

## Work Order # 2

This Work Order # 2 ("Work Order") is made and entered into on 29 April 2016 ("Work Order Effective Date") by and between Sandoz International GmbH, located at Industriestraße 25, 83607 Holzkirchen, Germany ("Sandoz") and Trustees of Boston University, located at 25 Buick Street, Boston, MA 02215, USA ("Service Provider"), hereinafter jointly referred to as the "Parties."

WHEREAS, Sandoz and Service Provider have entered into a Master Services Agreement dated 20 November 2015 (the "Master Agreement");

WHEREAS, pursuant to the Master Agreement, Service Provider has agreed to perform certain Services in accordance with Work Orders from time to time entered into by the Parties, and Sandoz and Service Provider now desire to enter into such a Work Order; and

WHEREAS, Sandoz and Service Provider desire that Service Provider provide certain services with respect to Sandoz's project entitled Novartis Access Program ("Project").

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Project Specifications. Service Provider agrees to perform the services described in Appendix A, which is attached hereto and incorporated herein by reference ("Services").

### 2. Compensation.

2.1 In consideration of the Services performed by Service Provider, Sandoz agrees to pay to Service Provider the amounts set forth in the Budget, which is attached hereto and incorporated herein by reference as Appendix B. Except as otherwise pre-approved by Sandoz in writing, the total payments for Services under this Work Order shall not exceed [REDACTED], exclusive of any applicable taxes.

2.2 In addition, Sandoz will pay the pass-through expenses identified in the Budget set forth in Appendix B, or as reasonably required to be incurred by Service Provider in connection with the Services (such as for travel following Sandoz travel policy and international courier charges), subject to production of receipts or other evidence of payment, all as preapproved in writing by Sandoz. Reimbursement of travel expenses shall be subject to the following:

- (a) Travel expenses shall, however, be reimbursable only subject to production of receipts or other evidence of payment.
- (b) Service Provider should use the most cost-effective and safe means of getting to final destination / place of performance, including public transport, where reasonable.
- (c) Train: Travelers are entitled to first class rail travel.
- (d) Flight: For the selection of the flight class the following rules apply: For domestic flights to destinations and where reasonably acceptable (up to four (4) hours flight time) economy class tickets have to be booked. For international flights to all other destinations business class tickets are permitted. For cost reasons air travel should not be used for short distances unless this substantially reduces the absence from the place of performance and/or if high accommodation costs can be avoided.
- (e) Private Car: Business trips by private car will be reimbursed at the rate of EUR 0.30 per kilometer.
- (f) Accommodation: Reasonable accommodation to be agreed with Sandoz in advance. Hotels where Novartis has special price arrangements have to be chosen whenever possible.

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Except as otherwise pre-approved by Sandoz in writing, the total payments for pass-through expenses under this Work Order shall not exceed 0 US Dollars, exclusive of any applicable taxes.

2.3 Service Provider acknowledges and agrees that: (i) the compensation paid for the Services is consistent with the fair market value in arm's length transactions and has not been determined in a manner that takes into account any referrals or other business generated between Service Provider and Sandoz; (ii) all amounts received are only for legitimate expenses, reimbursement of such expenses or compensation for the performance of the Services and that nothing in this Agreement shall require, induce or in any way influence Service Provider to promote, recommend, require the use of or list on any formulary, any pharmaceutical or biopharmaceutical product(s) manufactured, produced or distributed by Sandoz; and (iii) receipt of such amounts is in full accordance with all applicable laws, regulations and policies.

3. **Key Personnel.** The following persons are responsible for performing the Services and/or overseeing the Project hereunder:

Service Provider: [REDACTED]  
Title: Associate Director, Industry Contracts and Agreements  
Address: Boston University, Office of Sponsored Programs, 25 Buick Street, Suite 200 Boston, MA 02215, USA  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

Sandoz: [REDACTED]  
Title: Global Head, Novartis Access  
Address: Sandoz International GmbH, Industriestr. 25, D-83607 Holzkirchen, GERMANY  
Phone [REDACTED]  
Fax [REDACTED]  
Mobile [REDACTED]  
Email: [REDACTED]

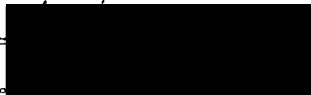
4. **Term.** This Agreement shall become effective on the Work Order Effective Date and shall remain in force until completion of the Services under this Work Order, unless earlier terminated under the terms of the Master Agreement.

5. **Incorporation by Reference; Conflict.** The provisions of the Master Agreement are expressly incorporated by reference into and made a part of this Work Order. By signing this Work Order, the Parties hereto (if not Parties to the Master Agreement) agree to adhere to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions of this Work Order and the Master Agreement, the terms and conditions of the Master Agreement will take precedence and control.

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IN WITNESS WHEREOF, the Parties have signed this Work Order effective as of the Work Order Effective Date.

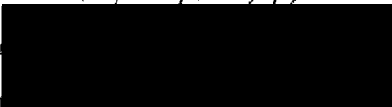
Sandoz International GmbH

By: 

Name: 

Title: Head Novartis Access

Date: 29/4/2016


By: 

Name: 

Title: Head Legal Novartis Access

Date: 29/4/2016

Trustees of Boston University

By: 

Name: 


Title: 

Date: 

By: 

Name: 

Title: 

Date: 

**Director of Contracting, Sponsored Programs**

MAY 2, 2016

Read and Acknowledged:



Dr. Richard Laing

Date:

**List of Appendices:**

Appendix A:	Project Specifications
Appendix B:	Budget

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Appendix A  
Project Specifications

**NOVARTIS ACCESS**

CENTER FOR GLOBAL HEALTH & DEVELOPMENT (CGHD)

**EVALUATION OF NOVARTIS ACCESS IN KENYA**

**Scope of Work for Phase 2, (May 1, 2016 to October 31, 2016)**

**BU will complete the following tasks:**

**Activity 1: Finalize planning for evaluation**

Background statement: BU will be responsible for piloting all study instruments and protocols in Kenya prior to the start of the evaluation of Novartis Access. They will also be responsible for completing all necessary planning prior to the start of the evaluation, including establishing a field team in Kenya to implement the study protocols.

**Specific tasks to be performed:**

- Pilot data collection instruments and procedures
- Select a sample of study facilities and households for inclusion in the study
- Receive approval from ethics committees at Boston University and in Kenya
- Establish a local study team to conduct the evaluation
- Produce a manual for trainers to train supervisors and data collectors
- Produce a manual for data collectors and field supervisors for conducting field work
- Train data collectors in collaboration with local partners

**Activity 2: Implement baseline evaluation**

Background statement: BU will be responsible for implementing a baseline evaluation before Novartis Access is rolled out in Kenya.

**Specific tasks to be performed:**

- Conduct a baseline assessment of study facilities and households
- Conduct qualitative interviews with study facilities and a subsample of households
- Conduct quantitative and qualitative data analysis

Deliverables or products to be developed

- A set of study instruments and protocols
- Training manuals for data collectors and study personnel on the ground
- A clean dataset for baseline and qualitative interviews
- A document including instruments, study protocol and training manuals after baseline

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