

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF RWANDA

REPRESENTED BY THE MINISTRY OF HEALTH

AND

TEAM HEART, INC

MEMORANDUM OF UNDERSTANDING

PREAMBLE

Pursuant to the East African Customs Management Act, 2004, Fifth Schedule (S 114);

Pursuant to the law N° 31/2009 of 26/10/2009 on Protection of Intellectual Property;

Pursuant to Law No. 37/2012 of 09/11/2011 Establishing the Value Added Tax, especially in its Articles 5 (4°) (b) (c) and 6;

Pursuant to Law N°04/2012 of 17/02/2012 governing the organization and the functioning of national non-governmental organizations;

Pursuant to Law N° 04/2013 of 08/02/2013 relating to access to information;

Pursuant to Law N° 57/2018 of 13/08/2018 on Immigration and Emigration in Rwanda;

Pursuant to Law No 027/2022 of 20/10/2022 establishing taxes on income.

I. PARTIES

This Memorandum of Understanding constitutes a non-binding agreement framework between

TEAM HEART, INC.

Fix and Mobile Phone: + (250) 788 919 482

Address: KG 632 St, #4

Email: information@teamheart.org

Website: www.teamheart.org

And

MINISTRY OF HEALTH OF RWANDA

P.O. Box 84

Kigali - Rwanda

Email: info@moh.gov.rw

Website: www.moh.gov.rw

Hereinafter referred to as "MoH" or "Administration"

II. OVERALL OBJECTIVE

The Ministry of Health and Team Heart; both parties agree to establish a partnership/collaboration, established through three previous MOUs between the parties, in

developing a sustainable and comprehensive cardiac care program through capacity building, including the training and mentoring of health care professionals for cardiac surgery and the diagnosis and treatment of rheumatic heart disease and other cardiovascular diseases.

III. TERMS AND VALIDITY

1. The Program shall be executed within a period of five (5) years, during which both parties shall assess the achievements attained under the program and jointly recommend the way forward.
2. This Memorandum of Understanding is valid for a period of two (2) years starting from the date of its approval and signature by both parties, the MoU may be renewed upon approval of both parties.

IV. PROJET GOALS

The overall goals for this project are:

- 1°. Increase cardiac disease awareness and early diagnosis/treatment;
- 2°. Deliver quality cardiac surgery and cardiac care;
- 3°. Build capacity in cardiac surgery and cardiac care;
- 4°. Advocate for evidence-based policy and practice through research;
- 5°. Collaborate in efforts to secure external funding for joint initiatives to support evidence based practice.

And the specific objectives are:

- 1°. Train and mentor Rwandan Health care professionals through more frequent collaborative surgical development trips;
- 2°. Increase access to quality specialized cardiac care to ensure equitable access;
- 3°. Collaborate in the design and development of up-to- date physical facilities sufficient for surgery and post-operative care;
- 4°. Collaborate, measure progress, and document challenges in strengthening the supply chain to include all necessary equipment, supplies, and pharmaceuticals;
- 5°. Collaborate in building capacity for health care professionals in cardiac surgery and cardiac care through training and in certified programs;
- 6°. Facilitate in the development of cardiac care curricula for education of physicians and nurses consistent with international standards of care;
- 7°. Increase health care professionals' diagnosis and treatment skills to improve early case detection through outreach and shared programs with RBC and other stakeholders;
- 8°. Increase early diagnosis and treatment of rheumatic heart disease and other cardiac diseases;
- 9°. Increase community and health care providers' awareness of cardiac diseases;
- 10°. Develop and conduct scientific research to generate evidence that informs policy and practice and identifies gaps in standards of care;
- 11°. Reduce economic and capacity burden on individuals and Rwandan health care system;

- 12°. Collaborate in identifying and implementing digital solutions to improve cardiac care in Rwanda;
- 13°. Assist in establishing a national registry for cardiac diseases in Rwanda;
- 14°. Assist in fundraising for joint initiatives to improve equitable care while preserving Team Heart's non-profit status.

V. STRATEGIES AND RESPONSIBILITIES

The following strategies and responsibilities will be followed to fulfill the overall objective and both parties agree upon project goals and these:

i. Responsibilities of the Government of Rwanda, Ministry of Health (Administration)

The responsibilities of the Ministry of Health are as follows:

- 1°. to arrange for an effective coordination and collaboration mechanism among concerned institutions and stakeholders of all matters related to the activities under this agreement;
- 2°. to provide advice on the goals and tactics required to meet the joint project's goals and objectives while assisting with the project's implementation and continued success;
- 3°. to provide malpractice insurance to cover possible claims made by third parties against Team Heart's surgical and screening team in connection with the performance of their professional duties attendant to their responsibilities under this agreement;
- 4°. to provide to Team Heart's surgical, screening, and mentorship teams coming in Rwanda, an accommodation including meals and transportation as well as medical license related to their mission;
- 5°. to ensure necessary administrative and logistics support related to acquiring materials, equipment, and infrastructure to implement goals set forth in this MOU;
- 6°. to jointly determine deliverables of Team Heart's expertise contribution to the development of Rwanda's cardiac surgery and care;
- 7°. to share the overall country cardiac care development plan to ensure strategy and fundraising alignment;
- 8°. to promote the integration of new technologies into existing national health data and other health system in order to increase health information sharing, improve quality care delivery/delivered; subject to regulatory approval and evaluation;
- 9°. to provide supervision and inform Team Heart of any concerns or changes in the National Health Policy where Team Heart's area of intervention are concerned.
- 10°. to support the dissemination of information regarding the program's best practices, outcomes, research findings, etc;
- 11°. to assign NCDs/RBC to provide to Team Heart with the necessary administrative support related to the program/project or activities.

ii. Responsibilities of Team Heart

The responsibilities of Team Heart are as follows:

- 1°. to jointly determine with MOH deliverables of Team Heart's expertise contribution to the development of Rwanda's cardiac surgery and care;
- 2°. to build upon its 15 years of experience and expertise in the field of cardiovascular disease to continue surgical, screening and educational trips in order to train and mentor Rwandan physicians, nurses, and other healthcare professionals;
- 3°. to collaborate with all stakeholders to ensure that best practice and standards of care are integrated in building the cardiac surgery and cardiac care program in Rwanda;
- 4°. to work with the Administration and its designated hospital in the design and establishment of requirements of improved operating theaters, intensive and post-operative care wards and develop a timeline to measure progress;
- 5°. to collaborate with the Administration and its designated hospital in organizational support and procurement of equipment, supplies, and pharmaceuticals for cardiac surgery and cardiac care;
- 6°. to collaborate with the Administration and designated education institutions to facilitate the development of cardiac care curricula for education of physicians and nurses consistent with international standards of care;
- 7°. to work with the Administration and designated institutions to increase early diagnosis, referral, and treatment of rheumatic heart disease and other cardiac diseases;
- 8°. to collaborate with designated institutions in collecting and analyze data and conducting research to generate evidence that informs policy and practice;
- 9°. to collaborate in identifying and implementing digital solutions to improve cardiac care in Rwanda;
- 10°. to assist in establishing a national registry for cardiac diseases in Rwanda;
- 11°. to submit regular financial and activity reports on progress made, challenges and future projections to the Ministry of Health's Partners/SWAp Coordination and affiliated institutions informed about its projects, as well as reporting in HRTT.

VI. INTELLECTUAL PROPERTY

~~Both Parties shall be joint owners of any intellectual property rights in data or materials generated during the course of project activities. With regard to data collected in Rwanda, the MOH is free to further develop, publish, share or otherwise use such data or material, but Team Heart may do so only with the prior consultations with the MOH and within the limits of the Rwanda law on Data Protection and Privacy. Both Parties agree to properly attribute authorship or contributions of the other in any publications that include any such data or material.~~

VII. GOVERNING LAW

The laws of Rwanda shall govern this MoU. Any dispute, misinterpretation or misunderstanding arising out of the implementation of any provisions of this Memorandum of Understanding shall be settled amicably. In case the parties fail to agree either party shall have the liberty to terminate this MoU.

All the signatories are committed to working within the requirements and policies of the Rwandan government and will take all measures to adhere to these constraints.

VIII. INTEGRALITY AND EXPIRY OF THE MOU

This MoU forms an integral part of the requirements by the Rwanda Governance Board, the national organ in charge of registering Non-Governmental Organizations (NGOs).

This MoU does not constitute or replace the registration certificate for NGOs issued by the RGB, therefore it expires after a period of sixty (60) calendar days that start to count from the day of signature by the Ministry of Health, if Team Heart does not register or renew its registration certificate as an NGO.

IX. TERMINATION NOTICE

This Memorandum of Understanding is effective from the date of signing by representatives of both parties. Notwithstanding the foregoing, either party may terminate this Agreement by giving thirty (30) day’s written notice to that effect.

X. EFFECTIVE DATE

The parties agree to the terms of this Memorandum of Understanding hereto, such consent acknowledged this 22/08..... 2023.

THE PARTIES

On Behalf of the Government of Rwanda and

On Behalf of Team Heart

Authorized signatory

Authorized signatory

**Dr. Sabin NSANZIMANA
Minister of Health**



[Handwritten signature]
Team Heart
Leslie Kariuki
Country Director 2023