

Memorandum of Understanding (MOU) in respect of the
Changing Diabetes® in Children (CDiC) Project in Pakistan

This Memorandum of Understanding (hereinafter "the MOU") made on this April 16th 2025.

Between

Health Promotion Foundation (HPF)

A foundation established and registered on 4th August, 2017, with Joint Stock Companies, Sindh under Societies Registration Act XXI of 1860 vide Registration No. KAR No. 026 of 2017-18

(hereinafter referred to as "HPF" which expression, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns)

Suite # 102, First Floor, Al-Ameera Center, near
Passport office,
Saddar, Karachi

Represented by:

Prof. Abdul Basit
Project Lead - Changing Diabetes® in Children
Director - Indus Diabetes & Endocrinology Center
Secretary General - Diabetic Association of Pakistan
Member - Health Promotion Foundation

And

National Institute of Diabetes and Endocrinology (NIDE)

Dow University of Health Sciences (DUHS)
Ojha Campus, Karachi

Represented by:

Dr. Musarrat Riaz
Director National Institute of Diabetes and
Endocrinology DUHS Karachi

("the Satellite Centre")

Health Promotion Foundation and the Satellite Centre are hereinafter also referred to individually as 'Party' and collectively as 'Parties'.

WHEREAS:

- HPF is a non-profit organization working for promoting awareness and education among the medical fraternity, members of the public, people with diabetes and other illnesses and for improving the health care available to the needy;



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- Novo Nordisk A/S, headquartered in Denmark, is a global healthcare company with 88 years of innovation and leadership in diabetes care and also has leading positions within haemophilia care, growth hormone therapy and hormone replacement therapy. As part of its corporate social responsibility Novo Nordisk A/S has implemented the Changing Diabetes in Children (CDiC) program in several countries like Africa, Bangladesh, India, Uganda, Sudan, and Myanmar with total of 30 low to middle income countries across the globe. In 2021 NN A/S has entered into an agreement with HPF to collaborate implementation of the CDiC project in Pakistan with the main objective to increase access to diabetes care for children with Type 1 diabetes in Pakistan;
- The Satellite Centre is a Government Teaching Hospital in Karachi provides treatment for Type 1 diabetic patients amongst other specialities.
- The Satellite Centre and Health Promotion Foundation desires to improve access to quality diabetes care for children with type 1 diabetes in Pakistan for which purpose the Parties are entering into this MOU to utilize the respective competencies and strengths and to implement the memorandum set out in the Changing Diabetes[®] in Children (CDiC) project being run by HPF in collaboration with Novo Nordisk A/S, Denmark (hereinafter referred to as "the Project").
- Under this MoU Novo Nordisk is not liable for any financial obligation to anyone;

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 SCOPE AND OBJECTIVES OF THE PROJECT;

The Parties aims to improve accessibility to diabetes for children and young adolescent with type 1 diabetes so that they live better and healthier lives through setting up Health Promotion Foundation which will act as a main hub to provide access to diabetes care for all the type 1 diabetic patients accessing the project network through the satellite centre. Health Promotion Foundation shall be responsible for all aspects related to Satellite Centre as per project specifications.

The Satellite Centre shall enrol in the project, children with type 1 diabetes (0-25 years upon enrolment) who belong to or come from economically constrained or below poverty line. Consents will be taken while enrolling type 1 diabetes in registry.

The criteria will be based on the below:

- Subject must be a diagnosed case of Type 1 diabetes
- A designated HCP should evaluate and confirm that the patient is less than 25 years of age
- The patient must not be enrolled in any other program which entitles them to free of cost insulin



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- The patient should be from the non-affording background as per the analysis of the HCP. However, the HCP can ask for a utility bill in case of doubt.

The project's long-term aspiration is to not only improve the lives of such children and young adolescent's enrolled in this project but also to find ways of integrating programme components into usual ways of health care delivery.

The project includes a number of milestones for improving the treatment and self-care of type 1 diabetes in children which are specified in Appendix A.

These components are:

- Making available free-of-charge insulin for children participating in the project for the project duration
- Educating and training doctors and nurses
- Educating children with diabetes and their families
- Establish a patient registry for people with type 1 diabetes
- Conducting advocacy and awareness activities on type 1 diabetes in children

The Parties efforts in implementing this project will be built upon coordinated activities specified in Appendix A. The Parties will undertake a joint mid-term review during the second year of implementation of the Project.

ARTICLE 2 RESPONSIBILITIES OF HEALTH PROMOTION FOUNDATION

Health Promotion Foundation hereby commits its support for the implementation of the project as per the conditions set out in this MOU. For this purpose, the Parties hereby set forth the agreed milestones and KPIs for the duration of the project as described in **Appendix A**. The said Appendix may be amended by the Parties in writing from time to time to set out amendments to existing milestones/KPIs or to include or otherwise amend the scope of the milestones in respect of the Project.

Project related support on part of Health Promotion Foundation shall be made in accordance with Article 6 and the Changing Diabetes® in Children Finance Guidelines outlined in **Appendix B**. Such support shall furthermore be pursuant to the conditions stipulated in this MOU and administrative directions of Health Promotion Foundation communicated to the Satellite Centre from time to time.

HPF (Health Promotion Foundation) will arrange to provide insulin free-of-charge for children enrolled in the Project during the project duration. HPF will also provide a registry system that shall be used by the Satellite Centre for the systematic collection of patient data in compliance with guidelines intimated by HPF and in compliance with local law relating to collection and handling of such data. HPF will also be providing patient education material to be shared with patients and families visiting the clinic. HPF will be conducting random visits to the clinic to gauge the quality of service/ care being provided.

ARTICLE 3 RESPONSIBILITIES OF THE SATELLITE CENTRE

While Health Promotion Foundation will provide guidance and support to Satellite Centre in respect of the Project specified in **Appendix A**, the Satellite Centre shall bear full responsibility for carrying out the tasks required to achieve the agreed milestones mentioned in the said appendix. Accordingly, the Satellite Centre shall:

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- Act in its own name and on its own account. This means, inter alia, that this MOU shall not result in the Satellite Centre being regarded as an agent, partner or legal representative of Health Promotion Foundation for any purpose whatsoever, and that the Satellite Centre is not authorised to assume or create any obligation or responsibility express or implied, on behalf of or in the name of Health Promotion Foundation, or to bind Health Promotion Foundation in any manner or thing whatsoever.
- Implement project activities mentioned in **Appendix A** in respect of the Project in accordance with guidelines, milestones & project KPIs set out in **Appendix A** or intimated by Health Promotion Foundation from time to time.
- Ensure that the activities in the Project are carried out in full respect of the principles and norms laid down in the United Nations Universal Declaration of Human Rights,
- Arrange adequate space for setting up specialized diabetic clinic for the conduct of the activities of the Project for the duration of the Project.
- Ensure that the necessary professional and administrative capacity for a proper and adequate administration of the Project is available and in place and be responsible for reporting and submission of accounts as well as planning for auditing in accordance with the requirements stated below,
- Ensure that appointments and enrolment of children are made on the basis of transparent selection procedures, observing the criteria that discrimination against race, sex, creed, or political affiliation must not take place, and that appointments and enrolments are made on the basis of candidates' profiles matching requirements outlined in the guidelines provided by Health Promotion Foundation in this regard.
- Inform other vendors and participants in the project about the terms of non-discrimination, representation and warranties, business ethics and Human Rights mentioned in this MOU and ensure that these are observed and that contracts entered with suppliers and local vendors and participants include clauses of annulment or discontinuation in cases of corruption or fraud in relation to the Project,
- Keep an inventory for all equipment provided in the framework of the Project provided by HPF, and ensure proper safety/security of the equipment, the loss or damage of which shall be the responsibility of the Satellite Centre.
- Observe HPF communication guidelines and HPF ethical guidelines for stakeholder and media engagement,
- Give HPF unrestricted rights to use project materials for non-commercial purposes and to permit such non-commercial use to third parties,
- At each patient visit to the clinic, collect patient data on the patient registry provided by HPF in accordance with guidelines and local law in this respect,
- Be the owner of the patient data collected in the registry and be responsible for compliance of law in respect of such data,
- Provide, for the purposes of quality monitoring and/or evaluation of the project, a third-party access to the data collection sheets, registry system and all respective data.



- A project termination report shall be submitted by the Satellite Centre to Health Promotion Foundation no later than 3 months after conclusion of the project, accompanied by audited accounts.
- Furthermore, the Satellite Centre shall report to Health Promotion Foundation immediately in case of one or more of the following events:
 - In case major difficulties occur during the carrying out of the Project, including support difficulties;
 - In case major problems arise in relation to the Satellite Centre's relationship to the national authorities, Satellite Centre organisations or Project Employees; and/or
 - In case of well-founded suspicion of theft, fraud, corruption, misuse or other irregularities or demonstration of the same in connection with administration of the project.
 - Such reporting shall be in writing and shall inform Health Promotion Foundation how the Satellite Centre plans to solve and follow up on the difficulties and irregularities reported.
- HPF reserves the right to, at any time, commission an independent third-party audit to undertake an assessment of the project's implementation status. The Satellite Centre shall provide assistance in such an assessment, including but not limited to, the timely provision of relevant information and material.

ARTICLE 4 COMPLIANCE WITH LAW

The Satellite Centre represents and warrants that:

- It is authorised to enter into and execute this MOU, and the signatory on behalf of the Satellite Centre is a duly authorised person representing the institution of the Satellite Centre.
- It has obtained and will maintain any and all authorisations, licenses, registrations or other permissions necessary to carry out its operations or activities under this MoU, including but not limited to any internal approvals or authorisations relating to entering into this MoU and performing its obligations as agreed between the Parties herein.
- It is now in compliance with the laws of Territory applicable to its performance under this MOU as well as the laws of any other countries or jurisdictions that are applicable to the transactions contemplated herein.
- In the course of performance of its obligations hereunder and performance of the transactions contemplated hereunder, it shall continue to comply in full with all applicable legislation (including tax, exchange control and foreign contribution regulation laws) of Pakistan and of each country in which such performance may take place and shall ensure that all its associates comply in full with these requirements.
- The execution of, and the transaction(s) contemplated by, this MOU, including those relating to receipt of support, duties and responsibilities, are legal and binding in Pakistan and in each country in which performance of such transactions may take place.
- It is not, and will not become, a party to any other MOU or place itself under any obligation to or restriction by any third party which would prevent the



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Satellite Centre from entering into this MOU or which would adversely affect this MOU, the performance of the services or any of the undertakings set forth herein in any manner.

- It has not taken, and will not take, any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of any money or anything else of value to any public official (including any officer or employee of Pakistani or foreign government or government-controlled entity or of a public international organization, or any person acting in an official capacity on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Public Officials") or to any other person while knowing that all or some portion of the money or value is offered, given or promised to a Public Official for the purpose of securing an improper advantage. For the avoidance of doubt, doctors, hospital administrators and other persons at government-run, government-owned or government-controlled hospitals are Public Officials.
- No part of the payments received by the Satellite Centre, directly or indirectly from HPF, will be used for any purpose which would cause a violation of the laws of Pakistan or any other applicable jurisdiction by the Satellite Centre or anyone associated by it.
- In the course of performance of its obligations hereunder and performance of the transactions contemplated hereunder, it complies with business ethics guidelines set forth in **Appendix C** and shall make sure that its employees, agents, representatives involved in the performance of this MOU are aware of and comply with these requirements.
- Health Promotion Foundation shall not be obligated under this MOU to take any action or make any omission that it believes, in good faith, would cause it to be in violation of any laws of Pakistan or any other applicable jurisdiction.

ARTICLE 5 ADMINISTRATION OF PROJECT SUPPORT

Every year in November, the Parties will agree on specific milestones on enrolment of type 1 diabetic children and other Project activities for the following year, and the revised milestones and support will be added as an appendix to this MOU. The activities of the Project shall be carried out within the frames specified in the said revised appendix.

Administration of the Project and support is subject to the Changing Diabetes® in Children Finance Guidelines (Appendix B).

ARTICLE 6 SUPPORT AND REPORTING TO HPF

Project related support and reporting by the Centre to HPF are subject to the Changing Diabetes® in Children Finance Guidelines (Appendix B).

HPF will start arranging and providing its support to the Project specified in Appendix A. Subsequent support shall be made provided that the agreed milestones have been reached by the Centre as per stipulations set out in the said Appendix.

The Centre will report on project implementation and status of support provided by HPF on a bi-annual basis.

HPF or a commissioned third party may carry out field visits at any time as part of the Project monitoring and evaluation. Any such visit shall be coordinated with the Centre.



ARTICLE 7 ACCOUNTS and AUDIT

Changing Diabetes® in Children Finance Guidelines apply. Audit costs shall be borne by HPF.

ARTICLE 8 BREACH OF CONTRACT

In case of breach of conditions, representation or warranties contained in this MOU by the Satellite Centre Health Promotion Foundation shall be entitled to seek civil or criminal remedies including temporary or permanent injunctive relief with a view to limiting the impact of such breach of contract. In addition HPF may take actions in the form of written protest, initiation of investigations by consultants or auditors of the Satellite Centre, withholding further support or terminating this MOU. In such cases the Satellite Centre is obliged to return all equipment and support provided by HPF available with the Satellite Centre on the date of termination. Breach of contract shall include but is not limited to: failure on part of the Satellite Centre to meet the milestones or responsibilities mentioned in Article 3, non-fulfilment of reporting requirements, failure to provide required accounts, fraud, initiation of insolvency or bankruptcy proceedings against the Satellite Centre, breach of representation or warranties specified in Article 4, non compliance, breach or threatened breach of business ethics guidelines specified in **Appendix C**.

ARTICLE 9 TERMS AND TERMINATION

This MOU shall enter into force on April 16th 2025 and shall continue in effect for the full duration of the Project up to December 31st 2027 unless terminated in accordance with Article 8.

Notwithstanding anything contained in this MOU, Health Promotion Foundation & DUHS reserves the right to terminate the Project and this MOU at any given point at without cause, by providing 30 days' notice to the Satellite Centre. In case of such termination Health Promotion Foundation will be obliged to provide necessary support for the orderly closure of activities planned for the calendar year in which such termination occurs. Except to the extent stated, such termination shall be without any liability on part of Health Promotion Foundation & DUHS.

Health Promotion Foundation & DUHS reserves the right to terminate the Project and this MOU on immediate basis, if determines the occurrence of the following events:

- (i) Material breach or violation of the provisions of this MOU
- (ii) Failure to meet KPIs of this Project by the Satellite Centre as determined by Health Promotion Foundation.
- (iii) Change in control or management of the institute of the Satellite Centre.
- (iv) In case of termination, the Satellite Centre shall be liable to immediately return all equipment provided under this MoU.

ARTICLE 10 GOVERNING LAW AND DISPUTE RESOLUTION

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Both Parties will use reasonable efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this MOU, which cannot be solved amicably by the Parties, shall be referred to arbitration as described below.

This Agreement shall be governed, construed and determined in all respects, in accordance with the laws of Islamic Republic of Pakistan, to the exclusion of any rule that would refer the subject matter to another forum.

Any dispute and or differences pertaining to this Agreement which may arise in respect of any claim or for the interpretation of this Agreement shall be resolved amicably through mutual consultation between the Parties. If this is not achieved within 10 (Ten) business days of Health Promotion Foundation, such dispute(s) between the Parties as to any matter or thing arising from or in any manner connected with this Agreement shall be referred to arbitration.

The arbitration proceedings shall be conducted in accordance with the Arbitration Act, 1940, or any amendment or re-enactment thereof and the rules made there under, by a panel of 3 (three) arbitrators, 1 (one) to be appointed by the Health Promotion Foundation, 1 (one) to be appointed by Satellite Centre and the third to be appointed by the other 2 (two) arbitrators.

The decision of the arbitrators or umpire, as the case may be, shall be final and binding. The venue of such arbitration shall be Karachi and the language shall be English. Arbitration as aforesaid shall be a condition precedent to any other action under law.

ARTICLE 11 NOTICES

In case of termination, notice under this MOU shall be in writing and shall for all purposes be deemed to be fully given and received if delivered in person or sent by registered mail, or by facsimile transmission (with an appropriate transmission receipt) to the Parties respectively at the following addresses:

If to

Health Promotion Foundation

Represented by:
Prof. Abdul Basit

Email

abdulbasit@healthpromotionfoundation.org

If to

Dow University of Health Sciences

Represented by:

Dr. Musarrat Riaz

Email – musarrat.riaz@duhs.edu.pk

Reports, requests, approvals or other communication shall be accepted via email and directed to the responsible Health Promotion Foundation colleague as per communication of Health Promotion Foundation responsibilities to the Satellite Centre.



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ARTICLE 12 WARRANTY

Each person signing below, and each Party on whose behalf such person executes this MOU warrants that he or it, as the case may be, has the authority to enter into this MOU, and that performance of this MOU does not in any way conflict with any other MOU, including, but not limited to, any policy or guideline binding on such person or Party.

ARTICLE 13 INDEMNITY

The Health promotion Foundation and DUHS shall indemnify and hold each other harmless (excluding indirect, consequential damages, punitive damages, and property damage) from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards, or judgments, and reasonable attorneys' fees incurred by or brought against each other, to the extent that they were caused by or contributed to by any negligent act or omission, or from any unauthorized disclosure and/or use of any part of the information related to the Project by either the Health Promotion Foundation or DUHS, including their employees, agents, or contractors, in connection with the performance of this MOU.

ARTICLE 14 MISCELLANEOUS;

Variation - No variation or amendment to/of this MOU shall be binding on any Party unless such variation is in writing and signed by each Party.

Force Majeure - Neither Party shall be liable to the other for any failure of performance hereunder which is due to a so-called act of God, or an accident, fire, riot or civil commotion, act of terrorism, emergency not within the reasonable control of the defaulting Party

Entire Agreement - Except as otherwise agreed between the Parties, this MOU constitutes the whole agreement between the Parties relating to the Project and supersedes any other prior MOU or oral understandings relating to the subject matter.

SIGNED BY:

Date:

On behalf of
Health Promotion Foundation

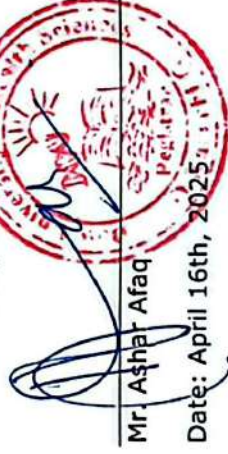


Prof. Abdul Basit

Date: April 16th, 2025

Date:

On behalf of
Dow University of Health Sciences



Mr. Ashar Afaq

Date: April 16th, 2025

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APPENDIX A

Roles & Responsibilities

Health Promotion Foundation	Satellite Centre	HPF
N/A	Ensure the equipment is used for the purpose as intended and no damage is done to the equipment	Provide equipment for type 1 diabetes treatment and management
Forward the request of the Satellite Centre to HPF for its relevant action	Inform Health Promotion Foundation on a timely basis about the maintenance required	Maintenance of the equipment provided
N/A	The equipment shall all times remain the property of HPF. However, in the event full term/duration of the MOU is successfully completed, HPF in its sole discretion may transfer ownership of the equipment to the Satellite Centre.	Be the owner of the equipment provided for the project duration
Follow up with the Satellite centre if insulin request is not raised timely	Ensure that insulin request for the following month is raised by 25 th of every month for timely deliveries	Provide insulin to the Satellite Centre by the 2 nd of each month
Provide support if required to achieve any of the agreed KPIs	Develop a strategy to ensure project KPIs are met	Inform the Satellite Centre of its KPIs for the duration of the project
Facilitate participation in the trainings	Be an active participant of the trainings conducted by HPF	Conduct training program for the main Satellite Centre HCPs and provide them with training manual
Support the diabetes educator to enter data into the registry	Ensure the diabetes educator updates the registry in a timely manner	Provide access to the diabetes registry
If required provide education to the diabetes educator for effective implementation and execution	Ensure the diabetes educator is using the patient education material for all patients at the clinic	Provide patient education material

Satellite Centre KPIs

Milestone	Detail	KPI
Patient enrolment	Patients enrolled in the CDiC project and eligible for treatment	50 patients per year
Medical camps	Invite enrolled patients to the camps for patient education and family counselling	5 per year
Data registry	Patient data timely entered and updated into the provided software	All patients



Patient education	Diabetes educators to educate the patients for type 1 diabetes management	DE to be available at clinic timings
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Equipment & Support material to be provided by HPF:

BP Apparatus
Stadiometer
Weighing Scale
Ophthalmoscope
Refrigerator
Desktop Computer
Steel Filing Cabinets
Clinic branding

d) Training and education of the HCPs:

HPF will provide training to the satellite centre and from each satellite Centre 1 (one) Doctor and 1 (one) diabetes educator nominated by the Satellite Centre and intimated to HPF in writing by the authorised representative of the Satellite Centre will be initially trained.

Going forward Health Promotion Foundation's HCP and DE will conduct periodic doctor and DE training of the reporting Satellite Centres to improve overall understanding and care for children with type 1 diabetes.

Patient Education Camps – Satellite Centre will support HPF to conduct minimum of 5 camps per year and coordinate to get all the children enrolled in the project to participate.

Patient Education material: HPF will provide patient education material for the specific needs of Type 1 management.



APPENDIX B

CDIC Finance Guidelines

1 APPLICABILITY

1.1 These guidelines shall be followed by the Satellite Centre to whom or which support has been extended by HPF for activities under the Project.

1.2 As a condition of receiving any support the Satellite Centre must attest in writing to their commitment to fully, faithfully and timely comply with these guidelines and the included reporting and monitoring requirements.

2 REVIEW OF PROGRESS REPORTS

- HPF or its authorized representative or auditor of HPF will review the bills submitted or support extended by the Project and progress reports and, on approval by HPF, initiate further support on receipt of the progress report.
- HPF shall seek clarification from the Satellite Centre as soon as any issue or question in relation to the progress report's content emerges.
- Both parties shall collaborate to clarify any such questions and issues in an efficient and timely manner to avoid a delay in project implementation.
- HPF may, depending on the issue at hand, withhold or provide further support until any such issue or question has been addressed.

3 ACCOUNTS AND AUDIT

- The Satellite Centre shall maintain a reliable accounting system based on generally accepted accounting principles and shall be responsible for the accounting systems of any local Satellite Centers.
- The Satellite Centre shall ensure that the necessary professional and administrative capacity for a proper and adequate administration of the Project support granted is available and in place and be responsible for reporting and submission of accounts as well as planning for auditing in accordance with the requirements stated below.
- The project accounts shall be audited by a Chartered Accountant according to Local Law within the time limit stipulated by law and a copy of such accounts shall be provided to HPF for each year of the Project during the tenancy of this MOU. The auditor shall audit the project accounts pursuant to generally accepted accounting principles.
- The Satellite Centre shall grant HPF and its auditor full access and assistance when auditing the project, its documents, accounts, inventory, etc.
- Audit costs undertaken by HPF at the Satellite Centre shall be at the cost of HPF.



APPENDIX C

Business Ethics

The parties must act in accordance with good business conduct provided and read by the Satellite Centre upon signature of this contract. An extract of the main points of the policy is stipulated below:

- **Conflict of interest**
A conflict of interest arises when a contractor's personal interest, whether social, financial or political, or the interest of the contractor's close relative is incompatible with, or could be perceived as incompatible with, the interests of HPF as a whole. Conflicts of interest must be avoided and reported to the HPF contact point/ whistleblower if they occur.
- **Bribery**
The promising, offering or giving, directly or indirectly, of any undue advantage or anything of value to a business Centre, including a public official for improper and corrupt purpose of influencing the recipient to misuse his/her position or official capacity in order to assist the company in obtaining or retaining business, gaining an undue or improper advantage or benefit. Bribery is illegal and unacceptable.
- **Facilitation payments**
Minor payments made to a private or public official for the purpose of expediting or facilitating the performance by the official of a routine action, are prohibited in HPF
- **Donations**
Donations must not be granted to support political parties or political campaign efforts. Furthermore, charitable contributions and sponsorships are not to be used as a subterfuge for bribery.
- **Gifts and entertainment**
To avoid that gifts and entertainment have undue influence on business decisions, the maximum amount for gifts and entertainment must be defined by HPF locally. Gifts may never be illegal, known to be in violation of the rules of the recipient's organization, unsavoury, cash or cash equivalent. Extravagant entertainment should not be offered.
- **Public Affairs**
Where HPF is engaged in Public Affairs activities that address issues which are material to the company or are of significant public interest, the interest and positions of HPF should always be stated in an open and honest manner.
- **Books & Records**
Whenever HPF gives anything of value to an External party, this must always be accurately recorded in the local business unit's books. The recorded entry must expressly state the nature, purpose and participants, if applicable, of the expenditure and the records must be preserved in accordance with HPF's document retention procedures.



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