

MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF TROMSØ THE ARCTIC UNIVERSITY OF NORWAY

on behalf of its Faculty of Health Sciences

and

UNIVERSITY OF PRETORIA

on behalf of its Faculty of Health Sciences

(hereafter collectively referred to as the “Parties” and individually as the “Party” as determined by the context)

1. Preamble

Recognising the mutual benefits to be gained through a cooperative programme promoting scholarly activities and international understanding, the Faculty of Health Sciences of the University of Tromsø The Arctic University of Norway (‘UTfh’), Norway and the Faculty of Health Sciences of the University of Pretoria (‘UPfh’), South Africa enter into this academic cooperation agreement and agree to the following:

2. Definitions and Interpretation

2.1 In this memorandum of understanding, unless expressly otherwise stipulated or the context otherwise indicates, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:

2.1.1 “Agreement” means this memorandum of understanding, including all annexure and schedules attached hereto and duly signed by the Parties, which are incorporated herein by reference, and as modified, amended or supplemented from time to time; and

2.1.2 “Effective Date” means the date on which this Agreement commences as specified in clause 6.1.

2.2 The clause headings of this Agreement are for reference purposes only and shall not be used in interpretation thereof.

2.3 Words and phrases denoting natural persons shall include created legal entities (whether corporate or unincorporated) and *vice versa*.

2.4 Expressions in the singular also denote the plural, and *vice versa*.

2.5 References to one gender shall automatically include the other genders.

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- 2.6 Where the day upon or by which any act is required to be performed is not a business day, the Parties shall be deemed to have intended such act to be performed upon or by the first business day thereafter.
- 2.7 If any word or phrase is defined in any clause hereunder, that word or phrase shall bear the same meaning throughout the remainder of this Agreement.
- 2.8 Expressions defined in this Agreement shall bear the same meanings in schedules or annexure to this Agreement that do not contain their own definitions.
- 2.9 This Agreement shall be governed by, interpreted and applied in all respects in accordance with South African law and the Parties hereby irrevocably submit to the jurisdiction of the South African Courts in all matters relating to this Agreement.

3. Research, Intellectual Property and Publication

- 3.1 The 2 (two) Parties agree to encourage and promote collaborative research activities between the relevant faculties of the Parties when mutual interests are served by such activities (hereafter the "Research"). Furthermore, the Parties agree to actively seek sponsorship in support of collaborative Research.
- 3.2 The Parties will exchange relevant materials and information as an integral part of collaborative Research projects. The Parties will work together to produce, publish and market material appropriate to, or resulting from, any collaborative Research projects.
- 3.3 This Agreement shall not confer any rights to any intellectual property currently existing or arising from any Research performed by any Party pursuant to this Agreement, and the ownership in and to such rights and the use thereof shall form the subject of a separate agreement between the Parties.
- 3.4 A Party may publish material relating to collaborative Research provided that:
- 3.4.1 it provides a copy of the proposed publication material, together with details of how, when and to whom it is proposed to be published, to the other Party at least 30 (thirty) days prior to the proposed submission date for publication ("Review Period"), so that the Parties can jointly consider modifying or protect any intellectual property; and
- 3.4.2 if, during the Review Period, a Party requests that the material be amended to remove any of their confidential information, then the publishing Party will amend the proposed publication material to remove such confidential information.

4. Student Exchange

4.1 Student electives/internships

- 4.1.1 Students of the UThf will be granted the opportunity to take part in student internships at the teaching hospitals of the UPfH or at affiliated hospitals, in accordance with the provisions of Annexure "A".

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- 4.1.2 Students of the UPfh will be granted the opportunity to attend UTfh and affiliated hospitals for rotational electives, in accordance with the provisions of Annexure "A".
- 4.1.3 In principle, student exchange is possible throughout the year, but shall at all times be subject to the respective Parties' organisational structures, corporate planning processes and available resources.
- 4.1.4 The duration of the stay of students of the UTfh at UPfh will depend on the requirements for student internships, which may vary between specific disciplines, with regard to duration of the internship.
- 4.1.5 Duration of the stay of UPfh students at the UTfh will depend on the curriculum requirements of the UPfh.
- 4.1.6 Both Parties will take the necessary steps to ensure that the electives/internships run for the required duration in accordance with clauses 4.1.4 and 4.1.5.

4.2 Guidance

Both Parties will exhibit the same level of care in respect of the educational guidance of the other Party's students as they would in respect of their own students. Specific conditions will be formulated in the addendum (Annexure "A") to this Agreement.

4.3 Registration

Visiting students will be registered as students by the host Party.

4.4 Number of students

4.4.1 UTfh is allowed to send the number of students to UPfh for the completion of internships as specified in Annexure "A". These students may be sent during the course of the year, taking into account the availability of places in the relevant departments. If a particular UTfh student does not commence the reserved internship, the UTfh has the right to replace him/her with another student. The UTfh student who cancelled the internship will pay the agreed fee for the planned internship weeks even if the reserved place is not filled, and/or if the cancellation is done less than 3 (three) months before the start of the internship.

4.4.2 Both Parties agree that UPfh may during the course of the year send the number of students specified in Annexure "A" to UTfh, taking into account the availability of places in the relevant departments.

4.4.3 The Parties agree that the number of students of a Party that visit the other Party will depend on the availability of accommodation.

4.5 Disciplines

4.5.1 In principle students of both Parties may do internships in all disciplines, subject to the relevant practical and logistical requirements and limitations, including but not limited to the length of the clinical period of the specific discipline and whether it fits into the rotation system of the elective/internship of the two

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Parties. In most disciplines at the UTfh, knowledge of English will be sufficient. A teacher/tutor/peer will facilitate patient contact in English at UTfh.

4.5.2 UTfh students can do their regular student rotations/internships for the required period in UPfh rotations, in various disciplines defined in the curriculum, each lasting seven to ten weeks. Rotations/internships in other disciplines are possible if both parties agree thereto in writing.

4.6 Costs

4.6.1 *UTfh students*

UTfh students will pay for each internship week of such student at UPfh, a fee that will be agreed upon and set out in Annexure "A" to this Agreement (which amount may be varied from time to time, if agreed to in writing by the Parties), and which will be paid into the relevant UPfh elective account. UTfh students staying at UPfh will themselves be responsible for the costs of transport, accommodation and subsistence.

4.6.2 *UPfh students*

UTfh will not charge UPfh students any fee for the completion of electives at UTfh, and will furthermore contribute to their transport, accommodation and/or subsistence costs in accordance with the provisions of Annexure "A".

4.7 Insurance

4.7.1 Health Insurance

UTfh shall ensure that its students are adequately insured for costs of healthcare for the duration of their stay in South Africa, and proof thereof shall be submitted to UPfh upon request by UPfh, which proof shall constitute submitting official documentation of the relevant insurance company as well as such other documentation as may be reasonably required by UPfh. UPfh students shall be adequately insured by an insurance company in South Africa before their arrival in Tromsø.

4.7.2 Liability Insurance

UPfh will not provide visiting students from UTfh with liability or personal property insurance. Visiting students from UTfh shall be responsible for the timely arrangement of this insurance. Liability and/or personal property insurance for UPfh students shall be the responsibility of the students.

4.7.3 Malpractice Insurance

Registered visiting students of both Parties doing their internships/electives at the other Party are working under the supervision of qualified staff of the host Party or an affiliated hospital. Therefore they are the responsibility of the host Party. If visiting students need individual malpractice insurance, the host Party will arrange for such insurance at the host Party's cost.

4.7.4 Local Insurance

If necessary, the host Party will assist visiting students to obtain any local insurance, but such assistance shall not include financial assistance.

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4.8 Accommodation

Both Parties will arrange student accommodation for the visiting students, subject to clauses 4.6.1 and 4.6.2 above with relation to the costs of the accommodation.

4.9 Language

4.9.1 For student internships of UFth students at UPfh proficiency in English is required.

4.9.2 For the completion of electives at UFth by UPfh students, proficiency in English is required.

4.10 Description of electives/internship requirements

If a Party has special requirements with regard to the elective/internships with relation to its students, a description of the requirements will be provided to the host Party.

4.11 Medical tests

4.11.1 UPfh students at UTfh shall be tested for MRSA ("Multiple Resistance Staphylococci Aureus") and Tuberculosis ("TB") prior to their arrival at UTfh. If they test positive for MRSA and TB, they will not be allowed to work in the clinic at UTfh. UPfh students shall also be immunised against Hepatitis A and B.

4.11.2 UTfh students at the UPfh should be immunised against Hepatitis A and B. In addition, the appropriate restrictions and requirements with regard to international travel must be adhered to, e.g. with regards to yellow fever.

4.11.3 It is important to note that appropriate malaria chemo-prophylaxis must be taken, should UTfh students travel to malaria areas in South Africa. The prophylaxis required varies from region to region, with the result that health authorities in South Africa should be consulted before embarking on trips to malaria areas.

4.12 Accidental Needle-stick Injuries

Both Parties agree that they have an accidental needle-stick injury protocol and will treat students with PEP according to that protocol.

5. Coordination and Administration

5.1 Both Parties will appoint an administrative and academic coordinator for purposes of this Agreement and inform the other Party of the coordinator's name, address, telephone and fax number, upon execution of this Agreement.

5.2 The Parties will liaise with the coordinator of the other Party or his authorised nominee, and no other person, with respect to the implementation and coordination of this Agreement.

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6. Duration and Termination of this Agreement

6.1 This Agreement shall become effective on the date that it is signed by both Parties and shall subsist until its expiration on 31 December 2019, but may be renewed or extended in writing by mutual agreement between the Parties.

6.2 Notwithstanding clause 6.1, this Agreement may be terminated without cause by either Party at any time during the currency of this Agreement, provided that the terminating Party gives written notice of its intention at least 6 (six) months prior to such termination.

7. Limitation of Liability

Each Party agrees that it shall be responsible for its own conduct and the results thereof and that it shall not be responsible for the conduct of the other Party or the results thereof, and that it will assume all risk and liability to itself, its employees, students or agents, for any injury to persons or property resulting in any manner from the conduct of its own operations, employees, students or agents, under this Agreement, and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts of negligence, or the failure to exercise proper precautions, of or by itself or of its employees, students or agents under and pursuant to this Agreement.

8. Breach

8.1 If any of the Parties commits a breach of any provision of this Agreement, all of which shall be deemed to be material, the other Party may call in writing on the Party in breach to remedy the breach within a period of 14 (fourteen) calendar days.

8.2 If the breach remains remedied after the aforesaid notice period has expired, the Party calling on the Party in breach will be entitled but not compelled, in addition to any rights it may have in terms of this Agreement, to terminate this Agreement with the Party in breach with immediate effect in writing to the Party in breach and to claim damages from the defaulting Party.

8.3 The provisions of this clause will not affect the rights of the Parties to claim damages provided however that under no circumstances shall special, indirect and/or consequential damages be claimed by either Party or such rights to special, indirect and/or consequential damages are hereby expressly waived.

9. Implementation and Good faith

9.1 The Parties undertake to do all such things, perform all such acts and to take all steps to procure the doing of all such things and the performance of all such acts as may be necessary or incidental to give or be conducive to the giving of effect to the terms, conditions and import of this Agreement.

9.2 The Parties shall at all times during the currency of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

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10. Cession and Delegation

- 10.1 No Party may cede, make-over or transfer its rights and/or delegate its obligations under this Agreement without the written consent of the other Party.
- 10.2 No purported cession, transfer or delegation shall become effective until the cessionary, transferee or delegate agrees in writing to be bound by the provisions of this Agreement.

11. Severability

If any term, condition, provision or any part thereof in this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance of the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this Agreement, and the Agreement so altered shall remain in force and effect, provided that the severing of the relevant portions does not affect the essence of this Agreement.

12. Variation

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

13. Waiver

- 13.1 Failure or neglect by either Party to, at any time, enforce any of the provisions of this Agreement shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.
- 13.2 Such failure or neglect shall not, in any manner, affect the continued validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

14. Force Majeure

- 14.1 Should any Party ("the Invoking Party") be prevented from fulfilling any of its obligations in terms of this Agreement as a result of any Act of God, war, fire, flood, legislation, insurrection, sanctions, trade embargo or any other cause beyond the reasonable control of such Party (any such event hereinafter called "*Force Majeure*") then the Invoking Party will forthwith give written notice thereof to the other Parties specifying the cause and anticipated duration of the *Force Majeure* event.
- 14.2 The Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *Force Majeure* event during the period of the *Force Majeure* event, provided that the Invoking Party uses and continues to use its best efforts to perform such obligation.
- 14.3 In the event of *Force Majeure* this Agreement shall be suspended for the entire period that the *Force Majeure* event is in effect. If the *Force Majeure* event continues for more

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than 90 (ninety) consecutive calendar days any Party will be entitled to cancel this Agreement with immediate effect upon prior written notice to the other Parties, without the Parties incurring any further obligations towards each other, and under no circumstances will damages be claimed from the Invoking Party as a result of the delay or failure in the performance of any obligations due by the Invoking Party under such circumstances as are set out in this clause 16.

15. Addresses and Notices

15.1 The Parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice, request, consent or other communication provided for or necessary in terms of this Agreement, the following addresses, provided that such *domicilium citandi et executandi* of any Party may be changed by written notice from such Party to the other Parties with effect from date of receipt or deemed receipt of the latter of such notice:

15.1.1 UTFh

UiT Norges arktiske universitet
Postboks, 6050, Langnes
9037, Tromsø
Email: postmottak@uit.no

15.1.2 UPfh

Corner Lynnwood Road and Roper Street
Hatfield
Pretoria
0001, Gauteng, South Africa
Email: lawrence.baloyi@up.ac.za

15.2 Any notice, request, consent or other communication made between the parties pursuant to the Agreement shall be in writing and shall be delivered personally, or by international trackable delivery service, or by facsimile transmission, or by email.

15.3 A notice, request, consent or other communication is presumed, unless the contrary is proven, to have been given –

15.3.1 if delivered personally during business hours on a business day, on the day of delivery;

15.3.2 if sent by international trackable delivery service, 10 (ten) business days after the date of posting thereof; or

15.3.3 If sent by facsimile or email, on the first business day following the date of sending of such facsimile or email.

16. Dispute Resolution

Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties.

In the spirit of international friendship and cooperation, we hereby set out signatures.

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As witnesses to their subscription to the above articles, the representatives of the University of Tromsø and the University of Pretoria have hereunto provided their endorsement.

Signed on behalf of

The University of Tromsø
The Arctic University of Norway

ARNFINN SUNDSTAD, DEAN

Name and title

Arnfinn Sundstad
Signature

Tromsø 12/06/17
Place and date

Signed on behalf of

The University of Pretoria

PROFESSOR CHRISTIAAN DE JAGER

Name and title

Christiaan de Jager
Signature

PRETORIA 8 MAY 2017.
Place and date

Witnesses:

1. Einholt
2. Eva Gjerdum

Witnesses:

1. Sutbo
2. Wito

ANNEXURE A

Addendum: Specific arrangements between the Faculty of Health Sciences, University of Tromsø The Arctic University of Norway (UTfh) and the Faculty of Health Sciences, University of Pretoria (UPfh) for the period 2017 until 2019

UPfh agrees to accept a total number of 4 (four) students of UTfh in the Departments of Obstetrics/Gynaecology and Paediatrics. These students may join either Block 9 = BOK 382: Pregnancy and Neonatology (lasting 11 (eleven) weeks, or the 7 (seven) week rotations in Obstetrics/Gynaecology and/or Paediatrics. Depending on the requirements of the UTfh a student may also do rotations/internships in other disciplines if both Parties agree in writing.

The cost of doing such an internship at UPfh will be Euro 50 (fifty) per week, i.e. Euro 200 (two hundred) for 4 (four) weeks and Euro 600 (six hundred) for 6 (six) weeks. This amount will include registration with the Health Professions Council of South Africa, as well as registration and tuition by UPfh. UPfh shall not be liable for any extra costs relating to the students coming to UPfh.

4 (Four) students from the UPfh will attend UTfh for an elective/rotational period of 6 (six) weeks from the middle of October to the end of November of a given year. The Faculty of Health Sciences, UTfh, will cover student expenses up to 20.000 NOK per student. This includes both plane tickets, housing and 1000 NOK a week per student for other expenses.

The signed Agreement is effective for the years 2017, 2018 and 2019.

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