

Memorandum of Understanding

Between
Faculty of Medicine, Hasanuddin University,
Makassar, South Sulawesi, Indonesia
and
Royal Australasian College of Surgeons,
Melbourne, Australia

Scope:

This document provides a framework for the collaboration between the Faculty of Medicine of the Hasanuddin University (Referred to as UNHAS) and the Royal Australasian College of Surgeons (referred to as RACS) and its collaborating partners in facilitating the provision of medical services and specialist surgical training by volunteer surgical teams for local surgeons and students within the Eastern regions of Indonesia.

Main objectives:

1. Improve general access to surgery and medical care for the poor populations of Eastern Indonesia.
2. Improve the local medical capacity in delivery of high quality surgery, training and related medical services.

Scope of Activity:

In the course of the collaboration, RACS may provide or assist in the provision of:

1. Specialised Clinical Services including: Ophthalmic Surgery and Optometry, and Orthopedic Surgery with a special focus on the disadvantaged populations of Eastern Indonesia.
2. Specialised Teaching and Training of surgical registrars and medical staff including anaesthetists, optometrists and nurses.
3. Community service by providing free diagnosis and surgery for the poor and disadvantaged communities of Eastern Indonesia.
4. Additional forms of training, research or medical assistance as needed based on written mutual agreement.
5. Participation in medical conferences or student exchange programs may also be facilitated through this joint collaboration.

Organisation of individual projects.

The individual projects and activities may be identified and developed by the Contact Partners responsible for any individual medical programs (see list of Contact Partners below). The Contact Partners may develop the individual activities, setting dates and defining where and who will be involved. The Contact Partners will observe that all laws and regulations for executing the joint program in Indonesia are followed and the necessary invitation letters and documentation have been secured ahead of the individual project activities. UNHAS will help secure the needed documentation and guide the contact partners when needed. Operating theatres etc. will primarily be provided

through the District Health Offices and local government or private hospitals throughout Eastern Indonesia.

Project duration and frequency

Individual projects/trips covered under this Memorandum of Understanding ("MOU") may last from 1-3 weeks and may take place once or twice a year depending on the needs identified by the community served, patient numbers, and availability of participants and funding. Some project activities may occur several times a year in multiple locations while others may only occur every 1-3 years as needed by the communities and as agreed by the Contact Partners.

Patient enrollment and care

It is intended that patients will be identified by local counterparts such as government hospitals, health clinics and NGOs and enrollment will be based on good prognosis for improvement of condition or reduction in disability from medical or rehabilitative intervention. The primary patient base is expected to be the disadvantaged people from primarily rural populations of Eastern Indonesia. Follow up care will be provided on site as well as longer-term follow up through collaboration with local government health facilities, hospitals and NGO health providers etc.

Teaching and training activities

Any training programs will focus on active field based training of registrars and qualified surgeons (plus anaesthetists, optometrists and nurses) in surgical procedures and follow up care. Training may include both theoretical training as well as hands on practice of the appropriate procedures for both the setting and the patient(s). The training programs can further include an invitation to participate in medical meetings or conferences or exchange of students when the opportunities arise.

Work areas for the Partner Organisations:

It is intended that UNHAS and RACS will collaborate by providing assistance as follows:

Faculty of Medicine, UNHAS (including Contact Partners):

1. Selection of candidates for field training programs
2. Liaise with on-location partners to secure medical facilities for the training and surgeries
3. Liaise with on-location partners to confirm local capacity and patient numbers
4. Liaise with the Indonesian Ministry of Health and District Health Offices to ensure all regulations are followed and approvals obtained and observers invited as needed. This may further be facilitated by local collaborating partners in each program location.
5. Secure all official documentations and invitation letters for International medical teams
6. Secure the required letters/approvals for teams to bring their medical equipment and consumables into Indonesia
7. Provide local resource persons/contacts for operations and training
8. Coordinate all travel activities for Indonesian team members
9. Provide assistance for transportation, stay, medical equipment etc. for local participants as needed. This may further be facilitated by local collaborating partners in each program location.

10. UNHAS will make sure that the indemnity insurance of all visiting UNHAS registrars and doctors are extended to cover their activities in the local hospital during the program period.

Royal Australasian College of Surgeons (through its Contact Partners):

1. Select and assemble core visiting specialist teams in conjunction with the Contact Partners
2. Facilitate all necessary documentation certifying to visiting team's appropriate qualifications and registrations to enable them to work in Indonesia.
3. Liaise with location partners to determine objectives in terms of clinical services and with regard to education and training/capacity building for any particular visit or program
4. Liaise with on location partners to confirm local capacity and patient numbers
5. Facilitate or provide teaching, clinical supervision and appropriate medical resources to enable surgical/medical education and training to take place during a team visit
6. Coordinate travel activities for International team members, including identifying appropriate sources of funding to cover the travel and subsistence expenses of International visiting team members
7. Identify the need for any specialist medical equipment and consumables which would be appropriate to bring with the team to facilitate the provision of clinical services
8. Clinical Service Teams operate at a high standard of professionalism and provide specialist expertise. It must be recognized that adverse events after surgery and other medical interventions do occur and these are not the responsibility of the team members. In case of gross negligence the responsibility rests with the individual doctor. Teams operate on patients who are under the responsibility of a locally-based doctor or surgeon who will provide postoperative care after the team has left.
9. RACS will make sure that individual medical indemnity of all visiting RACS surgeons are extended to cover their activities in Indonesia during the program period.
10. Teams provide guidance and written advice (in English) for postoperative care and how any predictable adverse events might be managed. The management of any complications are not the responsibility of the visiting team either financially or professionally given that the services have been provided in good faith and respecting patient autonomy and rights.

Responsible Contact Partners for the specific surgical programs:

Contact partners are nominated by the signatories of this MOU and can be changed or added according to program needs based on written documentation.

Faculty of Medicine/UNHAS:

Indonesian contact person for Ophthalmology: Head of Department of Ophthalmology, Habibah S. Muhiddin

Indonesian contact person for Orthopedic surgery: Head of Department of Orthopedic, Dr. A. Idrus Paturusi.

Indonesian National Contact Partners

1. Dr. Gregorius M. Fernandez, DDPH, Honorary Representative in Indonesia, Royal Australasian College of Surgeons
2. Professor Aryono Pusponegoro, President, Indonesian College of Surgeons.

Royal Australasian College of Surgeons:

1. Australian contact person for Ophthalmology: Dr Mark Ellis, Sumba Eye Program, <http://www.surgeons.org/government/community-and-international-programs/nusa-tenggara-timur/sumba-eye-program/>
2. Australian contact person for Optometry: Mr Peter Lewis, Optometry Giving Sight, Australia: <http://www.givingsight.org/>
3. Australian contact person for Plastic Surgery: Dr Mark Moore, Overseas Specialist Surgical Association of Australia : <http://www.ossaainc.org.au/>
4. Australian contact person for Orthopaedic Surgery: Dr Bill Cumming, Orthopaedic Outreach: <http://www.orthoreach.org.au/>
5. Ms Daliah Moss, Director, External Affairs, Royal Australasian College of Surgeons.

Commitment

This MOU is written in good faith in order that all the parties can participate in collaboration for the benefit of the disadvantaged people in Eastern Indonesia. This memorandum shall take effect upon the date of the last signature and will remain valid until any party notifies the other of its intention to terminate its participation, giving at least ninety days of notice.

By signing this agreement, both parties confirm:

- I) that they have no links or affiliations with any terrorists or terrorist organisation(s); and
- II) that they do not tolerate child exploitation or abuse, and that any such action by a representative of either party will be reported and may attract criminal, civil and disciplinary sanctions. The parties will not knowingly engage, directly or indirectly, with anyone who poses an unacceptable risk to children.

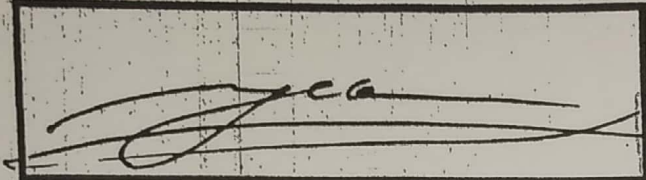
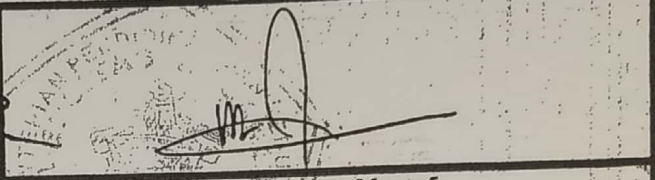
This MOU does not imply any formal commitment of Funds or other liability. It is intended to express the intentions of the parties and is not intended to be legally binding.

1. Nothing in this MOU will be construed or deemed to constitute any party as having any power or authority to bind or represent any other party.
2. Nothing in this MOU will be construed or deemed to constitute a partnership, employee, employer, agent or representative relationship with any other party.
3. No party by virtue of this MOU shall represent itself, or allow its officers, employees, agents and subcontractors to represent themselves, as being an officer, employee, partner, agent or representative for any other party.
4. No party to this MOU will use another party's name, trademarks, materials or logos without prior written consent.
5. Each party recognises that the other parties have, or may have, arrangements of a similar or different nature with other public or private agencies, organisations and individuals. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organisations and individuals.

6. This MOU does not transfer ownership of any intellectual property rights of any party or provide consent for any party to the use of intellectual property of another party or represent that it has any ownership interest in the intellectual property, unless otherwise agreed in writing.

There shall be three originals of this document.

Signatories

	
<p>Associate Professor Michael Hollands President Royal Australasian College of Surgeons, Melbourne, Australia</p>	<p>Dr. Irawan Yusuf Dean Faculty of Medicine, Hasanuddin University, Makassar, South Sulawesi, Indonesia</p>



Dated / /2013

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