Safety Net Support Program (Non-Prescription)

Application for Partnership with Direct Relief

Step 1: Please return the completed application via email, mail, or fax, to the contact information listed below. Applications that are missing required information will not be processed until the information is received.

Direct Relief, 6100 Wallace Becknell Road, Santa Barbara, CA 93117
usaprograms@directrelief.org | (877) 303-7872 phone | (805) 823-7201 fax

Step 2: Once the application has been approved, the primary contact will be notified with information on how to navigate the Direct Relief Network, if applicable.

Eligibility Requirements

Your organization must:

- Have federal 501(c)(3) non-profit tax-exempt status
- Dispense donated products to low income patients/clients within the United States

Note: * indicates a required field.

Main Site

Please enter the administrative site as the "Main Site" address on this page. If you’d like to include additional sites in our donation program, please provide an attachment with the following information for each site: site name, address, phone number, fax number, as well as the name, job title, phone and email for the primary contact.

Note: We cannot ship to P.O. Boxes or personal residences.

| Partner Name*: | ____________________________ |
| Attention: | ____________________________ |
| Address*: | ____________________________ | City, State, Zip*: | ____________________________ |
| Telephone*: | ____________________________ | Fax*: | ____________________________ |
| Website: | ____________________________ |

Will this location receive shipments from Direct Relief*? ☐ Yes ☐ No

EIN/Tax ID Information*

Per the IRS, to be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual.

Format: (XX-XXXXXXX)
Number of Patients/ Clients and Sites

Please enter the total number of unduplicated patients/clients (not encounters) served by your corporation in the last year. This should include the aggregate number of patients/clients seen at all sites.

<table>
<thead>
<tr>
<th>Total Annual Number of Unduplicated Patients/ Clients*:</th>
<th>_______</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Delivery Sites*:</td>
<td>_______</td>
</tr>
</tbody>
</table>

Storage Capabilities

How many pallets (4’X3.3’X7.5”) can you store securely and under appropriate conditions?* _______

Memberships

Is your facility a member of any professional association?* (mark all that apply)

☐ State Association  ☐ None  ☐ Other (Regional, Local, Homeless, Mental Health, etc) Please list: ________________________________

Facility Licenses

Please provide license number and corresponding expiration date for facility license, if applicable.

<table>
<thead>
<tr>
<th>Facility License</th>
<th>License #:</th>
<th>Expiration Date:</th>
<th>Authority:</th>
</tr>
</thead>
</table>

Contacts

Please provide us with contact information for your primary contact person and CEO/Executive Director.

**Primary Contact** - The primary contact will be issued a login, receive notifications of product offers, and place orders on behalf of the entire corporation, if applicable.

Prefix*: _______ Name*: _________________________________
Job Title*: _________________________________ Phone Number*: ________________ Ext: _______
Email Address*: _________________________________

**CEO/Executive Director** - The director listed here acts as the CEO/Executive Director for your entire corporation.

Prefix*: _______ Name*: _________________________________
Job Title*: _________________________________ Phone Number*: ________________ Ext: _______
Email Address*: _________________________________

Safety Net Support Program (Non-Prescription): Application for Partnership (Rev. 10/01/2013)
NON-PRESCRIPTION PRODUCTS DONATION AGREEMENT

THIS NON-PRESCRIPTION PRODUCTS DONATION AGREEMENT is made as of this [_____] day of [____________], 20__ (the "Effective Date"), by and between Direct Relief, a California nonprofit public benefit corporation ("Direct Relief"), with its primary place of business located at 27 S. La Patera Lane, Santa Barbara, CA 93117 and [____________________________________________] ( "Partner") whose principal place of business is located at [___________________________________________], with reference to the following facts and intentions:

WHEREAS, Direct Relief is a non-profit public benefit corporation dedicated to providing access to affordable medical care and medicines to low-income individuals, and

WHEREAS, Partner is a non-profit, social service or government agency, community based organization, or other non-profit organization dedicated to providing community-directed high quality, comprehensive and affordable health care or services for medically underserved and indigent populations, and

WHEREAS, Direct Relief wishes to provide donated over-the-counter items, personal care products, vouchers, equipment, supplies, and/or other health related items (as provided hereunder by Direct Relief to Partner, the "Donated Products"), to be dispensed to individuals who receive care and/or services through Partner’s organization and are deemed in need, low-income, or underserved hereto (such individual, an "Eligible Individual"), which may be modified from time to time in the sole discretion of Direct Relief.

NOW, THEREFORE, in consideration of the foregoing premises which are hereby incorporated into the operative provisions of this Agreement by this reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Supply of Donated Products. Notwithstanding anything to the contrary herein, nothing in this Agreement obligates Direct Relief to donate or otherwise provide to Partner any over-the-counter items, personal care products, vouchers, equipment, supplies, and/or other health related items to Partner (as provided hereunder by Direct Relief to Partner, the "Donated Products"), to be dispensed to individuals who receive care and/or services through Partner’s organization and are deemed in need, low-income, or underserved hereto (such individual, an "Eligible Individual"), which may be modified from time to time in the sole discretion of Direct Relief.

Partner agrees to dispense all Donated Products strictly on the basis of need and without regard to race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, religion, disability, political affiliation or other characteristic protected by applicable statute. In no case will Partner withhold Donated Products from Eligible Individuals because of their inability to pay for such Donated Products.

   a) Partner agrees to dispense all Donated Products strictly on the basis of need and without regard to race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, religion, disability, political affiliation or other characteristic protected by applicable statute. In no case will Partner withhold Donated Products from Eligible Individuals because of their inability to pay for such Donated Products.

   b) Partner agrees that it will only dispense Donated Products to Eligible Individuals that are receiving care and/or services from Partner’s organization, and that employed Partner staff will be responsible for dispensing Donated Product directly to any qualifying Eligible Individual, in quantities appropriate for use by that Eligible Individual.

   c) If Partner becomes aware of information about an individual that would affect the individual’s continued eligibility to receive Donated Product, Partner must discontinue the individual’s participation.

   d) Partner shall abide by all applicable federal, state, and local regulations in the dispensation of Donated Products. Partner agrees that Donated Products will not be sold, traded, or further donated, nor will Donated Products be returned to the original manufacturer for credit.
e) Direct Relief will, in its sole discretion and at its sole expense, select the mode of shipment and route Donated Products to Partner. Title to Donated Products and risk of loss shall pass to Partner upon delivery of the Donated Products to Partner at a mutually determined location. The shipping location must be a delivery site owned, operated, or controlled by Partner.

f) In the event that Partner receives Donated Product shipments at multiple shipping locations, Partner will have written policies and procedures for re-distribution of Donated Product. Further, Partner will have appropriate individual screening at each dispensing site.

g) Partner shall ensure that Donated Products are securely stored and handled according to package labeling.

h) Partner shall segregate the Donated Products from other medical products that Partner receives.

i) Partner shall maintain books and records sufficient to create an audit trail for the distribution of Donated Products to Eligible Individuals.

2. **Product Recalls.** In the event Direct Relief is required by the manufacturer of a Donated Product (or voluntarily decides) to initiate a recall, withdrawal or field correction of, or field alert report with respect to, any Donated Product, whether or not such recall, withdrawal, field correction or field report has been requested or ordered by the FDA, Direct Relief shall notify Partner, and Partner shall fully cooperate with Direct Relief, to implement the same. Direct Relief will make all contacts with the manufacturer of the subject Donated Product and will be responsible for coordinating all of the necessary activities in connection with any such recall, withdrawal, field correction, or field alert report. Partner agrees to make no statement to the media in respect to the subject matter of this Section 2 except in accordance with Section 13 of this Agreement.

3. **Representations, Warranties and Covenants.**

   a) Partner represents and warrants to Direct Relief as follows:

   i. Partner has not received and will not receive anything of value from Direct Relief as a condition to receiving the Donated Products;

   ii. Donated Products are solely for the uses set forth herein, and will not be transferred by or to any third party for money, property, services or any other remuneration of any kind; and

   iii. Partner is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or is a government instrumentality as such term is described in Section 170(c)(1) of the Code. Partner represents that it is not a private foundation and that the use by it of the Donated Products is related to the purpose for which Partner received tax exemption under the Code.

   b) Both parties represent that this Agreement has not been made in exchange for any explicit or implicit agreement that Partner will purchase, recommend, or otherwise arrange for the use of any Donated Products.

   c) Partner covenants that it shall provide the Donated Products received under this Agreement free of charge and only to Eligible Individuals, except that a nominal dispensing fee shall not be a breach of this Agreement, provided, that such fee must be waived if the Eligible Individual cannot afford payment thereof.

   d) Partner covenants that it shall (i) maintain adequate books and records on the receipt, distribution and disposition of all Donated Product for review by Direct Relief or its designee, and (ii) ensure that written policies and procedures are in place to adequately determine patient eligibility at each site where patient screening will occur, and (iii) maintain and retain for six (6) years following the
termination or expiration of this Agreement adequate documentation and complete records verifying patient eligibility to receive Donated Product for review by Direct Relief or its designee.

e) Partner covenants that upon receiving the Donated Products, it will sign and retain a copy of the original packing slip included with each Donated Product shipment. Partner acknowledges that the packing slip will contain an additional representation as to how the Donated Products will be used. Any defects, shortages or problems with the Donated Products shipment must be reported to Direct Relief within three (3) days of receipt of the shipment.

f) Both parties shall comply with all applicable federal, state, and local laws, regulations and guidelines, including any licenses, permits, or registrations necessary to be able to provide the Donated Products, which include but are not limited to all laws, rules, regulations and guidelines regarding anti-bribery and anti-kickback actions.

g) Without limiting the foregoing or anything to the contrary in this Agreement, Partner covenants and agrees that neither Partner nor any of its affiliates or any of their respective officers, directors, employees, agents or representatives shall offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to any public official, for that official or for any third party, in order that the official act or refrain from acting in relation to that performance of his or her official duties, in order to obtain or retain business or other improper advantage in the conduct of Partner's obligations.

4. DISCLAIMER OF WARRANTIES AND LIABILITY BY DIRECT RELIEF

a) Partner understands and agrees that in providing the Donated Products to Partner, Direct Relief does not act as a seller, reseller, or manufacturer for purposes of products liability law or for any other purpose.

b) NEITHER DIRECT RELIEF NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, INJURY, OR DAMAGE CAUSED BY THE USE OF ANY MEDICINE, EQUIPMENT, OR SUPPLIES OF ANY KIND THAT IS PROVIDED BY DIRECT RELIEF HEREUNDER NO MATTER WHAT MANNER THEY ARE USED IN, INDIVIDUALS AND ORGANIZATIONS WHO USE OR DISPENSE OF THE PHARMACEUTICALS, EQUIPMENT OR SUPPLIES DONATED BY DIRECT RELIEF DO SO AT THEIR OWN RISK AND MAY SUFFER SERIOUS PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE. DIRECT RELIEF MAKES, AND HAS MADE, NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OR SAFETY OF ANY OF THE DONATED PRODUCTS, AND IT EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. DIRECT RELIEF IS A CHARITABLE ORGANIZATION AND DOES NOT HAVE THE EXPERTISE TO INSPECT, AND THEREFORE HAS NOT INSPECTED, ANY OF THE DONATED PRODUCTS THAT IT HAS DONATED OR WILL DONATE TO PARTNER. NEITHER DIRECT RELIEF NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS RESPONSIBLE FOR ANY LIABILITY, CLAIM, DAMAGE, LOSS, INJURY, OR DAMAGE OF ANY KIND, INCLUDING LOSS OF PROFITS, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OF ANY OF THE DONATED PRODUCTS THAT IT HAS DONATED OR WILL DONATE UNDER THIS AGREEMENT.

5. Indemnification. Partner agrees to indemnify, defend and hold Direct Relief, its subsidiaries and their respective directors, officers, employees and agents, harmless from any claims, liability, loss, damage or injury of any kind, including attorneys’ fees and costs of litigation, directly or indirectly resulting from or associated with the Donated Products delivered hereunder, and further agrees that Partner will not seek indemnity from any Direct Relief Party for damages arising out of the condition or use of Donated Products delivered hereunder. This indemnity obligation by Partner shall be without regard to any act or omission by Direct Relief, its subsidiaries and affiliates or their respective directors, officers, employees, or agents
unless such act or omission is proven by a court of competent jurisdiction to be willful misconduct or gross negligence.

6. **Term and Termination.** This Agreement is effective as of the Effective Date and will continue until terminated by either party in accordance with the terms hereof:

   a) Either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party, with or without cause or reason.

   b) If Partner breaches Section 1(a)-(d), or any provision of Section 3, or Direct Relief has a reasonable basis (determined in its sole discretion) to believe that either Partner or any of Partner’s affiliates or any of their respective officers, directors, employees, agents or representatives is involved in counterfeiting, illegal diversion, bribery, or handling of stolen medicines, medical equipment and supplies or other medical products or that Partner has failed to establish appropriate controls against such activities, Direct Relief has the right to terminate this Agreement immediately upon notice to Partner.

   c) Upon expiration or termination of this Agreement for any reason, (i) Sections 2 and 3 shall survive for so long as Partner retains any Donated Products, (ii) Sections 4, 5, 15, and 16 shall survive indefinitely, and (iii) Section 7 shall survive for such period until Direct Relief’s audit rights expire.

7. **Audit Right.** During the term of this Agreement and for a period of three (3) years thereafter, upon thirty (30) days prior written notice to Partner and during regular business hours, Direct Relief or its designee shall have the right to audit and inspect Partner, its facilities, and its books, records and procedures relating to activities contemplated by this Agreement, in order to verify that Partner has operated in accordance with the terms of this Agreement. Partner shall, at the time of treatment, obtain from their Eligible Individuals any authorizations required by federal, state or local law to allow Direct Relief or its designee to conduct the audit activities contemplated by this Section 7. Except as required by law or court order or other governmental order, Direct Relief shall maintain all information it obtains regarding Eligible Individuals as strictly confidential.

8. **Notices.** Any notice required or otherwise made pursuant to this Agreement shall be in writing, personally delivered or sent by certified mail, return receipt requested, or recognized courier service, properly addressed, or by facsimile with confirmed answer-back, to the other party at the address set forth above. Notices shall be deemed effective (a) on the date received if personally delivered or sent by certified mail or recognized courier, or (b) upon the date of confirmed answer-back if sent by facsimile or such other address as may be provided by each party in writing from time to time.

9. **Independent Contractors.** The relationship of the parties under this Agreement is that of independent contractors and neither party shall have authority to bind or act on behalf of the other party except as otherwise agreed in writing by the parties. Nothing herein shall be deemed to be a partnership or joint venture between the parties.

10. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Direct Relief may assign this Agreement to one of its wholly owned subsidiaries or affiliates.

11. **Publicity.** Neither party shall disclose the terms of this Agreement nor use the other party’s name, logo, trademark, or service mark in any promotional or general announcement without the other party’s prior written approval.

12. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or other electronically transmitted signatures will be deemed originals of the executed signature pages.
13. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14. **Electronic Storage.** Each party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Each party agrees that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

15. **Dispute Resolution.** The parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (each a “Dispute”), under this Section 16, which is the exclusive mechanism for resolving any Dispute.

   a) **Negotiations.** The parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within ten (10) business days after one party provides notice to the other party of such Dispute (“Dispute Notice”), either party may initiate mediation pursuant to this Section 15.

   b) **Mediation.** Subject to clause (a) above, either party may, at any time by notice to the other party, demand mediation of the Dispute (“Mediation Notice”). The parties shall cooperate with one another to select a neutral mediator and in scheduling mediation proceedings. If the parties are unable to agree on a mediator within five (5) days of the Mediation Notice, the mediation will occur under the rules of JAMS with a mediator selected under JAMS’ rules. The parties agree that the mediator’s fees and expenses and costs incidental thereto will be shared equally by the parties. The parties agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any party, its agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

   c) **Litigation or Arbitration.** If the parties are unable to resolve the Dispute by mediation within 30 days of the Mediation Notice, either party may file an action in a court of competent jurisdiction (as provided herein) or commence binding arbitration.

16. **Attorneys’ Fees.** Should either party be required to bring legal action to enforce the terms of this Agreement, it is agreed that the prevailing party shall be entitled to an award of its costs and reasonable attorneys’ fees.

17. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles, with venue for all purposes proper only in the County of Santa Barbara, State of California.

18. **Interpretation.** In this Agreement, except to the extent otherwise provided or the context otherwise requires, any statute, rule or regulation defined or referred to herein or in any exhibit attached hereto means such statute, rule or regulation as from time to time amended, modified or supplemented, including by succession of comparable successor statutes, rules and regulations.

19. **Entire Agreement.** This Agreement and Exhibits constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. Except as otherwise set forth herein, no modification to this Agreement shall be effective unless signed by both parties.

[Signature Page Follows]
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its authorized representatives in its names and on its behalf.

PARTNER ORGANIZATION:

Partner Contact (Print Name and Title): ______________________________

Signature: ___________________________ Date: ______________

CEO/Executive Director (Print Name): ______________________________

Signature: ___________________________ Date: ______________

DIRECT RELIEF:

Executive Vice President and COO: Bhupi Singh

Signature: ___________________________ Date: 07/01/2019