

Work Order # 4

This Work Order # 4 (“**Work Order**”) is made and entered into on November 1, 2017 (“**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. Service provider agrees to the invoice schedule included as **Appendix C**.

2.2 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 or its Affiliates as defined in the Master Agreement; 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: [REDACTED]

Address: Boston University School of Public Health, 801 Massachusetts Avenue, Boston, MA 02118

Phone: [REDACTED]

Email: [REDACTED]

Sandoz: [REDACTED]
Title: [REDACTED]
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.

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

Sandoz International GmbH

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: 7.12.2017

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: 7.12.2017

Trustees of Boston University

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: 12/6/2017

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Read and Acknowledged:

[REDACTED]

Date: [REDACTED]

List of Appendices:

Appendix A:	Project Specifications
Appendix B:	Budget
Appendix C:	Invoice Schedule

Appendix A
Project Specifications

NOVARTIS ACCESS

Title: Evaluation of *Novartis Access* in Kenya – Scope of Work 4

Period of Performance: November 1, 2017 – December 31, 2018

Note on Inflation: An annual inflation rate of 3% is applied to salaried positions and non-salary line items.

Note on project period: Please note that the below narrative references project years. These correspond to calendar years, and should be interpreted as follows:

A. PERSONNEL [REDACTED]

Note on Boston University Personnel: Salaries for staff are set by the Boston University (BU) Office of Human Resources and are monitored for appropriateness and equity within the institution. Salaries for faculty are set and monitored by the BU School of Public Health and BU School of Medicine within the appointments and promotions system of the Boston University Provost's Office. Named positions are budgeted based on current salaries. Unnamed positions are budgeted in accordance with salary ranges made public at bu.edu/hr. Annual merit increases of approximately 3% for BU employees are accounted for in each project year, and will be determined and distributed based on guidance from the University.

Co-Principal Investigator (Laing)

As Principal Investigator, Dr. Richard Laing is responsible for the overall performance of the project and is accountable to the donor for the attainment of Project goals and objectives. He is the senior manager responsible for development of strategies, protocols, and reports. He is responsible for monitoring the progress of the project against milestones and benchmarks, and communicating regularly with the donor. He is responsible for ensuring the stewardship of Project funds and assuring compliance with all federal regulations. Dr. Laing also represents the project's technical agenda with other stakeholders. He will contribute 3.75% effort during the project period. Regular conference calls will be conducted in which the Novartis team can discuss technical aspects of the project implementation.

Co-Principal Investigator (Wirtz)

As a project Co-PI, Dr. Veronika Wirtz is responsible together with Dr. Laing for the overall performance of the project and is accountable to the donor for the attainment of Project goals and objectives. Together with Dr. Laing she represents the project's technical agenda to other stakeholders. She will also contribute to provide technical input into the design, methods and actual intervention framework of the project. She will assist the PI in overseeing the implementation of the project. Dr. Wirtz will contribute 6.25% effort during the project period.

Co-Investigator (Rockers)

As a project Co-Investigator, Dr. Peter Rockers will provide technical input into the design, methods and actual intervention framework of the project. He will help coordinate fieldwork activities during baseline, midline, and endline data collection. He will spend time in Kenya overseeing critical aspects of fieldwork when appropriate. He will contribute 7.5% effort during the project period.

Co-Investigator (Vian)

As a project Co-Investigator, Dr. Taryn Vian will provide technical input into the design, methods and actual intervention framework of the project. She will direct the qualitative aspect of the study. She will contribute 2.5% effort during the project period.

Co-Investigator (Onyango)

As a project Co-Investigator, Dr. Monica Onyango will contribute to logistical planning for fieldwork, and will help coordinate relationships with local partners in Kenya. She will spend time in Kenya overseeing critical aspects of fieldwork when appropriate. She will contribute 7.5% effort during the project period.

DrPH Student Research Fellow (Ashigbie)

DrPH Research Fellow, Paul Ashigbie, will help coordinate fieldwork activities during baseline, midline, and endline data collection and data cleaning and management. He will spend extended periods of time in Kenya supporting critical aspects of fieldwork. He will develop the manuals for trainers, field workers and supervisors. He will contribute 60% effort throughout the proposed project period.

Program Manager (TBD)

A Program Manager will oversee the administrative, human resources, implementation, logistics, financial oversight, communications, financial operations and overall administrative needs of the project. In consultation with the PI, this position is responsible for the smooth execution of the grant. She will be responsible for the management of all administrative details needed from Boston for the study including financial tracking, compliance, and liaising with the Novartis Access administrative offices. The Program Manager will contribute 25% effort during the project period.

Graduate Students (TBD)

One MPH student has been included in the budget to contribute to the qualitative data analysis. He or she will contribute 30 days of effort over the course of the project period.

B. FRINGE BENEFITS

As of July 1, 2017, the approved fringe benefit rate for grant activities is 26.6% for non-federally funded projects. This rate applies to BU professional employees. The fringe benefit plan includes: health, dental, and life insurance; retirement plans, and travel insurance. The fringe benefit rate for students is 8.8%.

C. TRAVEL

A note on travel cost estimates: BU policy requires all staff to travel economy class. BU utilizes BCD Travel, BU's approved travel vendor, for flight purchases. For all projects, BU applies GSA and Department of State per diem rates; transit per diem rates reflect 75% of the GSA/Department of State per diem rate. The following narration references base costs, while budgeted costs reflect an annual inflation rate of 3%. We use the following cost estimates:

International Travel - Kenya: International travel is budgeted for investigators to travel to Kenya in 2018. In 2018, a total of three trips are budgeted to support planned endline activities. One trip is budgeted with an estimated duration of 7 days (2 days in transit, 5 days in Nairobi). The other two trips are budgeted with an estimated duration of 12 days (2 days in transit, 10 days visiting field sites in Kenya). Actual travel costs will be applied, but travel has been budgeted using the following parameters:

Field Visits

Transport (*Boston – Nairobi*)

Per diem (*transit*)

Per diem (*Nairobi*)

Visa