



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GOVERNMENT OF UGANDA (HEREIN REPRESENTED
BY OFFICE OF THE PRIME MINISTER – DEPARTMENT
OF REFUGEES)

AND

THE HEALTH HOME INITIATIVE (HHI)

PREAMBLE

Given that the Department of Refugee under the Office of the Prime Minister (OPM), is responsible on behalf of the Government of Uganda to receive, settle and provide protection to refugees and staff of humanitarian agencies providing services to the refugees, monitoring, and coordinating refugee programs and activities;

Given that **The Health Home Initiative (HHI)** is desirous to enter a partnership agreement with OPM to provide humanitarian assistance to refugees and other persons of concern, and is able to make funds available in the amount stated in this agreement as the initial funding support as stated in the project proposal for the purposes specified in this agreement;

Given that the participation of parties in the establishment of this project is in accordance with the principles of the humanitarian and non-political nature of the humanitarian services required and is in accordance with the laws of Uganda;

Given that the parties to the agreement have agreed to fully cooperate and act in consultation with each other and to avail each other of the others' advisory services during the establishment and implementation of this project which is to assist the beneficiaries in the manner and in accordance with the implementation procedures and responsibilities here in contained and described in this project document and budget attached as **annex 1 & 2** and referred to as ("the project");

Do here by agree as here under;

1. Parties to the MoU

This Memorandum of Understanding (MoU) is made and entered into on **this 16th day of January 2017** between The Government of Uganda, represented by the Office of the Prime Minister (hereinafter referred to as OPM) and The Health Home Initiative (hereinafter referred to as HHI) and hereinafter collectively referred to as "the Parties" and individually referred to as Party.

2. Background

The civil conflicts in the Democratic Republic of Congo, Burundi, Somalia, South Sudan and other countries have greatly affected Uganda's refugee programs and operations. The rebellion by the forces loyal to RiekMachar against President Salvar Kiir started initially in December 2013 and this has resulted into more refugees crossing over the border into Uganda since December 2013 to date. The situation in the Kivu Region of Eastern DRC and South Sudan remains unstable with none of the warring sides gaining an upper hand over the other. With this uncertainty, there is a lot of movement of people between Eastern DRC and South Sudan into Uganda for those who are looking for peace and security. According to information available from the refugees there are limited prospects of or chances of the refugees returning to either DRC or South Sudan very soon. Close to 350,000 refugees fleeing violence in South Sudan are projected to arrive in Uganda by end of 2017 while the number of Congolese refugees in Uganda is close to 330,000 refugees. The total number of

refugees in Uganda is approximately 960,000 and the numbers are growing on a daily basis.

3. Purpose and Scope of the MoU

The Health Home Initiative (HHI) seeks to partner with OPM in refugee settlements in Uganda. This MoU therefore aims to establish a framework for cooperation in providing HHI related interventions (see annex 1) in Refugee Settlements in Uganda. The partnership arrangement aims to set up a mechanism for establishment of HHI interventions and **HHI** activities as well as maintaining good coordination with OPM and other stakeholders operational in the area. The list of activities details and budget are hereto attached as **annex 1 & 2** to this MOU.

HHI shall explore possibilities for additional interventions, such as implementation of other programs and activities and such interventions shall be closely coordinated with OPM and other stake holders where applicable.

The Health Home Initiative (HHI) shall procure all items necessary for establishment of an efficient mechanism for delivery of services to the beneficiaries in accordance with established procurement procedures, standards and policies set out in the HHI procurement manual and which are acceptable to the other party to this MOU. OPM shall be consulted whenever HHI intends to undertake other activities other than those listed under attached annexes in any refugee settlement.

4. Terms of this Memorandum of Understanding

- i) This MoU constitutes an agreement between the Parties hereto. The MoU may be modified, altered, revised, extended or renewed by mutual written consent of the Parties. This MoU will expire on the **31st December 2019**.
- ii) Progress made in implementing this MoU shall be reviewed twice a year to ensure that it is fulfilling its purpose and to make any necessary revisions where this is required.

All Parties undertake to organize:

- i) Joint planning, implementation, monitoring and evaluation of interventions;
- ii) Joint review meetings to assess the progress of interventions and develop actions to consolidate efforts in promoting human dignity of the beneficiaries;
- iii) Jointly organize main events (hereinafter referred to as Partnership reflection Forum;) especially targeting other agencies operating in the arrangement-;
- iv) Sharing of periodic reports as part of improving transparency and accountability.

5. Responsibilities and obligations of parties

5.1 OPM undertakes to do the following:

- a) Ensure security and safety for the Parties to this MoU at field level.
- b) Provide land for settling refugees in Uganda.
- c) Allow access to the beneficiaries (refugees and host communities) for provision of relief and other interventions agreed upon by the Parties.
- d) Convene and invite the Parties to the MoU to attend coordination meetings to address any matters incidental and or consequential to this MoU.
- e) Provide updated records of refugees for official use in provision of relief to the beneficiaries and accountability to the donors.
- f) Share with the Parties updated national laws, regulations and policies governing operations within the refugee setting.
- g) Ensure participation of responsible government agencies and other partners in monitoring and provision of technical supervision of interventions by **The Health Home Initiative (HHI)**.
- h) Not to use or accept HHI to use any interventions for purposes of or for advancing political agendas of any party or individual.
- i) Provide technical support to **HHI** in planning, designing and implementing of specific projects/ programs as and when required under this MoU.
- j) Share updates on the refugee humanitarian situation with **HHI**, including ongoing interventions and gaps.

5.2 The Health Home Initiative (HHI) undertakes to do the following:

- a) Provide material/ items and implement activities in accordance with the specified quantities, quality, and work plan as detailed in attached annexes herewith.
- b) Provide any additional interventions as shall be discussed and agreed with OPM as and when there are additional resources to allow for such interventions.
- c) Provide details of **HHI** contact persons at both National Office and field level to OPM to facilitate appropriate information sharing, coordination and program report sharing on a regular basis as a way of strengthening partnership and collaboration.
- d) Ensure that all interventions in settlements in Uganda are consistent with the development and or humanitarian priorities of government of Uganda.
- e) Ensure that all interventions are implemented to the highest standards possible and are not in breach of any national polices, laws and standards.
- f) Participate in all relevant coordination and planning meetings organized by OPM and other partners provided that reasonable notice of such meetings is given.
- g) In carrying out interventions, avoid discrimination of any beneficiaries based on ethnicity, race, religion or political affiliation and to ensure transparency in selection of beneficiaries.
- h) Provide to OPM a clear exit strategy and ensure no abrupt closure of planned or ongoing interventions.
- i) Provide Quarterly, half year, annual and other reports to OPM on a timely basis as and when required.

6. Structures

The Parties agree that this MoU shall be overseen by a management team comprising the **HHI** Country Director or his/her designate and OPM Permanent Secretary or his/her designate.

The Parties shall hold dialogue meetings whenever it shall be deemed necessary during implementation or review of this MoU.

7. Dispute Resolution

Parties to this MOU shall use their best endeavours to ensure that as far as possible, the objectives of this memorandum are achieved and as far as possible, all decisions are reached in consultation and through consensus. Where the Parties fail to agree; the provision of this memorandum on Dispute Resolution and Termination of MOU shall apply.

The Parties shall seek to resolve differences or conflicts through dialogue in the first instance. This failing, a third party agreed upon by the parties to be neutral and reliable, may be called upon to mediate in the matters of contention. In the event that the dispute is not resolved through mediation, the parties will resort to the courts of law for redress. The laws of the Republic of Uganda and any other laws applicable shall provide the legal framework for any legal redress under this Memorandum of Understanding.

8. Law Applicable

This Memorandum of Understanding shall be governed by and construed with reference to the laws of the Republic of Uganda. Other applicable International Legal Instruments in place for the duration of the agreement cycle may be applied in interpreting and or resolving matters relating to provisions of or implementation of this MoU.

9. Termination

- a) Each party to this MoU may terminate their participation in this MoU by providing to the other Parties reasonable written notice of intent to terminate within 30 working days. In case of termination by any of the parties, the remaining Party to this MoU may amend the MoU to allow for fulfilment of obligations by the remaining Party to the MoU.
- b) This MoU shall come to an end on **31st of December 2019**, but may be extended or renewed based on mutual agreement by the parties to the MoU.

10. Confidential Information

Any party may receive confidential information of the other party in connection with this MoU. Neither party shall disclose any confidential information of the other party to any person or third-party or use such confidential information for its own purposes without the owner's prior written consent. Notwithstanding this confidentiality requirement, nothing prevents the parties from fulfilling their obligations herein or complying with any governmental or judicial request relating to this MoU. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; and (f)

relationship with any governmental entity. Confidential information also includes information marked or otherwise designated confidential by its owner or which the other party knows or reasonably should know is not generally known to the public. Confidential information does not include information publicly known or readily available from public sources. Each party shall take steps necessary to assure that its employees, agents and subcontractors comply with these obligations.

11. Entire Agreement

This Memorandum of Understanding supersedes any and all other agreements, oral or written, between the Parties with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this MoU other than that which is contained herein shall be binding upon the Parties.

12. Liability Disclaimer

The Parties do not accept any joint liability for claims arising out of the activities performed under this MoU, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by a Party or Parties as a result of actions carried out in the legitimate pursuit of this MoU. Each of the Parties shall be responsible for administering all claims brought against them for executing obligations under this MoU. It is further understood that adequate medical and life insurance for personnel of the Parties, as well as insurance coverage for service-incurred, illnesses, disabilities or death, are the responsibility of the respective Parties.

All Parties shall not be liable to jointly indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of the MoU and which may be made against any of the Parties.

13. Effective Date

This Memorandum of Understanding shall be effective from **16th January 2017** and shall remain in effect until **31st December 2022**, or on the date of termination (where termination of the MoU occurs in accordance with the termination provisions of this MoU), whichever comes first but may be renewed by mutual agreement of the Parties.

14. Name and full address of the Parties

Each party will appoint a representative to serve as an official contact and coordinate activities of each organization in relation to this MoU. The official addresses of the parties are;

Office of the Prime Minister Department of Refugees Post Office Building Yusuf Lule Road C/O P. O Box 341 KAMPALA	The Health Home Initiative (HHI) Mulago hill road Opposite mulago hospital, Mulago hospital complex assessment center, P.O.Box 29441 Kampala, Uganda
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14. Authorization

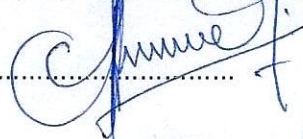
The signing of this MoU implies that the signatories will strive to achieve, to the best of their ability, the objectives, roles, responsibilities and obligations stated therein.

Therefore, **IN WITNESS WHEREOF**, the authorized representatives of all Parties have set their hands here below, on the date and year herein first mentioned.

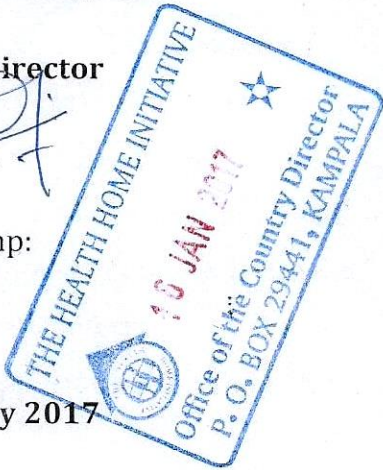
Signed for and on behalf of The Health Home Initiative (HHI)

Name: **MR. Simon Wagalala**

Title: **Country Director**



Signature & Stamp:



Date: **16th January 2017**

Witnessed by

Name: **Dr. James Kafeero**

Title: **Director of programs**



Signature:

Date: **16th January 2017**

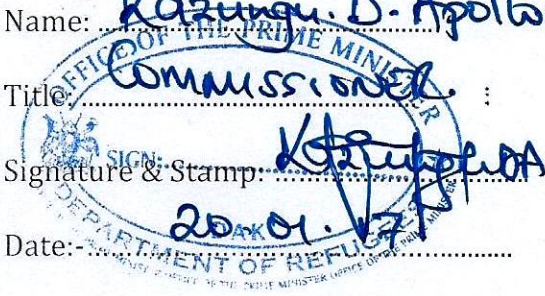
Signed for and on behalf of Office of the Prime Minister – Department for Refugees

Name: **Kazungu D. Apollo**

Title: **Commissioner**



Date: **20.01.2017**



Witnessed by

Name: **BAFAKI CHARLES**

Title: **PSO**

Signature & Date: **Bafaki 20/01/2017**

Annex 1:

Project name: Medical Physical Rehabilitation Project (MPRP)

Overall Goal:

The goal of the **Medical physical Rehabilitation Project (MPRP)** is to restore operational function of any affected part of the body i.e. eyes, limbs, body trunk, spine etc. by either providing corrective devices and treatment as a way of conservative management or by direct fixation of the affected part by way of surgery.

Project objectives:

OBJECTIVES OF THE INTERVENTION

The specific objectives of the undertaking include but are not limited to the following;

1. To provide screening services for orthopedics and sight medical conditions in the settlements and host community.
2. To undertake orthopedic and sight conditions disease prevention sensitization and awareness campaigns in the settlements and environs.
3. To establish and enhance a functional health referral system in the settlements
4. To acquire, distribute and provide rehabilitation appliances for beneficiaries identified with defect.
5. To provide physiotherapy and occupational therapy services.

STRATEGIC IMPLICATIONS

The modus operandi of the agencies reveals the following cardinal connotations related to the strategic direction of identified responses;

- HHI will seek to acquire the medical supplies, equipment and sensitization materials required for the responses through the establishment of a brief emergency fund to jump start the operations and supported by strategic resource mobilization through networks and partnerships and resource prioritization.

ANTICIPATED DELIVERABLES/OUTCOME(S)

The identified deliverables include inter-alia;

- a) Documented needs of the refugee settlers for action planning
- b) Number and type of refugees sensitized and adhering to set down guidelines in order to reduce disease burden
- c) Number and type of beneficiaries receiving rehabilitation appliances.
- d) Evidence based number of settlers benefiting from the screening services

- e) Evidence based contribution of the referral system in health service delivery in the camps.
- f) Documented lessons learnt through support supervision visits
- g) Information materials appreciated by the refugees and having a bearing on their health related behavior.
- h) Contribution to the coordinated provision of medical services in the camp settlements
- i) Number and type of people benefiting from physiotherapy and occupational services.
- j) Number and type of people operated upon during surgical camps.
- k) Orthopedic workshop established and maintained to aid easy access to appliances.
- l) Rehabilitation center established benefiting people requiring physiotherapy and occupational therapy services

Annex 2: Project activities and Budget

Activities:

1. Health education on injuries prevention and management
2. Provision of clinical assessment for sight conditions and provision of corrective aids, treatment of infective eyes
3. Clinical assessment for orthopedic conditions like deformities, paralysis including CP, contractures, septic conditions, identification of amputees and taking measurements for appropriate appliances.
4. Clinical assessment for congenital abnormalities including club foot, hydrocephalus and cerebral palsy
5. Training in use of white cane stick, orthopedic appliances
6. Provided physiotherapy services that includes active exercises, manual manipulation
7. Provided direct analgesics and antibiotics for septic wounds
8. Making referrals.
9. Establishing an orthopedic workshop as a production area for corrective appliances.
10. Establishing a rehabilitation center
11. Conducting monthly surgical camps to address orthopedic and sight conditions.
12. Reinstating of an operational x-ray department to boost the related diagnostic protocols.
- 13.

14. ACTIVITY DESCRIPTION

Activities bank rolled for this initiative and which are based on preliminary site investigations include but are not limited to the following;

Activity One: To conduct regular needs assessments in order to support the referral arrangement especially for those in emergency need.

These assessments that will be conducted on a regular basis by volunteer resource persons will facilitate the identification of medical cases that need responses through the referral process to other agencies or the District health Team.

Activity Two: Organization of orthopaedics and sight conditions prevention awareness and sensitization campaigns

Whilst there are many agencies providing curative fast response health services this particular activity will emphasize the preventive approach through awareness and sensitization campaigns and the printing and distribution of IECs translated in identified dialects for easy internalization. Preventive measures if effective help to reduce pressure on the few resources and facilities available.

Activity Three: Provision of physiotherapy, occupational and rehabilitation appliances /walking aids which include, clutches, splints, optical glasses, braces and corsets among others

The composition of the settlers is wide ranging and includes the young and the old. Preliminary investigations highlighted the need for rehab services which include the following among others

- a) Those with broken and fractured limbs resultant from a myriad causes who require movement and fast recovery aides
- b) The elderly with a multitude of movement complications and thus require walking aids and other appliances like sockets
- c) Those with site deficiencies especially the elderly who may require optical glasses.

Activity Four: Provision of medical/health screening services

Mobile Health screening at individual settlement level will facilitate the identification, treatment or referral of medical cases for prompt management

Activity Five: Follow-up visits to the settlements for indexed refugees for reviews

This activity will support the referral function of the responses related to the settlements in light with the provision of psycho-social support services including medical reviews. The follow up visits will also provide an opportunity for documentation of lessons learnt and success stories for future reference.

Activity Six: Cementing of partnerships through regular meetings and sharing of experiences.

In order to provide coordinated and systematic service delivery and which will minimize duplication of services the agencies will convene and also attend meetings organized by other agencies

ACTIVITY FRAMEWORK

What	When	Where	Who	How	Assumptions
Awareness and sensitization campaigns	On-going	Refugee settlements and host community	HHI And partners	Organization of workshops at gazetted venues	<ul style="list-style-type: none"> • Willingness of settlers to attend. • Capacity to bridge communication gaps
Provision of rehab appliances	On-going	Refugee settlements and host community	HHI and partners	Case determination by orthopaedic surgeons and rehab team	<ul style="list-style-type: none"> • Levels of acceptance • Availability of specific appliances required
Medical screening services for sight and orthopaedic conditions	On-going	Refugee settlements and host community	HHI And partners	Cluster camp visits by medical rehab team	<ul style="list-style-type: none"> • Ability to coordinate to avoid duplication • Willingness to accept the services
Follow up visits and continued surveillance.	On-going	Refugee settlements and host community	HHI and partners	Psycho-social support and medical reviews	<ul style="list-style-type: none"> • Capability to communicate • Availability of the recipients.
congenital physical abnormalities treatment	On-going	Refugee settlements and host community	HHI And partners	Identification of cases by team for treatment or referral	<ul style="list-style-type: none"> • Effectiveness of the referral for provision of alternatives
Building of networks and partnerships.	On-going	Refugee settlements and host community	HHI And partners	Regular meetings with identified stakeholders. Preparation and dissemination of activity findings	Readiness of other stakeholders to embrace the initiative