



**Institute de Recherché en Santé de Surveillance Epidémiologique et Formation (IRESSEF)  
Cheikh Anta Diop University (CADU)**

Arrondissement 4 Rue 2 D1  
Pole Urbain De Diamniado  
BP 7325, Dakar, Senegal

## **CONTRACT AGREEMENT**

**between**

**IRESSEF/CADU**  
Dakar, Senegal

**And**

**Travis Sondgerath, MS, MPH**  
Data Analyst, Quality Data & Learning  
LifePoint Health  
330 Seven Springs Way  
Brentwood, Tennessee 37027

<b>Funding Agency</b>	<b>U.S. Centers for Disease Control and Prevention (CDC)</b>
<b>Prime Awardee</b>	IRESSEF/CADU
<b>Grant No.</b>	NU2GGH002139
<b>Contract No.</b>	<b>PAC/20181120/01</b>
<b>Consultant Name</b>	<b>Travis Sondgerath, MS, MPH</b>
<b>Contract Term</b>	26 November 2018 – 30 April 2019
<b>Project Title</b>	Development of an electronic tool for tracking of equipment maintenance and calibration in PEPFAR supported countries
<b>Contract Value</b>	<b>Not to Exceed: \$19,800.00</b>

## I. INTRODUCTION

The Institut de Recherche en Santé, de Surveillance Epidémiologique et de Formation/Cheikh Anta Diop University (IRESSEF/CADU), African Society for Laboratory Medicine (ASLM), and Africa Centers for Disease Control and Prevention (Africa CDC), through a cooperative agreement with the U.S. Centers for Disease Control and Prevention (CDC), have come together to form a pan-African consortium to assist PEPFAR-supported countries to further advance and sustain access to quality-assured HIV laboratory services and bridge the gaps towards the 90-90-90 targets. The pan-African consortium will work in close collaboration with governments, local and international organizations, implementing partners, and the private sector in these countries to facilitate the coordination and integration of partnerships for the coherent mobilization of expertise available in sub-Saharan Africa; provide pan-African political leadership for the building of consensus and the development and adoption of frameworks supporting the implementation of quality-assured HIV diagnostics policies and procedures in all sub-Saharan African regions; maintain in-country networks with Ministries of Health (MOH), institutions, PEPFAR-partners and others to support the development and implementation of interventions to strengthen laboratory diagnostics, processes and systems; incorporate relevant research data and innovative approaches to improve the cost-effectiveness, dissemination and uptake of policies, tools and procedures supporting HIV-related testing; advance the laboratory profession through the update, institutionalization, standardization and harmonization of training and certification activities and through the implementation of career development tracks for trained and certified laboratory professionals of all levels; and provide a pan-African platform for communication, and data and resource sharing to support the development, implementation and M&E of evidence-based strategies to control the HIV epidemic.

THIS AGREEMENT is entered into to specify the terms and conditions under which **IRESSEF/CADU** (under the auspices of the pan-African consortium) and **Travis Sondgerath, MS, MPH** (herein referred to as the 'Consultant'), collectively referred to as "the Parties", support the project entitled "**Development of an electronic tool for tracking of equipment maintenance and calibration in PEPFAR supported countries**".

## II. CONSULTANT

### **Travis Sondgerath, MS, MPH**

Data Analyst, Quality Data & Learning  
LifePoint Health  
330 Seven Springs Way  
Brentwood, Tennessee 37027  
Phone: (615) 920-7489  
[Travis.Sondgerath@LPNT.net](mailto:Travis.Sondgerath@LPNT.net)

## III. METHOD OF SELECTION

**Travis Sondgerath, MS, MPH** has been selected to support the review, enhancement, and development of an electronic tool (eTool) for tracking of equipment maintenance and calibration in PEPFAR supported countries. Mr. Sondgerath was selected based on **sole-source** as he was the original developer and owner of the web-based electronic tool which will be optimized to support this project.

## IV. CONTRACT TERM

The period of performance for this project is from **26 November 2018 – 30 April 2019**. All work must be scheduled and completed within this timeframe. Any modifications or extensions must be negotiated in advance, and submitted to IRESSEF/CADU for review and approval.

## V. SCOPE OF WORK

The consultant will work collaborate with the pan-African consortium (PAC), AFENET, CDC, and other program partners (CLSI, Biologic Solutions, etc.) to support the following tasks:

1. Support the review of existing Nigeria/Cameroon country data (Deliverable – data reviewed, interim report; **December 2018**)
  - Analyze country-specific data
  - Work with the assigned organizations and CDC to reconcile differences in Nigeria and Cameroon data where possible
  - Identify short comings of these data with respect to the list of data elements identified by the working group as necessary to develop the of the electronic tool (eTool)
  - Compile the report and post to GitHub
2. Collaborate with and lead the IT Task Force to identify the best systems, processes and tools to meet the program goals (Deliverable – weekly calls with Task Force to support review of data and development of eTool; final list of eTool features outlined; **February 2019**)
  - Lead weekly meetings and IT Task Force conference calls (*to be scheduled in coordination with the PAC project management team*)
  - Prepare and share agenda items and progress reports for distribution to program partners
  - Development of final outline of the eTool (**February 2019**)
3. Support the development of the electronic tool, users' manual and job aids to support equipment maintenance and calibration activities (Deliverable - eTool and supporting documents developed, **March 2019; final report April 2019**)
  - Develop demonstration application by end of March 2019, post application to [shinyapps.io](http://shinyapps.io)
  - Develop metrics desired for separate dashboard for project and laboratory supervisors by end of April 2019, post application to [shinyapps.io](http://shinyapps.io). (Note: It is possible this portion may be delayed if the current data is lacking)
  - Create a final report outlining the methodology, tools used, and project summary
  - All source code and related documentation will be posted to project GitHub page
4. Share the source code and other related information necessary to allow for customization and use of the tool in other PEPFAR supported countries as needed
5. Provide technical support to program and in-country partners for testing and implementation of the eTool

**Project Preparation:** Create project Google account, GitHub, and test using Git and RStudio. Google Sheets (or other platform, TBD) will be used as the data repository for the final eTool, and all project deliverables will be managed on GitHub. A project specific account will be created and associated with GithHub, Git, and Google Sheets as needed, in order to facilitate handing the project over in the future.

## VI. DELIVERABLES

Deliverables	Invoices and Payments
<b>December 2018</b> <ul style="list-style-type: none"><li>• Review and assessment of existing Nigeria/Cameroon data (<i>task is contingent upon receipt of data from program partners</i>)</li><li>• Submission of report outlining initial review of data reviewed, potential limitations and challenges, and next steps</li><li>• Facilitate weekly meetings for the IT Task Force; submit agenda items and weekly progress reports</li></ul>	<b>December 30, 2018</b> <ul style="list-style-type: none"><li>• 5 weeks at \$900 USD/week - \$5,400 USD</li><li>• Subscription to <a href="http://shinyapps.io">shinyapps.io</a> - \$1,100 USD</li></ul>

<ul style="list-style-type: none"> <li>Participate in weekly equipment maintenance (EM) conference calls with PAC, AFENET, CDC, Biologic Solutions, CLSI, and other partners</li> </ul>	
<u>January 2019</u> <ul style="list-style-type: none"> <li>Facilitate weekly meetings for the IT Task Force; submit agenda items and weekly progress reports</li> <li>Participate in weekly equipment maintenance (EM) conference calls with PAC, AFENET, CDC, Biologic Solutions, CLSI, and other partners</li> </ul>	<u>February 01, 2019</u> <ul style="list-style-type: none"> <li>5 weeks at \$900 USD/week - \$5,400 USD</li> </ul>
<u>February 2019</u> <ul style="list-style-type: none"> <li>Facilitate weekly meetings for the IT Task Force; submit agenda items and progress reports</li> <li>Participate in weekly equipment maintenance (EM) conference calls with PAC, AFENET, CDC, Biologic Solutions, CLSI, and other partners</li> <li>Submit proposed outline and list of eTool features</li> </ul>	<u>March 01, 2019</u> <ul style="list-style-type: none"> <li>4 weeks at \$900 USD/week - \$3,600 USD</li> </ul>
<u>March 2019</u> <ul style="list-style-type: none"> <li>Facilitate weekly meetings for the IT Task Force; submit agenda items and progress reports</li> <li>Development and submission of the final eTool</li> <li>Participate in weekly equipment maintenance (EM) conference calls with PAC, AFENET, CDC, Biologic Solutions, CLSI, and other partners</li> </ul>	<u>April 01, 2019</u> <ul style="list-style-type: none"> <li>4 weeks at \$900 USD/week - \$3,600 USD</li> </ul>
<u>April 2019</u> <ul style="list-style-type: none"> <li>Participate in weekly equipment maintenance (EM) conference calls with PAC, AFENET, CDC, Biologic Solutions, CLSI, and other partners</li> <li>Submit electronic tool, users' manual and job aids necessary for transition of the eTool to implementing partners</li> <li>Provide training and support to partners on use of the eTool</li> <li>Submit final report outlining the methodology, tools used, and project summary</li> <li>Submit source code and other related information necessary to allow for customization and use of the eTool in other PEPFAR supported countries</li> </ul>	<u>May 01, 2019</u> <ul style="list-style-type: none"> <li>4 weeks at \$900 USD/week - \$3,600 USD</li> </ul>

In addition to the above, the Consultant may be requested to provide reports on project progress from time to time in order to facilitate management and oversight of project tasks and outcomes, and budget status. Failure to submit the progress and financial reports on or before the dates indicated above may impact receipt of future funding under this award.

## VII. METHODS OF ACCOUNTABILITY

The Consultant's performance and delivery of measurable items (as outlined in [Section VI](#)) will be supervised and monitored by the IRESSEF/CADU Principal Investigator, or designee. The Consultant will participate in monthly conference calls with the pan-African consortium team, CDC, and other partners as applicable to provide regular project status updates. The Consultant must not subcontract or delegate any of its obligations under this agreement without the expressed and prior written consent of IRESSEF/CADU.

## VIII. BUDGET

For the contract period of **26 November 2018 – 30 April 2019**, the Consultant will receive an amount not to exceed **USD \$19,800.00** (USD Twenty Thousand Dollars). All activities are to be completed within the specified contract period, unless otherwise communicated in writing and approved by IRESSEF/CADU.

The above project ceiling does not include costs for additional software to be purchased in support of this project. All subscription and maintenance costs for procurement of the [shinyapps.io](http://shinyapps.io) “Standard” Account (estimated at \$99/month or \$1,100/year) purchased by the Consultant in support of the project work plan will be invoiced and billed to IRESSEF/CADU separately. The [shinyapps.io](http://shinyapps.io) is a server repository for applications. Applications are compiled from a directory of R codes and associated files, if in country teams are later able to host their own Shiny Server (free version available as well as paid version allowing user authentication) these files could be migrated to the local server. [Shinyapps.io](http://Shinyapps.io) allows for user authentication which is necessary for development of the proposed electronic tool.

Reimbursement for travel costs: All travel requests (if/where applicable) in support of the project work plan must be submitted for review and prior approval and authorization by IRESSEF/CADU. The Consultant must submit a Travel Request Form within 30 days of any planned travel for review, approval, and authorization. Failure to submit the Travel Request Form and acknowledgment of receipt and approval in writing by IRESSEF/CADU may result in denial of reimbursement for any costs incurred.

## IX. INVOICES AND PAYMENTS

Payments shall be submitted to Consultant via wire transfer and banking details provided by **Travis Sondgerath, MS, MPH**. Payments will be disbursed to the Consultant on a monthly basis assuming 20 hours work per week over the proposed 22-week project period, beginning on November 26, 2018 through April 30<sup>th</sup>, 2019. It is assumed that some weeks will require more (or less) than 20 hours of time. All payment requests must be accompanied by a detailed invoice outlining work and deliverables completed as per the agreed upon scope of work. The consultant also acknowledges the risk of delays at certain periods of the project while we wait on data to be collected, transferred, etc., and as such agrees that if at the end of the project TOR performance period deliverables are not met due to unforeseen delays, the consultant agrees to an unpaid extension of the project period if required in order to complete activities. If additional activities or added functionality for the eTool outside the scope of the current TOR are desired after the completion of the performance period, a paid extension of the present contract could be pursued. The Consultant acknowledges that distribution of funds are estimates only and will depend upon successful implementation of planned activities, submission of required deliverables, and is contingent upon availability of funds from the project sponsor (e.g., CDC), see [Section X](#) (Termination).

All invoices will be accompanied by a detailed report of activities completed and hours charged as per the agreed upon rate (see Table below). Payment will be issued within 15-30 days if the work and final report is deemed acceptable and approved by IRESSEF/CADU.

Services Cost Category #1	Price
Item Description	\$19,800
Consultant costs – 22 weeks @ 900.00 USD/week	
Total Services <b>Category #1</b> Costs	\$19,800
<b>Total</b>	<b>\$19,800</b>

*In addition to the above, the subcontractor acknowledges the following terms and conditions for receipt of federal (USG) funds, which are here-in made part of THIS AGREEMENT:*

- Costs incurred by the Consultant shall be invoiced in accordance with the approved project budget and any proposed increase must be approved in writing by IRESSEF/CADU before such costs or commitments may be incurred. Carryover of unspent balances into the next period of performance requires written prior approval from IRESSEF/CADU, and is subject to approval by the sponsor.
- All payments shall be subject to correction and adjustment upon audit or any disallowance. The Consultant is solely responsible for reimbursing IRESSEF/CADU for amounts paid to the Consultant but disallowed under the terms of THIS AGREEMENT. Any non-compliance with the terms and conditions of THIS AGREEMENT may result in the withholding of payment and/or immediate termination. Invoices will not be accepted or approved until THIS AGREEMENT is fully executed by all parties.
- An itemized invoice(s) shall be sent to the IRESSEF/CADU and must detail the following: an invoice number (sequentially numbered), the dates covered by the invoice, a summary of the work performed, and reference the Project Name and Contract Number. The invoice must also include the Consultant's certification with authorized official's signature attesting that the funds will be used solely for the reference project and that all costs are appropriate and accurate and payment was not previously received or otherwise reimbursed.
- Banking and wire transfer details must be provided to IRESSEF/CADU prior to the execution of the Project.
- IRESSEF/CADU may request supporting documentation prior to or subsequent to approving the invoice. Supporting documentation includes, but is not limited to, travel receipts, attendance sheet, invoices for services or supplies, or time records. All supporting documentation shall be retained and must be provided to IRESSEF/CADU upon request.
- The Consultant shall maintain an accurate accounting system for all costs incurred in the performance of THIS AGREEMENT. Allowance of costs and commitments incurred pursuant to THIS AGREEMENT shall be determined in accordance with applicable laws, regulations, and sponsor policies and must be documented in accordance with generally accepted accounting principles. All costs under THIS AGREEMENT shall be based on actual costs and must be reasonable, allocable and allowable.
- The Consultant agrees to comply all applicable guidelines and regulations for the use and proper expenditure of federal funds. A foreign or for-profit organization in receipt of U.S. federal funds is subject to compliance with 45 C.F.R. §74.26(d).
- The Consultant is solely responsible for ensuring that project funds disbursed to them on behalf of THIS AGREEMENT are used in accordance with USG Auditing Standards (<http://www.gao.gov/yellowbook>) and other applicable funding regulations and accepts liability for return of all non-eligible costs to IRESSEF/CADU and the sponsor upon request.
- IRESSEF/CADU reserves the right to inspect, upon reasonable advance notice and during normal business hours, all aspects of the Statement of Work undertaken under THIS AGREEMENT, and documents and records of any kind pertaining to THIS AGREEMENT.
- The Consultant agrees to provide copies of any records, receipts, accounts or other documentation to IRESSEF/CADU in a timely fashion as reasonably requested by IRESSEF/CADU.
- The Consultant will maintain all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of seven (7) years after the date of receipt of the final payment. During this period IRESSEF/CADU or an authorized representative shall have the right to audit, at its own expense, all financial books, accounts,

and records of funds received and costs and commitments incurred under THIS AGREEMENT. If an audit reveals a material discrepancy or error in reporting, subrecipient will reimburse unallowable costs to IRESSEF/CADU upon request.

- The Consultant expressly acknowledges its understanding that its activities pursuant to THIS AGREEMENT and all financial books, records, and accounts pertaining thereto may be subject to audit by the Sponsor, and subrecipient agrees to cooperate fully in the performance of any such audit and repayment of the unallowable cost(s).

## **X. TERMINATION**

THIS AGREEMENT may be terminated by either party immediately by written notice if either a party is in material breach of its obligations which cannot be fixed or otherwise resolved as outlined in Section XIV. In the event that CDC terminates Award No. NU2GGH002139, IRESSEF/CADU shall terminate THIS AGREEMENT with the Consultant. Upon termination, the Consultant shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data and final reports.

## **XI. OTHER GENERAL TERMS AND CONDITIONS**

*In addition to the items specified above, the below terms and conditions for receipt of federal funds under this award, as outlined by the US Department of Health and Human Services (HHS)/CDC, are here-in made part of THIS AGREEMENT.*

- **Needle Exchange Programs:** No funds made available under this award may be used for needle exchange programs.
- **International Conference Costs and Fees:** USG funds under this award must not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, as defined below, *unless approved by the CDC in writing*. By definition, a foreign government delegation is appointed by the national government (including ministries and agencies but excluding local, state and provincial entities) to act on behalf of the appointing authority at the international conference; an international conference is a meeting where there is an agenda, an organizational structure, and delegations from countries other than the conference location, in which country delegations participate through discussion, votes, etc.; a multilateral organization is an organization established by international agreement and whose governing body is composed principally of foreign governments or other multilateral organizations.
- **Abortion and Involuntary Sterilization Restrictions:** No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options. No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.
- **Prostitution and Sex Trafficking:** No funds made available under this award may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. In addition, non-U.S. nongovernmental organizations will also be subject to an additional term and condition requiring the organization's opposition to the practices of prostitution and sex trafficking. Any enforcement of this provision is subject to courts'



orders in *Alliance for Open Society International v. USAID* (See, e.g., S.D.N.Y. 05 Civ. 8209, Orders filed on January 30, 2015 and June 6, 2017, granting permanent injunction).

- **Trafficking in Persons Provision:** No contractor or subrecipient under this Agreement that is a private entity may, during the period of time that the award is in effect, (i) engage in trafficking in persons, as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime; (ii) procure any sex act on account of which anything of value is given to or received by any person; or (iii) use forced labor in the performance of this award.
- **Prohibition on Assistance to Drug Traffickers:** Pursuant to HHS/CDC guidelines, IRESSEF/CADU reserves the right to terminate this Agreement or take other appropriate measures if the Consultant or a key individual of the Consultant is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- **Financing of Terrorism:** No funds made available under this award may be used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Consultant agrees to use reasonable efforts to ensure that none of the funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism, including those identified on the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals List.
- **Restriction on Assistance for Military or Paramilitary Purposes or for Police and Prisons:** No funds or other support provided under the award may be used for support to any military or paramilitary force or activity, or for support to any police, prison authority, or other security or law enforcement forces without the prior written consent of HHS/CDC.
- **UN Security Council Sanctions List:** No funds made available under this award may be used, directly or indirectly, to provide support to individuals or entities designated for United Nations Security Council sanctions. In accordance with this policy, the Consultant agrees to use reasonable efforts to ensure that none of the funds provided under this award are used to provide support of individuals or entities designated for UN Security Council sanctions (compendium of Security Council Targeted Sanctions Lists at: [http://www.un.org/sc/committees/list\\_compend.shtml](http://www.un.org/sc/committees/list_compend.shtml)).
- **Worker's Rights:** No funds or other support provided hereunder may be used for any activity that contributes to the violation of internationally recognized workers' rights of workers in the recipient country. The term "internationally recognized worker rights" includes -- the right of association; the right to organize and bargain collectively; a prohibition on the use of any form of forced or compulsory labor; a minimum age for the employment of children, and a prohibition on the worst forms of child labor; and acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health. The term "worst forms of child labor" means-- all forms of slavery or practices similar to slavery, such as the sale or trafficking of children, debt bondage and serfdom, or forced or compulsory labor, including forced or compulsory recruitment of children for use in armed conflict; the use, procuring, or offering of a child for prostitution, for the production of pornography or for pornographic purposes; the use, procuring, or offering of a child for illicit activities in particular for the production and trafficking of drugs; and work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of children, as determined by the laws, regulations, or competent authority of the country.
- **Investment Promotion:** No funds or other support provided hereunder may be used to provide a financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States.

## **XII. FINANCIAL AUDITS AND RECORDS**

The Consultant acknowledges that THIS AGREEMENT is subject to the audit requirements contained in 2 CFR 200 and 45 CFR 75 as applicable for all United States (US) based organizations.



### **XIII. INTELLECTUAL PROPERTY**

The Consultant acknowledges that all materials and products (including, but not limited to, all data, software, tools, programs, source code and object code, comments to the source or object code, specifications, and other relevant documents and training materials, etc.) developed in connection with the provision of the services under THIS AGREEMENT, shall be deemed "works made for hire". Therefore, the Consultant shall relinquish all rights, titles and interests in and to the products, including, without limitation, all patent and copyright interests. The Consultant acknowledges that the aforementioned products may be made publically accessible for further use and modification by other relevant stakeholders at the discretion of the consortium partners and sponsoring organization.

### **XIV. DISPUTE RESOLUTION**

The Parties agree to use best efforts to resolve disputes in an informal manner, through negotiations of senior executives. Where the Parties agree that a dispute arising out or in connection with THIS AGREEMENT would best be resolved by the decision of a mediator, a mediator will be appointed by the American Arbitration Association. Each Party shall provide the mediator with all information and documentation as he may reasonably require for the purposes of his decision. In the event that such negotiations are unsuccessful, the Partners agree that the dispute shall be resolved in accordance with the rule of the International Arbitrations regulations, and that any decision rendered pursuant to such rules shall be binding upon the Partners and may be entered as a judgement in any court of competent jurisdiction. The costs of the mediator or subsequent negotiations shall be borne by the Partners in such proportions as determined by the mediator to be fair and reasonable in all circumstances or, if no determination is made, by the Partners in equal proportions.

### **XV. INDEMNITY**

The work to be performed under THIS AGREEMENT will be performed entirely at the Consultant's risk. The Consultant shall indemnify, defend, and hold harmless IRESSEF/CADU, ASLM, AFRICA CDC, its trustees, officers, employees, and agents against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Consultant or by conditions created thereby, or based upon any subrecipient violation of any statute, ordinance, code or regulation in connection with its performance under this subagreement. This obligation to defend and indemnify the above partners shall survive the termination of this agreement.

### **XVI. CONFIDENTIALITY**

"Confidential Information" shall mean any business or proprietary information or information of any kind that is (a) by its nature confidential, (b) identified or clearly marked as "Confidential" by the transmitting party at the time of disclosure, or (c) a reasonable person acting prudently would consider to be confidential. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

In the event that a Party discloses Confidential Information to the other during the Project, the receiving Party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Agreement and to use reasonable efforts to prevent its disclosure to third parties.

## **XVII. AUTHORIZED SIGNATURES**

THIS AGREEMENT shall be signed on behalf of the Institute de Recherché en Santé de Surveillance Epidémiologique et Formation (IRESSEF/CADU) by Professor Souleymane Mboup, Principal Investigator and Director of IRESSEF/CADU, and **Travis Sondgerath, MS, MPH**.

*THIS AGREEMENT shall be effective once duly signed and authorized by both parties. The Consultant must sign below and initial each page of THIS AGREEMENT as concurrence with the terms and conditions specified here-in.*

**IRESSEF/CADU**

**Travis Sondgerath, MS, MPH**

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**Professor Souleymane Mboup**  
Principal Investigator, Director, IRESSEF/CADU

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**Travis Sondgerath, MS, MPH**  
Data Analyst, Independent Consultant

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**Date**

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**Date**