

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) is entered into this ____ day of July, 2020, by Jackson County, Missouri (the "County") and Stowers Institute for Medical Research ("SIMR"), and each of the parties who execute a joinder to this MOU as operators, within the State of Missouri, of a laboratory certified under the Clinical Laboratories Improvements Amendments (CLIA) and providing virus and antibody testing related to SARS-CoV-2 and the diseases referred to as COVID-19 (collectively, the "Operators" and together with the County, the "Parties").

- 1) The Parties are entering into this MOU to confirm that the County, SIMR, and each of the Operators are authorized to engage in certain activities described below and to demonstrate compliance with Section VII of the Public Readiness and Emergency Preparedness Act, 42 U.S.C. § 247d-6d ("PREP Act"), and its accompanying March 17, 2020 Declaration ("Declaration"), 85 Fed Reg 15198.
- 2) In order for immunity to apply under the PREP Act, Section VII of the Declaration appears to require that activities of private "program planners" and "qualified persons" be authorized in accordance with the state or local public health and medical response agency or its delegate that has legal responsibility and authority for responding to the COVID-19 emergency.
- 3) SIMR, and each of the Operators represent that they reasonably believe that they qualify as "covered persons" using "covered countermeasures" under the PREP Act/Declaration and are administering and using the "covered countermeasures" with respect to the population and geographic area identified in the Declaration. The County represents that it reasonably believes that it is an Authority Having Jurisdiction as described in the Declaration.
- 4) The County, SIMR, and each of the Operators, with the assistance of SIMR, are creating a countermeasures program involving the administration, distribution, dispensing, testing, development, provision, use of (including analysis, reporting results and contract tracing results from) qualified pandemic products, as defined in the PREP Act, in the form of biologic products and/or devices authorized for emergency use by the FDA ("Program"). SIMR's assistance to the County and the Operators will include making available to the County and the Operators the necessary or appropriate knowledge and advisory services to assist the Operators in structuring and commencing their Program ("Assistance").
- 5) SIMR, and each of the Operators will be administering, supervising, managing and operating the Program and SIMR and each of the Operators' facilities will be used for the purpose of using, distributing or dispensing covered countermeasures to their respective employees, contractors and others making use of their facilities.
- 6) For purposes of this MOU, "Activities" is defined as: administering, supervising, managing and operating the Program as well as administering, overseeing, distributing, dispensing, testing (including SARS-CoV-2 RT PCR Test and Anti-SARS-CoV-2 ELISA (IgG)), developing, providing and using (including analyzing, reporting results and contact tracing results from)

covered countermeasures (including SIMR's Assistance with respect to the Activities). "Administration" or "administering" has the meaning provided for in Section IX of the Declaration.

7) Through this MOU, the County authorizes SIMR and each of the Operators and all their respective employees, contractors and others making use of their facilities to engage in all of the Activities, to the extent such authorization is required by the PREP Act and solely for the purpose of compliance with the PREP Act and Declaration.

8) The County represents that it is a state or local public health and medical response agency or its delegate that has legal responsibility and authority for responding to the COVID-19 emergency and the Parties represent that they have the authority to enter into this MOU.

9) If, in spite of the fact that the County has sovereign immunity under the common law and as provided in Mo. Rev. Stat. 537.600, the County is named as a defendant in any case arising solely out of the acts or omissions of SIMR or another Operator, SIMR or the other Operator, as the case may be, will provide a defense to the County in any such case. SIMR or the other Operator, as the case may be, will have the right to select counsel in any such case.

Jackson County, Missouri

County Executive

Stowers Institute for Medical Research

Chief Executive Officer