MEMORANDUM OF UNDERSTANDING

Between

University of Massachusetts Medical School

and

AMPATH Consortium, Indiana University School of Medicine

NOW COME the Faculty of Medicine, University of Massachusetts Medical School (UMMS), and the AMPATH Consortium ("AMPATH"), led by the Indiana University School of Medicine (IU) – collectively "the Parties", and hereby state their desire to work in collaboration with each other in the area of global health development. Specifically, members of AMPATH wish to collaborate with Moi University School of Medicine in Eldoret, Kenya to help build the service, education, and research capacity of the Moi University School of Medicine ("MOI UNIVERSITY") with the goal of providing access to healthcare for all persons throughout western Kenya.

Accordingly, UMMS and IU enter into this Memorandum of Understanding ("MOU") and hereby agree to the following:

1. Participating Parties

The participating parties will be UMMS and AMPATH led by IU.

2. Areas of Cooperation

Subject to mutual consent, the area of cooperation includes: any program offered by either of the participating parties felt desirable and feasible on either side to foster and develop the cooperative relationship between the two parties.

IU, as the lead member of AMPATH, is responsible for the overall leadership and coordination of the consortium and collaboration with Moi University.

Project activities within this thematic area and other activities that emerge shall be specified in a separate implementing or affiliation agreement, signed by each institution's designated authority identified below, and by third party officials where appropriate. Such specific agreements shall be attached to and made a part of this MOU.

3. Methods of Cooperation

Assistance shall be offered, subject to availability of funds and the approval of each institution, through such activities or programs as:

1. Joint research activities
2. Participation in seminars and academic meetings
3. Exchange of academic materials and other information
4. Special short-term academic programs
5. Exchange of Students and Faculty members

The terms of such mutual assistance and the necessary budget for each program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of each program or activity, and such program or activity shall be negotiated on a mutual basis.

In order to implement cooperation under this MOU, each institution will designate a coordinator to develop and implement specific activities or programs.

Protocol, affiliation, and implementation agreements that may accompany this MOU will govern the specific objectives and activities undertaken by the involved academic divisions, research centers and/or administrative units.

4. Relationship between the Parties

This MOU will **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors from Institutions that are entirely separate and distinct. With respect to any employee compensation for services provided in connection with this MOU, each Institution will be responsible for paying their own employees (including faculty), and properly accounting for any withholding or other fees and costs related to such compensation as may be required by law.

Nothing herein shall be deemed to make the Parties “joint employers” or otherwise make a Party responsible for the conduct, acts, or omissions of a person while acting as an employee or agent of another Party, even if such person performs services on behalf of one or more other Parties.

This MOU is a **non-contractual, non-binding statement** of the Parties’ desire to engage in the exchange of programs, ideas, and related activities outlined herein. This specific MOU is not binding or enforceable on either Party by the other and creates no legal responsibilities or obligations.

5. Principles

In the implementation of this MOU, all participating institutions will remain subject to their own internal policies and requirements. Thus, for example, in implementing this MOU, UMMS will remain subject to UMMS’ Policy on International Cooperation, and it therefore reserves the right to withdraw from this consortium if its participation results in a violation of said policy or any other of its own internal policies and requirements. All members of AMPATH will accept the participants selected by other members of the Consortium if mutually acceptable academic and/or professional qualifications and standards are met. Any violation of these Principles will be considered grounds for immediate termination of this MOU.
6. Effective Date and Length of Memorandum of Understanding

This MOU will remain in force for a period of five years subject to the availability of funds, and any amendment and/or modification of this MOU will require written approval of the chief administrative officer of each contracting institution and shall be appended hereto. After the initial five year period, this MOU may be renewed but only by mutual written consent.

Either party reserves the right to terminate this MOU upon six months written notice to the other. A terminating party will continue to be responsible for its fair share of any non-cancellable obligations authorized by the consortium prior to issuance of written notice of termination. Two signed originals of this MOU will be produced, one to reside with each party.

The cost of being a full-member of AMPATH is US Twelve Thousand Dollars ($12,000.00) and No Cents per year. The due date for this payment is within 30 days after the signing of this MOU. Payment of annual dues in subsequent years will be within 30 days of the same calendar date each year.

With the signing of this MOU and the payment of annual dues as herein specified, the paying Parties become full members of AMPATH and are granted all rights and accepts all responsibilities as outlined in this MOU only, but not any other contract or agreement.

For the UMass Medical School:

Terence R. Flotte, MD
Dean, Provost and Executive Deputy Chancellor, UMass Medical School
1/3/13
Date

For Indiana University:

D. Craig Brater, M.D.
Dean, School of Medicine
2/13/13
Date