

**Master Services Agreement**

**made on \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_ (the “Effective Date”)**

between

**Drugs for Neglected Diseases *initiative***, a Swiss foundation having its principal office at 15 chemin Louis-Dunant, 1202 Geneva, Switzerland ("**DNDi**");

and

< **complete name of organization** >, a < complete > incorporated under the laws of < complete >, having its principal office at < complete >, and its Affiliates (”**CRO**”),

hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**

DNDi’s mission is to develop safe, effective and affordable new treatments for patients suffering from neglected diseases and to ensure equitable access to such treatments.

The CRO possesses expertise in providing services in < describe the activity >.

Both DNDi and CRO desire to enter into this Master Services Agreement (the “**Agreement**”) for the purpose of defining in advance the terms and conditions which will govern the relationship between the Parties.

**IT WAS THEREFORE AGREED AS FOLLOWS**:

1. Definitions

In this Agreement the following terms shall have the following meaning:

“**Affiliate**” shall mean, with respect to either Party, any entity or person that directly or indirectly controls, is controlled by or is under common control with such Party; “control” shall mean (a) the possession, directly or indirectly, of the power to direct the management or policies of a company, whether through the ownership of voting securities, by contract or otherwise, or (b) the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of a company.

“**GxP**” means any applicable good practice quality guidelines and regulations (with x standing for example for Manufacturing, Laboratory, Storage, Distribution).

"**Key Personnel**" shall mean those managers and other senior members of the CRO team communicated in writing to DNDi from time to time.

**“Materials**" shall mean any tangible chemical, biological, or physical research materials, including compounds, information concerning the research material, and documentation that are furnished by DNDi to CRO;

“**Services**” shall mean the particular activities to be performed by CRO.

1. Provision of Services
   1. CRO agrees to diligently perform the Services as set out in separate written statement signed by both Parties (the “**Work Order**”).
   2. No Work Order shall be binding until duly executed by both Parties. Each Work Order shall be made part of this Agreement. The terms and conditions of this Agreement are hereby incorporated into each Work Order.
   3. Each Work Order shall include the following details [please use the Work Order Check List to verify that all information is included in the WO drafted by the CRO]): detailed description of the Services to be performed, an outline protocol (setting forth the tests and activities to be performed, the methods, deliverables) (the “**Protocol**”), and timelines, any applicable current GxP or national or regional regulations as appropriate, the costs associated with the performance of the Work Order, payment schedule and other relevant matters that Parties might deem necessary. Pursuant to the agreements reached between the Parties, the Protocol will be provided by DNDi or prepared by CRO under DNDi's direction and approved by DNDi. If requested by DNDi, CRO will assist DNDi in developing the Protocol in a manner consistent with current GxP.
   4. In the event of a conflict between this Agreement and any Work Order, the provisions of this Agreement will prevail, unless the Work Order specifically acknowledges the conflict and expressly states that the conflicting Work Order controls.
   5. Any changes to any of the provisions of the Work Order may result in a change in the price of the Services and in the estimated completion date, and any such change shall be subject to a mutually agreed written amendment to the relevant Work Order.
   6. Unless otherwise agreed in advance with DNDi in writing, CRO shall not be entitled to subcontract or assign the performance of any of the Services to a non-Affiliate. In the event CRO subcontracts any of its obligations under this Agreement, CRO is responsible for causing the subcontractors to comply with the terms of this Agreement and shall remain solely liable to DNDi for any breach of this Agreement by such subcontractors.
2. Remuneration and Payment Schedule
   1. In consideration for CRO's performance of the Services and for all the rights granted to DNDi under this Agreement, DNDi shall pay CRO the amount set forth in each Work Order. All costs and fees are exclusive of VAT (Value Added Tax) which DNDi agrees to pay if applicable and stated in the Work Order.
   2. Unless otherwise agreed between the Parties in a Work Order, CRO shall not be entitled to get or claim from DNDi any remuneration or payment whatsoever in excess of the total amount set out in a related Work Order. Any pass-through costs will be charged to DNDi at actuals provided that DNDi gave its prior consent.
   3. Invoices shall indicate the Work Order number and be presented according to the payment schedule set out in the Work Order. Invoices shall be sent to the following address:

Finance Officer

Drugs for Neglected Diseases initiative (DNDi)

15 Chemin Louis Dunant

1202 GENEVA

SWITZERLAND

Tel: +41 22 906 92 62

Fax: +41 (0)22 906 92 34

Email: [dtourki@dndi.org](mailto:dtourki@dndi.org)

With a copy to: Accounting Manager

Email: olacroix@dndi.org

* 1. DNDI will pay CRO within thirty (30) days of date of receipt of the invoice containing all relevant banking information, provided that the relevant milestones have been achieved to DNDi’s satisfaction. Payment shall be made by a bank transfer in the currency specified in each Work Order. If appropriate, the Work Order budget will indicate the applicable currency conversion rate.

Financial Audits

* 1. CRO shall maintain the original of receipts for all direct costs included in the invoices and make them available upon DNDi’s request.
  2. During the Term and five (5) years thereafter, CRO shall allow DNDi or its representatives, at no additional charges to DNDi, to audit any remuneration and payment of expenses made under this Agreement. DNDi or its representatives shall have access to the relevant books and records CRO, necessary or useful to determine the accuracy of any delivered financial report.
  3. The Parties acknowledge and agree that the audit rights under clause 3.6 and clause 9 include timely and reasonable access to CRO’s personnel for the purpose of interview and discussion related to any documents. Any audit will be performed with at least fifteen (15) working days’ advance written notice, during CRO’s standard business hours and in a manner intended not to unreasonably interfere with CRO’s business.

1. Standard of Performance
   1. CRO shall diligently perform the Services set forth in each Work Order in strict accordance with the Protocol, the terms and conditions contained herein and all applicable statutes, rules and regulations, relevant professional standards, CRO's standard operating procedures (SOPs), current GxPs as referred to in the Work Order and written instructions of DNDI.
   2. CRO shall comply with all applicable laws, regulations and guidance documents for the care, welfare and ethical treatment of animals in the country where the animal studies are being performed. CRO further agrees to comply with the “3Rs” Principles – reducing the number of animals used, replacing animals with non-animal methods whenever possible and refining the research techniques used.  All work must be conducted in adherence to the core principles for animals identified below.  Local customs, norms, practices or laws may be additive to the core principles, but CRO agrees to comply, as a minimum, with these core principles:  (i) access to species appropriate food and water; (ii) access to species specific housing, including species appropriate temperature and humidity levels; (iii) access to humane care and a program of veterinary care; (iv) animal housing that minimizes the development of abnormal behaviours; (v) adherence to principles of replacement, reduction and refinement in the design of in vivo or ex vivo studies; (vi) review of study design and purpose by institutional ethical review panel; (vii) commitment to minimizing pain and distress during in vivo and ex vivo studies; (viii) work is performed by staff trained to conduct the procedures for which they are responsible; (ix) training is documented and verified; and (x) processes are in place to minimize animal use.
   3. CRO shall be responsible for providing the personnel (and Key Personnel if specified in the Work Order) to perform the Services, and for meeting the timelines agreed in the Work Order.
   4. DNDI shall be notified as soon as possible of any new or replacement Key Personnel. In case of contestation by DNDI about the Key Personnel assigned for particular Services, CRO will do everything possible to satisfy the DNDI's wishes in the best turn-around time.
   5. CRO undertakes to promptly inform DNDi in writing in case of (i) any problem, difficulties or unexpected results with regards to the Services; and (ii) any anticipated delay in complying with the timeframe set forth in the Work Order. The Parties shall in good faith agree on the way to solve such problem or delay.
2. Reporting
   1. CRO will provide to DNDi a report upon completion of the Services. If agreed in a Work Order, CRO shall provide interim reports on the progress of the Services at the frequency specified by the Parties in such Work Order. The report should contain at least the experimental details, results, data and references obtained during the performance of Services.
   2. Unless otherwise specified in the Work Order, the reports will be in hardcopy (if required for regulatory reasons) and pdf format with Optical Character Recognition. Reports will be marked as "Confidential" and delivered to the representative of DNDi appointed in the Work Order.
   3. Upon reasonable request by DNDi in advance, CRO will make its employees and consultants available for telephone or video conferences to discuss the reports. Routine, collaborative discussions will occur between the Parties, as needed.
3. Material
   1. As defined in the Work Order, DNDi shall ensure that CRO has sufficient Material for the performance of the Services.
   2. CRO agrees neither to perform any physical, chemical or biological analysis other than those listed in the Work Order, nor to copy or reverse engineer, reverse compile or attempt to derive the composition or underlying information of any confidential Material.
   3. CRO shall not, for any purpose, transfer the Material to any third party without the prior written consent of DNDi.
   4. Upon completion of the Services or termination of this Agreement or a Work Order, any remaining Material supplied by DNDi will, at DNDi’s sole discretion, either be returned to DNDi (or any third party designated by DNDi) or destroyed at DNDi’s costs, unless otherwise agreed in the Work Order.
4. Raw Data
   1. All experimental data arising from the performance of the Services by CRO, including tissues, blocks, slides, records, original experimental reports and other material(s) but excluding frozen refrigerated samples and test article samples ("**Data**") will be retained by CRO in its archive free of charge for (i) a period of time in accordance with GLP standards for GLP studies; and (ii) a period of 3 years following issuance of the final report in other cases. Frozen/refrigerated samples ("**Samples**") shall be retained free of charge for (i) a period of time in accordance with GLP standards for GLP studies; and (ii) for a period of 6 months after the issuance of the final report in other cases, unless otherwise specifically agreed within the Protocol. At DNDi’s request to retain the Data or Samples for a longer period, an annual charge will be made for such retention, based on the amount and type of material retained. At the expiration of such periods, or at the request of DNDi, the Data and Samples will be returned to DNDi (or any third party designated by the DNDi) or destroyed, in any case at sole DNDi’s discretion and expenses. All such Data and Samples shall be complete and accurate and comply with applicable regulations.
   2. CRO will safely and securely store computer Data, including the software enabling the reading of such data (except for ordinary software such as excel), paper Data, Samples and other material at appropriate standard and consistent with its current SOPs.
5. Shipment

All products, materials and any deliverables shall be shipped by CRO on the basis of FCA (as defined by Incoterms 2010) from CRO’s relevant facilities, unless otherwise mutually agreed. Absent specific instructions from DNDi, CRO will select the carrier and ship freight prepaid, with the cost thereof charged to DNDi. Any shipment on behalf of DNDi to CRO will be made on the basis of DDP (as per Incoterms 2010) to CRO’s relevant facilities.

1. Laboratory Visits and Audits
   1. DNDi’s representative may visit CRO facility at which the Services are being performed at reasonable times and with reasonable frequency to monitor the progress of the performance of the Services and compliance with the Agreement. CRO will assist DNDi in scheduling such visits, and DNDi shall comply with all local rules and policies during each visit. DNDi may review, or request copies of, data derived from the Services at any time.
   2. CRO will permit audits of all relevant premises, procedures and documentation by DNDi or the DNDi's appointed agents and will cooperate in good faith and to provide its assistance during such audits. DNDi has the right to one (1) routine audit per calendar year. In addition, DNDi has the right to audit "for cause" as a result of special circumstances such as announcement of a regulatory inspection or quality related issues.
2. Regulatory inspections

CRO shall notify immediately DNDi in the event that CRO’s facilities are the subject of an inspection by any duly authorized agency of national or regional government which may involve the subject matter of this Agreement. CRO shall inform DNDi of the result of any such regulatory inspection which directly concerns or affects the Services.

1. Confidential Information
   1. In this Agreement, Confidential Information means any data or information of any kind which is disclosed in any form or medium by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) under this Agreement, including data or information disclosed for the preparation of possible Work Orders, the Protocols as well as the Material made available by DNDi, the information generated through the Services and any report prepared by CRO for DNDi, and which is marked in writing as confidential, or, if disclosed orally, is summarized in writing and so marked within thirty (30) days.
   2. The Receiving Party agrees to keep strictly confidential all Confidential Information and to refrain, without the prior written permission of the Disclosing Party, from (a) using any part thereof for any purpose other than for the performance of this Agreement or any Work Order and (b) disclosing any part thereof to any third party except only to those of the officers, employees, consultants, agents, subcontractors (if any) and representatives who shall need to have access to the Confidential Information for the purpose of the performance of this Agreement or any Work Order and who shall be subject to non-use and non-disclosure obligations at least as strict as those set out in this clause 11.2. The Receiving Party shall be liable to the Disclosing Party for any unauthorized use and/or disclosure of the Confidential Information of the Disclosing Party by its officers, employees, consultants, agents, subcontractors and representatives.
   3. The obligations of a Receiving Party under clause 11.2 above shall not apply to the extent that such Receiving Party can demonstrate by written records that the corresponding Confidential Information:
2. was in the public domain prior to the time of its disclosure under this Agreement;
3. entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party or its employees, consultants, agents, subcontractors or representatives;
4. was independently developed or discovered by employees, consultants, agents, subcontractors or representatives of the Receiving Party without use of or access to the Confidential Information;
5. was disclosed lawfully to the Receiving Party by a third party having no obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; or
6. is required to be disclosed to comply with applicable laws or regulations or to comply with a court or administrative order, in each case provided that the Disclosing Party receives prior written notice of the required disclosure as soon as possible after it is known and that the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.
   1. At any time upon request of the Disclosing Party for any reason, the Receiving Party shall promptly return (and shall cause its officers, employees, consultants, agents, subcontractors and representatives to return promptly) to Disclosing Party all Confidential Information in any form, including all copies or extracts thereof in its possession. The Receiving Party may retain one (1) archival copy of the Confidential Information provided by the Disclosing Party in a limited access file for purposes of monitoring of its ongoing obligations hereunder and to comply with any applicable regulatory requirements.
   2. The confidentiality obligations under this clause 11 shall continue after the termination or expiry of this Agreement until the Confidential Information falls within any of the exemptions listed in clause 11.3 above and shall no longer be considered as confidential.
7. Ownership
   1. All inventions, discoveries, improvements and know-how (whether patentable or not) arising out of, as well as all data, analysis of data, methods and descriptions thereof, information, materials and reports generated through the performance of the Services by CRO under this Agreement (“**Results**”) including without limitation patents, trade secrets and copyright relating thereto shall vest exclusively in DNDi which shall have the sole and exclusive right to claim and seek legal protection thereupon and to use the same in any manner which it sees fit. To the extent that any Result does not vest automatically in DNDi, CRO hereby irrevocably and unconditionally assigns to DNDi all right, title and interest in and to all such Result, and will execute – and will cause its employees and consultants to execute – all documents which may be necessary to give effect to this provision. Upon DNDi’s request, CRO shall provide DNDi with reasonable assistance to apply for patent protection covering the Results, at DNDi’s expense.
   2. For the avoidance of doubt, all Material shall be owned absolutely by DNDi and CRO shall have no rights to such Material other than the right to use Material for the purpose of providing the Services.
   3. CRO shall retain all rights to any methods, processes, software, technology and know-how of general application acquired or developed by CRO before or outside any Work Order (“**CRO Core Technology**”) and that CRO may use to perform the Services for DNDi under this Agreement. CRO hereby grants to DNDi a non-exclusive, royalty-free, worldwide, perpetual license with right to sublicense any and all intellectual property rights in CRO Core Technology for use in the field of neglected diseases to the extent necessary to use or obtain the benefit of deliverables provided by CRO to DNDi under this Agreement.
8. Representations and Warranties
   1. CRO represents and warrants that all necessary consents, approvals and authorizations of governmental authorities and other persons required to be obtained related to the performance of the Services have been obtained.
   2. CRO represents and warrants that in the provision of the Services, it will not infringe a valid patent, trade secret, copyright, or other intellectual property rights of a third party.
   3. CRO represents and commits that (i) the negotiation and the performance of this Agreement did not and shall not give rise to any act of corruption or fraud; (ii) it has anti-fraud and anti-corruption mechanisms in place which are effectively implemented throughout the term of this Agreement; and it will notify DNDi at [ethics@dndi.org](mailto:ethics@dndi.org) about any serious suspicion or proven case of fraud or corruption impacting directly or indirectly DNDi.
9. Liability and Indemnification
   1. The CRO shall be solely responsible and liable for the consequences of any breach of this Agreement, wilful misconduct or negligence of any of its employees, consultants, subcontractors or agents in providing the Services hereunder and that it shall fully defend, indemnify and hold harmless DNDi, its directors, officers, employees, consultants and agents, from and against all liabilities, costs and expenses (including reasonable attorneys' fees and court costs), which DNDi or any of its directors, officers, employees, consultants or agents may incur or suffer as a result thereof.
   2. In the event CRO commits a technical error in the performance of the Services which renders the Results of the Services in whole or in part unacceptable to a regulatory agency to which DNDi intends to submit such Results, CRO’s obligation to DNDi shall be, at DNDi’s sole discretion and without prejudice to any other rights and remedies, to either repeat the defective part of the Services at CRO's own cost or refund to DNDi the amount paid by the latter for the defective part of the Services. In the first case, DNDi will provide the Materials for the performance of the Services at CRO's expense; in the second case, CRO will reimburse DNDi the cost of the Materials.
   3. DNDi will defend, indemnify and hold harmless CRO and its directors, officers, employees, consultants and subcontractors from and against all liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from any third party claim, action or lawsuit or other proceeding and resulting from the use by CRO of the Material, except to the extent arising from any breach of this Agreement, wilful misconduct or negligence of CRO and any of its directors, officers, employees, consultants or subcontractors.
   4. Each Party shall promptly notify the other Party of any claims for which it intends to seek indemnification from the other Party, and shall provide reasonable assistance and cooperation to the other Party in defending any such claims. The indemnifying Party may, at its option and expense, control the defense of such claims. In such case the Party to be indemnified may, at its option and expense, be represented by its own counsel in any such claim. A Party seeking indemnification from the other Party cannot admit liability, compromise or settle a case, or incur any litigation costs, without the prior written consent of the other Party.
   5. Neither Party shall have any liability for any indirect or consequential damages, including, but not limited to the loss of opportunity, loss of use, or loss of revenue or profit, in connection with or arising out of this Agreement.
   6. Neither Party shall be liable for any breach or default in performing its obligations hereunder if such breach or default is caused by any act of god, flood, fire, explosion, earthquake, casualty or accident, or war, revolution, civil commotion, act of terrorism, blockage or embargo, or any unexpected government injunction, order or regulation, or any other occurrence beyond the reasonable control of a Party that prevents or substantially interferes with the performance by such Party of any of its obligations hereunder (“**Force Majeure**”). The Party claiming Force Majeure must promptly inform the other Party of such event and, in accordance with the other Party, must take all measures necessary to limit the consequences of such Force Majeure event, and resume performance of the Services as soon as reasonably possible following cessation of such Force Majeure event.
   7. CRO hereby agrees that it shall maintain an adequate insurance policy with a reputable insurance company for covering its liability under this clause 14. If required by DNDi, CRO shall provide DNDi with a copy of such insurance policy and with appropriate evidence of payment of all premiums due thereunder.
10. Term and Termination
    1. This Agreement comes into effect on the Effective Date and shall remain in effect during <complete > years from the Effective Date. The expiry of this Agreement shall not automatically terminate ongoing Work Orders which will be completed according to the agreed conditions if not expressly terminated in writing.
    2. Either Party may terminate this Agreement and any Work Order with immediate effect upon written notice if the other Party is declared insolvent, enters into liquidation, has an administrator or receiver appointed over all or any part of its assets, or makes a composition or arrangement with its creditors.
    3. DNDi may terminate any Work Order:

1. for any reason at any time immediately upon written notice to CRO;.
2. if CRO is in default or in breach of any of its obligations under this Agreement or any Work Order, upon thirty (30) day written notice stating its intent to terminate if such default or breach has not been remedied within the thirty (30) day period;
3. upon written notice with immediate effect if a Force Majeure event as described in clause 14.6 occurs and persists over two (2) months.
   1. The termination of a specific Work Order shall not mean termination of this Agreement or of any other ongoing Work Orders.
   2. In the event of termination of a specific Work Order:
4. CRO and DNDi will promptly agree a close-out schedule and CRO will cease performing all work not required for the orderly close-out of the Services or to comply with legal requirements.
5. CRO shall (i) inform DNDi of the extent to which performance of the Services has been completed till the date of termination; (ii) deliver to DNDi any and all interim Results obtained in course of performance of the Services; and (iii) return to DNDi Materials as per clause 6 hereof.
6. DNDi shall have no further obligation to CRO under the Work Order, except to pay those accrued fees due to CRO based on Services duly performed up to the date of termination or, if applicable, close-out of the Services and reimburse justified out-of-pocket expenses incurred or irrevocably committed by CRO until the date of receipt of DNDi’s notice of termination, as evidenced by vouchers.
   1. The obligations mentioned under clauses 6, 7, 9, 10, 11, 12, 14, 16 shall survive expiration or termination of this Agreement or any Work Order, as well as any other obligation which by its nature is intended to survive.
7. Publicity

Neither Party shall without the written consent of the other Party advertise, publicly announce or provide to any third party information relating to the existence or details of this Agreement or any Work Order or use the other Party’s name in any format for any promotion, publicity, press release or advertising purpose.

1. Successors and Assigns

CRO may not assign or otherwise transfer, without prior written consent of DNDi its rights, duties or obligations under this Agreement, in whole or in part, to any person or entity, except to an Affiliate or in connection with the sale of all or substantially all of its assets or business to which this Agreement relates whether by way of merger, sale of stock or assets or similar transaction, provided that the CRO provides written notice within thirty (30) days to DNDi of such assignment. Any such attempted assignment or transfer by CRO without the written consent of DNDi shall be void. Subject to the foregoing restrictions on assignment, this Agreement (including related Work Order) shall be binding upon CRO, assigns, and successors and shall inure to the benefit of DNDi, its successors and assigns.

1. Notice

Any notice which either Party may be required to give the other Party under this Agreement will be addressed in writing to the representatives of the Parties appointed in the Work Order at the following addresses or facsimile numbers:

If to CRO: < complete >

Fax: < complete >

If to DNDi: < complete >

DNDi

15 chemin Louis Dunant

CH-1202 Geneva

Switzerland

Fax: + 41 22 906 92 31

For legal matters:

Dominique Junod

Head of Legal

Tel: +41 (0)22 90692 30/+41 (0)2290692 55

Fax: +41 (0)22 90692 34

Email: [djunod@dndi.org](mailto:djunod@dndi.org)

Any notice deemed to be duly given (i) on the date of receipt if delivered by hand or sent by certified or registered mail return receipt requested or (ii) on the date of the confirmed facsimile transmission or, postage prepaid.

1. Applicable law and dispute resolution
   1. This Agreement is governed by and will be construed in accordance with the laws of Switzerland.
   2. The Parties shall use their best reasonable endeavors to resolve amicably any dispute which may arise between them in relation to this Agreement. If the dispute is not settled within thirty (30) days from the first discussion, it shall be submitted exclusively to the competent courts of the Canton of Geneva, Switzerland, subject to appeal to the Swiss Federal Tribunal in Lausanne [Change into an arbitration clause[[1]](#footnote-2) if CRO outside of Europe and US].
2. Miscellaneous
   1. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. The Parties will promptly agree upon replacement provisions for such invalid provisions which approximate as closely as possible the spirit and intent of the invalid provisions.
   2. This Agreement, together with the Work Orders constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether verbal or written, concerning the subject matter hereof [to be adapted if DNDi has by the past executed Research Services Agreement with the CRO for specific services[[2]](#footnote-3)].
   3. This Agreement may not be amended except in writing signed by both Parties. This Agreement may be executed in two counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
   4. No waiver of any term or condition of this Agreement in any instance shall be deemed to be or construed as a further or continuing waiver of such term or condition or of any other term or condition of this Agreement.
   5. The Parties hereto are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. Neither Party has the authority to bind the other to any commitment whatsoever or shall hold itself out to third parties as having such authority.

**IN WITNESS THEREOF**, this Agreement has been executed by the Parties hereto through their duly authorized representative as of the Effective Date set forth above.

|  |
| --- |
| Duly authorized on behalf of  Drugs for Neglected Diseases *initiative* |
| Signed: |
| Name: |
| Title: |

|  |
| --- |
| Duly authorized on behalf of  Drugs for Neglected Diseases *initiative* |
| Signed: |
| Name: |
| Title: |

|  |
| --- |
| Duly authorized on behalf of  < complete > |
| Signed: |
| Name: |
| Title: |

**Work Order Check List (to be checked by DNDi’s collaborator)**

**Each Work Order shall include the following items, some of which may however not be applicable:**

**(We suggest some wording hereunder; the Work Order template used by the CRO may differ from the suggested wording, but the idea must be stated)**

|  |  |
| --- | --- |
|  | Parties (possibly CRO Affiliate) |
|  | Work Order ID, number |
|  | Dates of entry into force and of completion:  The Services shall start on the < complete date > be completed by < complete date >. |
|  | The Work Order is a part of Master Services Agreement dated \_\_\_\_\_\_\_\_\_\_ between the Parties (“**MSA**”):     1. This Work Order forms an integral part of the MSA. All provisions of the MSA apply to this Work Order. 2. Capitalised terms contained in this Work Order shall have the same meaning as ascribed to them in the MSA, except to the extent that a term is specifically defined with a different meaning in this Work Order;   In case the Work Order is signed by a CRO Affiliate (i.e. the work is undertaken by a CRO Affiliate) :  By its signature of the Work Order, the CRO Affiliate accepts the terms and conditions of the MSA. |
|  | Services: detailed description of the Services to be performed. |
|  | Protocol: title; date; tests and activities to be performed, the methods, deliverables) (the “**Protocol**”) (to be attached to the Work Order) provided by < complete > (see clause 2.3 of MSA). |
|  | Timelines for the performance of the Services. |
|  | Communication on work progress: manner, frequency, type of information. |
|  | Materials provided to CRO by or on behalf of DNDi. |
|  | Remuneration/expenses and payment schedule:  Total price for the performance of the Services is: <complete > which shall be paid by DNDi pursuant to the following schedule (include the associated milestone):  VAT if applicable  Currency & if necessary the applicable currency conversion rate. |
|  | Reporting: CRO shall deliver to DNDi a report upon completion of the Services AND an interim report at < complete>. |
|  | Any applicable current GxP or national or regional regulations as appropriate. |
|  | Shipment: destination, cost (if not included in the overall cost). |
|  | Responsible & Contact details of CRO (Key Personnel)  Responsible & Contact details of DNDi |

1. **Alternative wording:** The Parties shall use their best reasonable endeavors to resolve amicably any dispute which may arise between them in relation to this Agreement. If the dispute is not settled within thirty (30) days from the first discussion then it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Geneva, Switzerland, and the language of the arbitration proceedings shall be English. [↑](#footnote-ref-2)
2. **Alternative wording:** This Agreement, together with the Work Orders constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether verbal or written, concerning the subject matter hereof, except any prior Confidentiality Agreement or Research/Technical Services Agreements for a specific project which may have been entered by the Parties, and which shall continue to apply. [↑](#footnote-ref-3)