



MEMORANDUM OF UNDERSTANDING

Entered into by and between

**THE DEPARTMENT OF DEFENCE
(Hereinafter referred to as "DOD")**

AND

**HOSPICE PALLIATIVE CARE ASSOCIATION OF SOUTH AFRICA
(Hereinafter referred to as "HPCA")**

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1. DEFINITIONS

- 1.1 **MOU:** Memorandum of Understanding
- 1.2 **DOD:** Department of Defence
- 1.3 **HPCA:** Hospice Palliative Care Association.
- 1.4 **Palliative Care:** It is an approach that improves the quality of life of patients and their families facing problems associated with life threatening illness, through the prevention and relief of suffering by means of early identification and impeccable assessment and treatment of pain and other problems, physical, psychological and the spiritual.

2. AIMS AND OBJECTIVES OF THE MOU

- 2.1 The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of Palliative Care in the DOD.
- 2.2 The ultimate goal of this project is to offer palliative care to members of the DOD and their dependents through offering training and mentorship of health care providers and care givers within the DOD with a view of relieving pain and improving comfort to patients who are members of the DOD.
- 2.3 The partnership also seeks to address effective and efficient referral of patients to palliative care providers when they return to their homes.

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3. GENERAL

3.1 HPCA is a non-profit organization whose expertise lies in the promotion of quality in life, dignity in death and support in bereavement to all living with a life-threatening illness by supporting member hospices and partner organizations.


3.2 HPCA promotes patient care within a family environment with admission to hospice in-patient units for symptom control if this cannot be managed at home by hospice staff.

3.3 The services rendered by member hospices to patients are free of charge, and hospices seek funding to cover these costs from local and national donors.

3.4 Hospices provide training and mentorship to other organizations at a mutually agreed cost.

3.5 The DOD has initiated a program to provide palliative care to sick members and their dependants with life threatening medical conditions or terminal illnesses.

3.6 The Parties to this agreement seek to jointly implement a palliative care program to benefit all DOD members and their dependants who qualify for such a program.

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3.7 This MOU records the understanding and the relationship between the parties, including the outline of the roles and responsibilities between each party.

3.8 The Parties undertake to treat each other with the utmost faith and to work together, share all relevant information in order to maximize the effectiveness of any combined efforts.

3.9 The Parties wish to state their commitment to work together to further enhance provisioning of palliative care to the DOD members and their dependants requiring this service.

3.10 This MOU replaces any previous written or verbal agreement or contract entered into by DOD and HPCA


3.11 Programs/ services provided by HPCA in accordance with this agreement will not constitute an employment relationship with DOD.

4. ROLES AND RESPONSIBILITIES

The roles and responsibilities undertaken by each of the participants to this MOU are set forth below.

4.1 DEPARTMENT OF DEFENCE

4.1.1 The creation and maintenance of palliative care programs in the DOD.

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- 4.1.2 Development of specific policies and procedures for palliative care and hospice care in the DOD.
- 4.1.3 The development of relevant standards.
- 4.1.4 Facilitation of training for DOD staff in palliative care appropriate to their role. Establishment of multidisciplinary teams (management, nurses, social workers, medical practitioners, chaplains, psychologists, etc.) to be involved in palliative care.
- 4.1.5 Identification of needs (patients and centres/units) for hospice and palliative care.
- 4.1.6 Establishment of an effective referral mechanism to external facilities.
- 4.1.7 Development of criteria for the identification of care givers and the areas of volunteering as well as their training.
- 4.1.8 Ensure provision of palliative care drugs to appropriate patients.

4.2. HOSPICE PALLIATIVE CARE ASSOCIATION of SOUTH AFRICA

- 4.2.1 To facilitate and support the development of palliative care services in DOD facilities through mentorship.
- 4.2.2 To provide training of staff at DOD facilities.
- 4.2.3 To provide input about the principles and practice of palliative care.
- 4.2.4 To assist and support the development of policies, procedures and standards for palliative care in the DOD.

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- 4.2.5 Assist in identifying key health statistics and conducting palliative care needs assessment in identified DOD facilities.
- 4.2.6 Provide periodic reports to the DOD in form and substance to be agreed upon by the Parties, including the sharing of information on statistics and results.
- 4.2.7 Facilitate the provision of bereavement services in DOD facilities.

5. FINANCIAL IMPLICATIONS.

5.1 DOD will be responsible for the payment to the HPCA for the training of DOD members on the Introduction to Palliative Care course or other similar courses presented by the HPCA.

5.2 The DOD is to effect payment to the HPCA within 30 (thirty) days after receipt of the invoice from HPCA, in terms of the Public Finance Management Act.

5.3 DOD will also be responsible for providing the venue, accommodation and transport costs of its members who are to attend the abovementioned training.

6. GOVERNING LAW

This MOU shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

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7. DISPUTE RESOLUTION

7.1 Should any dispute arise between the parties to this agreement with regard to the interpretation, the carrying into effect and implementation of any one or more of the provisions of this agreement, any of the rights and obligations of either party arising from the agreement, termination or purported termination of or arising from the termination of, or the rectification of the agreement, or out of pursuant to this agreement, or any other matter which in terms of this agreement requires agreement by parties, the DOD and HPCA shall, in the first instance, attempt to come to an agreement in relation to any such dispute by consultation and negotiation in good faith,

7.2 The party declaring the dispute shall notify the other party in writing thereof setting out the nature of dispute, reason for dispute as well as proposed terms of settlement,

7.3 The facilitator will arrange a meeting between the parties in conflict with the view of amicably resolving the conflict within 30 working days after it has been lodged,

7.4 The parties may mutually agree to hold further meetings to try and resolve the dispute,

7.5 Should the parties fail to resolve the dispute at the meeting or meeting envisaged in sub clause 7.3 above, the parties may by mutual agreement within 5 working days refer the dispute to an independent Mediator chosen by parties

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7.6 Should the Mediator fail to resolve the dispute, then either party may refer the dispute to any competent court having jurisdiction.

8. AMENDMENT AND VARIATION

8.1 All parties to this agreement have the right to review the terms and conditions of this agreement. Any amendment, may be implemented after consensus has been reached.

8.2 No amendment/ alteration in any respect of any of such terms shall be of any force or effect unless such alteration is in writing and signed by or on behalf of each of the parties to this agreement, and will be an addendum to this agreement.

9. WIAVER CLAUSE.

No waiver by party of any right under this agreement shall be effective unless reduced in writing and signed by or on behalf of all the parties.

10. DICLOSURE OF INFORMATION

10.1 Disclosure of any information by HPCA is governed by the stipulations of the Defence Act, (Act 42 of 2002 as amended) and the provisions of the Promotion of Access to Information Act (Act 2 of 2000)

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10.2 HPCA is not entitled to disclose any confidential information, make a public statement or issue a press release without the prior written approval of the DOD.

10.3 HPCA shall not, during the term of the Agreement and thereafter, without the prior written consent of the DOD, disclose any confidential information, dispense, or disseminate any data, publication, documents, recording which may either be mechanical or electronic relating to the DOD and the services, to anyone other than persons authorised by the DOD.

11. TERMINATION

11.1 Upon the termination of this MOU for whatever reason, the Parties agree to cooperate to conclude an orderly termination of their relationship.

11.2. A ninety (90) prior notice by one Party on the intention to terminate the partnership and reasons thereof will have to be afforded to the other Party.

11.3. Should one of the parties fail to achieve their obligations and or standards the other party can terminate the partnership, but only after complying with paragraph 7 above pertaining to Dispute Resolution.

11.4 A closure report for termination will have to be prepared by both parties.

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12. COMMENCEMENT AND DURATION

This MOU shall commence upon signature below by both of the Parties and shall remain in force for a 2 year period, except as otherwise agreed by the Parties. The agreement is subject to an annual review by both Parties and may be terminated upon either Party providing 90 (ninety days) written notice to the other Party

13. WARRANTS AND INDEMNITIES

13.1 Each Party acknowledges in entering into this MOU that it does not do so on the basis of, and does not rely on, any representation, warranty or other provision, whether express or implied, except as expressly provided in this agreement, and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by the laws of the Republic of South Africa.

13.2 Each party shall defend, indemnify and hold the other harmless from and against all claims, loss, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of or in connection with its breach of any covenants, warranties or representations made herein or its performance of or failure to perform its undertakings or duties hereunder.

14. NOTICES AND DOMICILIA

14.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices

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arising out of or in connection with this agreement, its breach or termination, may validly be served upon or delivered to the parties.

14.1.1 For purpose of this agreement the parties respective addresses shall be –

The Department of Defence
Secretary of Defence
Armcor Building
Nossob Street
Erasmusrand
Pretoria

The Hospice Palliative Care Association
11a Lonsdale Building
Lonsdale way
Pinelands
Cape Town
7340

14.2 Any notice given in terms of this agreement shall be in addressee on the date of delivery;

14.2.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery.

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14.2.2 If posted by prepaid registered post be deemed to have been received by the addressee on the eighth (8th) day following the date of such posting; unless the contrary is proved.

14.3 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

15. VARIATION

No addition to or variation, consensual cancellation or novation of this MOU 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 all the parties or their duly authorised representatives.

16. AMENDMENT

This MOU may be amended or modified only by written agreement of the Parties.

17. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than that set out herein are binding on the parties.

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IN WITNESS WHEREOF the duly authorized representatives of the Parties hereto have signed this Agreement in their names below.

SIGNED at PRETORIA (place) on 26 July 2010 (date)

by Mr P.J. LEBIE - ASSISTANT DIRECTOR CFO - DEPT - SPECIAL FINANCE SERVICES - CONTRACTS DUTY AUTHORITY (name) on behalf of the

DEPARTMENT OF DEFENCE



(Signature of authorised representative)

AS WITNESS:

G.K. Mshothela

(Name of witness in print)



(Signature of witness)

SIGNED at CAPE TOWN (place) on 29/06/2010 (date)

by LIZ CLOUTHER (name) on behalf of

HOSPICE PALLIATIVE CARE ASSOCIATION



(Signature of authorised representative)

AS WITNESS:

K BOBLIEN

(Name of witness in print)



(Signature of witness)

