



MAKERERE UNIVERSITY

Infectious Diseases Institute
College of Health Sciences
Makerere University



MEMORANDUM OF UNDERSTANDING

Between

INFECTIOUS DISEASES INSTITUTE hereafter referred to as “IDI or the Institute”

And

Federation of Fisheries Organisation Uganda herein referred to as the “Service Provider” or the “provider”

1. Parties to the MOU

The parties to this Memorandum of Understanding ["MOU"] are Infectious Diseases Institute ["IDI"] and **Federation of Fisheries Organisation Uganda**.

2. Purpose of the MOU

The purpose of this MOU is to enable and guide the provider to provide Digital innovations for key Populations on behalf of the Infectious Diseases Institute. The Provider shall scale up the peer connect mobile application in the districts **of Kampala**

The period of service provision is four months running from 1st June to 30th September, 2024.

3. Effective Date and Term of this MOU.

This MOU shall take effect, on June 1, 2024, and shall extend unless earlier terminated as stated in this MOU until 30th September 2024.

4. Exclusive Arrangement

This MOU is the exclusive binding arrangement between the Parties pertaining to the subject matter hereof, and supersedes and replaces all prior agreements, understandings, communications, negotiations, and discussions, whether oral, written, or electronic, involving the Parties. No purported trade usage, custom, course of dealing between the Parties, or other understandings or verbal statements of any kind shall be binding upon IDI.

5. Scope of work and duties of both Parties to this MOU

Federation of Fisheries Organisation Uganda shall;

- a) Adapt the already existing Abavubi digital application to health services delivery and tracking.
- b) Integrate educational content on HIV prevention methods, risk reduction strategies, supportive content on living with HIV, stigma reduction, and mental health
- c) Enhancement of module prototype
- d) Performing UI/UX Audit of the prototype
- e) Development and integration of Health Services Module
- f) Design the USSD procedure to integrate access to HIV services
- g) Pre-test the application
- h) Comply with data protection regulations to safe guard user privacy and confidentiality through encryption and secure transmission of data

Kenneth Kuba

Infectious Diseases Institute
 School of Medicine, College of Health Sciences
 PO Box 22418, Kampala, Uganda

Main locations:

IDI McKinnell Knowledge Centre
 (ED, Training, Outreach, Grants Management, Finance & Admin)
 Makerere University Main Campus

IDI Mulago
 (Clinic, Research, Lab Services, Information Services)
 Mulago Hospital Complex



INFECTIOUS DISEASES INSTITUTE;

IDI undertakes to:

Subject to availability of funding, the role of IDI will be to facilitate the smooth running of Federation of Fisheries Organisation Uganda through the following ways:

- a) Provide funds to scale up of the Abavubi digital application at Federation of Fisheries Organisation Uganda.
- b) Procurement of equipment. i.e. finger print scanners
- c) Conduct DIC/HF data review and performance reviews
- d) Provide support supervision and technical assistance, including requisite tools and guidelines for the implementation of this program during the period.
- e) Approve work plans and budget for activities of FFOU for which the support is provided.
- f) Attend, in a timely manner, to any matters arising that are likely to affect the quality and successful implementation of this program.
- g) Collect and collate relevant monitoring data that facilitate quarterly and annual reporting.
- h) Follow-up with Federation of Fisheries Organisation Uganda for submission of timely, accurate financial reports and accountabilities to IDI for review.

6. Payment

Price. The services provided shall be paid for basing on a gross unit price of UGX 70,200,000 as per the provided quotation.

- a) **Currency.** The Contract prices, and all invoices, payments, claims, and other communications, documents, obligations and accounts of whatever nature in connection with this SERVICE AGREEMENT, its formation, and the facts and circumstances surrounding its making and performance are, and shall be, denominated exclusively in **the currency quoted by the services provider**, and all foreign currency exchange risks affecting the relative value of all other currencies shall be borne solely by the provider.

- b) **Payment terms / Procedures.**

IDI shall make partial payments of **UGX.17,550,000** after every Month upon submission of a report and tax invoice indicating clear invoicing instructions i.e. **US MISSION/INFECTIOUS DISEASES INSTITUTE/SLEEC** or as per mutual agreement by both parties depending on the prevailing circumstances.

Payments shall be made to the provider within 30 days after submission of report, tax invoices and other applicable documents, all associated fees are solely for the account of the provider. In all cases, payments will be made by Electronic Funds Transfer (EFT). All documents for payment shall be sent together in a single package to IDI by express courier or by hand. The Client will review all documents submitted for payment and will release payment(s) to the provider upon the review, approval and acceptance of the documents.

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The overall total amount payable to the provider under this MOU is **UGX 70,200,000 (Seventy million and two hundred thousand shilling only.)**

7. Governing Language and Law

The governing language of this MOU shall be English, and all notices and other communications relating or pursuant to the provisions of the MOU (including, without limitation, those in connection with issues, Disagreements and Disputes) shall be in English. This MOU will in all respects be governed by and construed in accordance with the **laws of Uganda**.

8. Disagreements and Disputes

All Disputes arising under or relating to this MOU, its formation, or the surrounding facts and circumstances, regardless of their legal nature, category, or amount shall be finally settled in accordance with the **Arbitration Rules applicable under laws of Uganda**, which shall be binding on the parties.

9. Publicity

Without the Client's approval, the provider shall not, in any manner (whether orally, electronically, or in writing), advertise, disclose, publish, or release for publication any statement or other information mentioning that the Client has ordered, or the supplier has furnished or agreed to furnish to Client the supplies referred to in this Contract.

10. Force Majeure.

If the supplier fails to deliver any of its obligations under this Contract due to a force majeure event, the provider shall, to such extent, not be liable to the Client for any excess costs directly arising from such failure to perform. The term "force majeure event" is defined as a cause, not in existence on the Effective Date of the Contract that is beyond the control and without the fault or negligence of the provider, of a type whose occurrence was not reasonably foreseeable at the time the Contract was executed. Examples of force majeure events include, without limitation, the sovereign acts of governments, fires, floods, epidemics, revolutions, quarantine restrictions, freight embargoes, or prolonged unusually severe weather conditions. A delay by an approved assignee or subcontractor shall not constitute a force majeure event, unless the cause of the delay, if it had occurred directly to the Provider, would have qualified as such an event.

Notwithstanding the occurrence of a force majeure event, the provider, unless otherwise directed by the Client in writing, shall continue to perform its obligations under this Contract to the maximum extent practicable. In addition, the supplier shall seek, at no additional cost, all reasonable alternative means of performance not precluded by the force majeure event.

The occurrence or continuation of a force majeure event shall not, by itself, entitle the provider to any increase in the prices stated in this Contract.

11. Notice of Conditions Interfering with Performance; Notice of Changes in Ownership.

The provider shall promptly notify the Client in writing of the occurrence and potential effects of any condition(s) which interfere with, or which is reasonable to believe will or may interfere with complete and timely performance under this Contract (including, but not limited to, problems not previously

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foreseen, actual or threatened provider or subcontractor insolvency or other default). The notice shall also describe the steps that are being taken and will be taken to correct or mitigate any such condition(s).

The Supplier shall notify the Client in advance in writing of any potential substantial change of its ownership during the Contract Term.

12. Assignment and Subcontracting.

The provider may not assign or subcontract, in whole or in part, any of the following, except with the approval of the Client: (1) any obligation of supplier to perform under this Contract (including, without limitation, provide services), (2) any right of the supplier to receive payment under the Contract, and (3) any claim by the Provider against IDI in connection with this Contract and the facts and circumstances surrounding its making and performance. Whether or not approval is provided, the supplier shall remain fully responsible to IDI for fulfilment of the entire Contract, including but not limited to the assigned or subcontracted obligations.

13. Limitation on Damages.

In the event that a claim for damages, or the right to any other form of relief, based on contract, indemnity, negligence, or otherwise, should arise, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. Such claims and relief shall not include exemplary or consequential damages.

14. Independent parties

The parties understand and agree that this Memorandum of Understanding does not confer any legal rights, duties or obligations on either party and is not subject to dispute in any forum.

Neither party is authorized or empowered to act on behalf of the other with regard to any matter, nor shall either party be bound by the acts or conduct of the other in connection with any activity under this MOU.

15. Notices

Any notice given by either Party to this Contract shall be in writing and sent from the following addresses (or such other addresses as a Party may designate for itself in writing from time to time):

a. To the Client:

Infectious Diseases Institute (IDI)
P.O. Box 22418 Kampala, Uganda.
Tel: +256-312-250500
Fax: +256-414-307209
Attn: Kenneth Kulu
E-mail: kkulu@idi.co.ug

b. To the Provider:

Federation of Fisheries Organizations Uganda
P.O Box 3116 Kampala, Bweyogerere Uganda
Tel. +256-414-583081
Fax: +256-414-673910
Attn: Ezra Kanyana
Email: info@ffou.org.ug



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IN WITNESS WHEREOF, this agreement has been duly executed;

INFECTIOUS DISEASES INSTITUTE

Signed:

Name: Susan Shereni Lamunu

Title: HOD of Finance and Admin

Date: Jul 04 2024 13:09 EAT

**Federation of Fisheries Organisation
Uganda**

Signed:

Name: Rachel Nassozi

Title: Executive Director

Date: Jul 06 2024 18:36 EAT

WITNESS

Signed:

Name: Ronald Kalisa

Title: Senior Supply Chain Manager

Date: Jul 04 2024 13:01 E.A.T.

WITNESS

Signed:

Name: Kanyana Ezra

Title: President

Date: Jul 08 2024 19:30 EAT

Signed:

Name: Shadia Namaganda

Title: Procurement Manager

Date: Jul 04 2024 12:15 EAT.

Kenneth Kulu

Jul 03 2024 13:18 EAT

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