

NON-BINDING MEMORANDUM OF UNDERSTANDING
BETWEEN
PATH
AND
THE UNITED NATIONS FOUNDATION (UNF) ON BEHALF OF THE DIGITAL IMPACT ALLIANCE

PATH is a non-profit organization, located at 2201 Westlake Avenue, Suite 200, Seattle, WA, 98121, USA, whose mission is to improve the health of people around the world by advancing technologies, strengthening systems, and encouraging healthy behaviors; and

The United Nations Foundation (UNF) on behalf of the Digital Impact Alliance (DIAL), an initiative of UNF, a non-profit organization, located at 1750 Pennsylvania Avenue NW, Suite 300, Washington DC 20006 (PATH and DIAL each individually a "Party" and collectively, the "Parties.")

PATH and DIAL desire to explore the delegation of the responsibilities and activities of DIAL's Health Sustainability Advisory Group to PATH's digital health initiative Technical Advisory Group, as a means to collaborate in mobilizing and supporting coordinated investments in the digital health sector.

1. PURPOSE

While this Non-binding Memorandum of Understanding ("MOU") captures the mutual understanding of PATH and DIAL at the time of signing, both Parties recognize that this MOU is not a legally binding agreement. PATH and DIAL intend that the Parties will enter into an appropriate binding agreement at a later date if the Parties decide to further collaborate.

2. PROJECT OBJECTIVES

2.1 The short-term objective of this MOU is to define areas of collaboration between DIAL and PATH's digital health initiative.

2.2 The long term Project objective of the collaboration between PATH and DIAL is to delegate the responsibilities of DIAL's Health Sustainability Advisory Group to PATH's digital health initiative Technical Advisory Group to support coordinated investments in the digital health sector in order to:

- Increase the speed, number, and quality of services provided to more people at an affordable price in the developing world;
- Improve access to, understanding of and use of data for development in public service delivery and development programs;
- Foster adoption by governments, funders, and other implementers of evidence-based good practices when they fund, design, and deploy digital services;
- Increase the usefulness, efficiency, and speed of adoption of free and open source software used for humanitarian and international development purposes;
- Increase the quality of and number of partnerships between participants in the global international development community to share knowledge and software;
- Reduce the risk and cost of innovation by collaborating across international development sectors, partners, and industries;
- Connect innovators to resources to support their work through networking, assistance with strategic planning, and expert advice.

3. ROLES

3.1 It is anticipated that PATH shall:

- Draft Terms of Reference for the digital health initiative Technical Advisory Group that align with DIAL's Sustainability Advisory Group Terms of Reference and will operationalize DIAL's Health Sustainability Advisory Group.
- Undertake activities of DIAL's Health Sustainability Advisory Group as part of PATH's digital health initiative Technical Advisory Group.
- Provide a delegate to the Platform Service Center's Governance Advisory Board, as well any other DIAL Domain Advisory Groups and/or Technical Steering Committees as mutually deemed appropriate and feasible.
- Collaborate on the development of DIAL's Community Maturity Model.

3.2. It is anticipated that DIAL shall:

- Delegate the responsibilities for its Health Sustainability Advisory Group to PATH's digital health initiative Peer Review Committee, under the approval of the Platform Service Center's Governance Advisory Board (GAB).
- Provide a delegate to PATH's digital health initiative Governing Board.
- Provide delegates to relevant committees of PATH's digital health initiative Technical Advisory Group including the Peer Review Committee.

3.3. It is anticipated that Both Parties jointly shall:

- Identify and align resources (fiscal and in-kind) for work plans and proposals approved by PATH's Technical Advisory Group's Peer Review Committee.
- Advocate on behalf of the Technical Advisory Group and Health Sustainability Advisory Group.
- Provide technical guidance to global goods in digital health.

4. FUNDING.

Each Party will bear its respective costs, if any, relating to the activities, including any travel, under this MOU.

5. INTELLECTUAL PROPERTY.

5.1 Nothing in this MOU shall be construed as granting either Party any right, title, license, or other interest in any patents, trademarks, copyrights, or other intellectual property of the other Party.

6. CONFIDENTIALITY

All information disclosed by either Party (the "Disclosing Party") in connection with this MOU, which is marked as "Confidential" or which should reasonably be understood as confidential based on the circumstances of its disclosure, shall be deemed "Confidential Information." Confidential Information of the Disclosing Party may not be used by the other Party (the "Receiving Party"), or any agent or representative of the Receiving Party, for any purposes other than in furtherance of this MOU and the activities described herein, and may not be disclosed under any circumstances, in whole or in part, by the Receiving Party, or any agent or representative of the Receiving Party, to any third party, except (i) at the written direction of the Disclosing Party, or (ii) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event the Receiving Party must notify the Disclosing Party prior to making any such disclosure (and shall seek confidential treatment of such information). Any disclosure of Confidential Information shall be restricted to those individuals necessary to perform the Receiving Party's obligations under this MOU. In all cases, the Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care. The Receiving Party shall advise the Disclosing Party in

writing of any misappropriation or misuse of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware. Confidential Information does not include that which:

- (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, other than under an obligation of confidentiality;
- (b) is or becomes part of the public domain other than as a result of any action or inaction of the Receiving Party;
- (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality; or
- (d) is independently developed by the Receiving Party without use of or reference to Confidential Information.

Information shall not be deemed within the foregoing exceptions if it is: (i) specific and merely embraced by more general information in the public domain or the Receiving Party's possession or (ii) a combination which can be pieced together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation, and method of use. Notwithstanding the fact that this MOU is not a legally binding agreement, the Parties hereby agree that the obligations set forth in this Section 6 shall be binding upon each of the Parties.

7. MISCELLANEOUS

7.1 Termination. Either Party may terminate this MOU upon thirty (30) days' prior written notice to the other Party. Section 5, INTELLECTUAL PROPERTY; Section 6, CONFIDENTIALITY; and Section 7, MISCELLANEOUS shall survive the expiration or termination of this MOU.

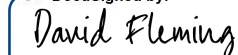
7.2 Relationship. Nothing in this MOU is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint-venture relationship between the Parties. Neither Party shall at any time be considered or hold itself out as an employee, partner, joint venturer, agent, principal, or common member of any form of business entity with the other Party. Neither Party shall have the authority to execute or modify agreements or to make commitments on behalf of the other Party.

7.3 Non-exclusivity. This MOU is nonexclusive in nature and does not affect either Party's ability to enter into agreements or affiliations with other parties.

7.4 Dispute Resolution. Any differing viewpoints or interpretations on how to put this MOU into effect, which influence the implementation of the Project, will be settled amicably by consultation between the Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Understanding in duplicate and acknowledge that they are authorized to execute same:

For BATH:



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Name: David Fleming

Title: Vice President, Public Health

Date: June 5, 2017

For UNE:



Name: Richard S. Parnell

Title: Chief Operating Officer

Date: 5/25/17