

GOVERNMENT OF UGANDA

MEMORANDUM OF UNDERSTANDING

THIS MOU is made this.....day of20...

BETWEEN

The Government of Uganda represented by theDistrict Health Office of the Ministry of Health (hereinafter “the Government”) and hereinafter referred to as the “Contracting Authority” on the one part.

AND

..... and hereinafter referred to as the “Implementing Partner”

AND

..... **Pharmacy** and hereinafter referred to as the “Participating Pharmacy”.

THE OBJECT OF THE MOU:

The Contracting Authority desires to enter an agreement as follows;
Storage, dispensing and record keeping of supplied medicine to Recipients of Care (ROC) allocated to the participating pharmacy by the **Health Facility** **to which** the participating pharmacy is linked to.

WHERE AS;

Ministry Of Health is a Government institution committed to providing Health services to all Ugandans which also focuses on providing Public, PNFP AND PFP health facilities with HIV&AIDS and TB Prevention commodities to people living with HIV&AIDS and TB and their families in Uganda.

Ministry Of Health is desirous of procuring services of:

- (i) Ordering**
- (ii) Collection**
- (iii) Safe storage**
- (iv) Dispensing**
- (v) Recording and record keeping**
- (vi) Communicating with and reporting health facility(ies) and Implementing Partners (IPs)**

regarding the medicines as supplied by MoH to participating pharmacy, as well as regarding the ROC.

NOW THEREFORE, in consideration of the above commitments, the parties agree to co-operate and ensure that the said HIV&AIDS and TB health products benefit the people of Uganda specifically those accessing the services

from community outlets under the terms and conditions as hereinafter set forth, the parties agree as follows;

1.0 Definitions:

Unless the context otherwise requires, the following words and terms shall have the meaning herein assigned to them.

- 1.1** “MoH” means District Health Office of Ministry of Health
- 1.2** “IP” means implementing partner.
- 1.3** “Participating Pharmacy” means the pharmacy that will participate in the CRPDDP programme.
- 1.4** “Patient” means recipient of care, who will receive medicines at the participating pharmacy.
- 1.5** “Health Facilities” means accredited health facilities and outlets providing HIV/TB services.
- 1.6** “CRPDDP” means Community Retail Pharmacy Drug Distribution Point
- 1.7** Linked Health Facility means the facility to which the CRDDP is linked”.
- 1.8** “ARV” Anti-Retroviral Medicine
- 1.9** “M&E” means monitoring and evaluation.
- 1.10** “Title” means ownership of health products/medicines
- 1.11** “Dispensement” means scheduled handing over of medicine to Recipient of Care as per appointment

2.0 SCOPE OF SERVICES

The purpose for which this Memorandum of Understanding has been entered into is to provide services of **storage, dispensing, record keeping, communication and reporting** among others herein after mentioned, by the service provider to the ROC and referring health facility in Uganda.

3.0 DURATION AND RENEWAL

- 3.1** This Memorandum of Understanding shall commence on the date hereof as indicated above and shall continue until20..... and effect thereafter, unless and until terminated in accordance with the provisions of this Memorandum of Understanding.
- 3.2** This Memorandum of Understanding shall remain effective till terminated within 90 days of notice by either party as herein provided.
- 3.3** Subject to the above clause (3), the duration and/or renewal of this Memorandum of Understanding shall be subject to the sustainability of the grants, mutual understanding of the parties, availability of resources, performance and effectiveness of the service provider, compliance with the terms of this agreement and the interests of both parties to these provisions.

4.0 CONSIDERATION AND PAYMENT

- 4.1** The provision of the services from the participating pharmacy will be under the oversight of the IPs assigned by the MOH to provide that supervisory and support service.
- 4.2** The provision of this service described for the participating pharmacy will be against a fee against invoice, that shall be stated at the time of entering into the agreement and will be released through the supervising IP.
- 4.3** The Participating Pharmacy shall receive a fee of UGX 2,000 for every dispensement made to a Recipient of Care assigned to the pharmacy by the linked facility
- 4.4**

5.0 MINISTRY OF HEALTH OBLIGATIONS (Scope of Work)

It is hereto agreed between the parties that Ministry Of Health, through the district health facilities, shall be responsible for the following:

- 5.1** To identify stable patients that can be referred to the participating pharmacy under the CRPDDP model as per the qualifying criteria.
- 5.2** Identify and record the patient representative that is nominated to pick up medicines in certain circumstance
- 5.3** Issue a unique patient identifier (or 'blue card') to the referred patient, to present at the participating pharmacy.
- 5.4** Schedule the first appointment for a patient to attend at the participating pharmacy and indicating that date in the 'blue card'.
- 5.5** Inform participating pharmacy about the first appointment date for the referred patients to pick up their medicines.
- 5.6** Transfer copies of the relevant patient information and refill prescription for the period, for each referred patient, to the participating pharmacy, to support the provision of the appointed services.
- 5.7** Issue medicines to the participating pharmacy to be dispensed to the patient in line with the appointed dates for collection by the patient.
- 5.8** Maintain all records related to referral of patients to the participating pharmacies.
- 5.9** Maintain all records related to supply of medicines to the participating pharmacies.
- 5.10** Execute M&E procedures at participating pharmacies outlined in MOH guidelines.

6.0 IMPLEMENTING PARTNER OBLIGATIONS (Scope of work)

- 6.1** IP will support the district health facility in assessing the identified pharmacies, using the prescribed selection criteria.
- 6.2** IP will be responsible for MOU to be signed between each qualifying pharmacy (owner) and the district health office on behalf of the MoH, supported by the IP.
- 6.3** IP will provide technical support to the pharmacy in line with service agreement and Scope of Works for the service
- 6.4** Pharmacist and other approved pharmacy staff will receive training from the IP.
- 6.5** Ensure the pharmacist is applying all the steps in the Scope of Works by performing monitoring and evaluation as per agreed and prescribed tools.
- 6.6** Support regional stakeholder quarterly meetings.
- 6.7** Support to print tools, Job aids and training materials for the participating health facilities and pharmacies
- 6.8** Liaise with MoH and DHO's to organize training for participating health facilities and pharmacies
- 6.9** Paying dispensing fees to the participating pharmacies

7.0 PARTICIPATING PHARMACY OBLIGATIONS (Scope of work)

It is agreed that participating pharmacy shall be responsible for the following to all ROC referred by the district health facility:

- 7.1** Ensure all legal and regulatory requirements to provide pharmaceutical services are up to date.
- 7.2** Ensure all the CRPDDP programme requirements (documents, IT tools, storage, security of premises) are met and in place at the pharmacy.
- 7.3** Ensure that all relevant staff to support the pharmacist have received the training.
- 7.4** Ensure that ROC receiving medicine from pharmacy are treated as per agreed protocols.
- 7.5** Work with ROC and District Health facility in patient management, particularly on attendance at the pharmacy and regular check- ups at the health facility
 - 7.5.1** Regular communication with ROC to act as reminder to attend pharmacy and check- up at health facility.

- 7.6** Ensure confidentiality in patient service, security of patient records.
- 7.7** Ensure stock is managed in line with requirements designed for this programme.
- 7.8** Provide treatment literacy to ROC as received from MoH.
- 7.9** ` Share detail of supervising pharmacist (registration details, contact details, etc) to the district health facility and IP
- 7.10** Nominate a locum pharmacist and present their details (registration details, contact details, etc) to the district health facility and IP
- 7.11** Ensure that as much possible, the pharmacy service to the referred patients is carried out with the usual confidentiality as applies within the dispensing area of the pharmacy.
- 7.12** Ensure stringent security of patient records (electronic or paper- based) that are kept at the pharmacy.
- 7.13** Ensure that proof can be supplied that medicines have been issued to the intended patient or their nominated representative.
- 7.14** Participate in and attend all M&E events carried out by the referring district health facility.
- 7.15** Work with and support the IPs in the implementation of the CRPDDP model.
- 7.16** Inform the IP and district health facilities when a change in the attending pharmacists is imminent, and make arrangements to training the new staff.

8.0 TERMINATION

This Memorandum of Understanding may be terminated as follows:

- 8.1** Immediate cessation of services at the participating pharmacy will be carried out by the district health facility, in the event that there is no pharmacist at the participating pharmacy, except when a locum pharmacist is appointed up to the period when a permanent pharmacist is employed.

- 8.2** Either party may terminate this Memorandum of Understanding in writing by giving a notice of 90 days addressed to and delivered to the respective parties herein who have the mandate to receive notices for and on behalf of the parties to this Memorandum of Understanding.
- 8.3** This Memorandum of Understanding may be terminated on omission or failure by the other party to perform its obligation as agreed upon, for example, due to incompetence, unreasonable delay to service in carrying out the above-mentioned obligation and/or terms of this Memorandum of Understanding, poor and unsatisfactory performance of obligations and duties by either party.
- 8.4** Termination of this Memorandum of Understanding shall not affect the rights and liabilities of the parties accrued during the subsistence of this agreement.

9.0 ASSIGNMENT

- 9.1** Title to health products furnished under this Memorandum of Understanding shall not pass to participating pharmacy.
- 9.2** Title to the products shall remain with Ministry of Health at all times. Title to the product shall pass to ROC when the ROC takes physical possession of the medicine.

This Memorandum of Understanding and any obligation hereunder shall not be assigned except by express consent in writing of both parties hereto, provided the liability of any assigned duties rests solely for the purposes of this Memorandum of Understanding to the assignor.

10.0 AMENDMENT/VARIATION

- 10.1** Any amendment to this Memorandum of Understanding shall be at the initiative of the MOH who shall submit a

proposed amendment to the participating pharmacy in writing.

- 10.2** No amendment, modification or variation of this Memorandum of Understanding shall be valid unless an amendment to the Memorandum of Understanding is made in writing, dated, expressly refers to this Memorandum of Understanding, signed by the duly authorized representative of each party.

11.0 DISPUTE RESOLUTION

- 11.1** The parties shall endeavour to amicably resolve any dispute that may arise in connection with this Memorandum of Understanding. Any dispute which cannot be amicably resolved by the parties within 7 working days of the dispute shall render the agreement terminated.

12.0 FORCE MAJEURE

- 12.1** Neither party shall be deemed to be in violation of this Memorandum of Understanding if it is prevented from performing or hindered in its performance of any of its obligations hereunder for any reason beyond its control, including, without limitation to: strikes, lockouts, unavailability, shortages or delays of delivery of material or equipment, acts of God, or any statute, regulation or rule of any state or local government, or any agency thereof, now or hereafter in force.
- 12.2** If either party considers that any event of force majeure has occurred which may affect performance of its obligations, it shall promptly notify the other party in writing thereafter all the steps it proposes to take including any reasonable alternative means of performance.

12.3 The parties shall make all reasonable efforts to reduce to a minimum and mitigate the effect of any delay occasioned by an event of force majeure.

13.0 ENTIRETY

13.1 This agreement and Annexures hereto contain all express provisions agreed to by the parties to the subject of this agreement and constitute the entire agreement between the parties.

14.0 WARRANTY AND INDEMNITY

14.1 The parties' warrant that all the necessary legal, corporate and statutory requirements for entering into this Memorandum of Understanding have been complied with and those they have full authority to enter the same. They further warrant that there has been no breach of procedures and that they bind the parties on whose behalf they have signed.

14.2 Either party shall indemnify its officers, employee's and agents against legal responsibility, including costs, for actual or alleged violation of any patent, trademark or copyright, arising out of the performance of this Memorandum of Understanding, provided that either party is reasonably notified of such claims and proceedings.

14.3 Participating Pharmacy will assume the following risks when Ministry Of Health products are in its possession:

- (i) Quality assurance risk – Participating Pharmacy must maintain quality of commodities as received up to the point that they are safely and correctly dispensed to the patient.
- (ii) Pilferage risk – any commodities lost while in possession of Participating Pharmacy will be replaced at the cost of Participating Pharmacy.

- (iii) Legal, Regulatory risk – Participating Pharmacy must observe and meet all the legal and regulatory requirements for collection, delivery to and storage at the pharmacy, of all the health products as specified under the laws and regulations of the Republic of Uganda. Any regulatory failures related to the above will be the sole responsibility of Participating Pharmacy, and the IP and the Ministry of Health are entirely indemnified.

15.0 CONFIDENTIALITY

15.1 Neither party will disclose, in whole or in part, any confidential information it receives from the other to any individual, entity or other person, except to those parties and selected employees or consultants who:

- (i) Require access for the receiving party's authorized use of such confidential information and
- (ii) Have agreed in writing with the other party to comply with the use and non-disclosure restrictions.

15.2 The receiving party acknowledges that any unauthorized use or disclosure of the confidential information may cause irreparable damage to the other party.

15.3 If an unauthorized use or disclosure of confidential information by the receiving party or its employees or consultants occurs, in addition to all other rights and remedies available to the parties under application law, the receiving party shall immediately notify the other party and take, at the receiving party's sole cost and expense, all reasonable steps which may be available to recover the confidential information and to prevent its subsequent unauthorized use or dissemination.

15.4 Confidential information is all material information acquired by a party to this Memorandum of Understanding, its

affiliates or representatives directly or indirectly through means of communication/observation disclosure of which is likely to harm the activities of the other party to this Memorandum of Understanding. It includes but not limited to information regarding patient records, contact details, operations/style of work, transfers (health products, patients), and health product inventories at the pharmacy, among others which one believes if disclosed will affect the activities of the other party.

16.0 AUTHORITATIVE CONTACT PERSON

16.1 The person holding the following titles or offices shall have a sole authority to approve or consent to any matter under this Memorandum of Understanding on behalf of their respective parties, including consent to any amendment or termination of this Memorandum of Understanding. Each party represents and warrants that the office holder designated in this Section has full authority to bind and act on behalf of the party for all purposes of this Memorandum of Understanding. Both Ministry Of Health and the participating pharmacies will inform each other in writing of any relevant changes in the contact information related to key staff.

FOR MINISTRY OF HEALTH :

District Health Officer,
Ministry of Health,
.....;

FOR Pharmacy

Name:
Title:
Address:
Mobile No. +256
Tel.
Email:

FOR Implementing Partner

Name:
Title:
Address:
Mobile No. +256
Tel.
Email:

17.0 LAW APPLICABLE

17.1 This Memorandum of Understanding shall be construed and governed by the laws of Uganda.

18.0 NOTICES

18.1 All notices required by any party present to this agreement shall be in writing addressed and delivered to the parties below thereby deemed duly served:

IN WITNESS WHEREOF the parties in their capacity herein below mentioned duly and properly authorized signatories affix their respective signatures on the day, month and year herein above first mentioned.

FOR and on behalf of Ministry of Health

Name:

Designation:

FOR and on behalf of Implementing Partner

Name:

Designation:

FOR and on behalf ofPharmacy

Name:

Designation:

Witnessed By;

FOR and On behalf of Ministry of Health

Name.....

Designation:

FOR and on behalf of Implementing Partner

Name:

Designation:

FOR and on behalf ofPharmacy

Name:

Designation:

END OF MEMORANDUM OF UNDERSTANDING