

MEMORANDUM OF UNDERSTANDING

This is an agreement among six parties:

- Boston University School of Medicine and its affiliated institutions University Hospital and Boston City Hospital, located in Boston, MA;
- Beth Israel Hospital and Harvard Medical School, located in Boston, MA;

(these two parties constituting, collectively, the "US party");

- Yerevan Emergency Hospital, a hospital located in Yerevan, Armenia;
- Erebuni Hospital, a hospital located in Yerevan, Armenia;

(these two parties constituting, collectively, the "Armenian party");

- the American International Health Alliance;
- the Ministry of Health of Armenia ("Ministry").

The contact persons for the US party are Dean Aram Chobanian, Boston University School of Medicine, and Dean Daniel Federman, Harvard Medical School. The contact persons for the Armenian party are Dr. Ara Minassian, MD, Chief Physician, Emergency Hospital, and Dr. Haroutioun M. Koushikian, MD, Chief Physician, Erebuni Hospital. The parties enter into this understanding in the spirit of cooperation and with the understanding that this Memorandum of Understanding is designed to facilitate the development of a productive working relationship and will be interpreted toward that end.

I. PURPOSE

The purpose of this undertaking is to develop a productive and lasting cooperative relationship between the US party and the Armenian party. The overall purpose of the cooperative relationship is to improve the quality of health care in both Armenia and in the Boston community, with "health care" defined broadly, to include not only the quality and character of health care, but also the administration of health care institutions, health care delivery systems, and the medical-education system.

II. STRUCTURE

The US and Armenian parties are equal members of the cooperative relationship and have equivalent responsibilities and authority. The parties shall work closely with the American International Health Alliance and its designated coordinators (collectively "AIHA") at every

stage of the program. The parties will also work closely with the Ministry to assure that the program is developed and implemented so as to be consistent with the overall health policy of Armenia and so as to enjoy the full support of the Ministry.

III. RESPONSIBILITIES OF THE US PARTNER AND THE ARMENIAN PARTNER

A. Development of Agenda and Implementation Plan

Working with AIHA and the Ministry, the US party and the Armenian party shall:

- (i) develop and document a set of realistic objectives for the cooperative relationship, focusing, among others, on emergency medical systems, trauma care, and family planning;
- (ii) establish a detailed agenda of projects, each in furtherance of these objectives;
- (iii) develop quantifiable measures by which the cooperative relationship's progress toward its objectives can be measured, and set realistic targets for the cooperative relationship to meet as it works toward the objectives;
- (iv) establish a detailed and realistic project timeline for the cooperative relationship's efforts setting forth, among others, the schedule of conferences, meetings, site visits, and report preparation;
- (v) establish a detailed itinerary for each scheduled conference, meeting, or site visit setting forth, among others:
 - (a) the personnel involved,
 - (b) the travel and accommodation arrangements,
 - (c) the curricular material necessary for the meeting or visit,
 - (d) the equipment and medical materials necessary for the meeting or visit, and
 - (e) the persons responsible for preparation of the Event Report (as required in Part III-C, below); and
- (vi) prepare a detailed budget of the costs or cost-equivalents of each scheduled conference, meeting, or site visit; this budget must be consistent with the overall cooperative relationship budget attached.

B. Execution of Implementation Plan

The US party and the Armenian party shall fully cooperate in the execution of the implementation plan and shall:

- (i) provide the resources necessary for the implementation of the plan, including, but not limited to, allowing hospital staff and other staff to participate in cooperative relationship activities; and
- (ii) assume responsibility for the accommodations (room and board) and local travel of persons visiting from the counterpart party and participating in cooperative relationship activities.

C. Reports

Working with AIHA, the US party and the Armenian party shall promptly prepare the following reports and submit them to AIHA:

- (i) a Cooperative Relationship Agenda and Implementation Plan, consisting of those items (Objectives, Agenda, Quantifiable Goals, Timeline, Itinerary, and Budget) set forth in Part III-A above; this document to be completed within the 90 days of the signing of this Agreement;
- (ii) for every meeting, conference, or site visit, an Event Report which recounts and evaluates the event and demonstrates how the event furthers the goals and objectives of the cooperative relationship; an Event Report to be submitted within 30 days of any Event; and
- (iii) an interim cooperative Relationship Evaluation to be submitted every six months, beginning six months from the date of this agreement and which
 - (a) assesses the progress made in the preceding period toward the goals and objectives identified in the Cooperative Relationship Agenda and Implementation Plan;
 - (b) assesses the progress made in the preceding period toward the goals and objectives identified in the Cooperative Relationship Agenda and Implementation Plan; and
 - (c) suggests any adjustments or amendments in the cooperative relationship that the parties consider desirable.

D. Evaluation

In addition to submitting the reports described in Part III-C above*, the US party and the Armenian party shall cooperate with any evaluation activities undertaken by AIHA or by the United States Agency for International Development.

E. Educational, Research, and Clearinghouse Activities

As part of the education, research, and clearinghouse activities planned by AIHA, the US party and the Armenian party shall, upon the request of AIHA:

- (i) fully participate in education and training programs sponsored by AIHA, including both the training cooperative relationship staff and sharing cooperative relationship experiences with other institutions and organizations;
- (ii) provide information on cooperative relationship experiences with AIHA's clearinghouse for US-Armenian health care information; and
- (iii) fully participate in public education and information dissemination efforts undertaken by AIHA.

F. Compliance with USAID Procedures and Regulations

The US party and the Armenian party will be briefed on the policies and procedures governing the use of AID funds (including but not limited to AIHA's policies and procedures as set forth in the USAID-AIHA Cooperative Agreement) and shall abide by those policies and procedures.

IV. RESPONSIBILITIES OF AIHA

AIHA's general responsibilities are set forth in the USAID-AIHA Cooperative Agreement. This Part sets forth some of the details of AIHA's obligations to the cooperative relationship.

- (a) AIHA will provide logistical support to the cooperative relationship, including making travel arrangements, obtaining travel documents, and securing the required governmental approval for site visits;
- (b) AIHA will provide domestic and international air transportation (subject to USAID limitations) for persons participating in cooperative relationship activities;

- (c) AIHA will assist in securing the medical materials and equipment necessary for cooperative relationship activities;
- (d) AIHA will assist in transporting material and equipment as necessary for site visits;
- (e) AIHA will provide limited support for direct expenses related to coordination and administration of the cooperative relationship (see preliminary budget, attached);
- (f) AIHA will provide the cooperative relationship with a limited amount of non-medical equipment (e.g., computers and communication equipment) necessary for cooperative relationship activities;
- (g) AIHA will promote the cooperative relationship in other ways, such as the preparation and circulation of public-relations materials;
- (h) to the extent not otherwise provided by the parties, AIHA will provide medical-evacuation health insurance for persons travelling abroad and participating in cooperative relationship activities.

V. RESPONSIBILITIES OF THE MINISTRY OF HEALTH

The Ministry plays an important role in this cooperative relationship and shall be involved in all phases of the process. The Ministry shall:

- (a) maintain fiscal support for Yerevan Emergency Hospital and Erebuni Hospital at current expanded real levels;
- (b) allow some deviation from or waivers from standard budgeting categories to enable the Armenian party to experiment with new approaches to health care delivery, management, and financing;
- (c) provide support for the Armenian party's efforts to secure accommodations and local transportation for personnel visiting from the US;
- (d) assist the parties in making the cooperative relationship successful.

VI. LIABILITY

None of the provisions of this Memorandum shall be interpreted for the benefit of any person not a party to it.

VII. TITLE TO PROPERTY

Title to property purchased for the sole use of the cooperative relationship by AIHA shall vest in AIHA. Upon successful completion of the initial term of this agreement, AIHA shall transfer title to all such property to the cooperative relationship or its designate.

VIII. TERMS

The term of this memorandum of understanding is eighteen months from the date of execution. At that time, the parties may, by unanimous action, extend this agreement for any additional period.

This agreement may be amended by unanimous consent of the parties.

This agreement may be terminated by any of the parties, with or without cause, upon 30 days written notice to the other parties.

This agreement shall not be interpreted as having established a partnership, as it is understood legally in the United States or Armenian.

AGREED:

Aram Chibrikov
Boston University School of Medicine
Boston University Hospital
Boston City Hospital

Harvard Medical School
Beth Israel Hospital

U. Shushik
Emergency Hospital (Yerevan, Armenia)

Erebuni Hospital (Yerevan, Armenia)

PH
American International Health Alliance

S. Arakyan
Ministry of Health of Armenia

Date