



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL  
AND  
NORTH-WEST UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the University of Massachusetts Medical School, Worcester, Massachusetts, USA (hereinafter "UMMS"), and North-West University, acting on behalf of its Hypertension in Africa Research Team (HART) situated on its Potchefstroom Campus, Potchefstroom, South Africa (hereinafter "HART/NWU"). Each individually a "Party" or "Institution" and collectively the "Parties" or the "Institutions."

**RECITALS**

**WHEREAS**, UMMS and HART/NWU both have health science-related programs and affiliated health care systems that are involved in biomedical research and the clinical education of students; and

**WHEREAS**, UMMS and HART/NWU desire to establish certain exchange programs beneficial to the respective educational Institutions and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

**NOW THEREFORE**, in contemplation of the mutually beneficial relationships to be established in a mutually pre-agreed project by project basis, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby agreed to and accepted, the Parties understand as follows:

**TERMS**

**1. Purpose of the MOU: Definition.**

- 1.1 The primary objective of this MOU is to create a means for cooperative efforts between UMMS and HART/NWU to effect the academic and clinical interchange of faculty, postdoctoral fellows, residents, and students, and

clinical, academic and research information between the two Institutions on a mutually pre-agreed project by project basis.

1.2 The Parties agree that this MOU will provide the foundation and framework for later particular projects, developed by clinical, academic and administrative units from the two Institutions, to be pre-agreed upon in other separate written agreements.

1.3 "Home Institution" refers to the Institution sending its student(s), resident(s), postdoctoral fellow(s), or faculty member(s) to the other Institution for the purposes of study, learning, student clinical electives, teaching and/or research.

1.4 "Receiving Institution" refers to the Institution hosting the visiting student(s), resident(s), postdoctoral fellow(s), or faculty member(s) from the other Institution for the purposes of study, learning, student clinical electives, teaching, and/or research.

## **2. Validation Period of this MOU.**

As stated in Section 1.2 above, this Memorandum of Understanding is intended only to provide a framework for separate and more formal and detailed written agreements by and between the Parties with regard to particular exchange endeavors. In this context, this MOU shall remain in place until:

- 2.1 Superseded by such a separate formal written agreement(s);
- 2.2 Terminated by either Party upon written notice of not less than thirty (30) days; or
- 2.3 At the latest, three (3) years from the earliest execution of same, unless terminated as stated above or the Parties mutually agree in writing to extend same.

## **3. Coordination Committee.**

To facilitate this MOU, a UMMS- HART/NWU Collaboration Coordination Committee (UMMS- HART/NWU) is formed. The UMMS- HART/NWU is composed of members of the Phil Gona PhD, Eric Mick ScD, Andrea Foulkes ScD at UMMS and members of the Aletta E. Schutte, PhD, G. Wayne Towers PhD, Karin Conradie PhD at HART/NWU. It is the UMMS- HART/NWU's responsibility to carry out collaboration-related duties and to report to the Deans of both Institutions. Both parties may nominate an alternative member if circumstances so dictate, subject to written notice of such substitution to the other party. To facilitate the goals set forth in this MOU, one representative from each institution will be designated as a liaison with a primary responsibility of advancing the activities covered herein.

UMMS: Phil Gona, PhD  
Associate Professor of Quantitative Health Sciences  
Department of Quantitative Health Sciences,  
Division of Biostatistics and Health Services Research,  
University of Massachusetts Medical School, Worcester, MA

Email: [Phil.Gona@umassmed.edu](mailto:Phil.Gona@umassmed.edu),  
Phone: 508-856-8959

Collaborator: Aleta Schutte, Schutte, PhD  
Professor and Director,  
Hypertension in Africa Research Team (HART)  
North-West University,  
Private Bag X6001 Potchefstroom, 2520  
South Africa  
E-mail: [Alta.Schutte@nwu.ac.za](mailto:Alta.Schutte@nwu.ac.za)  
Phone: +27 18 299 2444 (W), +27 18 299 1053 (Fax)

#### **4. Areas of Collaborations.**

Pending approval by the officers of both Institutions and execution of formal written agreements setting forth the applicable terms and conditions, the areas of potential collaboration between the Parties in the fields of education, teaching, research and innovation may include each of the following:

##### 4.1 Medical Education

- 4.1.1 Both Institutions may send delegations to visit the other Institution to learn about the other's educational system and curriculum design. The Home Institution is expected to pay for all of the related expenses. The Receiving Institution is expected to provide assistance in arrangements. A detailed schedule and plan of the visit must be worked out with the "UMMS- HART/NWU" prior to the visit.
- 4.1.2 Both Institutions may also invite staff and/or faculty members from the other Institution to visit and be involved in short-term teaching and/or consultation. The Home Institution is expected to pay for all of the related expenses plus compensation. Details will be delineated in specific formal written agreements prior to any such visit.

##### 4.2 Student Training

- 4.2.1 Students (primarily medical students, graduate research students, and nursing students) of either Institution who wish to engage in study in a degree-granting or non-degree granting program ("Program") at the other Institution must meet the criteria established by the Receiving Institution for participation in that Program. A Program that is developed will identify the specific requirements, rationale, goals and objectives, technical procedural skills, and personal skills necessary for successful completion.
- 4.2.2 Students must meet all applicable regulatory and admission standards of the Receiving Institution and obtain all required approvals from the Home Institution for participation in a Program.

These standards include but are not limited to requirements for language proficiency; medical training and experience; license (if required); professional liability insurance as applicable; personal health and travel insurance; vaccinations; VISA applications and other necessary governmental approvals or permissions.

- 4.2.3 The Home Institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the Receiving Institution for the study desired. Members of the “UMMS- HART/NWU” from each respective Institution will oversee the experience for each student.
- 4.2.4 The Receiving Institution would make the final determination as to the acceptance of the student in each case, according to its policies and standards, and would notify the Home Institution in writing of the acceptance or rejection. The Home Institution would notify the student of the decision.
- 4.2.5 Each student accepted by the Receiving Institution would be expected to participate in the Receiving Institution at the same level of competency as any other student participating in the Program.
- 4.2.6 The Receiving Institution would have the right to remove any student from the Program. In this instance, the Receiving Institution will provide written notification to the Home Institution. The Home Institution will comply with the request for removal immediately.
- 4.2.7 Students who apply and are accepted to participate in a student elective rotation at a clinical site will comply with all of the policies and procedures of the clinical site and the by-laws and regulations of the student elective program, as applicable, including but not limited to UMMS guidelines and requirements for international students. Failure to so comply may result in immediate dismissal from the student elective program. Within the context of an approved Program, students will be permitted to provide only direct, supervised medical care and related services as may be permitted and that are consistent with the requirements of the Receiving Institution and Clinical site.
- 4.2.8 Each Home Institution will work with the Receiving Institution to identify an individual at the Receiving Institution who will assume administrative, educational, supervisory and formal evaluation responsibility for the student while they are rotating at the Receiving Institution. Students assigned to the Receiving Institution are under the immediate supervision and control of the Receiving Institution.

- 4.2.9 General orientation to a Program would be provided by the Receiving Institution, and orientation to a particular student elective rotation at a clinical site will be the responsibility of the clinical site.
- 4.2.10 For a student of one Institution wishing to participate in a student elective clinical rotation or to undertake a short-term non-degree research program under a specific research faculty member(s) with an official research appointment at the other Institution, the following must be completed:
- 4.2.10.1 Draft and submit a detailed study program for approval by the Home Institution.
  - 4.2.10.2 If approved by the Home Institution, the Home Institution will submit the proposal to the Receiving Institution.
  - 4.2.10.3 If approved by the Receiving Institution, the Receiving Institution and proposed supervising faculty will provide formal approval in writing to the Home Institution.
  - 4.2.10.4 Upon approval, the Receiving Institution will render all necessary cooperation to facilitate the proposal.
  - 4.2.10.5 Students undertaking a short-term research program may find their research experience enhanced by auditing advanced research courses at the Receiving Institution. The trainee's research advisors at the Receiving Institution shall advise the student in course selection and seek approval from the appropriate school for trainee participation in classes.
- 4.2.11 Travel, living expenses, and other associated costs related to the student's attendance at the Receiving Institution, as well as related elective and other administrative fees, as determined by the Receiving Institution, will be the responsibility of the student. Tuition or fees will not be charged by the Receiving Institution. The students are encouraged to seek scholarship and/or other forms of financial support both within and outside the Institutions. Student international travel will be in compliance with the travel policies of both Institutions.
- 4.2.12 The Receiving Institution would assist in finding housing and other such assistance to the visiting student(s) to ease their transition into a foreign culture and environment. However, the Receiving Institution shall have no liability or responsibility for the visiting student's ultimate selection of such housing.

#### 4.3 Research Collaborations

- 4.3.1 Both Institutions would encourage biomedical research collaborations in areas of mutual interest. Details shall be specified in the particular formal written agreement for each collaboration.
- 4.3.2 Both Institutions would promote and facilitate exchange programs for postdoctoral fellow training in biomedical research. Such collaborative effort should be based on the mutual interests of the involved Principal Investigators in both Institutions and the prospective trainees.
- 4.3.3 In the event a joint research project is proposed by either Institution, such research efforts will be carefully scrutinized by both Parties to evaluate the value for the proposed joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both Parties to approve the proposed project as a possible joint effort, both Institutions will actively seek outside funding for the proposed joint research project. Final approval of the project will be subject, in part, to securing funding deemed sufficient by each Institution.
- 4.3.4 In such joint projects between the two Institutions, care will be taken to assure that there will be parity in the numbers and institutional ranks of the personnel involved. Any resulting publications shall include an acknowledgement of the contributions of each Institution in accordance with customary scientific practices.
- 4.3.5 The Institutions agree to comply with all applicable laws, including but not limited to the U.S. Export Administrative Regulations, that pertain to necessary licenses, certification standards, and legal considerations with regard to exports and export control. Research related international travel will be in compliance with the travel policies of both Institutions.

#### 4.4 Exchange and Visit of Faculty Members

- 4.4.1 The process for establishing an exchange of faculty members would be as follows:
  - 4.4.1.1 Interested faculty member will submit clinical teaching, didactic teaching, or research proposals to their own Institution's academic officers for concept review and approval. Proposals must include an explanation of the source and method for compensating and funding the expenses of the visiting faculty member(s);
  - 4.4.1.2 Proposals approved by the Home Institution will be sent with the proposing faculty member's credentials to the Receiving Institution's

counterpart faculty member(s) and academic officers for review and approval;

- 4.4.1.3 If there is mutual interest, the academic officers of the Receiving Institution will contact the proposing academic officers of the Home Institution to determine the precise terms and conditions under which the visit and research proposal would take place.
- 4.4.2 The purpose of any such visit must be teaching or cooperative research. No such visit will exceed one (1) academic year as defined by the Receiving Institution, unless otherwise agreed to in writing by both Institutions. Faculty international travel will be in compliance with the travel policies of both Institutions.
- 4.4.3 Faculty must meet all applicable regulatory and admission standards of the Receiving Institution and obtain all required approvals from the Home Institution for participation in an exchange Program. These standards include but are not limited to requirements for language proficiency; medical training and experience; license (if required); professional liability insurance as applicable; personal health and travel insurance; vaccinations; VISA applications and other necessary governmental approvals or permissions.
- 4.4.3 If a faculty member of one Institution is invited by the other Institution to give lectures, present at conferences, perform services, or contribute in other ways to the benefit of the inviting Institution, the inviting Institution is expected to pay for all of the related costs and expenses of same.
- 4.4.4 When a faculty member of one Institution is visiting the country of the other Institution, he/she is encouraged to visit the other Institution and the Institution being visited is expected to provide assistance for that visit. The visiting faculty member is expected to pay for his/her travel expenses. The Institution being visited may provide honoraria and/or accommodation if the faculty member is invited to give a lecture.

#### 4.5 Resident Training

- 4.5.1 UMMS may consider sending clinical trainees (residents, fellows) to HART/NWU to participate in clinical programs, these clinical trainees must meet the criteria established HART/NWU for participation in the Institution's clinical programs. A program that is developed will identify the specific requirements, rationale, goals and objectives, technical procedural skills, personal, and other skills necessary for successful completion. A Program letter

of agreement must be signed between UMMS and Acronym prior to program start date by the Designated Institutional Official.

- 4.5.2 HART/NWU may consider sending medical graduates that could be considered for application to residency programs administered, in part, by UMMS, but these medical graduates must first satisfy all of the requirements for international residents at UMMS, including but not limited to obtaining ECFMG certification, a valid VISA, and any and all other licensure and regulatory laws, rules, and policies that may then be in effect, and further, any such application must be accepted and approved by the Graduate Medical Education (GME) Office at UMMS and at the hospital (which acceptance and approval is not solely within the powers and authority of UMMS). If accepted by said hospital and the UMMS GME office, the medical graduates must comply with all of the policies, procedures, and rules of the hospital and the hospital's medical staff, as applicable.
- 4.5.3 Both Institutions agree to support resident exchanges for both clinical and research electives. Residents must be in good standing in their Institutions. Exchanges must be done with residents of equal level of training. Either Institution may accept residents for individual electives based on the rules of each Institution. Resident international travel will be in compliance with the travel policies of both Institutions.

## **5. Intellectual Property and Research Collaboration Agreements**

The formal written agreements between the Institutions would adhere to the following principles governing publications and intellectual property:

- 5.1 All publications resulting from the educational, research, or clinical collaboration between the two Institutions would acknowledge the existence of the collaboration formed under this MOU. Likewise, the relationship between the Parties would be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.
- 5.2 Each research project conducted jointly by the Parties would be made under a formal written research collaboration agreement containing whatever terms the Parties mutually agree are necessary to address the intellectual property, research information and property interests that could result from the joint activity of the Parties. All such discussions of the Parties regarding these matters will at all times strive to preserve a harmonious and continuing relationship between the Parties.
- 5.3 All research and other activities conducted under this MOU would be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of UMMS, these are the laws, rules, and



regulations of the Commonwealth of Massachusetts and the United States of America. In the case of HART/NWU, these are the laws, rules, and regulations of the Republic of South Africa, specifically the Intellectual Property Rights from Publicly Financed Resesarch and Development Act 51 of 2008.

## **6. Applicable Rules; Emergencies.**

The formal written agreements between the Parties would provide that the clinical and academic requirements of both educational Institutions would be respected and that all current policies, rules, regulations, and/or guidelines covering matters applicable to a Program would be shared with, and carefully followed by, the faculty members and students participating in the Program. In the event of a faculty member or student exposure to infectious or environmental hazards or other occupational injuries as a result of the clinical or research assignment, the faculty member or student would commit to seek immediate medical attention consistent with the site's occupational exposure procedures. Such emergency care would be provided at the usual and customary charges.

## **7. Insurance.**

The formal written agreements between the Parties would require that each Institution maintain, at its own cost and expense, appropriate levels of professional liability insurance, general public liability insurance, worker's compensation insurance, and property damage, to cover its operations, facilities, employees, students and lawful visitors, including but not limited to those visiting faculty, postdoctoral fellows, and students that may be part of an exchange between the Home Institution and Receiving Institution. Evidence of such insurance would be required to be provided to the other Institution upon request.

## **8. Non-Discrimination.**

The Parties agree to comply with all federal/national, state/province, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.

## **9. General Understandings.**

9.1 This MOU shall **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 representing their own respective independent Organization. No Party shall have any right or authority to act on behalf of or create any obligations or responsibilities on behalf of, or in the name of, any other Party or bind any other Party in any way. Under no circumstances may any Party hold itself out to be a partner, employee, franchisee, representative, servant or agent of any other Party. With respect to any employee compensation for services provided in

connection with this MOU, each Party will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.

- 9.2 This Memorandum of Understanding is a **non-contractual, non-binding** statement of the Parties' desire to engage in the exchange programs and activities outlined herein. This Memorandum of Understanding is **not binding or enforceable** on either Party by the other, and creates **no legal responsibilities or obligations**. In no event shall either Party be liable to the other for any direct, indirect, consequential, special (including multiple or punitive), or incidental damages of any kind arising from, and/or related to this MOU.
- 9.3 In the implementation of this MOU, all participating institutions will remain subject to their own internal policies and requirements.
- 9.4 No such later Agreements may be entered into unless all Parties agree in writing that sufficient funding exists to support such an Agreement. The Parties may seek governmental and/or other external funding sources for these purposes.
- 9.5 Nothing in this MOU precludes UMMS from pursuing their own initiatives in the field of global health.
- 9.6 Neither Party will use the Parties' name, brand, logo or any name that is likely to suggest that it is related to the other Party in any advertising, promotion or sales literature without first obtaining the express written consent of the other involved Party.
- 9.7 All activities conducted under this MOU must be conducted in accordance with the respective laws, statutes, rules, and regulations applicable to each Party.
- 9.8 Any amendment and/or modification of the MOU will require written approval of the appropriate administrative officer of each Party thereto.

## 10. Notices.

This MOU is independent of any previous MOU between UMMS and HART/NWU. Any notice to either Institution hereunder must be in writing signed by the presenting Institution, and will be deemed delivered when mailed by Postal Service first class, certified, or express mail, or other carrier delivery service, when addressed as follows.

### To "UMMS":

Terence R. Flotte, MD  
Dean, Provost, and Executive Deputy  
Chancellor  
University of Massachusetts Medical  
School  
55 Lake Avenue North  
Worcester, MA 01655  
USA

### To "HART/NWU":

Frik van Niekerk, PhD  
Deputy Vice-Chancellor: Research,  
Innovation and Technology  
North-West University,  
Private Bag X6001  
Potchefstroom, 2520  
South Africa

or to such other addressee(s) as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

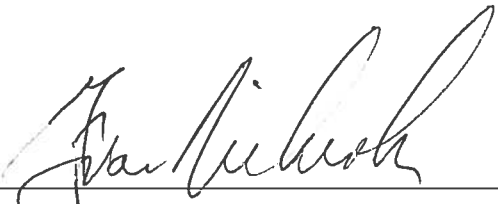
**Signed: Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



---

Date: 7/31/13

Terence R. Flotte, M.D.  
Dean, Provost, and Executive Deputy Chancellor  
– For and on behalf of  
University of Massachusetts Medical School



---

Date: 14/8/2013

Frik van Niekerk, PhD  
Deputy Vice Chancellor: Research, Innovation and Technology  
– For and on behalf of  
North-West University

F. VAN NIEKERK  
DEPUTY VICE - CHANCELLOR  
RESEARCH, INNOVATION & TECHNOLOGY  
INSTITUTIONAL OFFICE  
NORTH-WEST UNIVERSITY  
POTCHEFSTROOM