventions, discoveries, know-how, materials, 
general intangibles, formulae, processes, techniques, data, graphics, trade secrets, 
technology, algorithms, computer programs, audio, video or other files or other content, 
and all other intellectual property rights, whether or not patentable, generated, conceived, 
developed or provided by a Competitor in connection with the Competition, including with 
respect to the Competitor’s FMD vaccine, will, as between the Competitor and GALVmed 
and the other AgResults Entities, remain the sole and exclusive property of the Competitor.

8.4. **Use of Name.**

8.4.1. Each Competitor agrees that nothing in these Rules grants the Competitor a right or 
license to, and each Competitor will not, use the name, trademark or logo of 
GALVmed or any of the AgResults Entities in any public material, advertisement, 
press release or in the media (including on the internet), without prior written 
approval. In the event that a Competitor receives such approval to use the name, 
trademark or logo of GALVmed or any of the AgResults Entities, the Competitor 
shall do so in a manner consistent with branding guidelines provided by AgResults.

8.4.2. If AgResults or GALVmed wishes to use a Competitor’s name, trademark, logo or 
any related images in any public material, advertisement, press release or in the 
media (including on the internet) in connection with the Competition, AgResults or 
GALVmed, as applicable, will notify the applicable Competitor thereof, and 
AgResults and GALVmed will not use such Competitor’s name, trademark, logo or 
any related images without such Competitor’s prior written consent. The 
Competitors agree to consider any such request in good faith and not to 
unreasonably withhold, condition or delay their consent to such request. Any use by 
AgResults or GALVmed of a Competitor’s name, trademark, logo or any related 
image will be in accordance with the Competitor’s standard usage guidelines (to the 
extent such guidelines are provided to AgResults and GALVmed in writing).
8.5. **Records.** Competitors shall maintain, during the term of the Competition and for three (3) years after its termination or expiration, complete records of all materials related to its participation in the Competition (both with respect to ongoing eligibility and sales) and shall make such records available to AgResults, GALVmed, or any of their representatives or agents for review and audit upon request.

8.6. **Compliance with Law.** Without limiting Section 6.1, Competitors shall comply with any and all applicable laws and regulations in connection with their Competition activities, including, without limitation, any laws and regulations related to medical or pharmaceutical research and testing, animal testing, and safety and security of its personnel.

8.7. **Release and Indemnity.**

8.7.1. In consideration for making the Awards available and as a condition to participate in the Competition, each Competitor, on behalf of itself, its affiliates, and its and their predecessors, successors and assigns, knowingly and voluntarily fully and forever releases and discharges GALVmed and each of the AgResults Entities (and their affiliates and their respective predecessors, successors and assigns), as well as the members of the Technical Committee and Judging Panel, from any and all past, present and future claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys’ fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, that are based in whole or in part upon, arise out of, or relate to, conduct (or omissions) under or in connection with such Competitor’s participation in the Competition, including in connection with a termination of the Competition by AgResults in accordance with Section 2.5.

8.7.2. GALVmed and AgResults are not responsible for typographical, printing or other inadvertent errors in these Rules or in any materials relating to the Competition.

8.7.3. In consideration for making the Awards available and as a condition to participate in the Competition, each Competitor will indemnify, defend and hold harmless GALVmed and each of the AgResults Entities (and their respective directors, officers, representatives, employees and agents) and the members of the Technical Committee and Judging Panel from and against any and all losses, damages, costs, expenses, rights, claims, demands and actions (including attorneys’ fees and expenses for litigation and settlement) that may be brought against any one or more of them relating to or arising out of the Competitor’s participation in the Competition. The provisions of this Section 8.7 shall survive the expiration or termination of the Competition.

8.8. **Limitation of Liability.** (a) Any and all disputes, claims, and causes of action arising out of or in connection with the Competition, including, without limitation, those concerning any
payments of Awards pursuant to these Rules, shall be resolved individually without resort to any form of class action; (b) liability of GALVmed and any of the AgResults Entities (and their respective directors, officers, representatives, employees and agents) and the members of the Technical Committee and Judging Panel, individually or collectively, for any claims, actions, damages, liabilities, costs, expenses or losses in any way arising out of or in relation to the Competition shall in no event exceed in the aggregate ten thousand U.S. dollars ($10,000); and (c) in no event shall GALVmed or any of the AgResults Entities (or their respective directors, officers, representatives, employees and agents) or the members of the Technical Committee and Judging Panel, be liable for indirect, punitive, incidental, special, exemplary or consequential damages (including, without limitation, lost profits and opportunity costs). The provisions of this Section 8.8 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including without limitation, negligence). The provisions of this Section 8.8 shall survive the expiration or termination of the Competition.

8.9. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules shall be governed by and construed in accordance with English law.

8.10. **Severability.** If any provision of these Rules is held to be illegal, invalid or unenforceable under any present or future applicable law, (a) such provision shall be fully severable, (b) these Rules shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of these Rules shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, GALVmed shall use good faith efforts to add as a part of these Rules a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. To the fullest extent permitted by applicable law, each Competitor hereby waives any provision of applicable law that would render any provision hereof illegal, invalid or unenforceable in any respect.

8.11. **Dispute Resolution.**

8.11.1. GALVmed is responsible for facilitating the dispute mechanism process, with oversight from the AgResults’ Secretariat, except in the event that GALVmed is part of the dispute, in which case the AgResults’ Secretariat will be responsible for facilitating the dispute mechanism process.
(a) If a Competitor has evidence or believes that another Competitor is behaving in a way that contradicts these Rules or otherwise has a concern or dispute related to the Competition, the Competitor should submit an email to GALVmed at FMDchallenge@galvmed.org, and detail in writing what is being challenged and submit documentary evidence, if any, to support its claim.

(b) If a Competitor has evidence or believes that GALVmed is behaving in a way that contradicts these Rules, the Competitor should submit an email to the AgResults’ Secretariat at info@agresults.org, and detail in writing the possible issue. The email should list the practices they believe are contradicting the rules, along with dates and any documentary evidence, if any, to support its claim.

Upon receipt of the information from the Competitor, GALVmed or the AgResults’ Secretariat, as applicable, will acknowledge receipt and respond to the Competitor as soon as practical about next steps.

8.11.2. Any dispute between the Competitor and GALVmed relating to the interpretation or application of these Rules or otherwise in connection with the Competition, unless amicably settled through the informal dispute mechanism in accordance with Section 8.11.1, shall be finally settled by a binding arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties to the dispute, or in the absence of such agreement, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC Emergency Arbitrator Provisions shall not apply). The arbitration shall take place in location(s) agreed-upon by the parties, or in the absence of such agreement, in London, UK. The arbitrator(s) shall have no power to award damages inconsistent with these Rules, including the limitation on liability provisions contained herein. All aspects of the arbitration shall be treated as confidential. Each party shall bear its own costs of the arbitration; however, the parties shall share the fees and expenses of the arbitrators equally. The parties shall accept the arbitral award as final and binding. The provisions of this Section 8.11 shall survive the expiration or termination of the Competition.

8.11.3. The Competitor and GALVmed irrevocably waive, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether in contract, statute, tort (including, without limitation, negligence)) relating to the Competition.
### Schedule 1

**Target Product Profile (TPP)**

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Target Product Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Vaccine Valency</td>
<td>Quadrivalent: A, O, SAT1, SAT2 serotypes that match &gt; 70%* (each serotype) of circulating Eastern African Foot and Mouth Disease Viruses (FMDV), as defined by the Eastern African FMD panel**</td>
</tr>
<tr>
<td></td>
<td>• Vaccine testing against the Eastern African FMD panel to be done at an AgResults-approved laboratory***, which has demonstrated it has (i) the capability to test against the full approved Eastern African FMD panel according to the agreed methodology (ii) no IP / financial conflict of interest with the vaccine development company, and (iii) accreditation to international standards for the specified testing</td>
</tr>
<tr>
<td></td>
<td>• Data to be included in the registration dossier</td>
</tr>
<tr>
<td>2 Host Animal</td>
<td>Cattle from 3 months of age</td>
</tr>
<tr>
<td>3 Efficacy</td>
<td>Contains a minimum 6PD$_{50}$ per strain per dose</td>
</tr>
<tr>
<td></td>
<td>• For registration:</td>
</tr>
<tr>
<td></td>
<td>o Efficacy requirements as described in the OIE Manual, FMDV chapter 3.1.8 (point 5.3), efficacy testing using challenge virus appropriate to the virus types in the vaccine</td>
</tr>
<tr>
<td></td>
<td>o PD$_{50}$ test to be conducted on monovalent component(s) of the vaccines</td>
</tr>
<tr>
<td></td>
<td>• For batch testing:</td>
</tr>
<tr>
<td></td>
<td>o Indirect potency tests (serology) allowed</td>
</tr>
<tr>
<td></td>
<td>o Batch potency test to be conducted using sera from animals vaccinated with quadrivalent vaccine</td>
</tr>
<tr>
<td></td>
<td>o Pre-requisite that to qualify for cost-share payments each batch considered as ordered / sold is shown to meet this potency requirement</td>
</tr>
<tr>
<td>4 Duration of Immunity (DoI)</td>
<td>Minimum 6 months, with maximum of 2 doses****</td>
</tr>
<tr>
<td>5 Shelf Life</td>
<td>12 months</td>
</tr>
<tr>
<td>6 Differentiating Infected from Vaccinated</td>
<td>Purified vaccine; does not induce antibodies to NSP or (ii) the response to vaccination in the target species can be differentiated</td>
</tr>
</tbody>
</table>
Animals (DIVA) from natural infection in another way (OIE Manual, FMDV chapter 3.1.8, point 5.4)

7 Animal Safety Compliant with OIE safety and innocuity standards described in the OIE Manual, FMDV chapter 3.1.8, point 4.1

8 Vial Size 1 or more vial sizes, at least one of which to be a maximum of 40 doses per vial to be appropriate for use with smallholder farmers in the region

Footnotes
* The 70% refers to the percentage of isolates per serotype for which heterologous titers in post-vaccinal sera are above the quality threshold. The panels for each serotype will contain a number of isolates representative of FMDV topotypes currently circulating in Eastern Africa. The post-vaccinal sera to be used, and testing against the Eastern African FMD panel, should be in full accordance with the guidelines of the World Reference Laboratory for FMD (WRL-FMD), Pirbright issued February 2020 (http://www.wrlfmd.org/au-panvac-pirbright-twinning-project/FMD-vaccine-evaluation), and in accordance with the associated guidance on virus neutralization test methods published in the OIE Manual of Diagnostic Tests and Vaccines for Terrestrial Animals 2019 (OIE Manual), and with the guidance in the latter on use of alternative serological tests. The rationale and evidence for the heterologous titers pass criteria (quality threshold) will be provided by the end of July 2020 by the WRL-FMD, following consultation with the OIE reference laboratory network and the AgResults FMD Project Technical Committee.


*** At the time of Project Launch, the following laboratories indicated that they can provide the capacity required and are willing to participate in the test harmonization scheme for laboratories participating in the testing against the Eastern African FMD panel:
   1. World Reference Laboratory for FMD (WRL-FMD), Pirbright,
   2. OIE Collaborating Center for Validation, Quality Assessment and Quality Control of Diagnostic Assays and Vaccine for Vesicular Diseases in Europe, Sciensano, Belgium
   3. OIE-Reference Laboratory for FMD, ANSES, France

Approval for inclusion of additional laboratories for the provision of testing services against the Eastern African FMD panel will be at the discretion of the AgResults FMD Project Technical Committee. Laboratories approved for this testing will be identified on the Project website: https://www.galvmed.org/foot-and-mouth-project/resources-potential-competitors/

**** First vaccination should consist of primary vaccination followed by a boost vaccination 4-6 weeks later. Thereafter Duration of Immunity should be 6 months. Re-vaccination every 6 months by a single boost vaccination.