Linked report — Inflation Reduction Act drug-price provisions in SEC-filed biopharma agreements

Every line below except the headings and this note is copied verbatim from the generated analysis report `Product_Roadmap/Ex10_provisions/topics/ira_drug_pricing/analyze/report.md`, including its review-state lines, which that report renders from the findings ledgers `analyze/R3_ira/ledger.json` and `analyze/R3b_ira/ledger.json`. Nothing here is retyped.

Population

- Unit: one contract record (`harvest/contract_record.json`) with Find decision IN: **65 contracts** (86 instruments, 104 filed versions). The 6 UNDETERMINED contracts are not coded (topic.json amendment 9, R9-4).

- Contracts vs texts: 62 distinct operative IRA texts across the 65 contracts (operative quotes with 5-gram word Jaccard >= 0.9 counted as one text). Same text: Avenzo-DualityBio = Avenzo-VelaVigo-VelaVigoBio; BioAtla-Context = BioAtla-Himalaya; EnCarda-BMS = EnCarda-MyoKardia. BioAtla-Himalaya embeds the BioAtla-Context licence: one text held in two records. The other same-text groups are separate agreements carrying the same clause.

- 1 contract carries its IRA text only in an unsigned, undated form attached to an executed agreement (Incyte-Prelude‡); it is dated by the executed agreement and tagged ‡ wherever counted.

- 4 contracts are tagged † wherever counted: their operative IRA text supports less than contract scope (AcImmune-Takeda†, BioAtla-Context†, KronosBio-Genentech†: removed by a later instrument, cancelled with the contract, or followed by a later amendment that cannot be read), or the record carries a copy of such a text (BioAtla-Himalaya†). Counts give them as last printed.

- 2 contracts show only an IRA-named definition (KronosBio-Genentech†, Novartis-Legend). topic.json R9-4 named the census definition-only contracts; the readers found that one of them (Scribe) also carries a rate reduction, so it is coded by that. KronosBio's IRA naming rests on the index term 'IRA Subject Project' alone ('IRA' is not expanded in the visible text).

- 4 show an IRA-named heading with every consequence under markers (Novartis-MonteRosa (2025), Novartis-MonteRosa (2024), Parabilis-Regeneron, Roche-HoffmannLa-OhbPediatrics-OakHill); one of them (Roche-HoffmannLa) also prints its trigger, a shape R-2 as first written ('body wholly under markers') did not name; Mark ruled it stays HEADING_ONLY_REDACTED (codebook ira-1.3, R3-IRA-CODES-08), so it is not among the economic contracts. Mechanism shares below state their denominator: all 65 contracts, or the 57 with a visible economic consequence.

How the codes were made

- Codebook `analyze/codebook_ira.json` ira-1.0 committed before any reader ran (now ira-1.3: ira-1.1 after R3-IRA; ira-1.2 after R3-IRA; post-hoc, listed in the file; ira-1.3 is Mark's ruling). **Disclosure:** WRITTEN AFTER CODES WERE VISIBLE. The producer who wrote this codebook had read the exploratory census topics/ira_drug_pricing/analysis/VARIATION_CENSUS_2026-10-22.md and its atom file (one coder, not pre-registered, no second reader, not reviewed). The atoms and value lists below were therefore shaped with knowledge of what the census found, exactly as OP-21-01's decision rule for Article 22 was written after its codes were visible. Consequences, stated: (1) agreement between the census and the readers is NOT evidence of independence; (2) a value list built from observed variety makes variety easy to register; (3) the readers are blind to the census (their brief forbids opening topics/ira_drug_pricing/analysis/), so reader-vs-reader agreement is the independent measure, and census-vs-FINAL agreement is reported as a diagnostic only. Article angle A+B+C was pre-registered in topic.json amendment 9 before this codebook.

- Article angle pre-registered before this report existed: topic.json amendment 9 (R9-2, A+B+C).

- Two readers (A, B), instructed to be blind to the census and to each other (`analyze/READER_BRIEF_IRA.md`; the census directory was made unreadable during the reads), coded all 65 contracts from the filed text. A and B agreed on every contract-level atom for 29 contracts and disagreed on at least one atom for 36 (coded by A only: 0; by B only: 0). Rows marked (script) are computed by the build from a coded value, not read separately, so their agreement is not reader agreement.

atom	A = B	kappa
mechanism	55/65	per-value min 0.527
trigger_earliest	55/65	per-value min 0.488
added_conditions	60/65	per-value min 0.734
alternative_triggers	61/65	per-value min 0.0
magnitude_form	55/65	per-value min 0.469
magnitude_visibility	59/65	per-value min 0.792
floor	53/65	per-value min 0.455
duration	53/65	per-value min 0.467
reach	62/65	per-value min 0.849
bearer	59/65	per-value min 0.734
deal_type	64/65	0.967
negotiation_control	65/65	1.0
receiver_role	63/65	0.875
payer_jurisdiction	63/65	0.942

atom	A = B	kappa
receiver_jurisdiction	61/65	0.896
payer_big_pharma (script)	65/65	1.0
receiver_big_pharma (script)	65/65	1.0
economic (script)	64/65	0.925
operative_instrument	65/65	1.0

- Final reads: 15 A (B agreed); 2 ADJ (A/B agreed; lead rule ADJ-IRA-1 applied); 1 ADJ (A/B agreed; lead rule ADJ-IRA-1, ADJ-IRA-3 applied); 2 ADJ (A/B agreed; lead rule ADJ-IRA-10 applied); 3 ADJ (A/B agreed; lead rule ADJ-IRA-2 applied); 1 ADJ (A/B agreed; lead rule ADJ-IRA-3 applied); 1 ADJ (A/B agreed; lead rule ADJ-IRA-3, ADJ-IRA-4, ADJ-IRA-9 applied); 1 ADJ (A/B agreed; lead rule ADJ-IRA-3, ADJ-IRA-9 applied); 1 ADJ (A/B agreed; lead rule ADJ-IRA-6, ADJ-IRA-10 applied); 2 ADJ (A/B agreed; lead rule ADJ-IRA-9 applied); 36 ADJ (A/B disagreement adjudicated). An adjudicator decided every disputed atom from the text (never by vote). The lead compared the agreed contracts with the lead rules: 14 received an adjudication file because a rule changed something; the others carry no per-contract record of that comparison, and the fresh R3-IRA review found agreed contracts it had missed (closed by lead patches, below).

- **Lead rules ADJ-IRA-1..11 were written AFTER both readers' codes were visible** and before adjudication (`analyze/lead_decisions_ira.json`); ADJ-IRA-11 and the amendments ADJ-IRA-10a, ADJ-IRA-9a, ADJ-IRA-3a were written after the fresh R3-IRA review. None is ratified by Mark. Contracts in which an adjudicated atom applies each rule: ADJ-IRA-1 13, ADJ-IRA-2 3, ADJ-IRA-3 12, ADJ-IRA-4 3, ADJ-IRA-5 2, ADJ-IRA-6 7, ADJ-IRA-7 5, ADJ-IRA-8 3, ADJ-IRA-9 15, ADJ-IRA-10 8.

- What each rule moved: every atom whose adjudication applies the rule set back to reader A's value and, separately, reader B's; counts are contracts holding the value (FINAL → without the rule under A / under B). Where A and B disputed the atom this is an upper bound on the rule's own effect. Rules that moved no count are omitted.

- ADJ-IRA-1 (13 contracts): bearer:NA 8 → 9 / 9; duration:NA 8 → 8 / 9; floor:NA 13 → 14 / 14; magnitude_form:BASE_DEDUCTION 6 → 4 / 6; magnitude_form:FLAT_REDACTED 24 → 26 / 24; magnitude_form:NA 13 → 16 / 17; magnitude_visibility:NA 13 → 14 / 15; mechanism:DEFINITION_ONLY 2 → 10 / 10; mechanism:REPRESENTATION_OR_COVENANT 4 → 4 / 3; reach:ANALOGOUS_LAW 19 → 19 / 20; reach:OTHER_US_FEDERAL 4 → 4 / 5; reach:SUCCESSOR_LAW 13 → 15 / 16; reach_beyond_n:contracts 27 → 28 / 29; trigger_earliest:NOT_VISIBLE 8 → 14 / 12

- ADJ-IRA-3 (12 contracts): floor:FLOOR_REDACTED 18 → 9 / 11; floor:NA 13 → 14 / 14; floor:NO_FLOOR_VISIBLE 2 → 2 / 3; floor:OWN_CAP 0 → 1 / 1; floor:SUBJECT_TO_FLOOR 30 → 38 / 36

- ADJ-IRA-4 (3 contracts): floor:FLOOR_REDACTED 18 → 15 / 15; floor:OWN_CAP 0 → 1 / 2; floor:SUBJECT_TO_FLOOR 30 → 32 / 31
- ADJ-IRA-5 (2 contracts): magnitude_form:FLAT_REDACTED 24 → 24 / 25; magnitude_form:NA 13 → 13 / 14; magnitude_form:NEGOTIATED 1 → 1 / 2; magnitude_form:WHOLLY_REDACTED 10 → 10 / 9
- ADJ-IRA-6 (7 contracts): deal_type:LICENCE_OR_COLLABORATION 53 → 47 / 46; deal_type:OPTION 3 → 9 / 10
- ADJ-IRA-8 (3 contracts): magnitude_form:BASE_DEDUCTION 6 → 4 / 6; magnitude_form:FLAT_REDACTED 24 → 26 / 24; magnitude_form:NA 13 → 15 / 15; magnitude_form:SPLIT_BY_SELLER 2 → 2 / 1; magnitude_form:WHOLLY_REDACTED 10 → 10 / 11
- ADJ-IRA-9 (15 contracts): bearer:NA 8 → 9 / 9; bearer:NOT_VISIBLE 5 → 4 / 4; duration:NA 8 → 9 / 8; duration:NOT_STATED 22 → 32 / 33; duration:REDACTED 15 → 5 / 5; trigger_earliest:NOT_VISIBLE 8 → 9 / 8; trigger_earliest:REDACTED 3 → 1 / 3
- ADJ-IRA-10 (8 contracts): added_conditions:MFP_EFFECTIVE 19 → 17 / 18; added_conditions:PRICE_OR_SALES_EFFECT 5 → 8 / 5; added_conditions:REDACTED_CONDITION 3 → 4 / 3
- Lead patches after adjudication (consistency, `analyze/lead_patches_ira.json`, not ratified): LEAD-IRA-1 Omeros-NovoNordisk magnitude_form FLAT_REDACTED -> BASE_DEDUCTION; LEAD-IRA-4 EnCarda-BMS floor SUBJECT_TO_FLOOR -> FLOOR_REDACTED; LEAD-IRA-5 Avenzo-DualityBio added_conditions ['NEGOTIATION'] -> ['NEGOTIATION', 'MFP_EFFECTIVE']; LEAD-IRA-6 Aktis-EliLilly added_conditions ['NEGOTIATION'] -> ['NEGOTIATION', 'MFP_EFFECTIVE']; LEAD-IRA-7 Xencor-Genentech-Roche added_conditions ['SALES_THRESHOLD'] -> ['PRICE_OR_SALES_EFFECT', 'SALES_THRESHOLD']; LEAD-IRA-7 Roche-C4 added_conditions ['SALES_THRESHOLD'] -> ['PRICE_OR_SALES_EFFECT', 'SALES_THRESHOLD']; LEAD-IRA-7 Biohaven-Sk added_conditions ['MFP_EFFECTIVE', 'SALES_THRESHOLD'] -> ['MFP_EFFECTIVE', 'PRICE_OR_SALES_EFFECT', 'SALES_THRESHOLD']; LEAD-IRA-8 XilioDevelopment-Gilead-Xilio floor SUBJECT_TO_FLOOR -> FLOOR_REDACTED; LEAD-IRA-9 Novartis-MonteRosa (2024) trigger_earliest REDACTED -> NOT_VISIBLE; LEAD-IRA-9 Parabilis-Regeneron trigger_earliest REDACTED -> NOT_VISIBLE; LEAD-IRA-10 MSD-C4 added_conditions ['MFP_THRESHOLD'] -> ['OTHER']; LEAD-IRA-11 UroGenPharma-IconOVirBio floor NOT_IN_VISIBLE_FLOOR_LIST -> FLOOR_LIST_MISNUMBERED; LEAD-IRA-11 Biohaven-Sk floor SUBJECT_TO_FLOOR -> FLOOR_LIST_MISNUMBERED; LEAD-IRA-12 Keros-Takeda floor SUBJECT_TO_FLOOR -> FLOOR_REDACTED; LEAD-IRA-12 Keros-Takeda basis.floor [{'version_key': '0001664710-25-000018:exhibit1024form10-kfy2024.htm', 'start': '5.7Floor. Notwithstanding anything herein to the contrary', 'end': 'without any reductions pursuant to Section 5.5(b), Section 5.6 or Section 8.8;', 'occ': None,

'section': '5.7'}] -> [{'version_key': '0001664710-25-000018:exhibit1024form10-kfy2024.htm', 'start': '5.7Floor. Notwithstanding anything herein to the contrary', 'end': 'and (b) Takeda may [***].', 'occ': None, 'section': '5.7'}]. Withdrawn: LEAD-IRA-2 Novartis-MonteRosa (2025) (LEAD-IRA-9 (R3-IRA-CODES-09): the codebook names HEADING_ONLY_REDACTED as a NOT_VISIBLE trigger example; ADJ-IRA-9's general sentence does not override it). Each patch moves its atom's count by one from `from` to `to` unless another provision of the same contract holds the value.

One law, many yardsticks

- **mechanism**: RATE_REDUCTION 49, BASE_ADJUSTMENT 7, DECISION_RIGHT 5, REPRESENTATION_OR_COVENANT 4, HEADING_ONLY_REDACTED 4, DEFINITION_ONLY 2, OTHER 1, MILESTONE_ADJUSTMENT 1, RENEGOTIATION 1

- **magnitude_form**: FLAT_REDACTED 24, NA 13, WHOLLY_REDACTED 10, BASE_DEDUCTION 6, PRICE_LINKED_FORMULA 6, SALES_DECLINE_TIERED 5, PCT_EQUAL_TO_REDACTED 3, SPLIT_BY_SELLER 2, NEGOTIATED 1

- **magnitude_visibility**: REDACTED 49, NA 13, VISIBLE 5, PARTIAL 3

- **trigger_earliest**: SELECTED 48, NOT_VISIBLE 8, ELIGIBLE 5, REDACTED 3, COSTS_INCURRED 1, MFP_EFFECTIVE 1, MFP_PUBLISHED 1, NEGOTIATION 1

- **added_conditions**: NEGOTIATION 38, MFP_EFFECTIVE 19, SALES_THRESHOLD 6, PRICE_OR_SALES_EFFECT 5, MFP_PUBLISHED 4, REDACTED_CONDITION 3, MFP_THRESHOLD 2, OTHER 1

- **alternative_triggers**: OTHER_LAW 16, EXCISE_TAX 3, PRICE_OR_SALES_EFFECT 2, OTHER 1

- **floor**: SUBJECT_TO_FLOOR 30, FLOOR_REDACTED 18, NA 13, NOT_IN_VISIBLE_FLOOR_LIST 4, NO_FLOOR_VISIBLE 2, FLOOR_LIST_MISNUMBERED 2, EXCLUDED_FROM_FLOOR 1

- **duration**: NOT_STATED 22, REDACTED 15, REMAINDER_OF_TERM 11, NA 8, PAP 8, WHILE_SUBJECT 3, REVERSIBLE 2

- Yardstick (magnitude form) among the 57 contracts with a visible economic consequence: FLAT_REDACTED 24, WHOLLY_REDACTED 10, BASE_DEDUCTION 6, PRICE_LINKED_FORMULA 6, SALES_DECLINE_TIERED 5, PCT_EQUAL_TO_REDACTED 3, SPLIT_BY_SELLER 2, NA 1, NEGOTIATED 1.

- Gated on the MFP falling to or below a stated fraction of a reference price: 2 (Alexion-Monopar, UroGenPharma-IconOVirBio). A further condition coded OTHER: 1 (MSD-C4); in MSD-C4 it is a printed comparison of the MFP with the average sale price whose comparator word and amount are missing from the filed text without a marker.

- The formula that sets the size of the consequence is fully printed in 5 contracts (Akebia-Vifor, BeijingMabworks-ClimbBio, Janssen-MeiraGTxOcular-MeiraGTx,

NanjingLeads-Dianthus, Spero-Innovent-Fortvita); in 2 of them (NanjingLeads-Dianthus, Spero-Innovent-Fortvita) the floor that caps it is under markers. Partly printed in 3; **hidden in 49 (incl. 3 scope-limited†, 1 unexecuted form‡) of 57 contracts that have a consequence to size** (48 under markers, 1 missing without a marker: MSD-C4).

- Earliest visible trigger: eligibility for negotiation in 5 contracts (BlackDiamond-Servier, Roche-C4, Roche-MonteRosa, Roche-Remix, Xencor-Genentech-Roche); the MFP step or later only (no earlier step) in 2 (MSD-C4, Verve-EliLilly); IRA amounts incurred, no program step named, in 1 (Akebia-Vifor).

- Floors, each of the 57 contracts with a visible economic consequence counted once by its set of floor values: SUBJECT_TO_FLOOR 30, FLOOR_REDACTED 18, NOT_IN_VISIBLE_FLOOR_LIST 4, NO_FLOOR_VISIBLE 2, FLOOR_LIST_MISNUMBERED 2, EXCLUDED_FROM_FLOOR 1. Named: missing from a visible floor list BeijingMabworks-ClimbBio, NovoNordisk-KorroBio, Omeros-NovoNordisk, Takeda-Protagonist; expressly excluded NovoNordisk-Septerna; label outside the list but self-designated inside it Biohaven-Sk, UroGenPharma-IconOVirBio.

- Mechanism RENEGOTIATION (a cut whose size the text leaves to negotiation, not a fixed cut): 1 (Janux-BMS). A decision right over the IRA negotiation: 5 contracts (ADARx-PuertoRico, Alexion-Monopar, Cullinan-ChongqingGenrix, JiangsuHengrui-BraveheartBio, XilioDevelopment-AbbVie); negotiation control: NOT_ADDRESSED 60, PAYER_CONTROLS 5 (NOT_ADDRESSED is an absence claim: no visible clause allocates it after a full read of every instrument).

- Reversible (the text says the consequence ceases when the condition ends): 2 (incl. 1 unexecuted form‡) (AscendantHealth-Cue, Incyte-Prelude‡).

Reach beyond the IRA, by year

- **reach**: NONE 40, ANALOGOUS_LAW 19, SUCCESSOR_LAW 13, MFN_OR_REFERENCE_PRICING 5, NON_US_LAW 4, OTHER_US_FEDERAL 4, US_STATE_LAW 3

year	contracts	reach beyond the IRA	MFN / reference pricing	of the contracts, scope-limited†
2023	9	2	0	1
2024	27	11	0	2
2025	18	6	1	0
2026	11	8	4	0

- Year = date of the earliest instrument whose text carries the operative IRA provision (from the trace). Filing lags that date by a median of 87 days (n = 65 contracts; range -93 to 987 days; a negative lag is an instrument whose record date is its effective date, later than its filing). The median is computed on contracts already filed, so it understates the lag of contracts not yet filed; the latest year is also a partial year

(latest IRA instrument 2026-08-26). The latest year is undercounted. The yearly n is small; no rate is a trend estimate.

- Reach beyond the IRA named inside the IRA clause or its definitions: 27 (incl. 3 scope-limited†, 1 unexecuted form‡) contracts. MFN / reference pricing named inside the IRA clause or its definitions: 5 (incl. 1 unexecuted form‡) contracts (Biohaven-Sk, Iambic-Takeda, Incyte-Prelude‡, Roche-C4, RtwNewco10-Yoltech). A definition citing the One Big Beautiful Bill Act amendment: 1 (Vir-Astellas).

- Statutory citations, document-wide in the coded version: 1320f 29, SSA_1191_1198 27, PL_117_169 13, 1395w_114a 12, 1395w_3a 12, HR_5376 2, IRA_OF_2023_MISPRINT 1, OBBBA 1. Inside the quoted provisions and their definitions: 1320f 25, SSA_1191_1198 22, PL_117_169 12, 1395w_114a 11, 1395w_3a 11, HR_5376 2, IRA_OF_2023_MISPRINT 1, OBBBA 1.

- Timing: earliest IRA instrument 2023-01-06; before enactment (2022-08-16) 0; between enactment and the first selected-drug list (2023-08-29) 3; after 62. By year: 2023 9, 2024 27, 2025 18, 2026 11.

Whose receipts the visible text reduces, and who writes the clause

- **bearer**: RECEIVER 57, NA 8, NOT_VISIBLE 5. In each of the 56 contracts with a visible economic consequence whose every bearer is visible, the visible text reduces (or conditions) what the receiving party gets and no contract puts the IRA amount on the payer or splits it; in 1 more (Roche-MonteRosa) at least one consequence's bearer is not printed.

- Receiver role: LICENSOR 57, SELLER 7, OTHER 1. Deal type: LICENCE_OR_COLLABORATION 53, ASSET_PURCHASE 5, OPTION 3, TERMINATION_SETTLEMENT 1, TRANSACTION_EMBEDDING_LICENCE 1, EQUITY_OR_FINANCING 1, FORM_UNEXECUTED 1.

- A big-pharma group (codebook list, name-matched; a subsidiary counts where its agreement prints it with the group's defined term) is the payer in 34 contracts and the receiver in 6 (Alexion-Monopar, Amunix-Vir, EnCarda-BMS, EnCarda-MyoKardia, Janssen-MeiraGTxOcular-MeiraGTx, Roche-HoffmannLa-OhbPediatrics-OakHill).

- Receiver jurisdiction as printed: US 40, PRC_MAINLAND 9, OTHER:Switzerland 6, OTHER:Ireland 2, OTHER:United Kingdom 2, OTHER:Cayman Islands 2, NOT_PRINTED 2, OTHER:Israel 1, OTHER:Denmark 1. Of the 9 printed PRC-mainland receivers, 3 carry a price-linked formula (of 6 price-linked formulas in all) and 2 print the full formula (of 5; 1 of these with the capping floor under markers). These are small numbers; no rate is implied.

- Phrase families (8-word sequences in the operative quotes shared by 3+ contracts): 283 marker-free families (13 families containing a redaction marker are excluded). Shown: the top 8 of 23 phrase rows, each as its longest shared run of 12+ words, one row per phrase lineage, ranked by contracts then length:

- 33 contracts, 24 payer groups: "…by the secretary of the u s department of health and human services…"
- 28 contracts, 23 payer groups: "…product is designated as a selected drug by the secretary of the…"
- 17 contracts, 12 payer groups: "…is required to negotiate a maximum fair price that will apply to sales of such…"
- 16 contracts, 14 payer groups: "…apply to sales of such licensed product during the price applicability period…"
- 13 contracts, 12 payer groups: "…product during the price applicability period as specified in the inflation reduction act…"
- 9 contracts, 8 payer groups: "…is required to negotiate and is ultimately subject to a maximum fair price…"
- 7 contracts, 5 payer groups: "…or its affiliate or sublicensee is required to negotiate a maximum fair price that…"
- 7 contracts, 6 payer groups: "…ultimately subject to a maximum fair price that will apply to sales of such…"

(Families are the pre-registered 8-gram families; extending each to its longest shared run and dropping contained phrases is a presentation step added after the codes were visible. Words are lower-cased, punctuation dropped.)

- Operative texts that are similar but not the same (5-gram Jaccard 0.5–0.9), with payer → receiver as printed:
- 0.629: Amunix-Vir (Vir Biotechnology, Inc. → Amunix Pharmaceuticals, Inc. (defined as "Sanofi")) and Vir-Astellas (Astellas US LLC ("Company") → Vir Biotechnology, Inc. ("Vir Bio"))
- 0.538: AscendantHealth-Cue (Cue Biopharma, Inc. → Ascendant Health Sciences Limited) and ShanghaiJemincare-Rapt (RAPT Therapeutics, Inc. → Shanghai Jemincare Pharmaceutical Co., Ltd.)
- Operative-text similarity (5-gram Jaccard): pairs with the same big-pharma payer group mean 0.064 (median 0.005, n = 46 pairs); all other pairs mean 0.049 (median 0.005, n = 2034).

Redaction, anomalies and the cross-version trace

- Words missing with no redaction marker (R-4): MSD-C4.
- Printed anomalies quoted as printed: 'Inflation Reduction Act of 2023' in Takeda-Protagonist; others are in each contract's `printed_anomalies`.

- Trace: every coded provision aligned in every version of every instrument of its contract (`traces/`). Scope the basis supports: contract 356, instrument 32, version 1 provisions; operative provisions only: contract 71, instrument 3.

- Later instruments that remove, cancel or cannot be read (ADJ-IRA-2): KronosBio-Genentech [('I1', 'CANCELS_CONTRACT')]; AcImmune-Takeda [('I1', 'UNMEASURED_NO_TEXT')]; BioAtla-Context [('I1', 'REMOVES_PROVISION')].

Limits

- **KC (claim-strength) scoring was not used for this topic. Nothing in this report asserts the strength of any patent claim.** (The article carries the same requirement in its own checks.)

- Visible text only. A redacted size, condition, floor or duration is reported as hidden, never estimated. Codes are not opinions on enforceability, effect, or economics.

- The cohort is what Find reached (record `coverage_boundary` and leg statuses apply unchanged); unfiled agreements and agreements filed without the IRA text are not in it.

- Versions with no machine-readable text (image-only or textless): AcImmune-Takeda†; whether they change the IRA provision is UNMEASURED.

- Party groups are name-matched to a producer-chosen list; jurisdictions are as printed; neither uses outside knowledge.

- Open from Find/Harvest (Mark, R9-6: not gating; named from `topics/ira_drug_pricing/review/R1b`, `R1c`): R1c A-01, B-02, B-04; R1b SHOULD_FIX causes F-03..F-07, K-02, K-03; the R1c B-01/C-01 fixes have not been re-checked by a fresh reviewer.

Review state

- Fresh re-check R3-IRA (`analyze/R3_ira/ledger.json`, brief committed 090c5478 before the reviewer ran): MUST_FIX 5, NOTE 26, SHOULD_FIX 21 findings; status CLOSED_BY_LEAD 49, CLOSED_BY_MARK 1, NO_ACTION 2.

- **R3-IRA-CODES-08 [SHOULD_FIX, CLOSED_BY_MARK]**: Roche-HoffmannLa prints its trigger but is coded HEADING_ONLY_REDACTED (codebook R-2 gap). report §1 wording fixed (one of the 4 prints its trigger); the R-2 value gap is left for Mark. Closure: Mark: 'Please leave the economic count at 57.' Roche-HoffmannLa stays HEADING_ONLY_REDACTED; codebook ira-1.3 records that R-2 covers a printed trigger with every consequence under markers (analyze/MARK_RULINGS_ira_2026-10-24.json).

- MUST_FIX closed by the lead: CODES-01, CODES-02, REPORT-01, REPORT-02, REPORT-03 (title and fix for each in the ledger).

- SHOULD_FIX closed by the lead: CODES-03, CODES-04, CODES-05, CODES-06, CODES-07, CODES-09, BUILD-01, BUILD-02, BUILD-03, BUILD-04, BUILD-05, BUILD-06, REPORT-04, REPORT-05, REPORT-06, REPORT-07, REPORT-08, REPORT-09, REPORT-10, REPORT-11 (title and fix for each in the ledger).
- NOTE closed by the lead: CODES-12, CODES-13, CODES-14, BUILD-07, BUILD-08, BUILD-09, BUILD-10, BUILD-11, BUILD-12, BUILD-13, BUILD-14, BUILD-15, BUILD-16, REPORT-12, REPORT-13, REPORT-14, REPORT-15, REPORT-16, REPORT-17, REPORT-18, REPORT-19, REPORT-20, REPORT-21, REPORT-22 (title and fix for each in the ledger).
- No action (the reviewer required none): CODES-10, CODES-11.
- Closures marked CLOSED_BY_LEAD are the producer's; the fresh re-check R3b-IRA below re-checked them (its per-closure verdicts are in `analyze/R3b_ira/`). This section renders the ledgers; the report states no review status of its own.
- Fresh re-check R3b-IRA (`analyze/R3b_ira/ledger.json`, brief committed 53070122 before the reviewers ran): MUST_FIX 3, NOTE 22, SHOULD_FIX 13 findings; status CLOSED_BY_MARK 3, OPEN 35.
- **R3b-IRA-CODES-01 [MUST_FIX, CLOSED_BY_MARK]**: Floor is SUBJECT_TO_FLOOR, but the 5.7 floor that reaches 5.5(b)(iii) is followed in the same sentence by a redacted proviso: an exception whose words are hidden. Closure: LEAD-IRA-12 (analyze/lead_patches_ira.json): Keros-Takeda 5.5(b)(iii) floor SUBJECT_TO_FLOOR -> FLOOR_REDACTED, floor basis extended through '(b) Takeda may [***].'; finalize/build/trace/report re-run; floors 31/17 -> 30/18 in report §3 and Article 23 ¶5. AcImmune (R3b-IRA-CODES-02) not changed.
- **R3b-IRA-CODES-02 [SHOULD_FIX, OPEN]**: Floor is SUBJECT_TO_FLOOR, but the end of the 8.7 floor sentence is under a marker.
- **R3b-IRA-CODES-03 [SHOULD_FIX, OPEN]**: The report says 'the fresh R3-IRA review found agreed contracts it had missed (closed by lead patches, below)'.
- **R3b-IRA-BUILD-01 [SHOULD_FIX, OPEN]**: BUILD-01/02 residual: the 'ADJ (A/B agreed; lead rule …)' label is accepted without checking that both reads exist, are CODED, are in agreement.json both_coded, or hash-match; only_A/only_B are never consulted.
- **R3b-IRA-BUILD-02 [SHOULD_FIX, OPEN]**: BUILD-08 closure narrower than the finding: the gate starts at FINAL reads and copies agreement.json in, so finalize (ADJ/A + lead patches -> FINAL) and agreement (A/B -> agreement.json) are outside every gate.
- **R3b-IRA-BUILD-03 [SHOULD_FIX, OPEN]**: BUILD-05 closure keeps every absence observation at scope 'contract' with absence_note 'after a full read of every instrument'.

- **R3b-IRA-BUILD-04 [SHOULD_FIX, OPEN]**: REPORT-05 and REPORT-11 closures: §1 states the 4 scope-limited contracts are 'tagged † wherever counted' and the form 'tagged ‡ wherever counted', but the tags appear only on lines rendered through cnt()/nm().
- **R3b-IRA-BUILD-05 [SHOULD_FIX, OPEN]**: REPORT-03 residual: rule reversal measures only contract_level set atoms + deal_type.
- **R3b-IRA-BUILD-06 [SHOULD_FIX, OPEN]**: Two audit guarantees the record states are not implemented: (a) NUMBER claims to check 'every numeral / number word' but tokenizes only zero..twelve, so 'once/twice/half/thirteen…' are invisible; (b) report §7 says 'The article carries the same requirement [no claim-strength assertion] in its own checks', but no layer checks the draft for claim-strength language – only the linked report's KC-omission line is checked.
- **R3b-IRA-A23-01 [MUST_FIX, CLOSED_BY_MARK]**: 'Who absorbs the negotiated price, as far as the visible words go, is not in doubt' makes an economic-incidence claim. Closure: Article 23 final ¶8 first sentence reads 'Whose royalties the clause cuts is, as far as the visible words go, not in doubt.' (reviewer's proposed wording).
- **R3b-IRA-A23-02 [SHOULD_FIX, OPEN]**: The article maps payer = 'commercialization partner' and receiver = 'originator'.
- **R3b-IRA-A23-03 [SHOULD_FIX, OPEN]**: The article says the widening sits 'within the contract's definitions'.
- **R3b-IRA-A23-04 [SHOULD_FIX, OPEN]**: The basis is a comparison of means and medians, which supports 'barely more alike on average'.
- **R3b-IRA-A23-05 [SHOULD_FIX, OPEN]**: A trend assertion resting on one partial year (2026, n=11).
- **R3b-IRA-A23-06 [SHOULD_FIX, OPEN]**: Series rule: n stated beside every time claim.
- **R3b-IRA-A23-07 [MUST_FIX, CLOSED_BY_MARK]**: The footer's population statement is false for part of the population. Closure: Article 23 final footer reads '…and carry text tying a contractual term to the Act's drug-price provisions, by name, acronym or statutory citation; nothing here describes unfiled agreements.'
- NOTE open: R3b-IRA-CODES-04, R3b-IRA-CODES-05, R3b-IRA-CODES-06, R3b-IRA-CODES-07, R3b-IRA-CODES-08, R3b-IRA-CODES-09, R3b-IRA-CODES-10, R3b-IRA-CODES-11, R3b-IRA-BUILD-07, R3b-IRA-BUILD-08, R3b-IRA-BUILD-09, R3b-IRA-BUILD-10, R3b-IRA-BUILD-11, R3b-IRA-BUILD-12, R3b-IRA-A23-08, R3b-IRA-A23-09, R3b-IRA-A23-10, R3b-IRA-A23-11, R3b-IRA-A23-12, R3b-IRA-A23-13, R3b-IRA-A23-14, R3b-IRA-A23-15 (issue and proposed fix for each in the ledger).
- R3b-IRA closures marked CLOSED_BY_MARK were applied by the lead on Mark's instruction and have not been re-checked by a fresh reviewer.