AFFILIATION AGREEMENT
MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS

This Affiliation Agreement is entered into effective as of the date of last signature below ("the Effective Date") by and between Muhimbili University of Health and Allied Sciences (hereafter referred to as "MUHAS"), and The Regents of the University of California, a California Constitutional corporation, on behalf of its San Francisco campus (hereafter referred to as "UCSF").

WHEREAS these two institutions wish to expand the basis for friendship and collaborative research and educational exchange between scholars at MUHAS and scholars at UCSF, not for remuneration, payment or salary but for these scholars' academic, scientific and research purposes; and

WHEREAS the parties each have as one of their objectives to provide directly or in collaboration with other institutions of higher learning facilities for University education, including technological and professional education and research; and discovery and transmission of knowledge and the stimulation of life and cultural development of their respective countries; and

WHEREAS both MUHAS and UCSF, in an effort to achieve their objectives, desire to collaborate in research, scientific and professional training, academic staff and student exchange with a view to deriving mutual benefit from scholarly interaction, co-operative research and other forms of academic collaboration based on mutual understanding, reciprocity and equal partnership; and

WHEREAS the two institutions possess certain skills and technologies that can aid in achieving the objectives described herein.

NOW THEREFORE the two parties hereby agree as follows:

ARTICLE 1: AREAS OF COLLABORATION (hereafter "Collaboration")

Where feasible and consistent with their respective mandates and applicable policies and regulations, the parties shall work together to identify opportunities to promote cooperative development of innovative programs for teaching and student learning, international research efforts and training of qualified biomedical investigators, clinicians, and research administrators in the following areas and under the terms and

UCSF-MUHAS Affiliation Agreement
November 24, 2014
conditions outlined herein, with each opportunity for collaboration subject to mutual
agreement of the parties:

A. Scientific and Academic Exchange: In furtherance of the stated Collaboration
both parties agree to identify opportunities to exchange faculty, expertise and
skills and, to the extent possible and consistent with the rights of any third
parties, to exchange knowledge, data, information, materials and
technologies. All exchanges will be done in accordance with both parties’
institutional policies and regulations. Identified areas of collaboration shall
include creating at MUHAS a center of excellence for teaching and learning
which will encompass efforts to strengthen and support basic sciences
teaching and develop other educational initiatives through collaborative
program planning; and, other subjects as agreed on between the parties from
time to time.

B. Training: Consistent with Articles herein, the parties shall collaborate to
facilitate training of students and resident physicians (hereafter “Trainees”) from either institution. In the event that MUHAS sends Trainees to UCSF, UCSF shall provide appropriate supervision and a mentor who will be assigned to act as on-site advisor for MUHAS Trainees. In the event that UCSF sends Trainees to MUHAS, MUHAS shall provide appropriate supervision and a mentor who will be assigned to act as on-site advisor for UCSF Trainees.

C. Joint Research Activities: The parties agree to collaborate in joint research
activities, subject to the availability of funds and other forms of support that
may be required for such activities; and subject to applicable laws,
regulations and institutional policies.

D. Joint Faculty Appointments: When feasible, there may be mutual recognition through appropriate appointment of faculty from either institution. Such appointments shall not carry any form of remuneration and shall be subject to the appointment procedures of the institution for which such an appointment without salary is sought.

ARTICLE 2: OBLIGATIONS

2.1 Where consistent with applicable laws and subject to the parties’ respective
policies, procedures, and institutional obligations, MUHAS and UCSF shall
jointly solicit for funds (including donor funds, research grants, contributions,
subscriptions and such related funds), for the purpose of realizing any or all the
objectives of this affiliation agreement.
2.2 All expenses to be shared under this agreement will be agreed to in writing by the parties in advance of being incurred.

2.3 Upon the expiration of any particular research or other sponsored project, ownership of any facility or equipment constructed or acquired in the course of the Collaboration with funds jointly solicited by the parties for that research project (hereafter “Property”), shall reside with the institution that is the site of the project for which the Property was constructed or purchased. Unless otherwise agreed upon in writing, the parties shall bear their respective cost of implementing and administering the Collaboration, unless otherwise specified by the project sponsor or by the parties in writing in a separate written agreement. At such expiration, the party whose institution is not the site of the project disclaims all right, title and interest in the Property; PROVIDED, however, that the party whose institution is not the site of the project will be allowed to use of and access to such Property throughout the term of this affiliation agreement.

2.4 The parties shall have the right to make rules governing the use of their respective facilities, including laboratories, library and workshops, including any facilities that are used for conduct of any of the functions of the Collaboration.

ARTICLE 3: PATENTS

3.1 Disclosure, Inventorship and Ownership MUHAS and UCSF shall promptly disclose to each other, in the form of a written, confidential invention disclosure, any potentially patentable discoveries or inventions conceived and reduced to practice during and related to the Collaboration. Inventorship shall be determined according to the patent laws of the country in which a patent application is filed. Ownership will follow inventorship. Each party shall own its undivided interest in joint inventions; each party shall solely own its sole inventions.

3.2 Management If MUHAS and UCSF are determined (according to the patent laws of the country in which a patent application is filed) to be joint inventors on a patent application, the parties will then discuss securing intellectual property rights to protect potentially patentable inventions, and determine how expenses and revenue will be shared for the joint invention, and which party will take the lead in patenting and commercializing the joint invention. The parties may choose to memorialize such an arrangement in a written inter-institutional agreement at that time. The lead party will keep the other party informed and involved in decision-making regarding the patenting and commercialization activities of the joint invention. Sole inventions shall be solely managed by the sole owner, with no obligation to share information or revenue.

UCSF-MUHAS Affiliation Agreement
November 24, 2011
3.3 Reservation of Rights. MUHAS and UCSF shall reserve the right to use joint inventions (conceived and reduced to practice under the Collaboration by both MUHAS and UCSF inventors) for educational and research purposes, both within the Collaboration and in institutional activities not related to the Collaboration.

ARTICLE 4: BIOLOGICAL MATERIALS

4.1 Ownership. MUHAS and UCSF shall consult to determine their respective ownership interests in biological materials that are jointly developed during the Collaboration, and shall consider, amongst other things, their respective financial and intellectual contributions as well as any ownership obligations to third parties whose proprietary materials may have been incorporated in whole or in part in the developed materials. Biological materials that are solely developed by either party, shall be solely owned by the developing party, subject to any third party ownership rights. In collecting or obtaining human tissue or other specimens in the course of clinical care or human subjects research related to the Collaboration, the parties agree to make provision under any applicable laws to assure the donation or abandonment of the materials by patients and/or research subjects, so that ownership of rights in any biological materials by MUHAS and/or UCSF are secure.

4.2 Management. If MUHAS and UCSF are determined (according to 4.1 above) to be joint owners of jointly-developed biological materials that might have commercial value, the parties will then discuss and determine how expenses and revenue will be shared for the jointly-owned biological materials, and which party will take the lead in commercializing the jointly-owned biological materials. The parties may choose to memorialize such an arrangement in a written inter-institutional agreement at that time. The lead party will keep the other party informed and involved in decision-making regarding the commercialization activities of any jointly owned biological materials. Solely owned biological materials shall be solely managed by the sole owner, with no obligation to share information or revenue.

4.3 Reservation of Rights. MUHAS and UCSF shall reserve the right to use jointly developed biological materials (that are developed during the Collaboration by both MUHAS and UCSF) for educational and research purposes, both within the Collaboration and in institutional activities not related to the Collaboration.

4.4 Distribution to Third Parties. MUHAS and UCSF may distribute and transfer jointly-developed biological materials (that are developed during the Collaboration by both MUHAS and UCSF) to third parties, provided such third
parties are limited by written agreement with both MUHAS and UCSF to use
the materials only for educational and research purposes.

ARTICLE 5: PUBLICATIONS

5.1 Each party agrees to provide the other party with an advance courtesy copy of
any publications in which either party might have an interest that is related to
the Collaboration. The advance copy will be provided at least sixty (60) days in
advance of the intended publication date or fifteen (15) days for abstracts
(“Advance Publication Notice”). Under no circumstances may a publication be
held up for more than 90 days.

5.2 In all activities, publications and/or seminar presentations jointly undertaken or
arising from or pursuant to the Collaboration, both parties must be
acknowledged, provided that both parties have materially contributed to the
activity, publication and/or seminar presentation at issue. Such
acknowledgement may include but will not be limited to display in equal
prominence of the full names and symbols and/or logos of both parties on all
materials. Similarly, the faculty and staff from each party who have been
involved in activities resulting in publication shall be acknowledged according to
the conventions for attribution of academic or research contribution.

ARTICLE 6: USE OF NAME AND MARKETING

6.1 Neither party will use the name of the other or its employees, either expressly or
by implication, in any publicity, solicitation or advertisement without the express
written approval of the other party of this Agreement.

6.2 Neither party shall advertise or use any of each other’s faculty names in any
marketing materials without prior written consent.

ARTICLE 7: UCSF TRAINEES

7.1 MUHAS shall allow designated UCSF Trainees to participate in research and
other educational activities at MUHAS site(s) under the supervision of UCSF
faculty or appropriate MUHAS faculty, consistent with MUHAS policies, rules
and regulations. If UCSF Trainees will participate in clinical training activities, a
separate agreement shall be developed, reviewed and approved by the
appropriate UCSF and MUHAS governing oversight authorities.

7.1.1 UCSF shall select UCSF Trainees for participation in Collaboration activities at
MUHAS site(s) who are appropriately credentialed, licensed or otherwise
authorized to participate in Collaboration activities.

UCSF-MUHAS Affiliation Agreement
November 24, 2011
7.1.2 UCSF shall provide the names of UCSF Trainees and their UCSF educational programs to MUHAS sufficiently in advance to allow for convenient mutual planning of schedules and activities, and of compliance with any local laws or regulations, including visa and residency regulations. MUHAS will assist UCSF in assuring compliance with such regulations and in obtaining any necessary government approvals, permissions, professional licensures or permissions, or visas for UCSF Trainees and their Collaboration activities.

7.1.3 UCSF Trainees participating in the Collaboration will continue as candidates for degrees at UCSF and shall not be candidates for degrees at MUHAS. UCSF Trainees will receive no remuneration from MUHAS or UCSF for their participation in the Collaboration, their activities being limited to educational and scientific purposes.

7.1.4 UCSF shall designate a member of its faculty for each distinct educational program (hereafter "UCSF Program Director") to provide coordination of UCSF Trainees' educational experience at MUHAS. UCSF Program Director shall act as liaison with MUHAS and shall communicate with MUHAS on all matters related to the UCSF Trainees in a particular program. During the period in which a UCSF Trainee is assigned to MUHAS, the UCSF Trainee shall be under the control and direction of UCSF Program Director or his/her designee.

7.2 MUHAS shall designate an employee of MUHAS for each distinct educational program, (hereafter "MUHAS Site Director") who shall act as liaison with his/her UCSF counterpart (UCSF Program Director). Site and Program directors shall coordinate and consult regarding UCSF Trainees' work schedules, appropriate faculty supervision, and activities while at MUHAS site(s).

7.3 MUHAS Site Director and UCSF Program Director shall work together to ensure that the educational experiences of UCSF Trainees at MUHAS are consistent with the requirements of all applicable accreditation organizations, as well as the cultural environment in which UCSF trainees will work.

7.4 At the end of each rotation, MUHAS shall submit to the UCSF Program Director adequate information to allow for UCSF to properly evaluate UCSF Trainees.

7.5 Appropriate application, registration, tuition and other fees will be charged for UCSF Trainees participating in the Collaboration at MUHAS site(s). These charges will be paid using funds identified by GHS and/or MUHAS. No trainee related fees shall be incurred unless both parties have agreed to the fees in advance and in writing.

7.6 UCSF Trainees participating in the Collaboration at MUHAS site(s) will be required to show evidence of adequate health insurance and malpractice coverage (if applicable) commensurate with the rules and regulations of

UCSF-MUHAS Affiliation Agreement
November 24, 2011
MUHAS. MUHAS shall not be responsible for the cost of UCSF Trainees’ health insurance, malpractice insurance, or for any medical care costs incurred for the treatment of UCSF Trainees.

7.7 The parties agree to work together toward the integration of UCSF Trainees into life at MUHAS. MUHAS shall furnish UCSF Trainees with information regarding suitable housing. It is understood between the parties hereto that UCSF Trainees shall be responsible for all personal expenses, including but not limited to lodging, transportation (including to and from MUHAS) and incidentals.

7.8 MUHAS shall have the right, for good cause and after consultation with UCSF, to prohibit further attendance at MUHAS of any UCSF Trainee; provided, however, that MUHAS will not take any action against a UCSF Trainee, which is arbitrary or capricious.

7.9 Notwithstanding paragraph 7.12, UCSF shall be responsible for the discipline of UCSF Trainees in accordance with its policies and procedures. MUHAS agrees to cooperate with UCSF in the investigation of facts that may serve as a basis for taking any disciplinary or academic action against a UCSF Trainee.

ARTICLE 8: MUHAS TRAINEES

8.1 UCSF shall allow MUHAS Trainees to participate in research and other educational activities at UCSF site(s) under the supervision of appropriate UCSF faculty, consistent with UCSF policies, rules and regulations. MUHAS Trainees shall not be permitted to participate in clinical activities, including patient care activities, at UCSF, except as observers under applicable UCSF policies relating to educational observation of clinical activities.

8.2 MUHAS, in consultation with UCSF, shall select MUHAS Trainees for participation in Collaboration activities at UCSF site(s) who are appropriately credentialed, licensed or otherwise authorized to participate in Collaboration activities.

8.3 MUHAS shall provide the names of MUHAS Trainees and their MUHAS educational programs to UCSF sufficiently in advance to allow for convenient mutual planning of schedules and activities, and of compliance with any local laws or regulations, including visa and residency regulations. UCSF will assist MUHAS in assuring compliance with such regulations and in obtaining any necessary government approvals, permissions or visas for MUHAS Trainees and their Collaboration activities.

8.4 MUHAS Trainees participating in the Collaboration will continue as candidates for degrees at MUHAS and shall not be candidates for degrees at UCSF.
MUHAS Trainees will receive no remuneration from MUHAS or UCSF for their participation in the Collaboration, their activities being limited to educational and scientific purposes.

8.5 MUHAS shall designate a member of its faculty for each distinct educational program (hereafter “MUHAS Program Director”) to provide coordination of MUHAS Trainees’ educational experience at UCSF. MUHAS Program Director shall act as liaison with UCSF and shall communicate with UCSF on all matters related to the MUHAS Trainees. During the period in which a MUHAS Trainee is assigned to UCSF, the MUHAS Trainee shall be under the control and direction of MUHAS Program Director or his/her designee.

8.6 UCSF shall designate an employee of UCSF (hereafter “UCSF Site Director”) who shall act as liaison with MUHAS Program Director. UCSF Site Director and MUHAS Program Director shall coordinate and consult regarding MUHAS Trainees’ work schedules, appropriate faculty supervision, and activities while at UCSF site(s).

8.7 UCSF Site Director and MUHAS Program Director shall work together to ensure that the educational experiences of MUHAS Trainees at UCSF are consistent with the requirements of all applicable accreditation organizations, as well as the cultural environment in which MUHAS Trainees will work.

8.8 At the end of each rotation, UCSF shall submit to the MUHAS Program Director adequate information to allow for MUHAS to properly evaluate MUHAS Trainees.

8.9 Appropriate application, registration, tuition and other fees will be charged for MUHAS Trainees participating in the Collaboration at UCSF site(s). These charges will be paid using funds identified by GHS and/or MUHAS. No trainee related fees shall be incurred unless both parties have agreed to the fees in advance and in writing.

8.10 MUHAS Trainees participating in the Collaboration at UCSF site(s) will be required to show evidence of adequate health insurance commensurate with the rules and regulations of UCSF. UCSF shall not be responsible for the cost of MUHAS Trainees’ health insurance or for any medical care costs incurred for the treatment of MUHAS Trainees. In addition, MUHAS trainees must provide evidence of vaccine or other health screening as required by UCSF policies.

8.11 The parties agree to work together toward the integration of MUHAS Trainees into life at UCSF. UCSF shall furnish MUHAS Trainees with information regarding suitable housing. It is understood between the parties hereto that MUHAS Trainees shall be responsible for all personal expenses, including but
not limited to lodging, transportation (including to and from UCSF) and
incidental.

8.12 UCSF shall have the right, for good cause and after consultation with MUHAS,
to prohibit further attendance at UCSF of any MUHAS Trainee; provided,
however, that UCSF will not take any action against a MUHAS Trainee, which is
arbitrary or capricious.

8.13 Notwithstanding paragraph 8.12, MUHAS shall be responsible for the discipline
of MUHAS Trainees in accordance with its policies and procedures. UCSF
agrees to cooperate with MUHAS in the investigation of facts that may serve as a
basis for taking any disciplinary or academic action against a MUHAS trainee.

ARTICLE 9: JOINT APPOINTMENTS

Where appropriate and consistent with each other’s policies and procedures (including
faculty appointment procedures), MUHAS and UCSF may offer without salary
volunteer faculty appointments to those qualified UCSF and MUHAS faculty who are
visiting the other’s site(s) in connection with the activities under this Collaboration.

ARTICLE 10: INDEMNIFICATION; MUTUAL ASSISTANCE IN DEFENSE OF ANY
CLAIMS; MUTUAL ASSISTANCE RELATING TO CUSTOMS RESTRICTIONS

10.1 Indemnification by MUHAS. MUHAS shall defend, indemnify and hold UCSF,
UCSF faculty, its officers, employees and agents harmless from and against any
and all liability, loss, expense, (including reasonable attorneys’ fees), or claims
for injury or damages arising out of the performance of this affiliation agreement,
but only in proportion to and to the extent such liability, loss, expense, attorneys’
fees or claims for injury or damages are caused by or result from the negligent or
intentional acts or omissions of MUHAS, its faculty, officers, employees, or
agents.

10.2 Indemnification by UCSF. UCSF shall defend, indemnify and hold MUHAS,
MUHAS faculty, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or
claims for injury or damages arising out of the performance of this affiliation
agreement, but only in proportion to and to the extent such liability, loss,
expense, attorneys’ fees or claims for injury or damages are caused by or result
from the negligent or intentional acts or omissions of UCSF, its faculty, officers,
employees, or agents.

10.3 In the event of any litigation or other claims brought by third parties against
UCSF, MUHAS or their employees, faculty or trainees that relates to the
Collaboration, the parties shall use their best efforts to assist one another in the

UCSF-MUHAS Affiliation Agreement
November 24, 2011
defense of such litigation or claims, including promptly assisting one another in
the investigation of any facts or the identification of any witnesses as may be
needed for such defense.

10.4 The parties shall assist one another in all reasonable efforts to secure exemptions
or immunities relating to taxes and fees for the importation, exportation, lease or
purchase of any equipment, or for the obtaining of physical plant construction or
renovation, that may be related to the Collaboration. This shall include
reasonable efforts to secure exemption from any pre-shipment inspection
requirements.

ARTICLE 11: CONFIDENTIAL INFORMATION; CONFIDENTIAL PATIENT AND
RESEARCH SUBJECT INFORMATION

11.1 Both parties agree not to disclose information that is marked confidential
(“Confidential Information”) except on a need to know basis to persons subject to
confidentiality obligations (or with the consent of the disclosing partner for
Confidential Information); not to use the Confidential Information except for
purposes contemplated by this affiliation agreement and use their reasonable
efforts to prevent disclosure of Confidential Information to third parties. In the
event that Confidential Information is exchanged it must be clearly marked as
such. If the exchange is oral, the Confidential Information must be reduced to
writing within thirty (30) days of disclosure by the disclosing party and provided
to both parties. These obligations of nondisclosure and nonuse do not apply to
any Confidential Information that, to the extent that a party can demonstrate by
reliable written evidence (i) was generally available to the public at the time of
disclosure to the party; (ii) was already in possession of the party at the time of
the disclosure, other than pursuant to confidential disclosure agreement between
the parties and not due to any unauthorized act by the party; (iii) was developed
by the party prior to the disclosure; or (iv) the party is required by law to
disclose, in which case the receiving party will notify the disclosing party and
take all reasonable steps to further limit disclosure.

11.2 Each party agrees not to do or omit to do anything which might prejudice the
filing of patent applications, including (but not limited to) using, publishing,
disclosing or making available to the public anywhere in the world, whether in
writing or orally, and whether in whole or in any part any invention and/or
Confidential Information.

11.3 Each party agrees to maintain as confidential, consistent with all applicable laws,
regulations, institutional policies, and professional standards and obligations, all
medical and mental health information that is identifiable to any specific patient,
research subject, or their family members. UCSF and MUHAS agree to train all
of their Trainees in these obligations, which shall extend to all such Trainees. The obligation of this paragraph does not prevent the use in educational settings of patient information from which all reasonably identifiable information has been removed.

ARTICLE 12: HUMAN AND ANIMAL SUBJECTS IN RESEARCH PROJECTS

Both parties agree that adequate safeguards shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including an institutional review committee, research ethics board, or animal care and use committee composed of members with varying backgrounds who will perform a complete and adequate review of projects involving the use of such subjects. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices and ethics. Each party will assist the other in obtaining any necessary government approvals or permissions for any research that is related to the Collaboration, and each party shall, to the extent necessary for the legal conduct of such projects, comply with the laws and regulations of the other party’s country.

ARTICLE 13: INSURANCE

Both MUHAS and UCSF shall maintain general liability coverage or program of self-insurance concerning its activities in connection with the Collaboration. Both MUHAS and UCSF shall maintain sufficient insurance to meet its indemnification and other liability obligations described in this Agreement. Each party shall provide a copy of its certificate of insurance to the other party upon request.

ARTICLE 14: SERVICES

MUHAS and UCSF shall each be at liberty to employ the services of consultants, managers, auditors, clerks, secretaries and such other staff as may be required and on such terms as to remuneration, length of services, or otherwise as may be required, for the purposes of carrying into effect any or all of the objectives of this Collaboration; provided such employment shall comply with the hiring institution’s policies, procedures and guidelines, and with the laws of the country in which such services will be furnished; and provided further that all costs associated with such services are the responsibility of the hiring or commissioning institution.

ARTICLE 15: PREPARATION AND REVIEW OF RESEARCH PROPOSALS; IMPLEMENTATION REQUIREMENTS FOR SPONSORED PROJECTS

15.1 In the implementation of the objectives of the Collaboration, MUHAS and UCSF shall, where feasible, jointly prepare proposals for submission to funding agencies or other funding sources (“Funding Proposals”). In addition, the

UCSF-MUHAS Affiliation Agreement
November 24, 2011
MUHAS and UCSF scholars shall jointly review M.Sc. and Ph.D proposals in a manner to be mutually decided upon between them ("Graduate Proposals"). This section is subject to the parties' respective policies and procedures governing the preparation of Funding Proposals and the review of Graduate Proposals, which shall at all times take precedence over this provision. This section is also subject to the requirements of the organization that is providing the funding.

15.2 When grants, contracts or other financial support has been received by either party in support of the Collaboration, then each party shall assure that in its receipt and expenditures of the funds received, all applicable grant and contract restrictions and requirements are respected. All terms and conditions of the sponsor providing the funding must be incorporated into a separate agreement between the Affiliate and UCSF. If financial support for the Collaboration or any Collaboration projects is received from the United States Government, then both parties shall work together to assure that they respect all applicable legal restrictions and requirements for the receipt, use and accounting of such financial support.

ARTICLE 16: AUDITS AND RECORDS

UCSF and MUHAS each reserve the right, upon written request, to examine and/or audit any and all records and documents under this affiliation consistent with applicable laws and policies and/or procedures. This includes, but is not limited to accounting records including all receipts, expenditures, transfers, gifts received, or other accounting transactions with supporting documentation pertaining to effort related to work conducted under this affiliation consistent with applicable laws and University policies.

ARTICLE 17: DISPUTES

In the event of any dispute arising between MUHAS and UCSF in relation to this Collaboration or concerning the meaning of this affiliation agreement or the rights and liabilities of the parties hereto, the aggrieved party shall serve written notice upon the other party regarding the existence of a dispute, whereupon the matter shall be submitted to a non-binding decision of a single arbitrator, agreed upon by the parties. Unless the parties cannot reach agreement regarding the appointment of an arbitrator within sixty (60) days from the date of service of written notice of the dispute, said arbitration shall be a condition precedent to any action at law.

ARTICLE 18: FORCE MAJEURE

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond its control, which it could not have reasonably
foreseen, and which make the performance of all or part of the parties’ obligations under this contract impossible (the “Force Majeure”). Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure, and a reasonable period not exceeding one (1) week thereafter shall be allowed for re-mobilisation to continue the performance of the contract.

ARTICLE 19: REVIEW AND AMENDMENTS

This affiliation agreement may be reviewed and/or amended from time to time on mutual written agreement as need may arise; and all such mutual agreements shall be Amendments to this affiliation agreement.

ARTICLE 20: DURATION OF THE AFFILIATION

This affiliation agreement will come into force on the date of its signature by both parties and will be valid for a period of five years from that date, but may be renewed for a further period in writing and on terms to be agreed by both parties.

ARTICLE 21: TERMINATION

Either party may terminate this affiliation agreement for any reason by giving at least ninety (90) days notice in writing to the other institution provided that the parties shall, in any event of termination under this section, cooperate to ensure that programs then in place are terminated in a manner that is not likely to cause harm to third parties and provided that the parties consult at the time that notice of termination is served on the non-terminating party.

ARTICLE 22: ENTIRE AFFILIATION AGREEMENT

22.1 This affiliation agreement embodies the understanding and agreement between the two institutions with respect to the subject matter contained herein, and any prior or contemporaneous representations, either other or written are hereby superseded. No amendment, changes to or waivers of termination of this affiliation agreement (including without limitations, changes in the statement or work, total estimated cost, and period of performance) shall be effective unless made in writing and signed and delivered by authorized representatives of the two institutions. In the event of a conflict between the terms of this affiliation agreement and the terms of any separate agreement described hereinabove, the terms of such separate agreement shall control

22.2 Notwithstanding the foregoing, the parties shall mutually consult with a view to ensuring that the terms of any sponsored agreements that are in place as of the

UCSF-MUHAS Affiliation Agreement
November 24, 2011
date of this affiliation agreement are not breached as a result of the foregoing terms.

ARTICLE 23: STATUS OF THE PARTIES

23.1 It is the express intention of the parties that their legal status to each other shall be that of independent contractors, thus constituting neither a partnership, joint
venture nor cost-sharing arrangement. (UCSF shall be solely responsible for paying or withholding all relevant taxes arising from the compensation paid to its UCSF faculty and/or staff in connection with services provided under this Collaboration. * shall be solely responsible for paying or withholding all relevant taxes arising from the compensation paid to its * faculty and/or staff in connection with services provided under this Collaboration).

23.2 UCSF shall be solely responsible for all other governmental requirements applicable to UCSF and its employees arising out of their employment relationship, and for all requirements applicable to UCSF and its Trainees arising out of their educational relationship. MUHAS shall be solely responsible for all other governmental requirements applicable to MUHAS and its employees arising out of their employment relationship, and for all requirements applicable to MUHAS and its Trainees arising out of their educational relationship.

23.3 MUHAS Trainees and employees shall have no claim under this affiliation agreement, or otherwise, against UCSF for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be, to the extent applicable, the sole responsibility of MUHAS.

23.4 UCSF Trainees and employees shall have no claim under this affiliation agreement, or otherwise, against MUHAS for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be, to the extent applicable, the sole responsibility of UCSF.

ARTICLE 24: NOTICES

Any notice given pursuant to this Agreement will be written and sent to the following address:

UNIVERSITY

The Regents of the University of California
c/o Office of Sponsored Research

UCSF-MUHAS Affiliation Agreement
November 24, 2011
The Regents of the University of California  
c/o Office of Sponsored Research  
University of California, San Francisco  
185 Berry Street, Suite 4603  
San Francisco, California 94143-1016  
(if overnight delivery use zip code 94107)  

Attn: Industry Contracts Manager  

AFFILIATE  

Vice Chancellor  
Muhimbili University of Health and Allied Sciences  
United Nations Road  
P. O. Box 65001  
Dar es Salaam, Tanzania  

IN WITNESS WHEREOF both parties have set their hands the day and year noted below the respective signatures.  

I concur:  

[Signature]  
Jaime Sepulveda, MD, MPH, DrSc  
Executive Director, UCSF Global Health Sciences  

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES  

[Signature]  
Prof. Kisali Pallangyo (MD, MMed)  
Vic e Chancellor  

Date: November 30, 2011  

ON BEHALF OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  

[Signature]  
Jeffery Bluestone, PhD  
Executive Vice Chancellor and Provost  

Date:  

[Signature]  
John Plotts  
Senior Vice Chancellor  

Date: \[\frac{1}{3}\] 2017  

UCSF-MUHAS Affiliation Agreement  
November 24, 2011