

---

# Memorandum of Understanding (MoU)

Representing an Arrangement between

**The Government of the Kiribati**  
**(Represented by the Ministry of Health)**

And

**DOCTORS ASSISTING IN SOUTH-PACIFIC ISLANDS**

For

**SPECIALIST TRAINING MISSIONS**

---

## Contents

1. Background.....	3
2. Co-ordinating Authorities .....	3
2. Objectives and scope .....	4
3. Nature of the Collaboration.....	4
4. Definitions and Interpretations.....	5
5. Terms of the Agreement.....	5
6. Project Coordination .....	6
7. Monitoring and Evaluation .....	6
8. Doctors Assisting In South-Pacific Islands (DAISI) .....	6
9. DAISI Specialist Training Missions .....	7
10. Value Added Tax (VAT).....	7
11. Resources, Facilities and Sharing of Costs.....	7
12. Financial arrangements .....	8
13. Quality Assurance.....	8
14. Communications .....	8
15. Intellectual Property .....	8
16. Facilitation of Activities .....	9
17. Media .....	9
18. Settlement of Disputes.....	9
19. Amendments.....	9
20. Warranty .....	9
21. Effective dates and Signatures.....	10

## 1. Background

Doctors Assisting in the South-Pacific Islands (DAISI®) is a not for profit organisation registered with the Australian Government as a tax-deductible charity, aimed at providing medical and surgical specialist assistance and teaching to doctors and nurses of the South-Pacific Islands including the Solomon Islands, Papua New Guinea, Nauru, Noumea, Tonga, Samoa, Fiji, Kiribati, & Kiribati.

DAISI members do not operate for the profit or personal gain. All DAISI members are volunteers, receiving no payment for their work, and paying their own way for volunteer trips to the South Pacific.

A core objective of DAISI is to assist and support existing services, with an emphasis on collegiate cooperation of the Ministry for Health in the country visited.

Teaching is fundamental to surgical and medical visits, with this being the most important objective, even more important than specialist service delivery, with an assumption that local doctors and nurses will participate in visits for the purpose of learning new skills.

DAISI seeks to provide services where they are requested, most needed, and adequately prepared for in order to ensure maximal benefit to the visited country.

Although DAISI's primary purpose is to provide specialists personnel in all fields of medical and surgery. It also attempts to provide donated quality surgical equipment from Australia and New Zealand that is requested or required, with an emphasis on re-usable rather than disposable equipment, to reduce the risk of pollution and landfill.

## 2. Co-ordinating Authorities

- 1.1. The co-ordinating authorities will be:
  - 1.1.1. For the Government of Kiribati, The Ministry of Health,
  - 1.1.2. For DAISI and its elected Office Bearers consisting of the Chair (Dr Sepehr Lajevardi) Vice Chair (Dr Daniel Kozman), Secretary (Dr Gary McKay) and Treasurer (Dr Eric Yip).
- 1.2. Subject to the overall responsibility of the Government of Kiribati (GoV) for implementation and coordination of activities under this MoU, the co-ordinating authorities will be responsible for the co-ordination of the project which functions will include but not be limited to:
  - 1.2.1. Establishing priorities under the project;
  - 1.2.2. Choosing activities for implementation under the project;
  - 1.2.3. Monitoring, reviewing and reporting to the two parties on the management of the project; and

- 1.2.4. Recommending to all parties any appropriate changes to the project including budget and future development.

## **2. Objectives and scope**

- 2.1. All parties will co-operate in a project in support of DAISI specialist training missions. The main objectives are:
  - 2.1.1. Teaching specialist medical and surgical skills to local doctors and nurses.
  - 2.1.2. Providing specialist medical and surgical and anaesthetic services and expertise currently not available in the visited country.
  - 2.1.3. Promote health and wellness through primary and secondary health care measures.
  - 2.1.4. Provide donated medical equipment and supplies when available.
- 2.2. A timeframe for delivery of services is to be developed by the co-ordinating parties prior to service delivery.

## **3. Nature of the Collaboration**

- 3.1. DAISI will provide:
  - 3.1.1. Visiting specialist doctors free of charge for one to two week visits to public hospitals (Tungara Central, Southern Kiribati, Kiritimati and Betio Hospitals) when requested and adequately prepared for by Kiribati Ministry for Health.
- 3.2. The GoV will provide:
  - 3.2.1. Provision of administrative support for the project, including but not limited to any exemption request towards DAISI specialist training missions project supplies or DAISI project personnel; and
  - 3.2.2. In country administrative support for organisation of support to activities in liaison with DAISI personnel.
  - 3.2.3. Free registration to DAISI members who meet criteria for temporary medical and nursing registration to practice in Kiribati
  - 3.2.4. Necessary screening and recruitment of patients for specialist visits.
  - 3.2.5. Necessary medical and nursing staff to ensure the safe delivery of specialist services and teaching.
  - 3.2.6. Doctors from Kiribati to attend DAISI specialists training missions who specifically require training in specialty areas of medicine and surgery in order for DAISI to meet its key objective of training local doctors.

## 4. Definitions and Interpretations

### 4.1. In this MoU:

- 4.1.1. "*Activity*" means any discrete unit of development assistance as covered under this MoU.
- 4.1.2. "*Dependant*" means the spouse, including the defector spouse and dependent minor children of the DAISI Project Personnel or any other person recognised by the two parties as a dependent of a member of the project personnel.
- 4.1.3. "*Intellectual Property*" includes all copyrights, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how, all rights subsisting in the national legislation of any other sovereign state, including protection conferred upon circuit layout of semi-conductor chips or similar technology and all other intellectual property as defined by Article 2 of the "Convention Establishing the World Intellectual Property Organisation of July 1967" and amended on the 28<sup>th</sup> September 1979.
- 4.1.4. "*Personal and household effects*" means any goods imported by project personnel for personal use of PROJECT ABBREVIATION personnel or their dependants, excluding food and drink.
- 4.1.5. "*Project*" means a self-contained activity based on a mutually approved design and involving the provision of DAISI funded services and project supplies.
- 4.1.6. "*PROJECT ABBREVIATION Project Personnel*" means persons working in Kiribati on an activity under this MoU who are not permanent residents of Kiribati
- 4.1.7. "*PROJECT ABBREVIATION Project Supplies*" means those supplies that are required for the purposes of the activities covered under this MoU which may be imported or purchased from local industry.

## 5. Terms of the Agreement

- 5.1. This MoU will take effect from the date of signature and will remain in effect until 31<sup>st</sup> December 2020
- 5.2. Thereafter it may be renewed for a period of up to three year, subject to a review no later than one month prior to the expiry of the initial period of validity. Renewal of the agreement will be in writing, signed by both parties.
- 5.3. The responsibilities of the two parties for development activities being carried out will continue until completion of such development activities as if this MoU remained in effect in respect of and for the whole duration of such activities.
- 5.4. Termination of the MoU may occur on written application by either party with a minimum notice period of one month.

## **6. Project Coordination**

- 6.1. In respect of an activity arranged under the project, a Project Control Group (PCG) has been established within the MOH to:
  - 6.1.1. Monitor, review and report on progress to all parties,
  - 6.1.2. Recommend to all parties any appropriate changes in the activity including budget and future development, and
  - 6.1.3. Undertake such other functions as may be set out in subsequent activity agreements.
- 6.2. The Chairman of the PCG will be appointed by the Director General (DG) of the MOH and will include members from both Corporate Services and Curative Services Directorates of the MOH.
- 6.3. Unless otherwise mutually arranged between the two co-ordinating authorities, the PCG will meet at least twice a year at mutually acceptable times and places by nominated representatives of each party.

## **7. Monitoring and Evaluation**

- 7.1. An evaluation of progress of each activity may be made by a joint review team appointed by both parties. The purpose of such evaluation will be to assess the effectiveness of activities, conduct quality assurance checks, and identify lessons for improving future activities.
- 7.2. Written reports on progress will be provided by DAISI to the PCG on a minimum of a 12-monthly basis on a format to be provided by the PCG in July and January, to cover the previous 12-months of project operations.
- 7.3. Other status reports may be provided on a frequency to be determined by both parties, either verbal or in written format.

## **8. DAISI Specialist Training Missions Project Personnel**

- 8.1. In order to facilitate the engagement of DAISI Specialist Training Missions Project personnel required to implement the project, the GoV will, in respect of such personnel,
  - 8.1.1. Grant exemption from (or arrange payment thereof) import and other duties on personal and household effects, with the exception of consumable items;
  - 8.1.2. Expedite the issue of all documentation required for the entry of, and performance of work by, DAISI Specialist Training Missions Project personnel; and
  - 8.1.3. Expedite the issue of all licences and other documentation and grant any necessary permission required for the performance of the work under the MoU by the DAISI Specialist Training Missions Project

Personnel and meet all costs and charges associated with such licences, documentation or permission.

- 8.2. DAISI Specialist Training Missions Project Personnel who are permanent residents of Kiribati at the time of the commencement of the activity under which they are engaged are excluded from the definition of DAISI Specialist Training Missions Project Personnel for the purposes of the previous clause.

## **9. DAISI Specialist Training Missions Project Supplies**

- 9.1. In respect of DAISI Specialist Training Missions Project Supplies the GoV will:
- 9.1.1. Be responsible for all formalities of clearance including exemption of all import duties, service tax and port tax, and other levies of a similar nature.
  - 9.1.2. Assist in the organisation for expeditious transport from the first port of call for the particular aircraft or vessel in Kiribati to the project site, in the absence of in-country DAISI Specialist Training Missions Project Personnel.
- 9.2. DAISI Specialist Training Missions Project Supplies will be available only for the purposes of the project and will not be withdrawn from that use without the consent of the DAISI Authority.
- 9.3. At the completion of the project activities all DAISI Specialist Training Missions Project Supplies will become the property of the Government of Kiribati

## **10. Value Added Tax (VAT)**

- 10.1. Supplies of goods or services made in respect of the project that are made directly to DAISI from within Kiribati will not be subject to VAT, with no money payable by DAISI for these goods and services.

## **11. Resources, Facilities and Sharing of Costs**

- 11.1. Under this MoU the development works will be conducted at Tungaru Centra Hospital (Tarawa), and Southern Kiribati Hospital as well as the smaller Betio and Kiritamti hospital within Kiribati which will be under care of the Ministry of Health.
- 11.2. DAISI will meet costs incurred relating to the transport, food and accommodation by DAISI Specialist Training Missions Project Personnel for each activity as covered by the contract agreement, with each DAISI member volunteering their services, and working free of charge to the Kiribati
- 11.3. Ministry for Health.
- 11.4. GoV will:

- 11.4.1. Ensure that during each activity, those areas required to be used, will be available with minimal risk or disruption to staff and patients;
- 11.4.2. Meet costs associated with the above clauses, including all salaries and allowances of counterpart institution personnel, and any additional materials, services and equipment as appropriate.

## **12. Financial arrangements**

- 12.1. Funding for travel, food and accommodation of visiting volunteers is provided by DAISI volunteers who will work voluntary, free of charge to the GoV. Where commitment is required by the GoV, this is dependent on Parliamentary approval of appropriations for recurrent budget allocation.
- 12.2. Project or activity financial disbursement estimates to be developed to support activities covered under this MoU will be indicative planning figures and are not confirmation of financial commitments.

## **13. Quality Assurance**

- 13.1. All services provided as part of the DAISI Specialist Training Missions are to be in accordance with best practice and acceptable standard within Kiribati or within New Zealand and Australia, where a national standard does not exist.
- 13.2. All goods provided as part of the DAISI Specialist Training Missions are to be accepted by GoV prior to introduction into service. Some donated recently expired goods may be used for surgical activities, providing the packaging is intact, and storage has been appropriate realising that shelf life on most items is twelve months longer than the arbitrary "used by date" stated on the goods packaging.

## **14. Communications**

- 14.1. A stakeholder list will be developed for the purposes of project information sharing and any subsequent communications planning.
- 14.2. A representative for each party is to be identified within 7 days of the signing of this MoU for receipt of any formal communications.
- 14.3. All conversations, meetings and agreements are to be recorded in minute format and circulated to the stakeholders as previously identified.

## **15. Intellectual Property**

- 15.1. All parties will discuss and jointly determine:
  - 15.1.1. The equitable allocation of ownership of all intellectual property arising directly or indirectly from collaborative projects under this Arrangement;
  - 15.1.2. The equitable licensing of such intellectual property; and



15.1.3. Where it is within their power, the equitable licensing of such other intellectual property as is necessary for the utilisation of the results of the project.

15.2. In fulfilling their commitments under clause 15.1, the parties will have regard to relevant considerations, including:

15.2.1. The intellectual contributions of each party;

15.2.2. The financial contributions of each party;

15.2.3. The contribution of intellectual property, materials, research effort and preparatory work of each country;

15.2.4. The facilities provided by each party; and

15.2.5. Such other considerations as the parties may mutually determine.

15.3. Each party will not, without the written approval of the other party, make any use of intellectual property contributed to, or arising from this MoU or activities under this MoU, nor do anything prejudicial to the intellectual property rights of that other party.

## **16. Facilitation of Activities**

16.1. The GoV will use its best endeavours to facilitate the implementation of activities under this MoU.

## **17. Media**

17.1. All reports, articles and interviews arising as the result of the activities are to be approved by the co-ordinating Authorities prior to release to media outlets in Kiribati

## **18. Settlement of Disputes**

18.1. All parties will consult together at any time upon request of either party regarding a matter to the terms of the MoU and will endeavour jointly in a spirit of co-operation and mutual trust to resolve any difficulties of misunderstandings which may arise.

## **19. Amendments**

19.1. The MoU may be amended and supplemented at any time by an arrangement in writing between the co-ordinating Authorities.

## **20. Warranty**

20.1. DAISI will ensure that all materials or DAISI Specialist Training Missions Project Supplies eligible for cover under warranty arrangement by original suppliers are to be signed across to Ministry of Health as the end user. If required, an end user certificate may be signed.

## 21. Effective dates and Signatures

Signed in Duplicate at Tarawa (Kiribati) on this 23<sup>rd</sup> day of March 2018

For DAISI  
(Represented by the Chairman)

For the Government of Kiribati  
(Represented by the Ministry of  
Health)

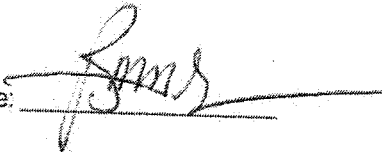
Signature: \_\_\_\_\_



Name: Dr Sepah Lajevardi

Position: DAISI Chairman

Signature: \_\_\_\_\_



Name: Dr Burentau Teriboriki

Position: Director of Hospital Services, Kiribati

**Schedules or Appendices**

Nil