

## Work Order # 2

This Work Order # 2 (“**Work Order**”) is made and entered into on April 1, 2017 (“**Work Order Effective Date**”) by and between **International Federation of Pharmaceutical Manufacturers and Associations**, located at Chemin des Mines 9, 1211 Geneva 20, Switzerland (“**IFPMA**”) and **Trustees of Boston University**, located at 25 Buick Street, Boston, MA 02215, USA (“**University**”), hereinafter jointly referred to as the “**Parties**.”

WHEREAS, IFPMA and University have entered into a Master Services Agreement dated 1 November 2016 (the “**Master Agreement**”) which shall govern this Work Order; and

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

WHEREAS, IFPMA desires that University provide certain services with respect to IFPMA’s project entitled IFPMA Metrics, Tracking and Evaluation (the “**Project**”).

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

1. **Project Specifications.** University 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 University, IFPMA agrees to pay to University 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 IFPMA in writing, the total payments for Services under this Work Order shall not exceed \$1,274,205 US Dollars, exclusive of any applicable taxes.

2.2 In addition, IFPMA will pay the pass-through expenses identified in the Budget set forth in **Appendix B**, or as reasonably required to be incurred by University in connection with the Services (such as for travel following IFPMA’s travel policy and international courier charges), subject to production of receipts or other evidence of payment, all as preapproved in writing by IFPMA. 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) University 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 business/2nd 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 seven (7) 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 USD 0.30 per mile.
- (f) Accommodation: Reasonable accommodation to be agreed with IFPMA in advance.  
Hotels where IFPMA has special price arrangements have to be chosen whenever possible.

Except as otherwise pre-approved by IFPMA in writing, the total payments for pass-through expenses under this Work Order shall not exceed \$1,274,205 US Dollars, exclusive of any applicable taxes.

2.3 University 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 University and IFPMA; (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 University to promote, recommend, require the use of or list on any formulary, any pharmaceutical or biopharmaceutical product(s) manufactured, produced or distributed by any pharmaceutical company; 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:

University Contracting Contact: William P. Segarra, JD, MPH  
Title: Director of Contracting  
Address: Boston University, Office of Sponsored Programs, 25 Buick Street, Suite 200  
Boston, MA 02215, USA  
Tel.: (617) 353-6151  
Fax: (617) 353-6740  
Email: segarra@bu.edu

University Project Administration Contact: Dr. Richard Laing  
Title: Professor, Global Health  
Address: Boston University, Center for Global Health & Development, Crosstown Center,  
3rd Floor, 801 Massachusetts Avenue, Boston, MA 02118, USA  
Tel.: (617) 414-1445  
Fax: (617) 414-1261  
Email: richardl@bu.edu


IFPMA Contact: Brendan Shaw  
Title: Assistant Director General  
Address: Chemin des Mines 9, P.O. BOX195, 1211 Geneva 20, Switzerland  
Tel.: + 41 22 338 32 23  
Email: b.shaw@ifpma.org

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.

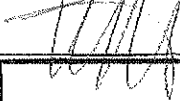
**5. Incorporation by Reference; Conflict.** The provisions of the Master Agreement are expressly incorporated by reference into and made a part of this Work Order. By signing this Work Order, the Parties hereto (if not Parties to the Master Agreement) agree to adhere to the terms and conditions of the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

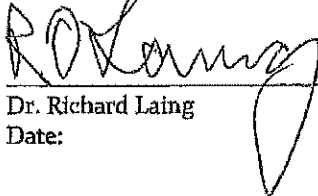
**IFPMA**

By:   
Name: BRENNAN SHAN  
Title: ASSISTANT DECEAN GENERAL  
Date: 23/11/2016  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TRUSTEES OF BOSTON UNIVERSITY**


By:   
Name: William P. Segarra  
Title: Director of Contracting, Sponsored Programs  
Date: 11/23/2016  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Read and Acknowledged:

 (SOW2)  
Dr. Richard Laing  
Date: \_\_\_\_\_

**List of Appendices:**

Appendix A: Project Specifications  
Appendix B: Budget



## Appendix A Project Specifications

### Scope of Work (SOW)

#### *SOW 2: Apply MTE framework*

*SOW 2* includes the following specific activities:

- Hold Company training sessions
- Support development of Company protocols
- Develop and manage interactive website
- Manage and verify Company data
- Generate internal and external annual reports
- Convene annual workshop
- Develop case studies of program achievements

In *SOW 2*, the team will work with Participating Companies to apply the MTE framework as the Participating Companies initiate or expand their programs. The BU team will coordinate the application of the framework and assist in its application by individual Participating Companies to ensure consistent approach.

Three in person training sessions will support the companies in implementing the framework and identifying challenges that may be unique to their specific initiatives. The location for the training sessions would be agreed in coordination with the Participating Companies. Tentatively, Geneva, New York and Tokyo have been budgeted. The BU team has expertise in a broad set of program evaluations and disease areas and can assist companies to account for program specific applications during the training.

Support to participating companies will be provided via the training sessions. Additional support would be provided through electronic meetings which will be scheduled on mutual agreement spaced throughout the period covered by *SOW 2*. The Project Director will be in charge of the interaction with Participating Companies and agree during the first meeting on the level of effort needed by the BU Team to support the company. It is expected that some Participating Companies need less support than others depending on the number of partnership programs,

their complexity and the capacity of staff available. The current SOW 2 does not include on-site training for individual Participating Companies.

A centralized reporting system, designed under SOW 1, will serve as a platform for internal and external data report. It will support data aggregation, analysis, and reporting partnering programs. Our team will administer and manage the system, verify the data, and develop and disseminate internal and external reports. The first annual external report will be ready for January 2018 and the second for January 2019. SOW3 will include the third annual report in January of 2020.

In early 2018, the first annual meeting of Participating Companies will be held at Boston University to share successes and challenges in the application of the framework and to outline next steps. The meeting will provide ample room for Participating Companies to present their results and share lessons learned in the application of the framework. The meeting is targeted mainly at Participating Companies but open to those companies interested and not yet part of the reporting companies. Experts in program evaluation will be invited as speakers to provide an overview of innovative trends in M&E science relevant to the project and provide good practice example of other networks sharing methodology, program outputs and outcomes.

Finally, the BU team will use data submitted by companies to develop a set of case studies, with the aim of documenting program achievements and demonstrating the value of the MTE framework.

*SOW 2 deliverables:*

- An interactive website for data upload and management;
- Production of annual internal and external reports;
- Facilitation of annual workshop for Participating Companies;
- Case studies based on submitted Company data.