



**EASL**  
INTERNATIONAL  
LIVER  
FOUNDATION



MINISTRY OF INTERNALLY DISPLACED  
PERSONS FROM THE OCCUPIED  
TERRITORIES, LABOUR, HEALTH AND  
SOCIAL AFFAIRS OF GEORGIA

## **Memorandum of Understanding**

**Between**

**EASL International Liver Foundation**

(hereinafter referred to as "EILF")

**and**

**Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia**

(Hereinafter referred to as "Ministry")

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### **1. PARTIES**

- 1.1 The EILF is an independent foundation headquartered at Rue Daubin 7, 1203 Geneva, Switzerland within the meaning of Articles 80 et seq. of the Swiss Civil Code to advance the scientific research related to liver function and liver or liver related diseases, to enhance public awareness of liver diseases and to improve liver health and the treatment of liver diseases globally;
- 1.2 The Ministry is a governmental agency within the Cabinet of Georgia headquartered at 144 Akaki Tsereteli Avenue, Tbilisi, Georgia, in charge of regulating the healthcare system, labour and internally displaced person issues and the social security system in Georgia.
- 1.3 EILF and the Ministry, hereinafter referred to as the "parties", have agreed as follows:

### **2. PURPOSE AND SCOPE**

- 2.1 The Parties agree that the main purpose of this Memorandum of Understanding is to agree to collaborate in pursuit of objectives of common interest. In particular the Parties agree to collaborate in the joint goal of viral hepatitis elimination.
- 2.2 In addition, the Parties reserve the right to extend the collaboration to other areas as mutually agreed.
- 2.3 Towards the joint goal of viral hepatitis elimination, the Parties agree to collaborate under the auspices of the EILF Centre of Excellence in Viral Hepatitis Elimination, which will be specified under separate terms of reference.
- 2.4 For any individual collaborative project that arises from this Memorandum of Understanding, the parties would agree to and sign another detailed independent agreement.

### **3. DURATION AND TERMINATION**

- 3.1 This Memorandum of Understanding will expire on 12 April 2020.
- 3.2 This Memorandum of Understanding may be renewed upon mutual written agreement by both parties.
- 3.3 This Memorandum of Understanding may be terminated by either party in writing.

#### 4. FUNDING

- 4.1 Any projects that arise in relation to this Memorandum of Understanding shall be subject to accessibility of appropriate funds. Funding for projects shall be provided by both Parties and relevant third parties based on a budget to be mutually agreed prior to any joint project initiation. All projects will be detailed in separate agreements.

#### 5. CONFIDENTIALITY

- 5.1 Each Party to this MoU agrees to take into account and respect commitments of confidentiality undertaken by the other Party hereto, when information is shared regarding the transactions and activities covered by the provisions of this MoU. When information provided in the context of this MoU is described by the Party providing it as confidential, the receiving Party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by similar obligations of confidentiality and restrictions on use as contained herein.
- 5.2 However, there will be no obligations of confidentiality or restrictions on use, to the extent that the Party receiving the information is clearly able to demonstrate that any part thereof:
- was known to it prior to any disclosure by the disclosing Party; or
  - was in the public domain at the time of disclosure by the disclosing Party; or
  - becomes part of the public domain through no fault of the receiving Party; or
  - becomes available to the receiving Party from a third party not in breach of any legal obligation of confidentiality; or
  - must be disclosed on the basis of a duty provided by legal provisions or a valid order of a court or other governmental authority having jurisdiction.

#### 6. SETTLEMENT OF DISPUTES

- 6.1 Any dispute regarding the interpretation or application of this MoU shall be resolved by consultations between the Parties.

#### IN WITNESS THEREOF;

This agreement was unanimously adopted by designated representatives of the EILF and Ministry.

**EASL International Liver Foundation**

**Ministry of Internally Displaced  
Persons from the Occupied  
Territories, Labour, Health and Social  
Affairs of Georgia**



**Prof. Massimo Colombo**

Chairman

Date:



**Dr. David Sergeenko**

Minister

Date:



## **EASL INTERNATIONAL LIVER FOUNDATION (EILF)**

### **CENTRE OF EXCELLENCE IN VIRAL HEPATITIS ELIMINATION**

#### **BACKGROUND**

Globally, there are more than 70 million people living with chronic hepatitis C virus (HCV), and an estimated 257 million people living with hepatitis B virus (HBV), both of which causes significant morbidity and mortality as it can lead to liver damage, liver cancer and liver failure<sup>1</sup>.

In 2015, the United Nations General Assembly adopted the 2030 Agenda for Sustainable Development, which called for significant action to combat viral hepatitis – raising its profile as a public health issue. In 2016, the World Health Assembly adopted the first global health sector strategy on viral hepatitis, setting targets for the elimination of viral hepatitis as a public health threat by 2030. The strategy was endorsed by 194 countries.

With approved screening and diagnostic tests as well as the advent of direct acting antivirals that can cure ≥95% of patients with HCV with easy to administer and highly tolerable treatment regimens, and highly effective HBV vaccination regimens, we have the biomedical tools to eliminate HCV and HBV.

In line with the WHO's targets to eliminate viral hepatitis B and C as a public health threat by 2030<sup>1</sup>, many countries have developed and adopted viral hepatitis elimination strategies. However, despite the tremendous progress that has been made in recent years, many challenges remain as only 12 of the 194 countries that endorsed the WHO global health sector strategy are on track to reach the WHO elimination targets.<sup>2</sup>

#### **EASL INTERNATIONAL LIVER FOUNDATION**

The EASL International Liver Foundation (EILF) was established by the European Association for the Study of the Liver (EASL), one of the world's leading scientific societies in the field of hepatology. The foundation was created in 2016 with the mission ***to increase the quality of life and reduce premature mortality for the greatest number of people by improving liver health.***

EILF activities are implemented across the world and are centred around four key pillars:

- Research and Development
- Education
- Awareness
- Interventions

For more information please visit our website [www.easl-ilf.org](http://www.easl-ilf.org) or contact us at [info@easl-ilf.org](mailto:info@easl-ilf.org).

## CENTRE OF EXCELLENCE IN VIRAL HEPATITIS ELIMINATION

### Definition

As a not-for-profit organization committed to improving liver health, EILF not only fully supports the viral hepatitis elimination goals set by the World Health Organization but is committed to proactively taking a role in supporting countries to achieve viral hepatitis elimination by 2030.

To this end, EILF will designate Centres of excellence in Viral Hepatitis Elimination to:

- 1) showcase the exemplary efforts of national viral hepatitis programmes, creating a technical assistance hub for other countries;
- 2) act as a catalyst for continued excellence, and if necessary, expansion within the country designated as an EILF Centre of Excellence.

An EILF Centre of Excellence in Viral Hepatitis Elimination is defined as ***“a government institution that provides exemplary leadership and action towards the national elimination of viral hepatitis as a public health threat”***.

Only government departments, divisions, units, etc., prominent within a country/state viral hepatitis elimination program are eligible for designation as an EILF Centre of Excellence in Viral Hepatitis Elimination on behalf of, and/or in partnership with the national/state viral hepatitis elimination program. To be considered for designation, countries/states must fulfil the following criteria:

- a valid estimate of the viral hepatitis burden;
- a funded comprehensive strategic plan for the elimination of viral hepatitis as a public health threat;
- valid, time-bound, measurable targets for the elimination of viral hepatitis as a public health threat;
- demonstrable progress towards elimination of viral hepatitis through valid indicators;
- high quality research outputs in relation to elimination of viral hepatitis;
- demonstrable state of the art viral hepatitis training and educational programming;
- demonstrable partnership between state and non-state actors (academia, private providers, civil society groups, key affected groups and patients advocates) in HCV elimination program planning and implementation;
- clear ability, capacity and readiness to contribute to the achievement of viral hepatitis elimination in other countries/states through technical assistance.

### Scope

All activities an institution conducts under its designation as an EILF Centre of Excellence in Viral Hepatitis Elimination shall be mutually agreed. Typical functions could include, but are not limited to:

- collection, collation, and dissemination of information on viral hepatitis elimination;
- development of evidence-based guidance and resource materials on viral hepatitis elimination;
- capacity building at national/state level (i.e., training, education);
- awareness programming;
- research and the promotion of the application of the results of the research;
- technical assistance to other countries/states.

## **TERMS OF REFERENCE FOR EILF CENTRE OF EXCELLENCE IN VIRAL HEPATITIS ELIMINATION**

### **1. Definition**

An EILF Centre of Excellence in Viral Hepatitis Elimination is defined as “a government institution that provides exemplary leadership and action towards the national/state elimination of viral hepatitis as a public health threat”.

An EILF Centre of Excellence in Viral Hepatitis Elimination is not a legal entity. The legal entity which is responsible for the Viral Hepatitis Elimination is the designated government department, ministry division, unit.

### **2. Criteria**

A government department, ministry division, unit, or partner etc., prominent within a country's national/state viral hepatitis elimination program can be designated as an EILF Centre of Excellence in Viral Hepatitis Elimination on behalf of the national/state viral hepatitis elimination program based on the fulfilment of the following criteria, as approved by EILF:

- a valid estimate of the viral hepatitis burden;
- a funded comprehensive strategic plan for the elimination of viral hepatitis as a public health threat;
- valid, time-bound, measurable targets for the elimination of viral hepatitis as a public health threat;
- demonstrable progress towards elimination of viral hepatitis through valid indicators;
- high quality research outputs in relation to elimination of viral hepatitis;
- demonstrable state of the art viral hepatitis training and educational programming;
- demonstrable partnership between state and non-state actors (academia, private providers, civil society groups, key affected groups and patients advocates) in HCV elimination program planning and implementation;
- clear ability, capacity and readiness to contribute to the achievement of viral hepatitis elimination in other countries/states through technical assistance.

### **3. General Conditions**

Upon designation, the institution will be responsible for:

- a) Participating in the design and implementation of an agreed plan of work in a timely manner and to the highest possible standards of quality;
- b) Bringing to the attention of the EILF designated contact any issue that can delay or compromise the implementation of the workplan, and/or the maintenance of the criteria necessary to be designated an EILF Centre of Excellence in Viral Hepatitis Elimination (article 2).
- c) Submit an annual report on the progress of the EILF Centre of Excellence in Viral Hepatitis Elimination and any other ad-hoc information as reasonably requested by EILF in relation to the EILF Centre of Excellence in Viral Hepatitis Elimination.
- d) Prior to expiration of the period of designation, participate in evaluations for continued designation.



- e) Ensure that the EILF Centre of Excellence for Viral Hepatitis Elimination is suitably acknowledged on all relevant materials in relation to the workplan activities and when appropriate, the national viral hepatitis elimination programme.

#### **4. Duration**

The period of designation will be 1 year and re-assessed annually. During the period of designation, EILF can terminate the designation of an institution as an EILF Centre in Viral Hepatitis Elimination by giving a written notice to the EILF Centre of Excellence in Viral Hepatitis at least one-month prior termination. The EILF Centre of Excellence in Viral Hepatitis Elimination may also revoke its designation, and notice must be provided to EILF 3 months in advance.

#### **5. Funding**

Designation of an institution as an EILF Centre of Excellence in Viral Hepatitis Elimination is independent of financial support from EILF. However, EILF may contribute financially for specifically agreed activities, which will be detailed in separate contracts/agreements.

#### **6. Governance**

##### **6.1 Focal Point**

EILF and the Centre of Excellence in Viral Hepatitis Elimination designated institution will both nominate contact persons to act as focal points for their respective institutions in relation to the Centre of Excellence:

##### **6.2 Selection and Review Committee**

An EILF Centre of Excellence in Viral Hepatitis Elimination Selection and Review Committee will be responsible for the selection, oversight, renewal and termination of the Centre of Excellence. The Selection and Review Committee will be comprised of key stakeholders (TBD), for example:

- EILF focal point
- EILF Board Member
- Viral Hepatitis Experts (maximum 2 persons)
- US Centres for Disease Control and Prevention representative
- World Health Organization representative
- World Hepatitis Alliance representative

The Selection and Review Committee will be chaired by EASL International Liver Foundation representative and will meet as determined necessary for selection and review processing.

The EILF Centre of Excellence in Viral Hepatitis Elimination will be responsible for preparation and submission of reports and information as reasonably requested by the EILF Selection and Review Committee for selection, monitoring, and renewal purposes.

#### **7. Use of the EILF name, logo and designated title of EILF Centre of Excellence in Viral Hepatitis Elimination**

As a general rule, with the exceptions listed below, an EILF Centre of Excellence in Viral Hepatitis Elimination may use the designated title, EILF name, and EILF logo in relation to any activity included in the agreed workplan and in reference to any dissemination activities in relation to the national viral hepatitis elimination program.

### **7.1 Training and Education**

The EILF name, logo, and designated title of EILF Centre of Excellence in Viral Hepatitis Elimination may only be used on training and education materials and certificates with prior written approval from EILF. It is requested that all such materials be submitted to EILF for expert review and approval at least 2 months prior to use.

### **7.2 Awareness Materials**

The EILF name, logo, and designated title of EILF Centre of Excellence in Viral Hepatitis Elimination may only be used on viral hepatitis awareness materials (e.g., posters, leaflets, social media campaigns) with prior written approval from EILF. It is requested that all such materials be submitted to EILF for expert review and approval at least 2 months prior to use.

## **8. Liability**

The designated EILF Centre of Excellence in Viral Hepatitis Elimination Institution will maintain at their own expense sufficient insurance coverage including general liability and other coverage, as applicable to address the risks, activities and/or omissions applicable to the Centre of Excellence in Viral Hepatitis Elimination.

## **9. Indemnification**

The EILF Centre of Excellence in Viral Hepatitis Elimination Institution will hold harmless EILF and its board members, employees and agents ("*Indemnified Parties*") from any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or relating to the acts or omissions, actual or alleged, of the designated EILF Centre of Excellence Institutions employees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities.

## **10. Legislation**

The designated EILF Centre of Excellence Institution guarantees it is compliant with all applicable laws and regulations applicable to the EILF Centre of Excellence in Viral Hepatitis Elimination designation, including but not limited to the, U.S Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

## **11. Conflicts of Interest**

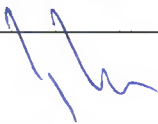
In order to safeguard the credibility, independence and objectivity of the work conducted by an institution as an EILF Centre of Excellence in Viral Hepatitis Elimination, the designated institution will ensure that any real or perceived conflicts of interest in respect to the work of the EILF Centre of Excellence are reported to EILF in a timely manner.

Should EILF consider the risk of a real or perceived conflict of interest to be considered compromising to its reputation, every effort should be made to reach a mutually acceptable solution.

## 12. Agreement

By completing and signing this form, the signatory confirms that the designated EILF Centre of Excellence in Viral Hepatitis Elimination Institution will adhere to the above described Terms of Reference.

Signatory to this Terms of Reference has signature authority and, is empowered on behalf of his or her respective Party to agree to the terms of reference.

<b>EILF Centre of Excellence in Viral Hepatitis Elimination Institution:</b>	Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia
<b>Signatory Name:</b>	Dr. David Sergeenko
<b>Signatory Title:</b>	Minister of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia
<b>Signature:</b>	
<b>Date of Signature:</b>	