Memorandum of Understanding

between

The Ministry of Labour, Health and Social Affairs of Georgia,

JSC "The National Center for Tuberculosis and Lung Diseases"

and

Médecins Sans Frontières-France

*''Implementation of new Drug-Resistant Tuberculosis Treatments''*

Georgia 2014

## Acronyms and Abbreviations

| | |
|---|---|
| AP | Ambulatory Point |
| CU | Compassionate Use |
| DR-TB | Drug-Resistant Tuberculosis |
| DST | Drug Susceptibility Test |
| EMG | Electromyography |
| FU | Follow Up |
| HBC | Home Based Care |
| ICSR | Individual Case Safety Reports |
| ITM | Institute of Tropical Medicine |
| MedDRA | Medical Dictionary for Regulatory Activities |
| MoLHSA | Ministry of Labour, Health & Social Affairs |
| MoU | Memorandum of Understanding |
| MSF | Médecins Sans Frontières |
| MSF-AC | Médecins Sans Frontières-Access Campaign |
| MSF-F | Médecins Sans Frontières-France |
| MSF-PIH | Médecins Sans Frontières – Partners in Heath |
| MSF-PIH CU committee | Médecins Sans Frontières – Partners in Heath compassionate use committee |
| NCTLD | JSC "The National Center of Tuberculosis and Lung Diseases" |
| NRL | National Referrence Laboratory |
| PIH | Partners In Health |
| QC | Quality control |
| TB | Tuberculosis |

**Definitions:**

**"The Parties"**: The Ministry of Labour, Health and Social Affairs of Georgia, JSC "The National Center of Tuberculosis and Lung Diseases of Georgia" and the Humanitarian Organization "Médecins Sans Frontières-France".

This Memorandum of Understanding, between Ministry of Labour, Health and Social Affairs of Georgia, JSC "The National Center of Tuberculosis and Lung Diseases" and Médecins Sans Frontières-France, reflects the responsibilities of the three parties with respect to the Implementation of new DR-TB treatments project (hereinafter called "the project").

## I. Background

### I.1 The Organisation Médecins Sans Frontières

I.1.1 MSF is a private, non-profit, humanitarian medical organization, acting in respect of universal medical ethics and international humanitarian law.

MSF provides humanitarian assistance to populations in need, without discrimination based on ethnic, religious or political criteria.

I.1.2 Charter of Médecins Sans Frontières

- **Médecins Sans Frontières provides assistance to populations in distress, to victims of natural or man-made disasters and to victims of armed conflict, without discrimination and irrespective of race, religion, creed or political convictions.**

- **Médecins Sans Frontières observes strict neutrality and impartiality in the name of universal medical ethics and the right to humanitarian assistance, and claims full and unhindered freedom in the exercise of its functions.**

- **Médecins Sans Frontières' volunteers undertake to respect their professional code of ethics and to maintain complete independence from all political, economic and religious powers.**

### I.2 Médecins Sans Frontières-France in Georgia

MSF-F commenced its operations in Georgia including the breakaway of the Autonomous Republic of Abkhazia in 1993 in response to the conflicts following the breakdown of the Soviet Union.
In 2014, MSF-F Mission in Georgia has been supporting 2 programs: Health Access Program and Drugs Resistant TB program in the Autonomous Republic of Abkhazia.

## II. Implementation of new DR-TB treatments Project

### II.1 Objectives of the project

#### II.1.1 Main objective

To offer quality treatment to DR-TB patients with the introduction of new regimen.

#### II.1.2 Specific objectives

1. To support the NCTLD Georgia by MSF-F with the identification of the DR-TB cases eligible for the new regimen.
2. To support the NCTLD Georgia by MSF-F with the preparation of the DR-TB patients for the new regimen.
3. To support the NCTLD Georgia by MSF-F with the start and follow up treatment with new regimen.
4. To support the NCTLD Georgia by MSF-F with the Pharmacovigilance.
5. To support the NCTLD Georgia by MSF-F with the implementation of a system of reporting compatible with the data collection system.
6. To support the NCTLD Georgia by MSF-F with registration of the new TB drugs (Bedaquiline, Delamanid and other drugs which may become available).
7. To support the NCTLD Georgia by MSF-F with the procurement of a secure and affordable supply of new TB drugs.
8. To support MoLHSA and NCTLD Georgia by MSF-F in updating TB guideline/protocols as needed.
9. To support the NCTLD Georgia by MSF-F with training corresponding staff on the use of side effects of new treatments and other topics related to new DR-TB regimen.

## III. Commitments of Parties

### III.1 General Commitments of Parties

1. MSF-F will operate as a partner to the MoLHSA and NCTLD in providing support for the clinical management of the patients and technical support.
2. MoLHSA and NCTLD and MSF-F will jointly ensure the collaboration of MSF-F medical staff with the MoLHSA and NCTLD counterparts in the project sites, facilities supported by MSF-F (Tbilisi TB hospital, Regional Polyclinics and TB Ambulatory points).
3. All significant clinical and treatment decisions associated with the activities listed above will be taken by the "DR-TB committee" chaired by NCTLD and supported by other specialists, local physicians participating in the treatment and management of patients and MSF-F.
4. MSF-F support will be provided according to MSF-F program guidelines and protocols which are in accordance with WHO guidelines.
5. NCTLD and MSF-F will implement a system of reporting compatible with their data collection system.
6. MoLHSA and NCTLD accepts that the purpose of assistance provided by MSF-F to the program is to ensure the improvement of comprehensive DR-TB treatment under the Program, during the course of the MoU in the project sites.

## III.2 Commitment of MoLHSA

1. MoLHSA and LEPL "State Regulation Agency for Medical Activities" will facilitate the process of registration of new drugs (Bedaquiline, Delamanid and other drugs which may become available) in Georgia for the treatment of DR-TB, in accordance with their competence provided by Georgian Law "on Drugs and Pharmaceutical Activities".
2. MoLHSA, within its competence will facilitate and support MSF-F in the importation of unregistered drugs/medical items through the commission in the frame of the project as necessary, in accordance with the requirement of Georgian Law „on Drugs and Pharmaceutical Activities" within the time specified by the same Law.
3. MoLHSA will facilitate MSF-F medical staff, local or international, to provide direct care to DR-TB patients in the frame of the project (including home based care), by granting authorization of medical practice if necessary, in accordance with the current legislation.
4. MoLHSA will facilitate the development of out-patient care network including home-based care for DRTB patients.
5. MoLHSA will provide the periodical inspection of medical facilities, to ensure the conformity of infection control measures with legislative norms.
6. MoLHSA will facilitate the implementation of activities of social support for DR-TB outpatient patients (transportation and cash incentives necessary for the improvement of treatment adherence) provided by the Global Fund to Fight AIDS, Tuberculosis and Malaria. Also, when necessary, will review the issue of continuous provision of abovementioned social support to DR-TB patients.
7. MoLHSA together with NCTLD will ensure universal access to DR-TB diagnosis and treatment to patients

## III.3 Commitment of NCTLD

1. NCTLD recognizes MSF-F as a partner and agrees to work in close and respectful collaboration.
2. NCTLD is primarily responsible for organizational and legal input to the DR-TB treatment project.
3. NCTLD will ensure a sufficient number of personnel are available for the good running of the project.
4. NCTLD will ensure uninterrupted supply of WHO pre-qualified TB/DR-TB drugs to all patients.
5. NCTLD will ensure supply of drugs necessary for side effect treatments, co-morbidities.
6. NCTLD will supply quality assured consumables and reagents for TB diagnosis, culture and DST investigations at the Central Mycobacteriology Laboratory of the NCTLD ("National Reference Laboratory"); as well as other diagnostic tests for baseline assessment, side effect monitoring.
7. NCTLD will support the project of implementation of new DRTB treatments in Georgia by implementing new protocols. NCTLD will support MSF to organize trainings required for

DRTB treatment.

8. NCTLD will ensure the involvement of medical staff in Patient Education and Counselling in the frame of DRTB project to maintain DR-TB patient's adherence.
9. NCTLD will ensure support for Compassionate Use of Bedaquiline, Delamanid and other new drugs which may become available.
10. NCTLD will support surgery, free of charge, if indicated for DR-TB patient.
11. NCTLD together with MoLHSA will ensure universal access to DR-TB diagnosis and treatment to patients

**III.4 Commitment of Médecins Sans Frontières – France**

**III.4.1 MSF-F will support the NCTLD Georgia on the identification of the DR-TB cases eligible for the new treatment**

1. MSF-F will support NCTLD by sending sputum and performing DST for new drus at the ITM lab in Antwerp whenever these tests become available when necessary. MSF-F will support NCTLD to define indications for DST to new drugs.
2. MSF-F will support the NCTLD to introduce the new WHO definitions for DR-TB treatment outcomes, and particularly the definitions for "treatment failure".
3. MSF-F will involve external MSF-PIH CU committee for special or difficult cases or for initial stages.
4. MSF-F will support the NCTLD on staff training *(see paragraph III.4.8)*.

**III.4.2 MSF-F will support the NCTLD Georgia with the preparation of DR-TB patients for the new treatment**

**1.** MSF-F will support NCTLD doctors to develop and revise clinical guidelines and protocols on new TB regimens.

**2.** MSF-F will support the NCTLD with the required, additional resources for baseline testing (ECG devices, cost of tests such as EMG or lipase test outside hospital initially, implementation of lipase test in TB hospital/provision with corresponding reagent) if needed.

**3.** MSF-F will support NCTLD with supplementary resources for adherence support and patient education and counselling for these patients.

**4.** MSF-F will support NCTLD on staff training *(see paragraph III.4.8)*

**III.4.3 MSF-F will support the NCTLD Georgia with the start and follow up treatment with new regimen**

1. MSF-F will supply drugs for new TB regimens for patients (including Bedaquiline, Delamanid, Imipenem and Linezolid in different combinations). The number of patients for whom drugs will be provided for by MSF-F remains at the discretion of MSF-F, that will decide according to its means and the success of the program knowing that MSF-F will only be able to support between 50 and 100 patients maximum per year;
2. MSF-F will support the NCTLD Georgia with the introduction of new TB drugs through the CU

mechanism within the year of 2014.

3. MSF-F will support the NCTLD Georgia with the implementation of a system for the administration IV Imipenem: in the hospital, ambulatory, Home Based Care and training of corresponding medical personnel
    a. Support, provision and the implementation of modality of Imipenem administration (peripheral catheter, Saf-T-Intima prior to patient's option for permanent line Port-a-Cath).
    b. Identification of the out-patient care centers for the patients at the time of patients' admission to the hospital; Provide corresponding training to medical staff in those out-patient's centers to prepare the out-patient treatment base for the time of patient's discharge from the hospital.
4. MSF-F will support NCTLD with supplementary resources for follow-up testing and monitoring (ECG, EMG, Psychiatrist, Hepatologist, costs of tests such as lipase.....)
5. MSF-F will support NCTLD with supplementary resources for adherence support and patient education for the patients in the frame of the project if needed.
6. MSF-F will support NCTLD on staff training *(see paragraph III.4.8)*.

**III. 4.4 MSF-F will support the NCTLD Georgia with the Pharmaco vigilance**

1. MSF-F will support NCTLD on reporting as needed side effects, including Severe Adverse Events, according to international definitions.
2. MSF-F will support NCTLD in the implementation of a system of reporting compatible with their data collection system.
3. MSF-F will support NCTLD on staff training *(see paragraph III.4.8)*.

**III.4.5 MSF-F will support the NCTLD Georgia with the implementation of a system of reporting compatible with their data collection system.**

1. MSF-F will support NCTLD on proper documentation of patient's treatment outcomes according to WHO definitions of outcomes.
2. MSF-F will do analysis of cohort of patients put under treatment with drugs combination through MSF TB database (including treatment outcomes, side effects and other parameters).

**III.4.6 MSF-F will support the MoLHSA and NCTLD Georgia with the registration of new TB drugs** *(Bedaquiline, Delamanid and other drugs which may become available).*

MSF-F together and MoLHSA will work on the registration of Bedaquiline.

**III.4.7 MSF-F will support the MoLHSA and NCTLD Georgia with the procurement of a secure and affordable supply of new TB drugs.**

1. MSF-F together with MoLHSA and NCTLD will negotiate with the manufacturers for the best prices for the country in general.
2. MSF-F will follow the standard importation and custom's procedures of all necessary drugs & medical equipment.

**III.4.8 MSF-F will support the MoLHSA and NCTLD Georgia with training of corresponding medical staff**

MSF-F will conduct trainings for doctors and nurses on:

a. WHO recommendations for the use of new anti TB drugs (revision of national guidelines with inclusion of Bedaquiline).
b. New DR-TB regimens, new drugs
    i. Preparation of patients –importance of baseline neurological, cardiologic and ophtalmological check-up when planning to use new treatment.
    ii. Monitoring and follow up –Help set up a system of health care and follow up for patients with side effects and complications (EMG for neurological side effects, echocardiography for cardiac complications, holter ECG, extra consultations with specialists not covered by NCTLD today, potentially treatment of haematological complications (Iron, erythropoietin, blood transfusion).
    iii. Nutritional assessment (anthromometric, clinical, dietary and biochemical), provide nutrition support (Vitamins, therapeutic food, erythropoietin).
c. Education and counselling for these patients
d. ICSR, MedDRA, standard evaluation and reporting of adverse events
e. WHO new definitions of outcomes

## IV. Human Resources

**IV.1 Different categories of personnel will be working in this program**

1. MSF-F personnel: International and national staff working in the different project sites and in the MSF-F coordination office. MSF-F will only be responsible for his staff.
2. **MoLHSA and NCTLD** will be responsible for their staff.

**IV.2 Supervision**

1. The successful implementation of the project will be ensured through joint day-to-day activities carried out by MoLHSA, NCTLD and MSF-F.
2. MoLHSA, NCTLD and MSF-F will work together on daily basis in order to ensure the proper follow up of DR-TB patients. Within the framework of this project, MSF-F will provide technical advice for clinical decision making through the DR-TB Committee and on-the-job recommendations, and the medical staff participating in the direct care and follow-up of patients will be responsible for implementation of the decision of the DR-TB Committee.
3. The overall supervision of the implementation of the new DR-TB project will be realized jointly by NCTLD and MSF-F. At this time each of the Parties to this MoU shall continue to remain responsible for the supervision of its own personnel.
4. The Parties agree to meet on a regular basis in order to discuss issues surrounding implementation of the new DR-TB project including but not limited to financial, human resources management, medical and logistic issues.

## V. Implementation of this MoU

This MoU is a joint partnership between the Ministry of Labour, Health and Social Affairs of Georgia, the National Center for Tuberculosis and Lung Diseases and Médecins Sans Frontières.

### V.1 MSF-F Participation conditions

MSF-F agrees to participate to this Project only if the following conditions are respected:

1. MSF-F will have an opportunity to monitor directly the quality of the activities undertaken in the context of the project.
2. MSF-F shall not be requested to conduct any action that contradicts its mandate, principles and values, namely: the principle of neutrality, impartiality and independence; the respect of international medical ethics principle and the principle of medical secrecy.

### V.2 Rollout and timing

The implementation of this Memorandum of Understanding will start after the signing of this document between the Ministry of Labour, Health and Social Affairs, the National Center of Tuberculosis and Lung Diseases and the Head of Mission of MSF France.

### V.3 Duration and validity of MoU

Present MoU is valid for a period of 1 year, from the date of its signature. It will automatically be renewed 2 times for periods of one year; Each party of this memorandum may unilaterally terminate the present memorandum after having notified two other parties of its decision and its reasons at least 2 months in advance.

During the Implementation of this MoU, the parties may discuss a potential progressive reduction of MSF's support for the project. The timing of this reduction will be dependent upon the annual review of the DR-TB situation and the evolution of the project.

MSF-F may suspend, reduce or immediately end its activities and unilaterally terminate present memorandum in case of *force majeure*, violation of the principles of international humanitarian law or medical ethics, or when the security of its team can no longer be assured in the region. In such situations, MSF reserves the right to reduce or close its projects after having notified the MoLHSA, without this being considered a failure to respect the obligations of the present memorandum.

Unilateral termination of MSF-F's legal registration in the country or of the present MoU by the national authorities is administratively and legally equivalent to a case of force majeure. In such case, MSF will be held only to those national legal and administrative obligations applicable in cases of force majeure.

## VI. Settlement of disputes

1. This MoU may be amended, at any time, by mutual written agreement of the Parties.

2. Any dispute arising in respect of the interpretation, implementation or application of this MoU will be resolved by negotiation between the parties. Where the dispute cannot be settled by negotiation, the matters of the dispute shall be submitted to the Georgian Court using Georgian Legislation.

## VII. Conclusive provisions

1. This MoU is developed and signed in English and Georgian languages, three copies in each language. However, in case of dispute regarding interpretation, the English version takes precedence.

2. The parties remain independent entities. The provisions of this MoU will never be interpreted as creating any type of association or joint venture between the Parties, nor does it give the Parties the right to speak, represent or make any commitments on the other party's behalf.

3. The name "Médecins Sans Frontières", the acronym MSF and the MSF logo are means of identification enabling MSF-F to distinguish itself from other humanitarian and non-humanitarian actors in the field.

Signed in Tbilisi, Georgia on the 03 / 09 / 2014

**Signature to this Memorandum of Understanding**

**For Ministry of Labour, Health and Social Affairs of Georgia** — **Deputy Minister: Mariam Jashi**

**For Médecins Sans Frontières-France** — **Head of mission in Georgia: Jocelyne Madrilene**

**For National Center for Tuberculosis and Lung Diseases** — **Executive Director: Zaza Avaliani**