

Courier Vendor - Service Level Agreement

Draft 10/17/2013

This is the Service Level Agreement ("SLA") between Sterling Courier Service ("Sterling") and the National Kidney Registry ("NKR") for the provision of courier services ("Services") by Sterling to NKR. Sterling together with NKR shall be referred to as the Parties. The Parties agree to the following:

1. Sterling shall assign a team of trained and qualified logistics professionals to support the NKR account on a 24/7 basis so that Sterling employee vacations, sick days, turnover, etc. shall not have any impact on the Services provided to NKR.
2. Sterling shall ensure that two trained and qualified logistics professionals participate in every scheduled logistics and kickoff call organized by NKR during normal business hours. One logistics professional will be expected to cover the logistics and kickoff calls outside of normal business hours.
3. Sterling shall ensure that all the contact information of Sterling team members assigned to the NKR account is always accurate and up-to-date in the NKR web systems.
4. Sterling shall monitor and respond during normal business hours to all NKR emails with respect to the Services and Sterling shall promptly contact NKR with questions relating to the Services.
5. Sterling shall provide preliminary logistics plans to NKR in advance of each logistics call utilizing the optimal route. If viable alternative routes are available, Sterling shall propose these alternative routes to NKR for consideration prior to the logistics call.
6. Sterling shall record each NKR kickoff and logistics call that take place during normal business hours and retain it for seven years. Sterling shall email copies of these recordings to NKR within four hours of an email request by NKR. Sterling will not be obligated to record calls outside of normal business hours.
7. Logistics plans must be finalized by Sterling by noon on the business day immediately following the logistics call. Once the logistics plan is completed, Sterling shall promptly notify NKR that the plan is available.
8. Sterling shall continuously monitor the weather leading up to a swap and inform NKR if there could be any adverse impact on organ transportation due to weather. Sterling shall provide contingency transportation plans when there are adverse weather conditions.
9. During the execution of an organ move, Sterling shall enter the following information into the NKR systems within 15 minutes of data availability (until such a time that the NKR build an XML link to have this data pushed directly to the NKR web systems):
 - a) Sterling Job Number
 - b) Kidney pickup date/time
 - c) Kidney tendered to airline for departure (if not a ground move)
 - d) Airplane departure date/time (if not a ground move)
 - e) Airplane arrival date/time (if not a ground move)
 - f) Kidney recovered at destination airport (if not a ground move)

- g) Sterling shall call the coordinator identified on NKR email 15 minutes prior to delivery
 - h) Kidney delivery date/time
 - i) Delivery Location
 - j) Signed for By
10. Sterling shall report to NKR any unusual communications between Sterling and any hospital personnel, within 60 minutes of the occurrence.
 11. Sterling shall confirm the UNOS donor ID at the time of organ pickup.
 12. Sterling Courier personnel who pickup and deliver organs for NKR shall:
 - a) be fully trained and knowledgeable of the Service requirements
 - b) carry appropriate identification and act in a professional manner
 - c) have completed and passed the TSA mandated background check
 - d) wear clean and appropriate attire and be well groomed
 13. Sterling shall maintain full compliance with its TSA certification.
 14. Sterling will provide preliminary Root Cause and Corrective Action Plans within one business day of the incident followed by a more in-depth report (after receiving information from the Airline) within 3 business days of the incident.
 15. Sterling shall schedule service review meetings with NKR every six months to be held at the NKR offices. Service review meetings shall be attended by the Sterling management directly responsible for the employees providing Services to NKR.
 16. In crisis or potential crisis situations Sterling shall provide immediate notification via phone and email to NKR and shall immediately escalate any potential crisis situations to Sterling senior management to assist in resolving the potential crisis and implementing corrective action.
 17. In crisis or potential crisis situations where Sterling is unable to reach the designated NKR contact, NKR has pre-authorized Sterling to hire a charter aircraft in order to expedite the safe and timely shipment of a kidney involved in a NKR swap.
 18. NKR shall provide Sterling with correct and updated pickup and delivery locations for each participating transplant center via the NKR web systems.
 19. Sterling will provide an email address (TBD) to be used by NKR and all participating Transplant Centers for any communication or request at any stage of the process.
 20. Sterling will provide a phone number (TBD) to be used by NKR and the Transplant Centers for all shipment-specific communication post-kickoff call.
 21. Below is the pricing schedule which may be changes upon mutual agreement of the Parties
 - Domestic NFO Courier Services for Living Donor Kidneys (up to 400 miles): \$1,125.00
 - On-Board Courier: Quote provided no later than the next business day
 - Aircraft Charter: Quote provided no later than the next business day

Signature Page

Agreed & Accepted:

National Kidney Registry

Name: Garet Hil

Title: President

Signature: _____

Date: _____

Sterling Courier Service

Name: _____

Title: _____

Signature: _____

Date: _____