

**MINISTRY OF HEALTH**

**UGANDA HEALTH SECTOR PROGRAMME**

**SUPPORT III**

**COMPONENT FOUR:**

**SUPPORT FOR**

**PRIVATE NOT FOR PROFIT HEALTH TRAINING**

**INSTITUTIONS**

**REPORT**

**WORKSHOP EXPLANATION OF**

**CONSTRUCTION AGREEMENTS**

**FOR SIX SCHOOLS**

**KAMPALA**

**UGANDA CATHOLIC MEDICAL BUREAU**

**AUGUST 7<sup>th</sup> 20007**



## TABLE OF CONTENTS

1.	INTRODUCTION	4
2.	PROCEEDINGS OF THE WORKSHOP	5
2.1.	Opening and Communications from the Medical Bureaux	5
2.2.	Review of the Tripartite Memorandum of Understanding	6
2.3.	Questions and Answer regarding the first two Presentations	9
2.4.	Review of the Agreement between the Recipient and Technical Representative, the Construction Consultancy Firm	11
2.5.	Questions and Answers regarding the Client & Consultant Agreement	13
2.6.	Additional Questions and Answers after the Group Discussions	16
2.7.	Points of Action and Milestones in the Process of Execution Of the Civil Works for the Six PNFP HTI	19
2.8.	Questions and Answers regarding the Points of Actions and Milestones during Execution of the Civil Works	20
2.9.	Group work: Planning per school to establish the date for Signing both Agreements	21
2.10.	Reminder Key Issues Decided in May 2006	21
2.11.	Questions and Answers related to the Decision of May 2006	22
3.	CONCLUSION AND CLOSURE	24
4.	RECOMMENDATIONS	24
ANNEXES		
Annex I	List of Participants	27
Annex II	Programme of the Technical Workshop	29
Annex III	Format for Point of Actions in the Process of Execution of the Project	30



## **1. INTRODUCTION**

This one day workshop was held on 7<sup>th</sup> August 2007 in the UCMB Board Room, Kampala, Uganda. It represented one of the first steps towards implementation of the construction part of the project “Support to ECN and other Health Worker Training in Private Not for Profit (PNFP) Health Training Institutions (HTI)”. The latter support represents component four of the Third Health Sector Programme Support of the Danish Government to the Government of Uganda through the Ministry of Health. Component four of this Programme aims at increasing the number Enrolled Comprehensive Nurses and other of health workers in Primary Health Care centres in disadvantaged districts. After a number of revisions the support to the PNFP HTI now consists of: infrastructure development in six PNFP HTI's and development / recurrent budget (bursaries) to all PNFP HTI's.

The workshop was organised by both Uganda Catholic Medical Bureau (UCMB) and Uganda Protestant Medical Bureau (UPMB) to explain to representatives of the six schools the draft agreements for the realisation of the construction works. The first was the proposed Memorandum of Understanding between Ministry of Health, DANIDA, and the Recipients of the infrastructure support, being the Owners of the six PNFP Nursing and Midwifery Schools. The second was the draft Agreement between the Client (the Owner) and the Construction Consultancy Firm which is to provide the technical assistance for the works. The six schools concerned are: Kisiizi, Kagando, Kamuli, Villa Maria, Mutolere plus Karoli Lwanga-Nyakibale. For each school the Chairpersons of the Board of the Trustees, Board of Governors, Management Team, and the Principal Tutors had been invited. The objective of the workshop was to ensure that all participants understand and can explain the two agreements to others. In addition, a date for the signature of both agreements was to be set.

The six beneficiary schools attended with two to four representatives. There were three major presentations which were always followed by questions, answers, and discussions. Participants also held group discussion as per their respective schools, or Diocese, to internalise what was presented and determine the actions points and time schedule to ensure that they would be ready for signing on the agreed date. Recommendations were proposed during the meeting. At the end of the workshop the date of September 7, 2007 was tentatively proposed for the signing of the Memorandum of Understanding and the Client and Consultant Service Agreement. Lastly they participants were reminded of the key issues that were decided in May 2006 related to quality of training in PNFP HTI.

This report presents a summary of the presentation, the questions and their answers, and the recommendations for the local teams agreed upon. The list of participants and the programme are presented in the annexes.

A number of questions came up in the afternoon but they could not be answered as the representative of COWI could not attend the afternoon session. The UCMB team obtained the answers and sent a letter to all schools on August 12, 2007.

One of these questions pertained to DANIDA and the Danish Embassy. A letter was sent on August 8, 2007, to request these parties to provide the required answer. Each school received a copy.

## **2. PROCEEDINGS OF THE WORKSHOP**

The one day workshop was opened by a prayer led by Sr. Catherine Nakiboneka, the UCMB HTI&T Coordinator at 9.35 pm.

Ms. Marieke Verhallen, the Technical Assistant to UPMB and UCMB for the MoH-HSPS III Support to PNFP HTI project welcomed all the participants and introduced Mr. Edward Ssebbombo, the new UPMB HTI Coordinator. Upon her request every participant briefly introduced him/herself. Dr. Orach was then invited to formally open the workshop.

### **2.1. OPENING OF THE WORKSHOP AND COMMUNICATIONS FROM THE MEDICAL BUREAUX**

Dr. Sam Orach, Assistant Executive Secretary UCMB

Dr. Sam Orach welcomed participants also in the name of the Executive Secretary of UPMB who could not attend. He then gave a presentation explaining the background and summarizing what had taken place since the beginning of the project. The support to the PNFP Health Training Schools is the fourth component of the third Health Sector Programme Support to Uganda of the Danish Government (UHSPS III). This component was formerly called the “DANIDA project”. It has undergone changes due to the changed policies of the Danish Government. As DANIDA was no longer allowed to be an implementing agency, a local implementing agency had to be found. He elaborated that the Bureaux had been asked to take on this role but they could not accept as their technical capacity and mandates did not allow to take on the role of implementer of projects. As the entire UHSPS III is intended to support the Health Sector Strategic Plan of the Ministry of Health (MoH), the Ministry is now also to be the lead implementer for the support to the PNFP schools. In line with this decision the project is now entitled: MoH-HSPS III Support to ECN and other Health Worker training in PNFP HTI.

Participants were informed that the goal of the project is now: to increase the number health workers in disadvantaged districts. For this purpose the capacity, of the PNFP schools to provide ECN and other courses of high quality, is to be improved. The project therefore consists of two parts: of construction the infrastructure for the six schools and development / recurrent budget support for all 20 PNFP schools.

The construction part in turn consists of building a new administration - demonstration (Practical) block, classrooms, and one dormitory block in Kamuli, Villa Maria, Nyakibale, Mutolere, Kagando and Kisiizi. At this point he reminded the members that the objective of the project is to improve the facilities of the school in answer to the requirements of ECN training. It is not meant to increase the enrolment of students.

He explained that the new approach meant that the MoH-HSPS project execution will be between the MoH and the Dioceses, as legal Owners of the Schools and the affiliated Hospitals. He told participants that in the context of construction works there has to be another party: the construction consultants. Hence, COWI are proposed as consultancy firm as they worked with DANIDA all along, had done all the preliminary architectural preparatory assessment and design work. COWI is willing to continue with the work

provided the beneficiary gives them the mandate and that their role is formalised in a contract.

He highlighted the proposal of delegating the roles as follows:

- MoH to delegates its technical role to the Chief Engineer of the MoH
- Dioceses / owners to delegate the technical roles to the consultancy firm COWI
- The importance of all dioceses selecting the same consultant
- The Consultant to do all the architectural drawings and technical preparations, assist the dioceses in the tender process, advise the dioceses regarding the most appropriate contractor, and supervise of the civil works.

He explained that the arrangement proposed ultimately has to lead to maximisation of the use of the budget through the use of economies of scale, assuring uniformity, assuring quality work through professional supervision. He up-to-dated them that all concerned Bureaux, Dioceses, MoH and DANIDA had been informed.

Dr. Orach then introduced the objectives of the workshop to participants as follows:

1. To assure that all participants understand and can explain to others the Memorandum of the understanding(MoU) between MoH, DANIDA and HTI regarding the HTI Recipient /Beneficiary of the construction component of the support to PNFP HTI
2. To assure that all participants understand and can explain to others the agreement between the Recipient /Beneficiary and the Recipient's Technical advisor/Construction Consultancy Firm regarding the technical advisory support and accompaniment for the implementation of the construction component
3. To agree on the date for the signature of the both agreements.

He concluded by wishing all very fruitful deliberations.

## **2.2. REVIEW OF THE TRIPARTITE MEMORANDUM OF UNDERSTANDING**

**Dr. Daniele Giusti, Executive Secretary UCMB.**

In his overview Dr. Giusti first explained that the Danish Government had changed its approach in funding and intends to collaborate with the Government of Uganda (Ministry of Health) as the official partner, thus putting emphasis on local ownership and mechanisms. He stressed, however, that as this is a new approach, implementation will necessarily be incremental.

He pointed out that DANIDA's support program to the Health Sector is the third of a series of five years programmes. This is the first time that support to the PNFP health sector is included in the programme. The original goal for the support to the PNFP Health Training Institutions was to "Increase the number of Enrolled Comprehensive Nurses (ECN) in HC II and III". During the deliberations concerning the implementation this goal was adjusted and now the aim is to "Increase the number of ECN's and other health cadres in disadvantaged districts".

He listed the original components of the programme: finalisation of the rehabilitation of three northern schools, provision of recurrent student support (bursaries), development of

the curriculum, management development, tutor training, provision of training materials, and construction of required capacity. All these had been intended for six PNFP HTI. Following all the changes, only the construction part is now limited to the six schools. The other development / recurrent support part will target all PNFP HTI. He reminded the participants of the recent Consultation workshop on this other part.

Dr. Giusti then focused on the Construction component. He reaffirmed that the transfer of the roles of implementation from DANIDA to MoH and local government is irrespective of non-government beneficiaries, for instance PNFP actors. This means that this approach translates into an interaction between many parties which demand a framework for the mutual responsibilities. For this reason an agreement is needed among the three main parties to the construction works for the six HTI: “Three parties, or tripartite, Memorandum of Understanding (MoU)”

He hinted on the prior research work done and that the present MoU came out as the best compromise, given the objectively complexity of the context. So, his aim was to try and simplify the complexity for the beneficiaries.

Dr. Daniele explained the parties / actors who will be signatory to the tripartite Memorandum of Understanding:

- The Donor: the Royal Danish Embassy, represented by DANIDA, an agency answerable for results to its Government, e.g. to the Danish people;
- The Government: The Ministry of Health as representative of the Government of Uganda, the official receiver of the donor’s money; and therefore the formal guarantor that the money produces the best possible results.
- The Recipient: the Owner of the Health Training Institution for which the construction works will be done and who will own these after completion. He elaborated on the relationship of the recipient six schools of Nursing as part of the Hospital yet owned by one corporate body that is, the Trustees of the Dioceses. He briefly listed the six recipients and indicated that the actual number of recipients is five, as two schools (Nyakibale and Mutolere) belong to the same Diocese.

Dr. Daniele then specifically explained the most important definitions as these are key to understanding the Memorandum of Understanding:

- *Recipient’s Technical Representative*

This is the Consulting Engineering Firm which is mentioned but is not a signatory to the Memorandum of Understanding (MoU). However, the recipient has to choose a consulting engineering firm for technical guidance and supervision as well as representation vis-à-vis the firm contracted to execute the civil works. The Recipient’s Technical Representative’s (Consultant’s) role comes into effect after signing the MoU, and after the Recipient, being their Client, has signed the Client & Consultant Service Agreement. At this point, he emphasized the need for all recipients to choose the same Consultancy Firm, and preferably COWI, to be able to benefit from economies of scale and to assure quality standards. DANIDA has very strict rules and criteria for quality of works and these will have to be adhered to.

- *Recipient Legal Representative*

This is the person who will speak on behalf of the Board of Trustees of the Diocese in all formal relationships. This requires formal (legal) appointment to prove that he is a delegated signatory who has been given the powers of attorney. Nonetheless, the letter (or affidavit) should spell out clearly which acts are delegated. It should also state that what is not mentioned is not included to limit the delegated powers to the frame of the MoU.

- *Contractor*

This is the construction firm that will execute the civil works. The contractor will be identified through a tender process managed by the Recipient's Technical Representative. The latter will recommend the contractor based on good reputation and best quality / price bid. He also clarified the importance of appointing one single contractor to execute the works again to realise the required economies of scale.

Dr. Giusti went on to review the process that needs to be implemented once the Memorandum is signed. He explained the logical summary of the "mutual obligations", including the "does and don'ts" implied by articles 3.1 to 3.19 of MoU:

- the legal representative needs to provide all the maps and site plans necessary
- provide evidence of land title,
- assure the land is cleared from current occupants and compensate occupants in case they exists
- ensure unencumbered access to construction site,
- avoid issuing direct instructions to the Contractor,
- to always make points through the own Recipient Technical Representative.

He explained that the process would further include:

- appointing of one single Recipient Technical Representative (Consultancy Firm / Construction Consultancy Engineering Firm)
- signing the Client & Consultant Service Agreement
- providing written comments upon reception of the drawings from the Recipient Technical Representative within 14 days from reception
- approving the tender documents and give, within 14 days, from reception a written authorisation for the Recipient Technical Representative to proceed with the tender process
- appoint a contractor after receipt of the advise of the Technical Representative
- participate in the site meeting,
- receive the liabilities of the project once the construction is completed according to the specification and to the owner's satisfaction.

He also elaborated the obligations of DANIDA as per article one of the MoU: to pay on quarterly basis to MoH as well as assisting the MoH to fulfil its obligations through Technical Assistance and facilitation of the work. The obligations of the MOH subsequently consist of: to appoint its own Technical Representative and mandate him to attend site meetings, open a project account, receive funds from DANIDA, secure approval of plans, disburse them on request of Recipient Technical Representative, and account for the funds to the contractor and the Consultancy Firm, contractor, and finally pay VAT.

Dr. Giusti informed the participants that under the project one class room block, one block with administrative offices and demonstration room and one dormitory block would be realised for each school. Originally two dormitory blocks had been foreseen but the available funds did not suffice for this. He reminded all that existing buildings were not considered suitable and worth of rehabilitation. So, he reinstated the intention of project is to improve the conditions of the school, not to extend the size.

Dr. Giusti concluded by re-affirming the need of ONE single powerful technical representative who can, on behalf of the five beneficiaries, emphasise the standards and manage the complex process . He informed members that COWI is the best candidate Firm for this as it has the experience in working for DANIDA and has done all the preparatory work for the project so far. COWI's appointment does, however, imply acceptance by the MoH, DANIDA and the beneficiaries / recipients. .

He reaffirmed that the present MoU was the result of a lengthy consultation process through which MoH, DANIDA and the Bureaux had agreed on the described roles and responsibilities of each party. He sincerely hoped that he had enabled all to understand the complexity and that the Dioceses and Schools would be able to accept and endorse the tripartite Memorandum of Understanding.

### **2.3. QUESTIONS AND ANSWERS AFTER THE FIRST TWO PRESENTATIONS**

Chaired By Rev. Benon Baguma, Member of the Board of Governors, Kagando Hospital.

1. How should we understand article 3.3 which states that the Recipient has to appoint technicians for the site? Who are these technicians and who is responsible for their payment, when and how can they start to do a follow up?

These are technicians, for instance the electrician and plumber of the beneficiary school, who are assumed already to be employed by the hospital. The HTI / hospital will be responsible for their pay but, while they are on the building site the contractor will be responsible for their training and safety. The idea is that, by training them from the start of the works, they will be capable for the maintenance of the buildings after completion. The Consultancy Firm will prepare operational manuals but these cannot replace practical / hands-on knowledge and experience with the technical details.

In the event the hospital has outsourced all maintenance work, it is possible to appoint hired staff for this and they can also be trained if they are only part-time workers for the hospital.

2. Is the money not affected by present inflation for all this period of delay?

The money is currently in Danish Kronen not US dollars and it is hoped that the devaluation of the USD and inflation will have affected it less.

3. Who exactly are the Trustees?

It was clarified that it meant the Trustees are the legal representatives of a Body Corporate. The Dioceses are legally recognised under the Incorporation Act, as a Body

Corporate. Simplified one could say that the Trustees of Kabale Diocese are they are the legal owners of all the institutions of the Diocese. In most case the Ordinary of the Diocese, the Bishop. is the Chairperson to the Board of trustees and thus the person to sign, in the name of the Board, all documents with legal implications.

4. Is it possible to draft simple letter to appoint the recipient's legal representative? This is possible the key issue is to describe clearly which mandates are assigned to the legal representative, as well as how these are limited.

5. Can one Legal Representative represent two institutions? Kabale is the only diocese which owns two of the schools. This means that one MoU will cover the works for the two schools and one legal representative can speak for the two<sup>1</sup>.

6. Will there be a formal communication from the MoH to various districts concerning civil works to avoid district interruptions? Article 2. 3 states that the Ministry will, seek approval for the plans from Government of Uganda's Chief Architect of the Ministry of Works and Transport. This clause will enable the Consultant and the Contractor to refer to a higher authority. This will allow to avoid district interruptions.

7. Who will be responsible for the supply of electricity, water, etc, for the construction? The construction firm will be responsible for all utility supplies during construction period. If the contractor uses the hospital supply systems he will put meters and reimburse the hospital.

8. Should the old buildings be written off since they cannot be renovated? The renovation possibilities depend on individual school and whether you wish to do so is your own decision. On the other hand, the needs assessment concentrated on key buildings but other facilities will be needed to answer to Enrolled Comprehensive Nurses (ECN) curricula requirements. Think of library and computer room for instance. What should not be done is increase the number of students enrolled annually. This was agreed during the meeting last May when the conclusions of the needs assessment and the first plans were presented. Some schools are already enrolling more students in spite of this agreement.

**NB.** Dr. Giusti concluded this session by expressing his concern that only one representative of a Board of Trustees is present. He impressed on the teams of the other HTI's to assure that their Board of Trustees gain full understanding of the proposals and content of the agreements.

---

<sup>1</sup> A later question concerned the possible difficulties of having only one legal representative as the schools are far apart. The advice given was to maintain one MoU and one Client & Consultant Agreement but to state in both who will be the legal representative for each site. .



**2.4. REVIEW OF THE AGREEMENT BETWEEN THE RECIPIENT AND THE TECHNICAL REPRESENTATIVE, CONSTRUCTION CONSULTANCY FIRM**  
Mr. Peter Otteskov of COWI

Mr. Otteskov first explained how he had been involved in the project from the time of its inception. As such he had participated in the needs assessment for each school and the development of the proposal of May 2006 (see outline construction drawing presented the). Before starting his explanations of the contract he compared the key definitions used in the Memorandum of Understanding to those used in the Client & Consultant Service Agreement:

- The Recipient / Diocese becomes the Client
- Recipient's Technical Representatives becomes the Consultant and the proposal is that this be COWI Uganda Limited.

He then outlined the contents of the Client & Consultant Model of Service Agreement and explained the other definitions. The Agreement consists of Actual Agreement, the General Conditions, the Particular Conditions, and the Annexes. He reviewed the time of commencement of the civil works, completion of the construction work, the scope of service, client's input, the development proposal of May 2007, remuneration and payment of the Consultant, on receipt of invoice, through the MoH.

Mr. Otteskov then extensively explained the way forward. It includes the following steps and decisions:

- Signing of the Consultancy Agreement. It is of great importance that this agreement be signed by the middle of September 2007, to ensure that the construction works can be finalised before the end of UHSPS III.

- The client has to appoint the legal representative. This should be the same legal representative as the one appointed by the Board of Trustees for the MoU, e.g. one Legal Representative for the entire construction process per school.
- Standardised design of all six schools before the work commencement to assure quality;
- Site visits to all six schools to confirm previous data including the ownership of the land and respond to any queries regarding design feasibility
- Design forwarded by the Consultant to the Client and approval of the design by the Client;
- Preparation and presentation of the tender documents to the Client. These should also cover the issues like: methods of tender, measures to benefit from economies of scale, the need to identify one contractor for all six schools to ensure quality of works. Here he elaborated that COWI is investigating possibilities to work with sub-contractors to enable local contractors to participate in the work.
- Approval of the tender documents by the Client;
- Tendering and evaluation of returned bids
- Negotiations and appointment of the contractor by the Client, assisted by the Consultant. The client enters into a separate contract, with the contractor agreed upon, through the Client's Legal Representative;
- Construction period executed under full time supervision by the Consultant's Clerk of Works who remains on site, regular visits of the technical experts; and monthly site meetings attended by Client's legal representatives, the contractor, the clerk of works, the technical experts of the consultant, the MoH Technical Representative;
- Commissioning and taking-over of the buildings;
- The defects liability period during which the contractor is still responsible for any construction problems appearing;
- The "closing out" then follows the end of the defect liability period.

Mr. Otteskov concluded with an overview of the reports the Consultant is to deliver. These include: the tender evaluation report, quarterly progress reports and minutes of the monthly site meetings. He expressed his wish that the explanations would assist the owners to understand the agreement and sign it at the same time as the MoU or soon afterwards. He reminded all the works should really start now if all the construction works are to finish before June 30, 2010.



## **2.5. QUESTIONS AND ANSWERS REGARDING THE CLIENT & CONSULTANT AGREEMENT.**

Chaired Rev. Canon Benon Baguma, Member of the Board of Governors, Kagando Hospital.

1. What is the role of COWI? And why do all six schools have to choose the same Consultancy Firm and same Contractor?

The Consultant's, e.g. COWI's, role is to ensure that money is properly utilised and the end product is really of good quality / value. To this effect you need experts for the design and verification of the works. If each school selects their own consultant the costs for the technical expertise will be higher but most of all it will be very difficult to coordinate the project and assure quality. The quality criteria of DANIDA are high and it has the end responsibility to ensure that the money from Demark is used to get good value.

In the case of the contractor: if the same contractor does all the buildings he can buy the materials in bulk and his staff will gain experience rapidly to assure the required quality. COWI is aware that local contractors may be resentful because they cannot participate. For this purpose the possibilities of sub-contracting are being investigated.

2. Who should attend the site meetings?

All key parties need to be represented: client / recipient, consultant, contractor, and MoH. The Recipient is free to attend with as many persons as they like, but only One should speak in its name. This has to be the Legal Representative appointed by the Board of Trustees. This is because it is essential to avoid contradictory statements as well as to give the contractor openings to play the opposing parties of against each other.

Dr. Giusti stressed that this means the "in house" parties should make sure that they reach consensus on the issues before the site meetings. He explained the option of installing a Building Committee for this purpose.

3. Kindly explain the Recipient / Client Legal Representative better. If you take it literally it seems to refer to a legal expert.

Kindly be referred to definition five in the annex of the MoU. What is meant is a person appointed by the Board of Trustees, of the Diocese owning the HTI, who is to represent the Owner in the project. This person has to be formally given the powers to decide in all issues pertaining to the project and to sign legal documents in the name of this Board. These powers of attorney can be given in a simple letter duly signed by the Chairperson. Or it can be done legally through an affidavit co-signed by a notary.

4. We feel uncomfortable with the rule that the Client is not allowed to give instructions to the contractor. How can we then address planning and construction issues?

The issue is not that you cannot give any instructions, but that you can only not enter into a direct dialogue with the contractor. Any issues that need attention are to be discussed with your Technical Representative (e.g. the Consultancy Firm / COWI you contract

through this agreement). There has to be one clear channel of instructions / clear authority if quality is to be assured and disputes between the parties avoided. If a dispute arises, between you and the Consultancy Firm, and it cannot be resolved amicably, clause 7.1. provides for arbitration.

If the local parties wish to ensure that all their concerns are taken into consideration the above proposed Building Committee is a good way to facilitate this. This Committee can discuss and prepare all decisions with the Legal Representative who, in turn, then discusses the issues with the Technical Representative and with all parties during the site meetings. The key principal to uphold is that there is one clear voice who speaks for all the Recipients parties.

Dr. Giusti added that all should realise that the building site is the responsibility of the contractor once he has signed the contract with the Recipient / Client. From then on staff of the Diocese and hospital / HTI can only enter the site when given permission by the contractor, e.g. it is out of bounds unless expressly allowed.

5. What if one Hospital / HTI cannot finalise all requirements by the date agreed for signing?

Most likely the school that delays to submit the requirement will lose the project as it may have to be dropped out because further delays in the project cannot be condoned. The funds falling free in this way could be re-allocated to the other schools, as far as DANIDA is concerned.

6. Will the money be enough to schools located very far like Mutolere given that each every school is given the same amount of money?

DANIDA and COWI are aware of the effects of the distances. It is hoped that by working with one contractor and using all the economy of scale possibilities each school can benefit to the same extent.

7. What if the school has to be relocated to cater for these new buildings? Will there be funds to build the other buildings on the new site?

There will be some funds for minor repairs to existing structures but not for complete relocation. It is important to consider relocation very well as it has many implications. As far as the information from the preliminary visits indicates complete relocation is rarely required. If some relocation is needed the distances are often not that big that relocation of all the schools buildings is required.

At this point Ms Marieke reminded members of the need to have master plans for the infrastructure development. This can assist in assuring effective use of the land and logical flow of staff, patient, and students.

8. What is the meaning of COWI?

It is a firm which has worked with DANIDA but the origin of the acronym has been lost in the course of changes in the directors.

9. What if we sign this agreement and the MoH has not yet signed the MoU? We have no money to pay COWI but the contract says we are responsible for the payments? Why can the money not be given to the recipient so that it pays and the risks due to delays at the level of MoH are avoided?

The MoH is the implementer of the project and thus DANIDA has to release the funds to the MoH. In turn the MoH will then pay the consultant and the contractor. The recipient will receive and approve the invoice but the MoH has to pay as stipulated in the MoU. The additional reason to do it this way is that the MoH has to pay the VAT claims on all invoices. This has to come from the overall MoH budget otherwise the construction budget will be reduced by 1 million USD.

DANIDA is very aware of the issues and, as it has to release the money, it will assure the Recipients are not exposed to the potential risks in this clause of the Client & Consultant Service Agreement.

10. When are we likely to receive the new buildings?

If the Agreements are signed by mid September, the best estimate is that constructions will start by March 2008 and all will have to be finished by June 30, 2010. The first step is to elaborate the detailed drawings and bills of quantities.

11. Is it possible to make adjustment and provide more classrooms instead of the dormitory block to Nyakibale as there is a donor willing to fund the construction of school hostels?

DANIDA will require a certain degree of uniformity and recognition of its contributions as part of its accountability. What will be feasible within their criteria is not certain but large differences may not be allowed. You will have to agree among the internal parties of the hospital what your priorities are and “design” the ideal school in your situation. You will then have to negotiate also with the other donor.

12. Is there possibility to adjust the surveyor plan in relation to the administration block?

Adjustments to the surveyor plans might be possible but then at your own expense. You will have to assure that your planning is appropriate and agreed with all concerned.

13. Is the presented Memorandum of Understanding the final document, or we can make more adjustments?

Major / substantial adjustments are not possible as this version has been approved by the Attorney General and is based on what is maximally feasible given the constraints of the main parties to the MoU. If the adjustments are immaterial, e.g., corrections of typographic errors, etc. this is possible. The Bureaux urge the parties to accept the MoU as it stands to avoid further delays.

14. Will the amount mentioned in the Memorandum be sufficient for the construction component and the bursaries / recurrent cost support to our school?

The amount mentioned only pertains to the construction part of the DANIDA project for your school. The recurrent budget support is the other part and it has a separate budget.

Lastly the chair person expressed gratitude to the presenter and the participants for all that have been done to clear their queries.



## **2.6. ADDITIONAL QUESTIONS AND ANSWERS AFTER THE GROUP DISCUSSIONS**

Facilitator Ms. Marieke Verhallen Technical Assistant to UPMB and UCMB for the MoH-HSPS III Support to PNFP HTI Project

Chaired by Dr. Jerome Mugisha, Medical Superintendent, Mutolere Hospital.

The participants discussed the two agreements in groups per hospital to review them from the perspective of the explanations and the answer to the first rounds of questions. The objective was to detect whether un-clarities remained and / or they needed more clarification to enable them to explain the documents at home.

A number of additional questions were identified but unfortunately Mr. Otteskov could not be present during the afternoon session to answer these. Here below we first present the questions and answers provided by the Medical Bureaux, Executive Secretary and Technical Assistant. The questions that could not be answered by them were followed up and answered in a letter sent to the six schools on August 12, 2007. To be complete these answers are repeated as well.

### **2.6.1. Questions answered in the afternoon:**

1. Is there a need to bring a copy of the delegation of the power?

Yes, this is quite necessary.

2. Should the legal representative be near the site in order to supervise the work?

This will certainly facilitate communication. On the other hand the distances are not too large if the legal representative has to be someone from the diocesan headquarters.

3. Who should be regular participants of the site meeting?

Members resolved to formulate a Building Committee with technical know-how, to discuss and forward comments through the Legal Representative. S/he should explain all that is decided together in the site meetings and to the Board of Trustees.

4. Who facilitates the Client to attend the site meetings?

The fact that the site meetings will be inside the construction site, it is more likely that the consultant will provide things like sodas. The travel costs will be the responsibility of the Client / beneficiary. The costs of the MoH representatives are covered by DANIDA as stated in article 2.4 of the MoU.

5. Who will meet the costs of the making site plan for the schools that do not have one?

The school has to provide whatever plans exist. You may possibly check in the archive. We will inquire whether these plans have to be detailed.

6. Is there a guarantee that the project will not be delayed any more?

Delays have been caused by designing the MoU which took the longest time. So, the implementation will start as soon as the recipients sign the Memorandum of Understanding with the MoH and DANIDA and the Client & Consultant Agreement with COWI. Dr. Giusti added that, to avoid further delays it will be important to explain all the arrangements and the content of the two agreements very clearly to the Board of Trustees, certainly to those who are not represented here. The ball is now in our court: the sooner the two agreements can be signed the sooner the works can be started.

7. Why is the MoH not present at this meeting? It is very likely that it will cause the delays if we consider the experiences the release of the Primary Health Care Conditional Grants (PHC-CG) to the PNFP health units?

DANIDA being a key Development Partner of the Government/MoH, it is hoped that they will take extra care to release funds regularly and timely. In addition, the delays in releases of the PHC-CG most often are due to District and / or Ministry of Finance delays, not of the.

Secondly this meeting was meant to enable you as the Recipients / beneficiaries to understand and MoU and Client & Consultant Agreement and be able to discuss the issues pertaining to your institutions freely in preparation of signing. On the day that the MoU and Agreement will be signed the Ministry representatives will be present.

8. What is the way forward for the running costs for instance teaching equipments for the schools?

The issue of funding new teaching equipment and materials for these six schools is still on the agenda of DANIDA programme.

2.6.2. Questions answered in the letter of August 12, 2007

The following text is copied from the letter.

1. Concern regarding Clause Four of the Actual agreement of the Client & Consultant Model Service Agreement:

See the seventh page of the document as well as clauses 30 and 31 on page 9 of the General Conditions chapter.

Your concern was that these clauses hold the Client (the diocese) responsible for payment while no funds will be transferred to the Client nor does the Client have the reserves to

pay, if the MoH does not abide by its responsibilities according to Memorandum of Understanding.

The reply from COWI is: Clause Four of the Client & Consultant Services Agreement cannot read differently as it is the agreement between the Client (diocese / owner of the HTI) and the Consultancy Firm. The other parties involved DANIDA and the MoH, are not, and cannot be, party to this agreement. However, all concerned know that the payment is to be assured by the MoH from money received from DANIDA. The MoH is required to open a bank account to this effect. DANIDA will always be informed of any requests for payments and thus also of any delays occurring. Thus DANIDA will be the back stopper to all payments.

The MoU between the three parties (DANIDA, MoH, and Recipient-Diocese) clearly covers all these aspects and COWI is fully aware of the contents of this MoU.

In the event that non-payment occurs the Client will first of all contact the MoH and DANIDA referring to the clauses stipulated there.

The event that the Consultancy Firm will hold the Client liable for on payment is thus highly unlikely.

As the Bureaux fully understand your concern we have included this concern in our letter, informing the MoH and DANIDA that the concerned HTI could be ready to sign on September 7, 2007 (see copy of this letter dated August 9, 2007 sent to each HTI). In the letter we requested DANIDA to resolve the issue through a correction in the MoU, in the agreement, or through another action as is most appropriate and feasible.

2. What if one Hospital / HTI cannot finalise all requirements by the 7<sup>th</sup> of September?

The answer to this question is that it is not very likely that one Hospital / HTI will be enabled to sign the MoU and Client / Consultant agreement separately later.

If, after first discussions with the Board of Trustees and / or Board of Governors, it proves that you might not be able to finalise all the requirements, please contact your Medical Bureau immediately.

Depending on which requirement cannot be met on time we can discuss with COWI and / or the MoH-DANIDA team whether this requirement can be finalised later.

However, we do urge all teams to do your utmost to finalise all the steps before the 7<sup>th</sup> of September. Further delays of the project have to be avoided if the constructions are to be realised before the end of the HSPS III funding period.

3. What if no detailed site plans of the HTI plot exist?

A more general map of the site may suffice. It is important though to establish where electricity lines and / or sewage pipes have been laid to avoid unwanted delays during the construction period.

4. What if the land title deed only indicates the plot of the hospital / parish in general?

This will not be a problem as long as the site on which the new buildings are to be built is covered by the title deed held by the Diocese / Owner of the Hospital / HTI.

5. Kabale: as the two Schools are so far apart it is preferable to have two different legal representatives. Does this mean that two separate Memoranda of Understanding and two separate Client & Consultant Agreements need to be signed?

Having two separate MoU's and two separate Client & Consultant Agreements is not advisable as it will undoubtedly complicate matters. A different legal representative per site is possible as long each has a clear power of attorney for the site the legal representative is responsible for.

6. Can the legal representative, appointed by the Board of Trustees, sign the MoU and Agreement, in the event that the Chairperson of the Board of Trustees is not available on the date that the Memorandum and Agreement have to be signed?

This is possible as long as the power of attorney is issued beforehand and clearly states this act as part of the responsibilities that have been delegated to the legal representative in questions.

## **2.7. POINTS OF ACTION AND MILESTONES IN THE PROCESS OF EXECUTION OF THE CIVIL WORKS FOR THE SIX PNFP HTI**

Mr. Edward Ssebbombo, HTI Coordinator UPMB

Mr. Ssebbombo's presentation first listed the milestones of the process of the civil works:

- Signature of tripartite MoU predicted to occur around 6-7 September 2007
- Signature of the Client and Consultant Service Agreement, e.g. the appointment of the Client's Technical Representative, on the same day or soon afterwards
- Signature of contract with Contractor, after the tender process
- Execution of works to completion
- Issuance of Taking over certificate by Recipient Technical Representative

He then focused on what each HTI needs to do between now and the day the agreements are signed, with caution to members to observe the time frame to avoid jeopardising the progress for all beneficiaries:

- Explain what has been discussed and the content of the MoU and Client & Consultant Agreement to the respective Board of Trustees, or Bishops, Board of Governors, and Management Teams members and make sure that their understanding is aligned with the given explanations;
- Send in questions that cannot be answered locally so as to guard against any query that may occur on the day of signature;
- Request the appointment of the Recipient Legal Representative by the Board of Trustees;
- Obtain the delegation of Powers of Attorney to the selected Legal Representative, from Board of Trustees;
- Procure and provide evidence of the title of ownership of the land where the buildings will be erected;
- Provide the site plans of the building site place within the specified period;

- Clear the land where the buildings will go from all encumbrance
- If necessary, assure that occupants, who are to move off the site, are compensated and have moved before the works are to start;
- Appoint the technicians to be trained for maintenance.

He also reminded members that during the execution of works the building site will be fenced hence it will be out of bounds to all except the delegated Legal Representative and the Technical Representative on behalf of the Client / Beneficiary.

Mr. Ssebbombo pointed out the importance of appointing the Recipient Technical Representative to assure professional execution of all aspects of the civil works (architect design, bills of quantity, tender documents, prepare and evaluation of the bids, supervision of the construction, etc) and effective management of the entire process. He informed them that signature of the Contract with the Construction Firm will be the last prior step that will follow the tender process and identification of the most suitable Contractor. He clarified that after signing the contract with the Contractor most of the activities will take place during the site meetings and every site meeting constitutes a small milestone towards the completion of works.

He noted that, at the completion of works, Recipient Technical Representative will issue the taking over certificate which will indicate that the Client can accept the new building and mark the restitution of the site.

Mr. Ssebbombo concluded by asking beneficiaries to comply and observe the time frame agreed to assure that the works can now start and be finished on time.

## **2.8. QUESTIONS AND ANSWERS REGARDING THE POINTS OF ACTION AND MILESTONES DURING EXECUTION OF THE CIVIL WORKS.**

Chaired by Dr. Jerome Mugisha, Management Team Mutolere Hospital

Dr. Mugisha thanked the presenter and invited participants to ask questions to verify their understanding in preparation of signing the agreements.

1. In Jinja Diocese the Bishop is not the Chairperson of the Board of Trustees. The Chairperson and two other members will not be in the country until after the 23<sup>rd</sup> of September. Who can sign in this case? what can be done?

Bishop was advised to seek advice from the legal advisor. However the Executive Secretary added that it should be possible that the Bishop signs in the name of the Board of Trustees.

2. What can be done if the title deed has been misplaced and cannot be found in time for the signing the agreements?

The option is either to visit the district land office or get a certified copy from the land office. Without proof of ownership of the land DANIDA cannot accept the school for the project as it has to be certain that the constructions will be used as intended.

3. What is the role of the Medical Bureaux in this project?

To assist the beneficiaries up to the time of signing the agreements because then the execution responsibilities will have been assigned and accepted and all the work will be done locally. However, UPMB and UCMB will continue to liaise and coordinate among the schools, and between the schools the other Partners to the agreements. The aim will be to assist the smooth implementation (for instance follow-up on VAT payments etc.). This does demand, though, that the schools keep the Bureaux informed of the developments.

4. What is going to happen for the activity/work adjacent to the site of construction?

It is only the site of construction that will be out of bounds.

**2.9. GROUP WORK SESSION: PLANNING PER SCHOOL TO ESTABLISH WHETHER THE DATE FOR THE SIGNING THE TWO AGREEMENTS IS FEASIBLE.**

Facilitator Ms. Marieke Verhallen, Technical Assistant to UPMB and UCMB for the MoH-HSPS III Support to PNFP HTI Project

The Bureaux would like to propose the dates of 6 or 7 September 2007 for the signing of the Memorandum of Understanding and the Client & Consultant Service Agreement. Do the Teams, present for each HTI, think that it will be feasible to be ready, e.g. have fulfilled all the requirements, by those dates?

This was the key question for the groups per Health Training Institution. The aim of the group work was to discuss and determine how and when each school will be able to finalise the requirements. The participants were grouped per school, Hospital, or Diocese, to discuss and agree on the points of actions in preparation for the signing of the agreements. To assist them they were handed a list of the actions to fill the dates of the deadlines and the person responsible.

Each group submitted their planning. Only one HTI, Nyakibale doubted whether they would be able to finalise all the requirements on time. Their main questions were added to the list to be followed up with COWI (see above questions answered in the letter of 12<sup>th</sup> of August.

In conclusion Marieke urged the participants to forward any comments, questions, obstacles met, as well as the required information as soon as possible.

**2.10. REMINDER OF KEY ISSUES DECIDED IN MAY 2006.**

Ms. Marieke Verhallen, Technical Assistant to UPMB and UCMB for the MoH-HSPS III Support to PNFP HTI Project.

Ms. Verhallen explained that to conclude the Bureaux wished to remind the participants of what was agreed upon by the six PNFP in May 2006. The need for this stemmed from the realisation that some schools seem not to adhere to these decisions.

The main issue is that the new buildings are intended to improve the quality of the schools not to increase the enrolment. The reason that an infrastructural component was

added to the project was that the infrastructural requirements for ECN training are much higher than what is available on the ground. The needs assessment though indicated that in each school the main functions required new buildings as the old ones could not be rehabilitated. Realising that the old buildings still might serve some purposes we all agreed in May 2006 that they should then be given other functions required for ECN training and not be used for extension of the capacity. However, the latter is exactly what some schools are doing. They are increasing the annual enrolment and motivating it with the argument that they are going to get more space for these students when the MOH-HSPS (DANIDA) construction project is realised.

She gave an overview of what had happened since May 2006 in relation to the quality indicators, set by the Education Standard Agency (ESA), of the Ministry of Education and Sports (MoES). She asked the Principal Tutors whether they have copies of the quality indicators, support supervision, and self evaluation documents written by ESA in collaboration with MoES and EU-HRDH. As nearly all indicated that they did have these documents she urged them to read them and know the content for future inspection.

Ms. Verhallen listed the main quality indicators: Tutor / Student ratio, the minimal criteria for the size of the class rooms and the dormitory space. She showed how these indicators per school compare to the number of students enrolled for the same schools. The conclusion was evident: the schools are over-enrolling compared to their actual capacity. The Board of Governor Members and the Hospital Managers present were requested to adhere to the training quality indicators. Ms. Verhallen stressed that students should not be seen as a source of income for the hospital / school. If quality of training is to be ensured adding to the number of students' enrolled demands additional investments in school and hospital. She singled out the issues of tutors: all schools have a tutor / student ratio that is way above the norm. How can we assure quality of training when we do not have enough tutors?

Ms Marieke concluded by explaining that, according to the National Strategic Plan for the Development of Human Resources for Health, the number of training places, for Nurses and Midwives, may possibly need to be downsized. On the sad note, she added that the schools that are over-enrolling now complicate the dialogue and may endanger the survival of their own school or that of their sister schools. She therefore cautioned the participants to put quality of training on the top of their agenda, if they wish to survive.

## **2.11. QUESTIONS, ANSWER, AND DISCUSSION RELATED TO THE DECISIONS OF MAY 2006.**

Chaired by Dr. Jerome Mugisha, Medical Superintendent, Mutolere Hospital

1. How can the schools confirm to the requirement of the ESA? How can we deal with the inspectors of the schools who come unannounced and with the checklist which is not revealed to principal tutors? They rate then inform us that the schools scores too low, among others because we do not have a separate school accountant and Board of the school, etc.?

The principal tutors should tell the inspectors that the school is an integral part of the hospital hence it is governed by the Board of Governors of the hospital. The same applies

to services like administration: in most cases the hospital accountant takes care of the books of the school. Secondly, to create awareness that we are of the opinion that vocational training is inseparable from the hospital as theory and practice have to go hand in hand.

The key issue is that you should be able to show that governance and management are well covered, though differently from the way the MoES people are used to. In all cases, this does, however, mean that it is imperative that the HTI be able to account separately and in detail for its activities and for the use of the resources. This is the reason why the Bureaux have been insisting on comprehensive annual reports of the HTI and setting up the school as cost centre in the hospital accounting system.

2. Why should the inspectors come over the weekend? Do we have to accept this?

The best way to react to such practices is to reply politely that the persons they wish to see are not available. You could condone it for once but then clearly indicate that a next time this will not be possible.

3. Can the Medical Bureaux address these issues with the MoES and ESA?

The Bureaux can, now that we have HTI&T Coordinators, take issues up with the authorities if the majority, of the schools, wishes us to do so. In most case we are not aware and only individual schools inform us after the facts. The best way forward is that you formally write to the Ministry Office concerned and copy this letter to the Bureau. When we receive several of such letters we can formally contact that office and ask for clarifications and clear directives for the future. This approach works very well for instance for the PHC-CG releases. A practical example is the present inspection round. If a number of schools would formally write to ESA Director and request a copy of the criteria and of the report of the visit to their school, copy it to the respectively UPMB or UCMB, then we can follow it up.



### **3. CONCLUSION AND CLOSURE**

The chairperson extended the vote of thanks to all the presenters and for all that was done during the day in order to move the project forward. Lastly he invited Sr. Catherine to make the concluding summary and say the closing prayer.

In her concluding remarks, Sr.Catherine indeed thanked the participants for their good turn up. She related the adequate representation to achievement of the objectives. Those were to make the beneficiaries' representatives understand and able to explain, to others, the MoU and Client and Consultant Service Agreement that will be signed between the different parties in view of implementing the construction works for the six schools. She reminded all that these constructions were not an aim in themselves but that they are to improve the quality of the training of Nurses in these schools. Sr. Cathy stressed the importance of having agreed the points of actions in the process of execution and the deadlines to ensure that all five Owners / Recipients will be bale to sign the Memorandum of Understanding and Client & Consultant Agreement at the earliest date possible. The actual works can then be started on time to realise them before the end of the implementation of the third Health Sector Programme Support.

Finally she wished all a safe journey home and led the closing prayer at 4. 40 pm

### **4. RECOMMENDATIONS**

The following are recommendations proposed during the meeting and which the Bureaux concluded from the discussions.

A. Installation of a Building Committee to enhance participation of the major internal actors.

As both agreements clearly, and correctly, indicate that there should be only one spokesperson for the hospital / HTI in the communication between the Consultant and the Client and the Client and the Contractor, and based on the experience of others, the representatives of the six schools recommended that the Board of Trustees install a Building Committee. This internal Committee should be composed of representatives of the main internal stakeholders (Board of Governors, Management Team, and HTI team), and, if deemed necessary, an external expert on construction and / or on HTI operations. The role of the Building Committee is to advise the Legal Representative (hospital/HTI spokesperson) on all issues related to the civil works and HTI operations to ensure that the decisions, taken by the Consultant (Recipient's Technical Representative) and /or Contractor are taken in full knowledge of the local needs and views. The Committee will meet at least once before each next step (decision regarding the technical design, the tender procedure, the approval of the tender bid / award contract proposal, and signing of the contract with the contractor) is taken. Later it should meet at least once before each site meeting to advise on the issues to be discussed during the site meeting. The Committee should meet more often if needed.

B. Selection and appointment of a Legal Representative residing near to the site.

In view of the fact that the Recipient's Legal Representative will have to be able to follow the civil works and may need to be available at short notice, the six teams recommend that the person, to be appointed as the Legal Representative, be selected from the Diocesan or Hospital representatives residing near to the hospital / HTI.

C. Content of the Power of Attorney.

From all the discussion the Bureaux deducted that it would be of assistance to provide more details regarding the content of the power of attorney for the Legal Representative for each site.

First of all: it is at the discretion of each Board of Trustees to decide whether the Power of Attorney will be issued as simple letter, or as a legalised document witnessed by a notary (an Affidavit).

In either case, we recommend that this document spell out what the Legal Representative is to be responsible for. It should also clearly state that what is not mentioned in the document is therefore not included in the mandate of the person.

The main tasks to be mentioned are:

- Sign the tripartite Memorandum of Understanding (if this is to be delegated)
- Sign the Client & Consultant (i.e. the Recipient's Technical Representative<sup>2</sup>) Model Service Agreement (if this is to be delegated)
- Study, request clarifications / present comments, and approve, in writing, the design / technical plans developed by the Consultant / Recipient's Technical Representative within a period of 14 days
- Study, request clarifications / present comments, and approve the tender documents proposed by the Consultant / Recipient's Technical Representative in writing within 14 days,
- Approve payment requests to be submitted to the MoH by the Consultant / Recipient's Technical Representative and Contractor
- Study, request clarifications / present comments, and approve, in writing, the recommended 'Award Contract' proposal of the Consultant / Recipient's Technical Representative
- Sign the contract between the Recipient and the Contractor after the acceptance of the Recipient's Technical Representative's 'Award Contract' recommendation
- Attend all site meetings and convey instructions/(advise) of the Recipient's Building Committee during these meetings
- Maintain close contact with the Consultant / Recipients Technical Representative
- Consult the Building Committee before each decision, approval of documents, or signature of contract
- Handle all other matters related to the civil works for the MoH-HSPS III project.

Nota Bene: do not forget to mention in the Trustees' delegation letter (or affidavit) that "whatever is not mentioned is excluded from the powers delegated"

---

<sup>2</sup> Kindly be referred to the definitions in MOU

## ANNEX 1

**PNFP Health Training Institutions  
MOH-HSPS III support to PNFP HTI**

**August 7, 2007**

**Explanation Workshop MOU and Consultancy Agreement for Construction works in six HTI**

### List of Participants

	Hospital / Name	Function / Post Held	Address	Telephone	Email address
<b>1.</b>	<b>Kagando</b>				
	Rev. Benon Baguma	Project Director	Private Bag, Kasese	077-2-425150	<a href="mailto:karudec@yahoo.com">karudec@yahoo.com</a>
	Ms. Biira Antonette	Principal Tutor	Private Bag	077-2-974587	<a href="mailto:karudec@yahoo.com">karudec@yahoo.com</a>
	Bishop Jackson Nzerebende	Chairman BOG	Private Bag	077-2-713736	<a href="mailto:srd@infocom.co.ug">srd@infocom.co.ug</a>
<b>2.</b>	<b>Kamuli</b>				
	Rt. Rev. Willigers Joseph	Bishop & Chairman BOG	P.O. Box 673 Jinja	077-2-826246	<a href="mailto:willigers@utlonline.co.ug">willigers@utlonline.co.ug</a>
	Dr. Matovu Alphonsus	C.E.O	Kamuli Mission Hospital P.O. Box 99 Kamuli	077-2-4287187	<a href="mailto:doehmatovu@yahoo.com">doehmatovu@yahoo.com</a>
	Sr. Regina Mbuliro	Principal Tutor	Kamuli MTS	077-2-360967	<a href="mailto:Kamulihti@ucmb.co.ug">Kamulihti@ucmb.co.ug</a>
	Sr. Regina Atimo	Tutor	Kamuli MTS	078-2529642	<a href="mailto:Kamulihti@ucmb.co.ug">Kamulihti@ucmb.co.ug</a>
<b>3.</b>	<b>Kisiizi</b>				
	Ms. Ester Kobusingye	Management (Member)	Kisiizi P. O. Box 109 Kabale	077-2-689851	<a href="mailto:Eastherkob@yahoo.com">Eastherkob@yahoo.com</a>
	Ms. Tumuhairwe Lean	Principal Tutor	Kisiizi P. O. Box 109 Kabale	077-2-372739	<a href="mailto:Kisiizihosp@yahoo.com">Kisiizihosp@yahoo.com</a>
	Dr. Tumwesigye Tonny	Secretary BOG	Kisiizi Hospital P.O.Box 109 Kabale	0392-700806 Or 0782-083687	<a href="mailto:tumwesigyeto@yahoo.com">tumwesigyeto@yahoo.com</a>

	Hospital / Name	Function / Post Held	Address	Telephone	Email address
<b>4.</b>	<b>Mutolere</b>				
	Sr. Inviolata Baganize	Principal Tutor	Mutolere NTS PO. Box 26 Kisoro	077-2-850544	<a href="mailto:mutolerehti@ucmb.co.ug">mutolerehti@ucmb.co.ug</a>
	Dr. Mugisha Jerome	Medical Superintendent	P.O. Box 26 Kisoro	077-2-470648	<a href="mailto:Mutolere@ucmb.co.ug">Mutolere@ucmb.co.ug</a>
<b>5.</b>	<b>Karoli Lwanga Nyakibale</b>				
	Msgr. Julius Turyatoranwa	Chairman BOG	P.O. Box 200 Kabale	077-2-682167	<a href="mailto:frjuriusturyatoranwa@yahoo.com">frjuriusturyatoranwa@yahoo.com</a>
	Dr. Joseph Baguma	Medical superintendent	P.O. Box 31 Rukungiri	077-2-673691	<a href="mailto:joebuguma@hotmail.com">joebuguma@hotmail.com</a>
	Mrs. Courtney Caiola	Acting Principal Tutor	P.O. Box 31 Rukungiri	077-2-210697	<a href="mailto:jcecaiola@hotmail.com">jcecaiola@hotmail.com</a>
<b>6.</b>	<b>Villa Maria</b>				
	Fr. Kakumba	Board Member	P.O. Box 341 Masaka	077-330423	<a href="mailto:franthonykakumba@yahoo.com">franthonykakumba@yahoo.com</a>
	Sr. Maria Gorreti Namuwulya	Administrator	P.O.Box.32 Villa Maria Hospital	077-968068	<a href="mailto:villamariahti@ucmb.co.ug">villamariahti@ucmb.co.ug</a>
	Sr. Jane Frances Namuddu	Principal Tutor	P.O. Box 32 Villa Maria Hospital	077-2-467014	<a href="mailto:villamariahti@ucmb.co.ug">villamariahti@ucmb.co.ug</a>
	<b>Other Participants</b>				
	Mr. Peter Otteskov	Project Manager	COWI Uganda	077-2-754579	<a href="mailto:plo@cowi.co.ug">plo@cowi.co.ug</a>
	Mr .Edward Ssebbombo	UPMB HTI Coordinator	P. O. Box 4127 Kampala	077-2-306369	<a href="mailto:essebbombo@upmb.co.ug">essebbombo@upmb.co.ug</a>
	Dr. Daniele Giusti	Executive Secretary UCMB	P.O. Box. 2886 Kampala	0772-486991	<a href="mailto:dgiusti@ucmb.co.ug">dgiusti@ucmb.co.ug</a>
	Dr. Sam Orach	Assistant Executive Secretary UCMB	P.O. Box. 2886 Kampala	0772-437154	<a href="mailto:sorach@ucmb.co.ug">sorach@ucmb.co.ug</a>
	Marieke Verhallen	Senior Technical Advisor	P. O. Box 2886 Kampala	0772-510575	<a href="mailto:mverhallen@ucmb.co.ug">mverhallen@ucmb.co.ug</a>
	Sr. Catherine Nakiboneka	UCMB HTI Coordinator	P. O. Box 2886 Kampala	0772-435031	<a href="mailto:cnakiboneka@ucmb.co.ug">cnakiboneka@ucmb.co.ug</a>

## ANNEX 2

<b>Explanation Workshop for MOH-HSPS III Construction Agreements Six PNFP Health Training Institutions Programme</b>
--

Date: August 7, 2007  
 Location: UCMB Board room  
 Participants: Chairpersons Board of Trustees, Board of Governors, management Teams and Principal Tutors of the Six HTI

### Objectives:

1. Assuring that all participants understand and can explain to others the Memorandum of Understanding between MoH, DANIDA and HTI regarding the HTI Recipient / Beneficiary of the construction component of the Support to PNFP HTI
2. Assuring that all participants understand and can explain to others the agreement between the Recipient / Beneficiary and the Recipient's Technical Advisor / Construction Consultancy Firm regarding the technical advisory support and accompaniment for the implementation of the construction component.
3. Agree on the actions to be completed before the MOU and Agreement can be signed.
4. Agree on the date for signature of both agreements.

Time	Subject / Activity	Speaker / Facilitator	Chairperson
8.30 – 9.00	Arrival and registration of participants		
9.00	Opening Prayer	Sr. Cathy, UCMB HTI&T Coordinator	Participant from Kagando HTI
9.10 - 9.30	Opening of the day Technical Workshop and communications of the Medical Bureaux	Dr. Sam Orach, AES UCMB	
9.30 – 10.30	Presentation: Review of the tripartite Memorandum of Understanding	Dr. Daniele Giusti, ES UCMB	
10.30 – 11.00	Questions and answers		
11.00 – 11.30	Coffee break		
11.30 – 12.30	Presentation: Review of the agreement between the recipient and the Construction Consultancy Firm And explanation of the process from now to completion as well as what the HTI can expect to get.	Mr. Peter Otteskov of COWI	
12.30 – 13.00	Questions and answers		
13.00 – 14.00	Lunch break		
14.00 – 15.00	Questions, answers and discussion continued	Dr. Giusti and Mr. Otteskov	Participant from Mutolere HTI
15.00 – 15.30	Presentation: What each HTI needs to do between now and the day the agreements are to be signed	Mr. Ssebbombo, UPMB HTI&T coordinator	
15.30 – 16.00	Questions and answers and discussion to determine how each school will forward any comments, questions and the necessary information	Marieke Verhallen	
16.00 – 16.30	Reminder of key issues decided last year	Marieke Verhallen	
16.30	Closure of the day and prayer	Sr. Cathy.	

**ANNEX 3**

**Format for Point of Actions in the Process of Execution of the Project  
Meeting of the beneficiary HTI of the HSPS-MOH support 7<sup>th</sup> August 2007**

**Points of actions in the process of execution of the project:**

**Final Deadline september1, 2007**

**Name of hospital/HTI.....**

**Person filled the form.....**

NR	Subject/Action	Person responsible in hospital	Deadline
1	Explanation to all Board of trustees and Board Members, Management team members		
2	Sending questions to Bureaux		
3	Procurement of the copy of the land title on which the school buildings are to e erected		
4	Procurement of the plan drawings of the surrounding building showing sewage pipes/water pipes/electricity cables etc. N.B assure that the site reserved also allows future logical flow of functions		
5	Assure access is granted and persons who are moved are compensated		
6	Obtain the assignment of a legal representative and this person receives a Power of Attorney		
7	Appoint two technician to follow the construction works to be able to ensure future maintenance(at least one electrician and one plumber either from own hospital team or from the organisation you have contracted for maintain work)		