# MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF UGANDA MINISTRY OF HEALTH AND

# LIONS CLUBS INTERNATIONAL-DISTRICT 411B-UGANDA

WHEREAS, the Government is desirous of strengthening the provision of comprehensive eye health to the people in Acholi-Sub-Region, Northern Uganda

The LIONS of Uganda under the umbrella of and with support from the World's largest humanitarian Service organisation, the International Association of Lions Clubs, are able, willing and ready to supplement the efforts of the government to achieve that goal

## NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

Article 1
Purpose

The Memorandum of Understanding is to define terms and conditions of the collaboration and partnership in the implementation of the Comprehensive Eye Care Project in the Acholi-Sub-Region

# Article 2 **Overarching Strategy**

The project will be implemented in a phased-manner. Phase one will run for three years (October 2016 - September 2019) and cover Gulu, Kitgum, Amuru and Nwoya districts.

# **Article 3 Obligations of the GOVERNMENT:**

#### The Government shall:

- 3.1 Provide technical personnel in the project areas.
- 3.2Appoint the representative for the Government who shall be responsible for the Coordination and implementation of the projects
- 3.3 Recruit, remunerate and bond the Ophthalmologist trained under the project sponsorship
- 3.4 Provide technical guidance on and supervise uplifting/renovation of the infrastructure
- 3.5 Serve as the Consignee (Permanent Secretary-MoH) of project imports
- 3.6Liaise with the Chief Administrative Officer of the respective districts to support the project especially through contribution towards all recurrent costs of the project in the district.
- 3.7 Provide for the long term sustenance of the project by establishing a revolving fund for special items like Intra Ocular Lenses, Spectacles and rare drugs)
- 3.8 In line with 3.7 above, open a dedicated bank account for the project.
- 3.9 Meet the on-going recurrent costs at the eye department
- 3.10 Provide for the future maintenance of the renovated buildings
- 3.11 On case by case basis, when funds permit, after seeking clearance from Ministry of Finance, shall pay taxes on imports and VAT on materials procured locally for the project.

### **Article 4**

## Responsibilities of the LIONS shall be:

To achieve the aforegoing objectives and within the limits of the funding, the LIONS shall provide the following services and goods:

- 4.1 Uplift/renovate infrastructure for eye health
- 4.2 Instruments, equipment and supplies required for the projects.
- 4.3 Build the capacity of key personnel for service delivery
- 4.4 Procure a vehicle for the project dedicated to eye care activities in Acholi Sub-Region. The vehicle shall be registered in the name of Ministry of Health but managed by the Lions for the duration of the project. Thereafter the Management will be transferred to the Government and continue to be used for the project work.
- 4.5 Support eye disease control initiatives
- 4.6 Pay income tax and any other tax by recipients of personal emoluments paid by the LIONS as shall be governed by the law in place in Uganda.
- 4.7 Establish relevant structures and appoint such officers as are necessary to collaborate with the Government staff in the management of the project
- 4.8 Share relevant reports as need arises.

# Article 5 Duration

This Memorandum of understanding shall come into force on the day of signature by both parties and shall subsist until September 30<sup>th</sup>, 2019 or if either party terminates it earlier than the stipulated period. Termination shall be by either giving 3 months written notice of its intention to terminate.

# Article 6 Funding

6.1 The Lions have secured a grant of USD 326,750 (United States dollar three hundred twenty six thousand seven hundred fifty) which will be used in the project as per funding proposal and award instructions

6.2 The Government will continue to fund the eye health activities at Gulu Eye Department and in the sub-region as it did hitherto.

#### **Article 7**

#### **Termination**

Without prejudice to any other remedy for breach of a memorandum of understanding, either party by giving ninety (90) days written notice of default to the other party may terminate this memorandum if either party fails to

- 7.1 Perform its obligation as required
- 7.2 Have the dispute settled amicably as provided in the terms of the memorandum

#### **Article 8**

#### Miscellaneous

- 8.1 All project assets/items shall vest into the Government after the end of the project.
- 8.2This agreement covers the first phase of the project 2016/2019.
- 8.3This agreement shall be amended by an exchange of letters between the duly authorized representatives of the parties.
- 8.4Any disputes arising out of this agreement shall be settled amicably by parties hereto.
- 8.5 This Agreement shall be governed by the laws of Uganda.
- 8.6The Ministry of Health and its structures will ensure the sustainability of the programme
- 8.7This Agreement shall enter into force after being signed by the authorized representatives of the parties, and shall remain in force up to September 30, 2019

IN WITNESS WHEREOF the authorized Representatives of the parties hereof have executed this Agreement on the date and year first above written.

On behalf of Government of Uganda

On behalf of the

**Lions Clubs of Uganda** 

Dr. Diana Atwine	Venie Tinkumanya
De la companya della companya della companya de la companya della	Jung
PERMANENT SECRETARY	DIRECTOR /GUARANTOR
MINISTRY OF HEALTH	LIONS CLUBS PISTRICT 411B OF UGANDA
P.O BOX 7272	P.O BOX 3370
Date 9/9/2017	Date
Witnessed by Cumure	Witnessed by
Name Dr Daw Charles Title Druch Ginicel Service Date 09/2017	Name David Mutayisa Title Project Chairperson Date 09/09/2017