

MEMORANDUM OF UNDERSTANDING

1.0. PARTIES TO THIS AGREEMENT

This is an agreement among the following parties:

- United Health Group, Fox Cities-Kurgan Sister Cities, Physicians for Social Responsibility, Fox Valley Technical College, La Crosse-Dubna Health Partnership, Kimberly-Clark Corporation, City of Appleton Public Health Department, Outagamie Public Health Department, State of Wisconsin Public Health Department (“US Partner”);
- Kurgan Oblast Health Department, Kurgan Maternity House, Schuche Rayon Central Hospital, Kurgan Municipal Maternity Hospital, Kurgan City Health Care System, Office of the Mayor, Kurgan Region Healthcare System, Kurgan Regional Clinical Hospital, Association of Surgeons and Schuche District Hospital Administrator, (“Russian Partner”);

and

- *The American International Health Alliance (“AIHA”).*

2.0. PURPOSE

The purpose of this agreement is to develop a productive and lasting cooperative relationship between the U.S. Partner and the Russian Partner. In the spirit of cooperation, the parties enter into this legally non-binding Memorandum with the understanding that it is a symbolic expression of their mutual commitment to develop a productive working relationship, to collectively and separately make their best efforts to overcome obstacles to accomplish the agreed-upon project goals, and within the means of the parties to contribute the necessary resources toward ensuring the success of this collaborative relationship (referred to herein as “the partnership”). The provisions of this Memorandum are intended toward that end.

3.0. FOCUS OF THE PARTNERSHIP

The partnership will implement model community-based primary care service delivery systems at the NIS partner sites. The partnerships will focus on the development of quality services in one or more model sites to meet community needs and improve access to services with an emphasis on disease prevention and health promotion for adults and children. After developing local community involvement, conducting a needs assessment, and building consensus around community issues and problems to be addressed, the partnerships will assist in the reorganization of the primary care networks and the replication of additional sites within the oblasts (regions). Training and

retraining of staff in the area of preventive services, clinical care, and management will be a major focus of partnership activities. Health promotion and disease prevention activities will be developed according to community needs. Development of a referral system to track client outcomes is also anticipated.

4.0. STRUCTURE

The U.S. and Russian partners are equal members of the partnership and have equivalent responsibilities and authority. The partners shall work closely with AIHA and its designated coordinators (collectively "AIHA") throughout every stage of the program, and they will carefully coordinate partnership activities to ensure that the program is developed and implemented in a manner that is consistent with the health care needs of both communities.

5.0. RESPONSIBILITIES THE US AND NIS PARTNERS

5.1. Development of Agenda and Implementation Plan. In cooperation with AIHA, the U.S. Partner and the Russian Partner shall:

- 5.1.1. develop a set of realistic goals objectives to accomplish the goals identified in section 3.0 above.
- 5.1.2. develop quantifiable measures by which the partnership's progress toward its goals and objectives can be measured;
- 5.1.3. establish a detailed and realistic project timeline for the partnership's efforts setting forth, among other things, a schedule of conferences, meetings, training exchanges, and report preparation;
- 5.1.4. establish a detailed itinerary for each scheduled conference, meeting, or training exchange setting forth, among other things:
 - the personnel involved;
 - the travel and accommodation arrangements;
 - the curricular material necessary for the meeting or visit;
 - the equipment and materials necessary for the meeting or visit;
 - the persons responsible for preparation of required reports.

5.2. Workplans and Reports. Working with AIHA, the U.S. Partner and the Russian Partner shall collaboratively prepare the following reports in a timely fashion and submit them to AIHA:

- 5.2.1. a Partnership Workplan, consisting of those items (Objectives, Activities, Quantifiable Outcomes, Timeline, and Budget) set forth in Sec. 5.1, to be prepared annually; and

- 5.2.2. a Partnership Quarterly Report covering exchange visits occurring during the reporting quarter, as well as other significant events or project developments that may not involve travel. These activities may include teleconferences, in-country training workshops or conferences, significant e-mail or phone consultations, transfer of medical/educational supplies and materials, or other capacity-building activities. Quantifiable process and outcome indicators identified in the workplan will be reported on both a current and ongoing basis.
- 5.3. Execution of Implementation Plan. The U.S. Partner and the Russian Partner shall fully cooperate in the execution of the implementation plan by, among other things:
- 5.3.1. providing the resources necessary for implementing the plan including, but not limited to, encouraging and allowing staff and other personnel to participate in partnership activities; and
- 5.3.2. making efforts to secure local transportation and low-cost accommodations (room and board) for visiting partners in order to maximize resources available for participation in partnership activities.
- 5.4. Evaluation. In addition to the reports described in Part III (see above), the U.S. Partner and the Russian Partner shall cooperate with any monitoring and evaluation activities undertaken by AIHA or by the United States Agency for International Development (USAID).
- 5.5. Educational, Research, and Clearinghouse Activities. As part of the education, research, and clearinghouse activities planned by AIHA, the U.S. Partner and the Russian Partner shall:
- 5.5.1. fully participate in education and training programs sponsored by AIHA, including both the training of partnership staff and the sharing of partnership experiences with other institutions and organizations;
- 5.5.2. provide information to the AIHA Clearinghouse on partnership experiences and other relevant materials relating to U.S. and Russian health care; and
- 5.5.3. fully participate in public education and information dissemination efforts undertaken by AIHA.
- 5.6. Compliance with USAID Procedures and Regulations. The U.S. Partner and the Russian Partner will be briefed on the policies and procedures governing the use of USAID funds (including but not limited to AIHA's policies and procedures as set forth in the subagreement between AIHA and the US partner) and shall abide by those policies and procedures.

6.0. RESPONSIBILITIES OF AIHA

This section sets forth some of the details of AIHA's obligations to the cooperative relationship.

- 6.1. AIHA, in cooperation with Omega World Travel, will provide logistical support to persons traveling abroad as participants of the partnership, including making travel arrangements, obtaining necessary travel documents and insurance, and securing the required governmental approval for site visits;
- 6.2. AIHA will provide domestic and international air transportation (subject to USAID limitations) for persons participating in partnership activities;
- 6.3. AIHA will assist the partnership's efforts to transport material and equipment as necessary for Trips/Events;
- 6.4. AIHA will provide the partnership with certain non-medical equipment (e.g., office and training equipment) necessary for partnership activities;
- 6.5. AIHA will promote the partnership in other ways, such as the preparation and circulation of public-relations materials; and

7.0. TITLE TO PROPERTY

Title to property purchased by AIHA for the sole use of the partnership established under this Memorandum shall vest in AIHA. AIHA may in the future and at its discretion transfer title to such property to the NIS partner, with the concurrence of USAID.

8.0. TERM, TERMINATION AND AMENDMENTS

- 8.1. Term. This Memorandum shall be effective immediately and shall remain in force unless terminated by one of the parties.
- 8.2. Termination. This Memorandum may be terminated by any of the parties, with or without cause, upon 30 days written notice to the other parties.
- 8.3. Amendments. This Memorandum may be amended at any time by unanimous consent of the parties.

9.0. MISCELLANEOUS

9.1. This Memorandum shall not be interpreted as having established a "partnership," as such term is defined under the laws of the United States or Russia.

9.2. No party assumes liability for any third-party claims arising out of this agreement.

9.3. This Memorandum is solely for the benefit of the parties; nothing in this Memorandum, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum by their duly authorized representatives.

Russian PARTNERS

U.S. PARTNERS

By: _____
[Insert Name, Title & Institution Name
Kurgan Oblast Health Department

By: _____
[Insert Name & Title]
United Health Group

DATE: _____

DATE: _____

AMERICAN INTERNATIONAL
HEALTH ALLIANCE

By: _____
[Insert Name & Title]

DATE: _____