



Memorandum of Understanding

Between

Center for Disease Analysis Foundation (CDAF)

And

Baptist Medical Center, Nalerigu (BMC)

This Memorandum of Understanding (MOU) is entered into on the 11th day of December, 2019 by **Center for Disease Analysis Foundation (CDAF)** of 1120 W. South Boulder Road, Suite 102, Lafayette, CO 80026, USA and the **Baptist Medical Center (BMC)**, of PO Box 50, Nalerigu, Ghana, West Africa. This MOU sets forth the terms and understanding between CDAF and BMC as it relates to CDAF's support of BMC in their effort to treat Hepatitis B patients.

WHEREAS, in connection with the establishment of a business relationship between the parties whereby CDAF's Global Procurement Fund (GPRO) was founded to improve access to affordable hepatitis diagnostics and medicines, and whereby BMC's mission is to eliminate hepatitis in the regions where it operates, the parties wish to set forth their current understanding and certain agreements made to date with respect to such relationship.

The signed parties agree to work together in the spirit of partnership to ensure that there is a visible and responsive leadership of the collaboration, and to demonstrate financial, administrative and managerial commitment to the collaboration.

BACKGROUND

The Center for Disease Analysis Foundation (CDAF) is a non-profit public health research organization specializing in epidemiology and disease modeling. CDAF's mission is to eliminate Hepatitis B and C globally by 2030. We provide countries across the world with verified epidemiological data, disease burden and economic impact modeling, smart intervention strategies, access to affordable diagnostics and treatments, innovative financing models and knowledge-sharing partnerships to eliminate this deadly disease. We accomplish our mission through two foundation initiatives: The Polarix Observatory and the Global Procurement Fund (GPRO).

ROLES & RESPONSIBILITIES

BMC is seeking to purchase Tenofovir Disoproxil Fumarate (TDF) for the treatment of Hepatitis B patients.

- BMC acknowledges that it will treat all pricing and other business-related information received from CDAF/GPRO as confidential business information and will not forward or otherwise share this information with other parties.
- BMC is under no obligation to purchase through GPRO
- BMC will provide GPRO with estimated purchase quantities, which GPRO will then use to obtain current price quotations from its vendor partners.
- BMC agrees to work with GPRO to estimate the importation taxes, duties and all other anticipated importation costs.
- BMC and GPRO will negotiate an agreed-upon nominal supply chain markup in order to keep the price to patient low.
- BMC and GPRO will negotiate an agreed-upon price to the patient. If the price to the patient exceeds the agreed upon price without written agreement of both parties, GPRO reserves the right to withdraw support until such time that pricing to the patient can be agreed upon and ensured.

CDAF, through GPRO, provides discounted hepatitis diagnostics and quality assured, licensed, generic hepatitis medicines through a pooled procurement mechanism.

- GPRO places orders for licensed generic medicines directly with vendors and arranges shipment of product from the vendor directly to customer-designated location(s).
- GPRO pays vendors directly at time order is placed.
- GPRO will then invoice BMC. Payment will be due within 30 days of invoice. Unless otherwise agreed upon in writing, GPRO must receive full payment from BMC prior to releasing orders for shipment.
- GPRO does not mark up the products it sells. GPRO does apply a 5% fee (minimum \$250) to cover administrative costs associate with procurement and delivery logistics.
- GPRO will inquire with multiple manufacturers in order to obtain the best pricing available. At the time of signing of this MOU, the per bottle (30 tablets) price of TDF is approximately USD \$3.50 inclusive of shipping and insurance. Actual pricing at time of order placement may vary. A detailed quotation identifying product cost, shipping cost and any related fees will be prepared and provided to BMC at the time of order inquiry. There is no obligation for BMC to order through GPRO.
- GPRO will inform BMC of manufacture date and expiration date of product at time of quotation. GPRO supplies products with at least 75% of total shelf remaining *as of time of shipment*. (GPRO is not responsible for customs clearance process or timelines).
 - In some instances, vendors may offer discounted pricing for product with shorter remaining shelf life. Shipment of product with less than 75% of total shelf life is only permissible via written authorization by BMC.

FUNDING

Neither CDAF nor BMC is providing funding to the other party, and each party is responsible for funding their own activities associated with this MOU.

MARKETING and PUBLICITY

CDAF and BMC may promote their collaboration to relevant sectors of the health care community, through regular and other communications, and through their respective websites, social media, and annual reports. Both CDAF and BMC will be bound by the rules for promotion of the other partner, including maintaining the quality of any logo.

DURATION

This MOU will take effect upon mutual signing of the MOU document and will extend for a period of two years from signing unless terminated by either party in writing. The MOU may be further extended or amended by written mutual consent of both parties.

CONTACT INFORMATION

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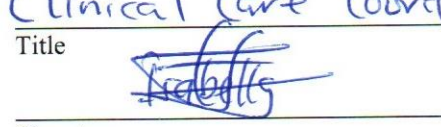
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WITNESSED BY:

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