



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY
UGANDA**

AND

HEALTH VOLUNTEERS OVERSEAS

Preamble

Mbarara University of Science and Technology, Uganda and Health Volunteers Overseas (HVO), (hereinafter referred to individually as a "Party" and collectively as "the Parties") have shown their interest to enter into a cooperative relationship for the general purpose of supporting and promoting teaching, research and other collaborative activities for the mutual benefit of both Parties, especially in the fields of Sciences, Social and Humanities. Hence, this Memorandum of Understanding has been signed

BETWEEN

Mbarara University of Science and Technology (hereinafter referred to as "MUST") was established by an Act of Parliament in October 1989 as a second public university in Uganda. It aims at providing quality and relevant education at national and international levels. Undergraduate programs started in October 1989 offering the degree of Bachelor of Medicine and Bachelor of Surgery under the Faculty of Medicine. MUST has grown to offer many more programs in health, science education, engineering, computer and ICT, management sciences and interdisciplinary programs. MUST has retained a strong community based education, engagement and service component integrated within its training programmes. The university has six faculties and two institutes; Faculty of Medicine, Faculty of Science, Faculty of Business and Management Sciences, Faculty of Computing and Informatics Sciences, Faculty of Applied Science and Technology, Faculty of Interdisciplinary Studies, Institute of Tropical Forest Conservation and Maternal Newborn and Child Health Institute.

AND

Health Volunteers Overseas (hereinafter referred to as "HVO") is a private not-for-profit charitable organization dedicated to improving the availability and quality of health care through the education, training, and professional development of the health workforce in resource-scarce countries. HVO envisions a world where all people have access to high-quality care delivered by local health professionals.

WHEREAS it is the intention of all the Parties here to cooperate by entering into this Memorandum of Understanding (MOU) bearing the following provisions:

Article I: Purpose of Agreement

This MOU serves as the umbrella agreement for two existing teaching and training projects in the specialty areas of dermatology and internal medicine. It updates the terms outlined in the letters of agreement that were signed separately for each project in August 2011 and December 2013, respectively.

I. The goals for the project in dermatology are as follows:

- a. To assist in the training and support of the dermatology residency program at MUST
- b. To improve dermatologic health care in Uganda by providing training to medical students and general medical officers

II. The goals for the project in internal medicine are as follows:

- a. To improve the quality of care offered through the Internal Medicine department at MUST by collaborating with the local clinician-educators to provide training to undergraduates, medical students and post-graduates (residents).
- b. To provide professional development support (travel to regional meetings or educational courses) to physicians at MUST when such funded opportunities are available.

Article 2: Terms of Collaboration

2.1 General: The parties agree to partner and collaborate in the areas of dermatology and internal medicine.

2.2. Scope: The collaboration shall take into consideration the general and specific needs of HVO and MUST. Any future adjustments to individual project goals and objectives or other project parameters will be made upon mutual agreement but shall not require an amended MOU.

2.3 Obligations of MUST:

- a. Allow HVO team members to rent the MUST guest house when possible, otherwise MUST representatives would assist in identifying other accommodation.

- b. Appoint an on-site coordinator for each approved project. The on-site coordinator will serve as the primary point of contact with HVO and will assist in matters related to the placement of volunteers including housing arrangements, airport pick-up and local transportation. This on-site coordinator will also serve as the primary point of support for the volunteer and will assure that the volunteer is given a proper orientation to the facility, its personnel, and procedures. Other responsibilities of the on-site coordinator include:
- Assuring that the appropriate personnel are aware of the arrival of the volunteer to ensure that necessary preparations have been made so that the volunteer can immediately be engaged in productive activity.
 - Facilitating the smooth passage of donated materials through customs if needed.
 - Providing guidance to the project director and volunteers on desired lecture topics, communicate with HVO staff to schedule online or in-person trainings, and facilitate the participation of MUST staff at training.

For the dermatology project, the on-site coordinator will continue to be Dr. Grace Mulyowa (gmulyowa@gmail.com) while Dr. Rose Muhindo (drmuhindo@gmail.com) will continue to serve as the on-site coordinator for the internal medicine project.

2.4 Obligations of HVO:

- a. Identify an experienced health care professional to serve as HVO project director for each approved project. The project director's role is to oversee the screening and briefing of all volunteers as well as to maintain ongoing communication with relevant department leadership and personnel for their respective projects.
- b. Recruit appropriate volunteers who are qualified and meet MUST requirements to provide training for assignments of at least 2-4 weeks in length depending on the specialty.
- c. Appoint an HVO staff person to serve as the liaison between MUST, the project director, and volunteers to facilitate communication and aid in the overall coordination of the project.

The project director for the dermatology project will continue to be Dr. Alexia Knapp (alexiaknapp@gmail.com), and Dr. Claudia Leonard

(claudia.leonard@providence.org) will continue to serve as the project director for internal medicine. Meanwhile, Natalie Cary (n.cary@hvousa.org) is the HVO staff person who will serve as liaison for both the dermatology and internal medicine projects.

2.5 Monitoring and evaluation: HVO will continuously monitor and evaluate each project to track progress towards the outlined goals and objectives. To accomplish this, HVO will require annual completion of an online survey by the designated on-site coordinator and/or the appropriate personnel overseeing each project. In addition, HVO will administer surveys to those individuals receiving training and conduct on-site evaluations as appropriate. These two activities will be coordinated with MUST personnel prior to conducting. These efforts are not intended to be burdensome and are designed to enable HVO to better meet the training needs at MUST—ultimately strengthening the relationship and the project.

Article 3: Separate Agreements

In addition, it is envisaged that each activity that the Parties wish to pursue in accordance with the purpose of this MOU may be governed by terms and conditions to be separately negotiated and mutually agreed upon by the Parties through the signing of one or more subsidiary agreements.

Article 4: Financing of Activities

All HVO team members will be responsible for travel expenses to and from Entebbe, Uganda as well as lodging fees. HVO team members will not receive financial remuneration for sharing their skills and expertise.

Article 5: Intellectual Property Rights

Intellectual property rights will be in accordance with accepted institutional, national and international standards;

- a. All scientific data, material, publications and other related information generated as a result of the activities is the joint property of all parties to this MOU;
- b. Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed or created by the students and

faculty during the course of this agreement shall be vested in both parties to this MOU;

- c. Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitations rights and revenue sharing;
- d. Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, with the understanding that such consent should not be unreasonably withheld;
- e. This MOU will not permit the use or dissemination by either party hereto of intellectual property belonging to the other party, without the prior written consent of the party owning the said intellectual property.

Article 6: Confidentiality

Each Party agrees that it will use the confidential information provided by the other Party only as necessary to discharge its obligations under this MOU and for no other purpose without the prior written consent of the disclosing Party.

Article 7: Resolution of Disputes

Any dispute that may arise from the implementation or interpretations of this agreement shall be resolved by negotiation between the two parties.

If however, the parties fail to arrive at an amicable resolution, the dispute shall be referred to an arbitrator in an arbitration procedure agreed upon by both parties.

Article 8: Force Majeure

Either party shall promptly notify to the other party, in writing, of any situation or event arising from circumstances beyond their control such as an Act of God, civil commotion, riots, robbery, war, revolution, action by government, or any other force majeure reasons which they could not have reasonably foreseen, and which make the performance of all or parts of the parties' obligations under this MOU impossible.

Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the force majeure and reasonable period of time as dictated by the circumstances thereafter shall be allowed for remobilization to continue the performance of the MOU.

However, if the reasons for suspension have not been eliminated within twelve (12) months of their first occurrence, this agreement shall then terminate and neither

party shall be liable for failure to fulfill its obligations herein or any loss or damage including consequential loss or damage due to force majeure. An extension can be reached in case both parties agree.

Article 9: Duration, Review, Renewal, Amendment and Termination

9.1 Duration: This MOU will be in effect from the date of signature for a period of five years.

9.2 Renewal and Amendment: This MOU may be renewed by mutual agreement on an annual basis, and addenda created as needed. The MOU may be amended with the agreement of all parties.

9.3 Termination: This MOU can be terminated by either party with three (3) months of written notice.

Article 10: Entry into Force

This Memorandum of Understanding shall come into force from the date of execution and appendage of signatures by the parties.

The agreement is written and signed in two copies in English having equal force, each Party receives one copy.

Article 11: Amendment

The MOU may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature.

Article 12: Execution

IN WITNESS WHEREOF, the authorized representative(s) of Health Volunteers Overseas and Mbarara University of Science and Technology are:


Health Volunteers Overseas



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Executive Director**

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Mbarara University of Science
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**In the presence of
for
Mbarara University of Science and
Technology,**



**2. Mr. Melchior Byaruhanga
University Secretary**

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