Operation Smile

COLLEGE OF SURGEONS 19 99 East • Central • Southern • Africa

ACTIVITY AGREEMENT #3

BETWEEN

OPERATION SMILE, INC.

AND

College of Surgeons of East, Central and Southern Africa (COSECSA)

This Activity Agreement (Agreement) is effective on July 1, 2026, by and between:

Operation Smile, Inc., a non-profit organization, duly organized and existing under the laws of the United States of America with principal and postal address at 3641 Faculty Blvd, Virginia Beach, VA 23453 USA, (hereinafter, "OSI").

AND

The College of Surgeons of East, Central, and Southern Africa with its principal address located at East, Central and Southern Africa Health Community, Olorien Area, Nijiro Road, PO Box 1009, Arusha, Tanzania, (hereinafter, "COSECSA").

Background:
OSI and COSECSA (together the "Parties" and individually a "Party") entered into a Memorandum of Understanding (MOU) effective **July 1**, 2026, with the understanding and expectation that on an activity-by-activity basis, the roles and responsibilities of each Party would be further defined in one or more Activity Agreements. These Activity Agreements are intended to be viewed in conjunction with the MOU, and in the event of a conflict, the terms of this Activity Agreement shall control.

Purpose:
This Agreement will define the roles and responsibilities of the Parties with respect to the "COSECSA Operation Smile Collaboration" project of surgery training for 15 new candidates from Sub-Saharan Africa entering in the 2027 cohort of trainees over a period of 5 years. These candidates will include a mixture of plastic surgery, general surgery, and (a minumum of 3) pediatric surgery trainees that have already completed undergraduate medical training and will be supported via a surgery scholarship for their MCS and/or FCS training. These collaborative efforts will enable the parties to provide plastic, general, and pediatric training in safe, accredited hospital training sites. The parties intend that the trainees will provide high quality cleft and plastic surgery for patients in underserved areas in Sub-Saharan Africa during and following their training. The parties further intend to enter contractual agreements with each individual candidate to define the service delivery commitments of each candidate during and following their training.

Responsibilities:

OSI responsibilities:

(i) Provide advance payments to COSECSA on a six-monthly basis (i.e. two payments per year), subject to the reporting obligations provided under Section 2, below

(ii) Payment will cover expenses related to the operational and programmatic costs of the project, as agreed upon in the attached budget. Payments will be made to COSECSA within 30 days of invoice date.

(iii) Facilitate regular communication between OSI personnel and COSECSA as necessary;

(iv) Provide the list of Trainees and/or Sub-Saharan African countries where OSI has, or will have a programmatic presence to facilitate and strengthen service delivery;

(v) Provide mentorship and support training for the 15 surgery candidates, as required;

2. COSECSA responsibilities:

(i) Submit bi-annual (6-monthly) programmatic and expense report to OSI using the agreed upon reporting templates;

(ii) Coordinate annual examinations for all candidates and recruit enough examiners.

3. Joint responsibilities:

(i) Members from both OSI and COSECSA to participate in quarterly meetings, at minimum, to discuss progress of partnership and ensure deliverables are achieved and challenges raised and addressed.

(ii)Both Parties agree to facilitate communication between staff members of both organizations, hospital personnel, candidates, and other key stakeholders.

(iii)Conduct strategic monitoring and evaluation to determine the impact of this collaboration on the larger health system. This will be with respect, but not limited, to plastic surgeon, cleft surgeon, pediatric surgeon, and general surgeon density, surgical volume, quality of surgical care, and other surgical capacity metrics, in the COSECSA region. COSECSA will be responsible for reporting on pre-determined indicators, as per the reporting templates, to ensure that the impact assessments can be conducted. OSI will be responsible for the analysis portion of the impact assessment reporting.

(iv) Select up to 15 candidates (of which at least 3 will be pediatric surgery candidates) to begin in the 2027 calendar year for support of FCS plastic, pediatric, and general surgery examinations within examination host country and Operation Smile footprint over a five-year term (15 sponsorships per year over the five-year period).

(v) Discuss committals, retention, and or service needs of trained surgeons (to include Surgery Scholarship Recipients) both during and after the training, in furtherance of OSI's and COSECSA's respective programmatic activities.

4. Budget:

The Parties agree not to deviate from the budget or otherwise adjust the budget provided (please see Attachment 1 – Activity Proposal and Budget), without the consent of the other Party. The Parties further agree that no additional funding will be provided by either Party without prior written agreement. Additionally, each Party is responsible for fulfilling its financial commitment, if any, as set out in the attached budget and activity agreement.

For multi-year activities such as this, the Parties intend to work together in good faith to continue implementation, recognizing that continuation is subject to annual OS written budget approval for the applicable year, satisfactory progress toward mutually agreed upon milestones, satisfactory completion of progress reports and expense reports, reconciliation of prior advances, appropriate controls over unused or reallocated funds, and the Parties' mutual agreement to continue the activity. In the event either Party becomes concerned that it will not be able to meet its financial commitment, it will immediately notify the other Party, and the Parties agree to work together to amend the budget, seek an alternative funding source, and or amend the activities to bring them in line with the available funding.

Further, the Parties anticipate some of the items provided in the Activity Proposal and Budget may not commence for various reasons, including but not limited to pandemics, government restrictions, country specific travel restrictions, etc. In the event of the foregoing, the Parties agree to credit any funds prepaid for these items to be used towards other scheduled activities in the Proposal. In the event the scheduled activities cease to commence or there is an excess of funding remaining for the scheduled activities, the Parties agree all unused funds under the control of OSI or COSECSA respectively, and rightfully belonging to the other Party, will be returned accordingly.

5. Effective Period:

This Agreement will be in effect from the Effective Date referenced above and remain in effect for one (1) year (the "Initial Term"). Thereafter, this Agreement will automatically renew for up to four (4) successive one-year terms (each a "Renewal Term") unless terminated sooner in accordance with Section 5, Termination. Upon completion of the 4th Renewal Term, the Parties may agree in writing to renew this Agreement for one or more additional one-year terms, or as necessary to complete the proposed activities related to the 15 Trainees.

6. Termination:

Subject to amendment or earlier termination in accordance with this Clause, this Agreement will continue for the Term. This Agreement may be terminated before the end of the term: (1) upon completion of the Purpose; (2) by the mutual written consent of the Parties; or (3) by either Party if the other Party materially breaches this Agreement or the MOU and fails or refuses to cure the breach within 30 days after receiving written notice describing the breach; or (4) by either Party if funding necessary to fulfill its obligations under this agreement is not approved or otherwise becomes unavailable, provided that the affected party promptly notifies the other Party in writing and the Parties first consult in good faith regarding reasonable alternatives, including modification of the affected activities or an orderly wind down. Upon termination, Parties will complete a final accounting,and any unused funds held by either Party that rightfully belong to the other Party will be returned. Termination will not relieve either Party of financial obligations properly incurred or expressly committed before the effective date of termination.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Operation Smile	**COSECSA**
Name: Dr. Elizabeth Cote	Name: Prof Laston Chikoya
E Coté MD	
Title: Senior Vice President - OSI Global Programs	Title: President
Date 20-August-2026	Date

Attachment 1 – Activity #3 Proposal and Budget OPERATION SMILE

ACTIVITY Projects of Partnership:

1. Train15 net- new sub-Saharan African plastic, pediatric, and general surgeons through Operation Smile COSECSA Surgey Scholarships on the 5 year program (at least 3 pediatric surgeons and with priority given to Malawi, Madagascar, and DRC).
2. Support for COSECSA hospital accrediation of OS 100 hospitals where COSECSA scholars can train and practice.

COSECSA Activity Agreement #3 Budget		FY27	FY28	FY29	FY30	FY31
	Totals	Year 1	Year 2	Year 3	Year 4	Year 5
Project 1: 15 Plastic/Ped/General Surgery scholarships (MCS and FCS) for 5 Years	$ 990,000	$ 198,000	$ 198,000	$ 198,000	$ 198,000	$ 198,000
Project 2: Support for COSECSA Hospital accreditation of Operation Smile hospital partners	$ 102,000	$ 25,500	$ 51,000	$ 25,500	$ -	$ -
Subtotal - Project Costs	**$ 1,092,000**	**$ 223,500**	**$ 249,000**	**$ 223,500**	**$ 198,000**	**$ 198,000**
Overhead	**$ 109,200**	$ 22,350	$ 24,900	$ 22,350	$ 19,800	$ 19,800
Total Cost	**$ 1,201,200**	**$ 245,850**	**$ 273,900**	**$ 245,850**	**$ 217,800**	**$ 217,800**

Payment Schedule	Project 1	Project 2	Overhead	Total
Jan-27	$ 99,000	$ 12,750	$ 11,175	**$ 122,925**
Jul-27	$ 99,000	$ 12,750	$ 11,175	**$ 122,925**
Jan-28	$ 99,000	$ 25,500	$ 12,450	**$ 136,950**
Jul-28	$ 99,000	$ 25,500	$ 12,450	**$ 136,950**
Jan-29	$ 99,000	$ 12,750	$ 11,175	**$ 122,925**
Jul-29	$ 99,000	$ 12,750	$ 11,175	**$ 122,925**
Jan-30	$ 99,000	$ -	$ 9,900	**$ 108,900**
Jul-30	$ 99,000	$ -	$ 9,900	**$ 108,900**
Jan-31	$ 99,000	$ -	$ 9,900	**$ 108,900**
Jul-31	$ 99,000	$ -	$ 9,900	**$ 108,900**
Total	**$ 990,000**	**$ 102,000**	**$ 109,200**	**$ 1,201,200**