

FAIMER®

Memorandum of Understanding (MOU)

This Memorandum of Understanding (the “MOU”) is made as of June, 1, 2021 (the “Effective Date”) by and between the Foundation for Advancement of International Medical Education and Research (FAIMER) having an address of 3624 Market Street, 4th Floor, Philadelphia, PA 19104, USA

AND

Mbarara University of Science and Technology Faculty of Medicine, a public higher learning institution having its head office at P. O. Box 1410, Mbarara, UGANDA (hereinafter referred to as "University") and together with FAIMER, the “Parties,” or individually a “Party”.

WHEREAS, FAIMER operates the Global Educational Exchange in Medicine and the Health Professions (“GEMx”) program, a global partnership for educational exchange in medicine and the health professions;

WHEREAS, GEMx operates an Interprofessional Education (“IPE”) Virtual Student Elective Exchange Program (“IPE Program”)

WHEREAS, the University desires to partner with GEMx to participate in the IPE Program within the African Forum for Research and Education in Health regional network (the “AFREhealth Network”) (the “IPE Student Elective Project”);

WHEREAS, FAIMER desires to provide a 2800USD financial grant from the AFREhealth NIH grant (“Seed Funding”) to the University for the purposes of providing financial support to virtual exchange students and University faculty for the IPE Project; and

WHEREAS, the Parties desire to enter into this MOU to provide the framework for the financial, administrative, and managerial roles and responsibilities of each Party with respect to the Project;

NOW THEREFORE, the Parties hereto agree as follows:

Article 1: SCOPE OF ACTIVITIES

The University shall:

1. Identify a cohort of 5 students enrolled in different health disciplines at the University to participate in a virtual elective program at one of the Participating Institutions (hereinafter "University Exchange Students").
2. Train a cohort of 5 international students enrolled in different health disciplines at Participating Institutions (hereinafter "Participating Institution Exchange Students").
3. Develop and deliver a 6-week virtual elective program in accordance with Appendix A.
4. Identify and assign 2 faculty members from different health professions to act as the "IPE Program Instructors for the students" to teach the virtual elective program.
5. Identify and assign an "IPE Program Manager" at the University who will be responsible for the Project's administration. (The "IPE Program Instructors" and "IPE Program Manager" may be the same individual, or two different individuals.)
6. Use the GEMx web-based system to:
 - a. Verify University Exchange Student eligibility for participation in the IPE Project;
 - b. Review and respond to University Exchange Student applications;
 - c. Accept/decline University Exchange Student Applications; and
 - d. Publish the virtual elective curriculum to Participating Institution Exchange Students;
7. Submit grant reconciliation reports for University Exchange Students using the GEMx online financial accountability platform.
8. Comply with the terms of FAIMER's allocation of Seed Funding specified in Appendix B attached hereto.
9. Work collaboratively with Participating Institutions.
10. Participate in virtual meetings facilitated by a GEMx IPE Consultant that provide instructional information and updates and encourage cross-collaboration among the Participating Institutions.
11. Use the FAIMER and GEMx name strictly in accordance with the FAIMER mandated requirements specified in Appendix C attached hereto.
12. Use any remaining Seed Funding for the following year's student exchanges, contingent on the success of the Project and both Parties mutual agreement to continue to partner on the Project.
13. Administer and submit student post-evaluation forms to GEMx to document students' performance in the IPE Project.
14. Comply with reasonable requests from GEMx for information about IPE Project activities.
15. Complete a GEMx survey to assess the impact of the IPE Project.
16. Complete an exit interview with FAIMER to collect feedback about the IPE Project at the conclusion of the term.
17. Collaborate with FAIMER on any research initiatives in connection with the IPE Project, as appropriate.
18. Comply with the Confidentiality terms set forth in Section 7 below.

In exchange FAIMER, through GEMx shall:

1. Provide Seed Funding in the amount of \$2800 to be spent as set forth in Appendix B
2. Provide a GEMx IPE Consultant to the University in connection with the IPE Project, who will:
 - a. Assist in the development and assessment of the IPE Curriculum;
 - b. Provide Student and Faculty orientation;
 - c. Facilitate and lead meetings with and among Participating Institutions that provide instructional information and updates and encourage cross-collaboration among the Participating Institutions;
 - d. Provide other curriculum and program support as necessary and appropriate.
3. Provide the University with access to the GEMx web-based system.
4. Provide the University with access to the GEMx online financial accountability platform to manage all grant reconciliation reports for University Exchange Students.
5. Identify and assign an FAIMER employee to provide logistical, operational and administrative support to the University (“FAIMER liaison”).
6. Provide webinars to instruct and support individual schools and the IPE Project.
7. Provide use of the FAIMER and GEMx name to the University in accordance with FAIMER mandated requirements specified in Appendix C attached hereto.
8. Develop surveys to measure the impact of the IPE Project.
9. Provide relevant data and outcomes on the IPE Project to Participating Institutions.
10. Perform an exit interview with the University to collect feedback about the IPE Project at the conclusion of the term.
11. Acknowledge the University for Participation in the IPE Project at meetings, presentations and in any publications.
12. Assess other opportunities for future partnership with the University aligned with FAIMER educational programs.
13. Support and facilitate IPE Project as otherwise necessary.

ARTICLE 2. MARKETING

The Parties agree that marketing of the IPE Project and any media or other public relations associated with same must be consistent with the aims of the IPE Project and will only be undertaken with the express agreement of both parties.

ARTICLE 3. COMMUNICATION

Any communication made by one party to the other under this MOU shall be in writing in the English language and shall be addressed to the party’s principal office designated in this MOU.

ARTICLE 4. NO AGENCY AND NO ASSIGNMENT

1. Nothing in this MOU shall create an agent, partner or representative relationship to any other party. No party has the authority to assume, create or incur liability of any kind in the name of, or on behalf of, the other party except as may be otherwise expressly stated herein.

2. This MOU shall not be assigned or transferred by either party without the prior written consent of the other party.

ARTICLE 5. AMENDMENTS

Any amendment to this MOU can only be made in writing and after consultation and mutual consent of the parties.

ARTICLE 6. DATA OWNERSHIP

Any research records generated by the University in connection with the IPE Project will be the joint property of FAIMER and the University. FAIMER and the University will retain joint ownership of the data arising out of the IPE Project. FAIMER will have access to all data and may freely use such data in connection with any of its research, development, marketing or promotional activities and may disclose such data to other investigators, consultants, or federal, state or local regulatory agencies.

ARTICLE 7. CONFIDENTIALITY

Under this MOU, "Confidential Information" means all information, which would reasonably be considered to be private or proprietary, including but not limited to curricula; educational resources; syllabi; faculty guides; program evaluations; computer programs; and/or any personal data of applicants to or participants in the Project, or Project alumni, or faculty, that is disclosed by one party ("Discloser") to the other party ("Recipient") whether in writing, or in oral, graphic, electronic or any other form. Recipient shall hold all Confidential Information in strict confidence and shall not disclose or distribute any Confidential Information to any third party without obtaining the prior written consent of the Discloser. Recipient shall not use any Confidential Information for the benefit of itself or any third party or for any purpose other than to perform its obligations under this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. The obligations under this Article 7 do not extend to information that: (1) was independently known to either party prior to the exchange hereunder; (2) publicly known at the time of disclosure or subsequently becomes publicly known; (3) is independently developed by the receiving party; or (4) is required to be disclosed by law, regulation, or court order. This Article X shall survive the termination or expiration of this MOU.

ARTICLE 8. LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, incidental, special or punitive damages arising out of any breach or failure of either party or any officer, director, employee, representative or agent of either party under this MOU, regardless of the form of action, whether in contract, tort, negligence or strict liability or otherwise, even if such party has been informed of the possibility of any such damages in advance.

ARTICLE 9. TERM AND TERMINATION

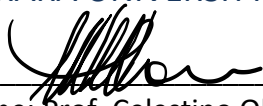
1. This MOU shall remain in full force and effect from the date hereof until June, 1, 2022 and will renew automatically for one (1) year terms, provided that FAIMER receives timely and accurate grant reconciliations for each participating University Exchange Student during the applicable term, as set forth in Article 1, unless a written notice of non-renewal is provided at least three (3) months prior to the scheduled expiration of the current term of the Agreement in accordance with Article 3.
2. FAIMER may terminate this MOU at any time for any reason upon sixty (60) days written notice to the University. Upon such termination, the University shall return the portion of the Seed Funding pro-rated to the number of days remaining in the annual term within thirty (30) days of the effective date of termination.
3. FAIMER can terminate this MOU immediately and without notice if the University engages in any activity that would negatively affect the reputation of FAIMER. Upon such termination, the University shall pay back to FAIMER the entirety of the Seed Funding within (30) days of the date of the effective date of termination.
4. Upon termination of this MOU, the University will no longer have the right to use of the FAIMER or GEMx names.

ARTICLE 10. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION


1. In the event any claim, dispute, or difference shall arise under this MOU that cannot be resolved by a negotiation between the parties, it is hereby agreed that the dispute shall be settled by Binding Arbitration in the Commonwealth of Pennsylvania.
2. This MOU is governed by the laws of the Commonwealth of Pennsylvania in the United States, without reference to its conflict of the law principles.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Memorandum of Understanding upon the date first set forth above.

MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY FACULTY OF MEDICINE

By:  _____
Name: Prof. Celestino Obua
Title: Vice Chancellor
Dated: June 1, 2021

FOUNDATION FOR ADVANCEMENT OF INTERNATIONAL MEDICAL EDUCATION AND RESEARCH

By:  _____
Name: Jeanette Mladenovic, M.D., M.B.A., M.A.C.P.
Title: President
Dated: July 27, 2021

Appendix A

IPE-AFREhealth Network: Participating Institutions

No	Institution Name	Country Location
1	Mbarara University of Science and Technology Faculty of Medicine	Uganda
2	Jomo Kenyatta University of Agriculture and Technology	Kenya
3	University of Ibadan College of Medicine	Nigeria
4	Debre Tabor University	Ethiopia
5	Kwame Nkrumah University of Science and Technology	Ghana
6	University of Zimbabwe College of Health Sciences	Zimbabwe
7	University of Rwanda College of Medicine and Health Sciences	Rwanda
8	Kenyatta University School of Medicine	Kenya
9	Lusaka Schools of Nursing	Zambia
10	Lúrio University	Mozambique
11	Busitema University Faculty of Health Sciences	Uganda
12	University of Malawi College of Medicine	Malawi
13	Makerere University College of Health Sciences	Uganda

Appendix B

Allocation of Seed Funding

	Student Costs (USD)	Faculty Costs (USD)	School Administrative Costs (USD)
	\$200 per student X 5 students (covers Internet, software and applications.)	2 Faculty @800USD each Time compensation 2.5hours a week for 6weeks =15hours @40USD per hour =600USD Internet 200USD flat fee for internet costs and meeting software	\$ 200
Totals	\$1,000 for Students	\$ 1600 for Faculty	\$ 200 for Administration
Total Seed Amount	\$2800 USD		

APPENDIX C

ELIGIBILITY CRITERIA FOR FACULTY SELECTION

1. Willingness to dedicate time to the development of the case study. The template is provided below.
2. Demonstrated interest in interprofessional education/inter-professional collaboration and teamwork. This can be through various activities for example curriculum development, clinical supervision, personal interest, committee or TWG participation, etc.
3. Demonstrate interest to facilitate learning of a multidisciplinary team of students (i.e., students from different health disciplines) to acquire inter-professional educational competencies. Faculty that have previously worked with multidisciplinary student teams are strongly recommended.
4. The two selected faculty should reflect an inter-professional mix from more than one discipline. Faculty from various health disciplines and allied health sciences are eligible to be selected.
5. Willingness to facilitate inter-professional learning of a group of 5 students using virtual platforms such as Zoom. These students shall be drawn from different countries and are expected to learn together virtually.

NB

1. Only 2 faculty can be selected per institution.
2. The selected faculty will be given a stipend for their time virtually spent with the students as well as internet/data costs.
3. A certificate of participation /appreciation will be issued to each faculty

APPENDIX D
IPE ELECTIVE DEVELOPMENT TEMPLATE

***Question to think about:** What priority population health challenge in your community or clinical setting, can students from different health professions address together as an inter-professional team, learning together, with, from, and about each other, as they seek to innovatively address the identified challenge on a virtual platform. The elective program aims to equip each student with IPECP skills as they learn about and from the context of another country different from their own.*

<p>Name of the Interprofessional Elective Note that the title should specify the health challenge that the students will be focusing on.</p>	
<p>Location; Please State Institution and Dept. hosting this virtual elective Please state the physical location of the elective placement</p>	
<p>Prerequisites for student participation Minimum requirements: semifinal and final year students of various health professional disciplines List various student disciplines that can participate</p>	
<p>Elective Duration</p>	6 weeks
<p>Period Name the month (s) of the elective offered. (E.g., May – Nov [inclusive])</p>	
<p>Language of Instruction</p>	
<p>Application Dates Identify what date/s applications need to be received by</p>	
<p>Number of student cohorts Accepted (host) NB each cohort must have 5 students from various IP teams</p>	
<p>Mode of Delivery</p>	Online
<p>Country specific Population health /</p>	

clinical challenge identified	
Description of the population health/clinical challenge	Guiding Questions to consider as you develop Describe the health problem. Why has this problem occurred? What are the reasons for this health problem being so prevalent? What are the implications of this health problem on the family, community, and health system? Which group of health care workers and/or community members carries the burden of this health condition? What do these groups need in terms of support? How does the client and family with this health condition fit into the problem? What are the attitudes of the different health disciplines towards this health condition?
IPECP competencies to be gained related to the population health /clinical challenge featured. Click here to obtain a guide to IPECP competencies	
Role of each student profession in addressing the problem	(Each person’s contribution and each profession's contribution is important for the whole solution.)
Learning tasks /Questions emphasize the values of IPE/IPC (values/ethics, roles/responsibilities, teamwork/collaboration, communication)	
References / Resources to the identified population health challenge	
Teaching elements of the elective What teaching methodologies will be used to impart IPECP competencies What are the key IPECP resources that will be	

<p>used? provide web links if available</p>	
<p>Student Learning Elements List all the learning activities students will be engaged in to ensure IPECP learning</p>	
<p>Learning Objectives /Outcomes State the expected IPECP Learning objectives and outcomes of the virtual interprofessional elective placement</p> <p>Click here for a resource list of words to assist with outcomes and objectives development</p>	<p>Learning Objectives:</p> <p>Learning Outcomes:</p>
<p>Assessment Outline the IPECP assessment strategies that will be utilized to ascertain that students have acquired the IPECP learning outcomes</p>	

Definition of Terms

Inter-Professional Education (IPE) refers to occasions when students from two or more professions in health and social care learn together; with, from, and about each other during all or part of their professional training, to cultivate the idea of Interprofessional collaborative practice (IPC) for providing quality client- or patient-centered health care (WHO, 2010). **There are four core IPE competencies** (IPEC, 2016) include: 1) Values and Ethics, 2) Roles and responsibilities, 3) Inter-professional communication, and 4) Teams and teamwork. From IPE, Interprofessional Collaborative Practice (ICP) skills are gained.

Interprofessional collaborative practice (ICP) refers to When multiple health workers from different professional backgrounds work together with patients, families, [careers], and communities to deliver the highest quality of care (WHO, 2010). The European Interprofessional Education Network (EIPEN) has further developed five key competencies for **Interprofessional Collaborative Practice (ICP)**. Key competencies pertain to key areas of practice: consult and collaborate, plan and manage, handle issues and opportunities, refer and transfer, reflect and evaluate (EIPEN, 2020). **The various elements of ICP include**; responsibility, accountability, coordination, communication, cooperation, assertiveness, autonomy, and mutual trust and respect (O’Keefe et al., 2017).

References

- EIPEN. (2020). *The EIPEN Key Competencies for Interprofessional Collaboration*.
- IPEC. (2016). *Core Competencies for Interprofessional Collaborative Practice: 2016 Update*. 22.
<https://static1.squarespace.com/static/55861f1ae4b01ea9a58583a7/t/5aa049ea71c10b8257229e54/1520454123851/IPEC-2016-Updated-Core-Competencies.pdf>
- O’Keefe, M., Henderson, A., & Chick, R. (2017). Defining a set of common interprofessional learning competencies for health profession students. *Medical Teacher*, 39(5), 463–468. <https://doi.org/10.1080/0142159X.2017.1300246>
- WHO. (2010). *Framework for Action on Interprofessional Education & Collaborative Practice*. 64.

APPENDIX E

REQUIREMENTS FOR USE OF ECFMG | FAIMER and GEMx NAME AND BRAND

A. Subject to the Terms and Conditions set forth in this Appendix C, ECFMG | FAIMER hereby grants University the royalty-free, non-exclusive, non-transferable right to reproduce and use the terms “ECFMG | FAIMER,” “The Educational Foundation for Foreign Medical Graduates and The Foundation For The Advancement of International Medical Education and Research,” “The Global Educational Exchange in Medicine and the Health Professions,” “GEMx,” the ECFMG | FAIMER logo, the GEMx logo, and necessary contextual information about ECFMG | FAIMER and its programs, including but not limited to GEMx (collectively, “the Materials”) in connection with the IPE Project between University and ECFMG | FAIMER. If University does not agree and comply with all of the terms and conditions set forth herein, and University has not obtained specific written exception from ECFMG | FAIMER, University may not reproduce or use the Materials.

B. Terms and Conditions

1. University agrees that it will use the ECFMG | FAIMER brand and naming mechanisms strictly in accordance with the terms set forth in this Appendix and only for the purpose of demonstrating affiliation with ECFMG | FAIMER, GEMx, and the IPE Project.

2. University must request in writing and receive written approval by ECFMG | FAIMER in advance for each use of the Materials. All requests for approval shall be made in accordance with Section 12 of this Appendix. ECFMG | FAIMER shall exercise reasonable best efforts to respond in writing to University's request for such approval within twenty-one (21) days from the date of ECFMG | FAIMER's receipt of University's written request for the same, although ECFMG/FAIMER's failure to timely respond shall not constitute approval.
3. Permission to reproduce and use the Materials is granted solely at the discretion of ECFMG | FAIMER and may be declined, terminated, limited, or otherwise modified for any reason at any time.
4. University will not use the Materials in ways that suggest ECFMG | FAIMER or GEMx sponsorship or endorsement of University's programs, services, or website. The determination as to whether the Materials suggest ECFMG | FAIMER or GEMx sponsorship or endorsement is solely at the discretion of ECFMG | FAIMER.
5. The ECFMG | FAIMER logo consists of stylized ECFMG | FAIMER letters accompanied by a registration mark, as shown above. The term "ECFMG | FAIMER" must be accompanied by a registration mark at first mention in text and must be used with all capital letters, as shown below.

ECFMG | FAIMER®

6. University will only use artwork/image files provided by ECFMG | FAIMER, not images obtained from the Web or other sources. Alterations of the logos are not permitted, except for the following:
 - a. The logos may be resized as long as the relative proportions of the elements are maintained. ECFMG | FAIMER will provide either pre-sized, ready-to-use files or vector based files for purposes of resizing.
7. ECFMG | FAIMER retains all rights of ownership, copyright, and trademark registration in the Materials that University use.
8. University will include a note indicating that the term "ECFMG | FAIMER" and "GEMx" as well as the components of the ECFMG | FAIMER and GEMx logos are trademarks of ECFMG | FAIMER that are registered with the U.S. Government, such as the following, *Note: The term ECFMG | FAIMER® and GEMx and components of the ECFMG | FAIMER and GEMx logos are trademarks of the Educational Commission for Foreign Medical Graduates and/or Foundation for Advancement of International Medical Education and Research that are registered with the U.S. Patent and Trademark Office.*
9. Any contextual information about ECFMG | FAIMER and its programs and/or the IPE Project reproduced by University will include the following notice in a location

acceptable to ECFMG | FAIMER: "Portions Copyrighted by the Educational Commission for Foreign Medical Graduates and/or Foundation for Advancement of International Medical Education and Research. Used under License. All Rights Reserved."

10. On an annual basis, University will send ECFMG | FAIMER a summary and samples of the University's use of the Materials to confirm compliance and to ensure the Materials are updated.
11. University shall indemnify and hold harmless ECFMG | FAIMER, its parent, officers, directors, employees, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third-party claims based on or related to University's use of the Materials or the conduct of its business.
12. Requests required hereunder should be directed to: **Faith Nawagi, Global Partnership Development Rep Africa ECFMG | FAIMER** on fnawagi@gmail.com/fnawagi@ecfm.org.