

# MEMORANDUM OF UNDERSTANDING

Between

Mbarara University of Science and Technology

And

Mbarara Regional Referral Hospital

## Preamble

THIS MEMORANDUM OF UNDERSTANDING is made this <sup>9th</sup> day, of the Month of <sup>January</sup> in the year 2018, between Mbarara University of Science and Technology of P O Box 1410, Mbarara (hereinafter referred to as "MUST") on the one part and Mbarara Regional Referral Hospital of P O Box 40, Mbarara (hereinafter referred to as "Hospital") on the other part, to address issues of management of health service provision, teaching, and research.

WHEREAS, Mbarara Regional Referral Hospital (MRRH) serves as a regional referral hospital, it is also a teaching hospital.

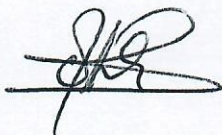
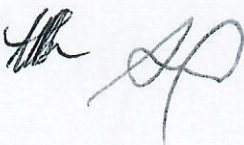
AND WHEREAS, MUST is a university with various faculties & institutes, the Faculty of Medicine is mandated to train health professionals.

The purpose of this MOU is for collaboration between MRRH and MUST-FOM for management of patients teaching of medical, nursing, allied health professionals, and other related professionals and research.

## Article 1:

### MANAGEMENT

- 1.1. The Hospital Director is the Accounting Officer of MRRH and secretary to the Board and shall be the Contact person for notices to MRRH;
- 1.2. The Dean of the Faculty of Medicine is the vote controller and the Chairman of the Faculty Board and shall be the contact person for notices to MUST;
- 1.3. The Hospital Director shall make MRRH accessible to the staff and students of MUST for training, research and provision of clinical services;
- 1.4. The Dean shall avail the staff to handle the training, research and provision of clinical services;
- 1.5. For purposes of proper linkage and coordination between MRRH and MUST:
  - 1.5.1. The Hospital Director of MRRH shall be a member of the Board of Faculty of Medicine.



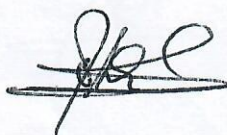


- 1.5.2 The Hospital Director of MRRH shall be a member of the University Top Management;
- 1.5.3. The Dean of the Faculty of Medicine shall be an Ex-Officio member of the Hospital Management Board;
- 1.5.4. The Dean shall be a member of Top Management of MRRH
- 1.5.5. The Faculty of Medicine of MUST shall have representatives on relevant Hospital Committees and likewise the Hospital shall have representatives on relevant Faculty Committees;
- 1.5.6. The Hospital Director shall appoint clinical heads in all the clinical departments, The Clinical heads shall deputize the academic heads and support the Director in the implementation of the provisions of this MOU;
- 1.5.7. The Academic heads shall support the Dean in the implementation of the provisions of this MOU as stipulated in the Universities and Other Tertiary Institutions Act.

## ARTICLE 2:

### STAFFING

- 2.1. **MUST shall contribute to the provision of clinical services in the hospital.**
- 2.2 MRRH shall contribute to the teaching of students in the Faculty of Medicine.
- 2.3. MUST offer honorary appointments to MRRH staff involved in the teaching of students in the Faculty of Medicine. MRRH shall make arrangements for MUST staff to receive reciprocal appointments by MOH.
- 2.4. MUST and MRRH shall provide for remuneration for each of their respective staff that make such contribution;
- 2.5. MUST and MRRH shall endeavor to fill positions as appropriately constituted for proper handling of clinical and teaching services at the two institutions;
- 2.6 MUST and MRRH shall contribute to continuing professional development of staff in the two institutions;
- 2.7. MUST and MRRH shall maintain continuity of services in the two institutions at all times;
- 2.8. Disciplinary matters involving staff and students of both institutions, shall be handled by an Ad-hoc Committee constituted by both parties
- 2.9. Any other issues related to work in MRRH and MUST shall also be referred to the same Ad-hoc Committee.





## **ARTICLE 3:**

### **FINANCE**

- 3.1. **MUST and MRRH shall** make budget provisions for the funding of service delivery, training and research;
- 3.2. **MUST and MRRH shall** identify stakeholders to contribute resources to the health care delivery, training and research;
- 3.3. **MUST shall** provide equipment, supplies and sundries for the teaching of students in the hospital;
- 3.4. **MRRH provide** infrastructure, equipment, supplies and sundries necessary for proper patient care and training.

## **ARTICLE 4:**

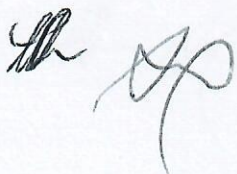
### **INFRASTRUCTURE**

- 4.1. **MRRH is** classified as a Regional Referral Hospital and the teaching Hospital for **MUST**.
- 4.2. **MUST and MRRH shall** contribute funding to the development and maintenance of equipment and materials that facilitate teaching at **MRRH**.
- 4.3. Where **MUST and MRRH** jointly share premises, both institutions shall share the costs of utilities as shall be agreed.
- 4.4. **MRRH shall** provide the necessary infrastructure to support referral and specialized health service delivery and teaching
- 4.5. To handle the maintenance of infrastructure that are jointly used;

## **ARTICLE 5:**

### **PRE-SERVICE AND IN-SERVICE TRAINING**

- 5.1 **MUST and MRRH shall** contribute expertise and resources in the pre-service and in-service training of health professionals.
- 5.2. **MRRH shall** make arrangements for the remuneration of postgraduate students for the work they do in the hospital and provide nearby accommodation.
- 5.3. **MUST and MRRH shall** support visiting students, faculty and other guests who are from either party.





## **ARTICLE 6:**

### **RESEARCH**

- 6.1 MUST and MRRH staff shall engage in collaborative research.
- 6.2 MUST and MRRH shall jointly identify research collaborators.
- 6.3 MUST and MRRH shall jointly participate in identifying health research priority areas.
- 6.4 MRRH shall be represented on the Faculty Research Committee and MUST Research Ethics Committee, and once approval is given, it shall be recognized by both MUST and MRRH.

## **ARTICLE 7:**

### **INTELLECTUAL PROPERTY**

- 7.1 Intellectual property from research under this MOU shall belong jointly to MUST and MRRH and the two partners shall be equally acknowledged in all references.
- 7.2 Both MRRH and MUST shall not publicize any work under this MOU without notifying the other party. A thirty days' notice of intention and acceptance to publish shall be given by either party in writing. Document citation in publications shall be accorded to the authors and technical personnel involved in the research or study works.
- 7.3 Except or otherwise as required by law or regulation, neither party shall release or distribute, to a third party, any confidential material or information evolving from the research or study works; whose disclosure might tantamount to misrepresentation of both parties. Prior written approval from either party shall be required for such a distribution provided that such an approval shall not be unreasonably withheld.
- 7.4 In the process of collaborating with each other, each party may become privy to certain confidential information including that relating to the practices of the other party. Each party agrees that it shall clearly designate proprietary and confidential information where possible and not divulge or transmit such information to any other persons or organizations without the express written permission of the owner of the information.





**ARTICLE 8:**  
**SETTLEMENT OF DISPUTES**

- 8.1. Any disputes arising out of this Memorandum of Understanding shall be resolved amicably by both parties, failure of which such dispute shall be referred to arbitration in accordance with the Arbitration and Reconciliation Act No. 8 of Uganda.

**ARTICLE 9:**  
**LAW APPLICABLE**

- 9.1. This Memorandum of Understanding shall be construed and governed in accordance with the Laws of the Republic of Uganda.

**ARTICLE 10:**  
**INDEMNITY**

- 10.1 Nothing in this MoU gives rise to legal or financial obligations upon either party. Each party therefore agrees that they shall indemnify and hold the other parties harmless from all claims, causes of action, law suits, damages or from any and all liability of every nature and description resulting from the performance by the other party (ies) employees of its obligations under this MoU or resulting from any actions taken by any party based in whole or in part on the work performed under this MoU. Each of the parties shall be responsible for its acts and omissions in the implementation of this MOU.

**ARTICLE 11:**  
**CONFIDENTIALITY**

- 11.1 The parties may wish, from time to time, in connection with work contemplated under the MOU, to disclose confidential information to each other. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties during the Term of the MOU and any extensions thereof for a period of ten (10) years from termination of the project, provided that the obligation of the party receiving confidential information shall not apply to information that:





- (a) Is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
- (b) Is already in the recipient party's possession at the time of the disclosure thereof;
- (c) Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
- (d) Is received from a third party having no obligations of confidentiality to the disclosure party;
- (e) Is independently developed by the recipient party without access to the information; or
- (f) Is required by law or regulations to be disclosed.

## **ARTICLE 12:**

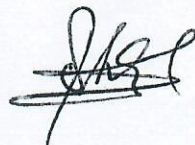

### **COMMENCEMENT, REVIEW AND TERMINATION**

- 13.1 This Memorandum of Understanding will become effective immediately upon the date of the last required signature. It shall continue in effect for a period of five (5) years and may be extended by mutual agreement.
- 13.2 During the term, the agreement may be terminated by either institution upon one-year written notification to the partner institution and the Termination should not in any way affect the already ongoing programmes of the students;
- 13.3 The M.O.U shall be reviewed by both Partners in the year 2 Quarter 3 and year 3 Quarter 4 and this Memorandum may be amended as deemed necessary by mutual agreement with written consent by both parties.

## **ARTICLE 13:**

### **FORCE MAJEURE CLAUSE**

- 14.1. In the event of any other act of third party or any event beyond the control of the parties hereto ("Force Majeure") preventing either party from meeting fully its obligation under the M.O.U, the party affected will give a written notice of such a situation to the other parties within seven (7) days after the occurrence of such a Force Majeure, and the performance of the obligations as far as affected by such event shall be suspended for as long as the inability continues owing to such a situation.





IN WITNESS THEREOF, the parties herein have appended their respective signatures the day and year stated above.

FOR MBARARA REGIONAL REFERRAL HOSPITAL  
SCIENCE AND TECHNOLOGY

FOR MBARARA UNIVERSITY OF  
SCIENCE AND TECHNOLOGY

  
.....  
HOSPITAL DIRECTOR

Mbarara Regional Referral Hospital

  
.....  
VICE CHANCELLOR

Mbarara University of Science and Technology

Witness

  
.....  
Principal Hospital Administrator

Mbarara Regional Referral Hospital

  
.....  
University Secretary

Mbarara University of Science and Technology

MBARARA REGIONAL  
HOSPITAL  
P.O. Box 10,  
HOSPITAL DISTRICT, UGANDA

MBARARA UNIVERSITY OF  
SCIENCE & TECHNOLOGY  
★ 09 JAN 2018 ★  
UNIVERSITY SECRETARY