Memorandum of Understanding (MOU)

Between

World Vision Uganda

And

Health Home Initiative

MARCH 2018.

THE HEALTH HOME INITIATIVE
Office of the Country Director
P. O. BOX 29441, KAMPALA
29 MAR 2018

World Vision
Uganda
29 MAR 2018
WEST NILE REFUGEE RESPONSE
P.O. Box 5319, Kampala

1. Parties to the MoU

This memorandum of understanding is made and entered into on this 29th day of March 2018 between World Vision Uganda of P. O. Box 5319, Kampala, Uganda (herein after referred to as "WVU") and Health Home Initiative of Mulago Hill Road Opposite Mulago Hospital Complex Assessment Centre, Kampala Uganda (herein referred to as "Partner") collectively referred herein after as Parties and individually referred to as Party.

2. Agreement Duration, Review, Enforceability and Amendment

a. This M.O.U constitutes an agreement between the hereto. This M.O.U may be modified, altered, revised, extended or renewed by mutual written consent of both parties. This M.O.U shall be construed and take effect in accordance with the Laws of the Republic of Uganda.

b. The duration of this M.O.U shall be one (1) year renewable according to on-going programs needs for the services of HHI from the effective date of this M.O.U coming into force with the signatures of the parties all affixed hereto.

c. This M.O.U will be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

3. Mission of the Partnership

World Vision Uganda (WVU) is a Christian (relief, development and advocacy) organization dedicated to working with children, families and their communities countrywide to reach their full potential by tackling the causes of poverty and injustice. World Vision started operating in Uganda in 1986 and currently has 53 Area Development Programmes and 32 grants implemented in 41 districts. The current priority areas of focus are Education, Health, Livelihoods and Child Protection. Crosscutting themes include Gender, Christian Commitment, Disability, Environment, DRR and Peace Building.

Children with Disability (CWD) and People with disability (PWDS) are key beneficiaries of any interventions. Disability initiatives across the ADPs range from building the capacity of schools, CBOs, Child Protection groups and PWD Committees, provision of materials and equipment to PWDs, schools and families of PWDs, addressing environmental barriers such as making school facilities accessible, providing water tanks for Families/PWDs households, supporting access to medical treatment and psycho-socio therapy services to CWD, income generating activities for parents and PWDs, sponsorship of CWDs to disability rehabilitation centers and advocacy among others.

The Health Home Initiative (HHI) is legally registered as NGO in Uganda and is an organisation that supports disabled people to stay healthy, get mobile and play an active part in their communities. Health Home Initiative works mainly in Uganda promoting primary and tertiary health care, Health Systems Strengthening and injuries control where without mobility; millions of people are unable to leave their homes, go to school or to work. Wheelchairs are at the heart of what they do. This is teamed with innovative training, providing specialist advice and consultancy to others. The Health Home Initiative works hand in hand with The Ministry of Health and Office of Prime Minister helping to support Provision of Medical Physical rehabilitation services, wheelchair services, assistive devices at large among others..

Drawing from the above, this partnership will use the synergies of both organizations to strengthen disability programming

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4. Purpose of the Partnership

The purpose of the partnership is to leverage the strength of West Nile Refugee Response (WNRR) and Health Home Initiative (HHI) in terms of expertise, resources and networks in order to improve disability inclusion in programs and operations. This includes working together to:

a) Support ongoing capacity building and sharing of information on disability inclusion;
b) Provide technical advice to Programmes/Projects;
c) Conduct assessments including organizational audits, infrastructure/project audits;
d) Develop proposals and narratives for funding;
e) Implement interventions at both strategic and operational level;
f) Ensure proper learning and innovations on disability across partner programmes

5. Scope of the Partnership

West Nile Refugee Response (WNRR)-Uganda and The Health Home Initiative (HHI) enter this partnership to foster collaboration on mutually beneficial programmes regarding disability mainstreaming. Agreed on interventions will be implemented in West Nile Region where West Nile Refugee Response (WNRR)-Uganda operates or in collaboration with The Health Home Initiative(HHI) to enhance their capacities to implement, monitor and advocate for promotion of disability rights and inclusion

The partnership between West Nile Refugee Response -Uganda and Health Home Initiative (HHI) will both be primarily strategic and operational in nature and will focus on joint planning, technical backstopping, capacity building, advocacy, research and review, monitoring and evaluation. The partnership will enhance the rollout of the wheel Chairs for Kids initiative among target beneficiaries in West Nile region. Through these activities the two parties will contribute towards improved well-being for Children with Disabilities (CWD) and People with Disabilities (PWD).

6. Objectives of the Partnership

i. To strengthen capacity for disability inclusion in programming in host communities and emergency areas or refugee settlement.
ii. Strengthen advocacy on disability through partnerships with government institutions and other Strategic partners.
iii. Foster an environment where Children with Disabilities (CWD) and People with Disabilities (PWD) participate in their own protection and Empowerment
iv. Resource mobilization for disability program.

7. Responsibilities and Obligations of the Parties

7.1 Responsibilities of West Nile Refugee Response (WNRR) Uganda shall be the following:

7.1.1 Invite and involve The Health Home Initiative (HHI) response Team in key activities that contribute to improving well- being of Children with Disabilities or People with Disabilities. These will include but not limited to planning meetings, programs review meetings to evaluate the impact of the interventions, research, baselines etc. Participate in activities organized by The Health Home Initiative (HHI) to contribute towards the Purpose and scope of the partnership.

7.1.2 Partner with The Health Home Initiative to continually map and build the capacity of disability systems and structures at the community and district levels; both formal and informal systems and structures in West Nile Refugee Response(WNRR)- Uganda operational areas.

7.1.3 Contribute resources for implementation of West Nile Refugees Response (WNRR) disability interventions when needed.

7.1.4 Partner with The Health Home Initiative (HHI) and their existing partners at district level, and train District personnel, Health Workers, VHT's and partners

7.1.5 Mobilize communities to formulate parents support groups for advocacy and provision of skills on how to care for children with disability with special focus on clubfoot, Cerebral Palsy, spinal cord Injury and other pediatric orthopedics abnormalities.

7.1.6 West Nile Refugees Response (WNRR) will develop promotional materials including joint articles, advertorials etc. that would mutually benefit both Parties. Communication, promotion, awareness-raising and outreach will be components of the present Agreement. The Parties will closely cooperate
for planning, implementation, monitoring and evaluation of all communication activities related to the partnership. Each Party shall promote the partnership by mentioning the other Party and by including the other Party's name and/or logo in all relevant publications related to this Agreement.

7.1.7 Support inclusive WASH activities for the Children with Disabilities (CWDs) and People with Disabilities (PWD) in host communities and emergencies.

7.1.8 West Nile Refugees Response (WNRR) will provide a single point of contact in for the execution of this Agreement, related program management, and the relationship with the HHI depending on the assignment and locale.

7.2 Responsibilities of The Health Home Initiative (HHI), subject to funding HHI to do work as per this MOU shall include the following:

7.2.1 HHI in collaboration with West Nile Refugees Response (WNRR) and local wheel chair service partners, will conduct assessments for Children With Disabilities (CWDs) and People With Disabilities who are beneficiaries of this arrangement and prescribe and fit equipment for CWDs & other PWDs in accordance with ministry of Health and World Health Organisation (WHO) sphere standards set out in the Guidelines in regard to community Based Rehabilitation (CBR) matrix on Health domain for the provision of manual wheelchairs or assistive devices in less resourced settings.

7.2.2 Support West Nile Refugees Response(WNRR) Uganda in sourcing, production & modification of localized assistive equipment for programme beneficiaries as need arises including wheelchairs, crutches, artificial limbs, sports equipment for CWDs and other equipment to meet the needs of CWDs/PWDs.

7.2.3 Conduct disability research, accessibility audits for schools, and inclusion of WASH activities for CWDs and PDWs in both host communities and refugee settlements in West Nile region.

7.2.4 Collaborate with its partners to provide diagnostic services in line with rehabilitation like X-ray services

7.2.5 Provide and promote rehabilitation services to CWDs and PWDs with major focus of rehabilitative conditions of CWDs.

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7.2.6 Support parents support groups for advocacy and provision of skills on how to care for children with clubfoot, Cerebral Palsy and spinal cord Injury.

7.2.7 Work with WNRR to build the capacity of formal and informal community-level disability structures to deliver programmes and services as described by policies and laws on disability.

7.2.8 Provide technical advice on rehabilitation to Children with Disabilities and People with Disability and other stakeholders.

7.2.9 Manage medical physical disability referrals case by case as submitted by HHI technical staff.

7.2.10 Support and strengthen rehabilitative services to caregivers, parents and facilitators in child friendly spaces

7.2.11 Strengthen provision of physical rehabilitation services in Yumbe hospital, Health Centre IV, HCIII and other intervention areas in West Nile Region.

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7.3 Roles Applicable to Both Parties.

Both parties shall be responsible for the following;

a) Carrying out joint advocacy initiatives aimed at improving the well-being of children specifically influencing change in the policy environment & attitudes towards CWD/PWDs
b) Conducting joint support, supervision, monitoring and research as a way of learning and Sharing best practices and enhancing synergies.
c) Joint fundraising for disability initiatives.
d) Disseminating and sharing results of activities

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8. Cost Allocation and Resource Sharing

Resources required for implementation of initiatives by the parties include materials (assistive devices), financial support, technical support, and human resource. The Parties may jointly develop budgets for specific interventions and determine resource allocation per assignment.

9. Monitoring and Evaluation

Programmatic monitoring and evaluation shall focus on the activities and initiatives executed under the partnership and based on the AOP of each party. World Vision and Health Home Initiative shall jointly provide programmatic-technical backstopping in monitoring and evaluation by jointly commissioning baselines, audits, evaluations and conducting joint supervision semi-annually or as agreed. In the event that such expertise and technical support cannot be provided, an external service provider (consultant or research institution) shall be sourced. Key findings of program evaluations shall be shared to inform M&E Reports, CWB reports, annual reports, design and implementation of programmes

The Parties shall meet bi- annually to review progress. The meetings shall be attended by the WNRR Director, Operations Manager, Sector Heads or any representatives, HHI'S National Coordinator rehabilitation program, Programme Manager and Technical Personnel or any representative will attend.

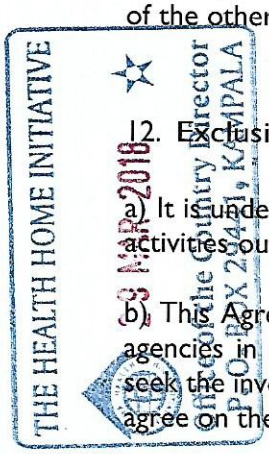
10. Child Protection Policy and Behavioral Protocol

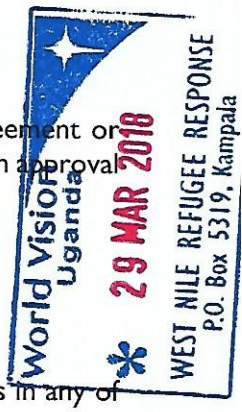
West Nile Refugee Response (WNRR) Uganda has a Child Protection (CP) Policy, with clear guidelines for the protection of children from harm. All service providers, contractors, partners and other WV affiliated persons are required to adhere to the policy guidelines as stipulated in the WNRR child protection policy (Annexure) and the Prevention of Sexual Exploitation and Abuse (PSEA) guidelines. Health home Initiative must read, understand and sign in the space provided and commit that in the course of executing partnership activities as agreed upon in this MOU they will adhere to the Child Protection Policy and shall:

a) Shall ensure the behaviour protocols are fully cascaded to any or all individuals to be involved in the implementation of MoU activities prior to commencement
b) Shall ensure that any and all individuals hired or sub-contracted clear a background check or undergo the approved alternative background check as part of the initial package of deliverables.
c) Shall ensure that all adults who have an interaction or access to children or children's information or data in the course of executing this MOU will act in the best interest of children, and uphold West Nile Refugee Response (WNRR) Child Protection Behaviour Protocols, data management protocols and other child protection measures as required.
d) If you become aware of any harm or risk to children, will report/inform World Vision immediately.
e) And any breach of the WNRR Child protection policy, standards and protocols by HHI shall lead to termination of the MOU or partnership.

11. Public Representations

No public statements written or oral will be issued by either Party with respect to this Agreement or the projects initiated as a result of this Agreement or referred to herein without the prior written approval of the other Party.





12. Exclusivity

a) It is understood and agreed that this Agreement creates no exclusive rights for either Parties in any of activities outlined, except as otherwise agreed herein.

b) This Agreement does not in any way exclude cooperation with other organizations and international agencies in the Parties respective spheres of expertise; on the contrary, the Parties pledge to actively seek the involvement of others in pursuit of the objectives above, and assume to the partners to this MOU agree on the choice of other partners.

13. Confidentiality

The Federation and Microsoft agree to treat as confidential and not at any time disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to their respective operations or finances where such information was received during the period of this Agreement, except where such information is in, or enters, the public domain. This Article shall survive the termination of this Agreement.

14. Liability

a) Each Party shall retain sole liability for the acts and omissions of their own staff members and agents.

b) Neither Party shall be liable to the other Party for any cost, damages and/or losses whatsoever incurred as a result of this Agreement nor any project "initiated as a result of this Agreement, except as a result of breach of contract or gross negligence.

15. Sustainability of the Initiative

The Parties will ensure that the capacity of key stakeholders is built. Up-take by local community and Local Government of aspects of the partnership e.g. training mechanisms that prove most effective in the evaluation, principles from the instructional approach, formation of parent support groups for community ownership and transfer of skills to local communities like artisans etc.

West Nile Refugee Response (WNRR) Uganda and HHI will utilise the already existing Local Government Disability structures on ground and further strengthen their capacities to offer disability services. The team will work closely with the District Community Based Services Department at all levels to coordinate, support implementation and monitor disability interventions.

At the community level, WNRR and HHI will work closely with the relevant Settlement disability committees to ensure ownership, commitment and sustainability of disability programmes, while also empowering communities to demand for and utilise services for the well-being of children. Funding opportunities will be sought to support new projects/initiatives.

16. Indemnity

Neither party shall be liable for the acts or defaults of the other party, its agents, employees or subcontractors. The Partner shall indemnify and hold harmless World Vision Uganda against all liabilities, losses and expenses arising from or in connection with the activities of the Partner, its agents, subcontractors or employees, including, without limitation, any liabilities, losses or expenses relating to the Partner's material breach of this MOU, or negligent act or willful misconduct.

17. Conflict Resolution

All or any disputes between the parties arising in connection with the interpretation or execution of this MOU or any stipulation or rights and obligations contained therein and which cannot be resolved by mutual negotiations between the parties shall be referred to Arbitration in accordance with the Arbitration and Conciliation Act Cap 4.

18. Termination

18.1 Each party to this MOU may terminate their participation in this MoU by providing reasonable written notice of intent to terminate of not less than thirty (30) days. Termination by one or more of the parties to this agreement shall not affect any pending obligations that may exist between the Parties as at the date of termination.

18.2 This MOU shall automatically come to an end at the expiration of the term as agreed and stated in Clause 1(c) above.

19. Authorized Representatives

Each party will appoint a contact person to coordinate activities of each organization in executing this MOU. The Initial appointees of the organizations are;

Enid Kabasinguzi Ocaya.
Operations Manager
World Vision Uganda,
P.O. Box 5319,
Plot 15B, Nakasero Road,
Kampala

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Mugisha Sam
Project Manager,
Health Home Initiative (HHI),
P. O. Box 29441.
Mulago Hill Road,
Mulago Hospital Complex Assessment Center.
Kampala-Uganda

20. Authorization

The signing of this MoU is a formal undertaking. It 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 the Parties have both set their hands here below, on the date and year herein first mentioned.

Signed for and on behalf of West Nile Refugee Response Uganda

Name: Paul Sitnam
Title: Response Director
Signature: ----------
Date: 29.3.2018 ----------

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In the presence of

Name: Mary Njeri
Title: Grants Acquisition Manager
Signature: ----------
Date: 29/3/18 ----------

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

Name: Wagalala Simon
Title: National Coordinator Rehabilitation Program.
Signature: ----------
Date: 29/03/2018 ----------

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In the presence of

Name: Dr. Kafeero James
Title: Director of programmes.
Signature: ----------
Date: 29/3/2018. ----------