



## MEMORANDUM OF UNDERSTANDING

August 22<sup>nd</sup>, 2017

This MOU is signed between Possible and America Nepal Medical Foundation (ANMF) for the purposes of medical education and professional development for Charikot Hospital for the time period 08/01/2017 -07/31/2018. This MOU shall come into effect on the date that it is signed by both parties.

Both parties of this MOU agree as follows:

1. Possible shall implement the project described in the below project brief.
2. ANMF shall award the sum US \$ 14,500 to Possible as funding to support medical education and professional development for Possible's team in Dolakha District, as outlined in the proposal attached as Annex A. All funds shall be spent within Possible's Fiscal Year 2018 as detailed in the attached project overview. Any remaining funds will be allocated only for professional development for Possible's clinical team and any associated costs up to US \$14,500. 100% of funds will be directly deposited in the Agricultural Development Bank account for Nyaya Health Nepal in Kathmandu, Nepal.
3. For the purposes of this MOU, "Force Majeure" means an event which is beyond control of a Party and which makes a Party's performance of its obligations under the MOU impossible or so impractical as to be considered impossible under the circumstances.
4. The failure of a Party to fulfill any of its obligations under the MOU shall not be considered to be a breach of, or default under, this MOU insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this MOU, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
5. Any period within which a Party shall, pursuant to this MOU, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
6. All financial documents pertaining to this project are subject to audit at any time by ANMF. Any misappropriation of funds for expenditures not outlined in

the rebuilding budget is grounds for termination of the contract and discontinuation of the financial support of ANMF.

7. Possible shall share with the ANMF all Quarterly Impact Reports, summarizing the financial documentation of expenditures and impact within two weeks of their release at the end of each quarter of Possible's fiscal year 2018 (November 15<sup>th</sup>, February 15<sup>th</sup>, May 15<sup>th</sup>, and August 15<sup>th</sup>) in an electronic format.
8. Possible will share a detailed 1-2 pg. narrative and financial report with the ANMF Board within 60 days of the end of the grant period, or no later than September 29<sup>th</sup>, 2018, detailing expenditure related to the professional development opportunities related to the grant of US \$14,500.
9. The rules and regulations of the Government of Nepal and Social Welfare Council for regulation NGOs shall be followed at all times. Possible currently holds active Social Welfare Council approval via Nyaya Health Nepal for both Bayalpata and Charikot Hospitals, attached as an Annex B.

SIGNED



RICHARD KATZMAN MD US PROJECT MANAGER  
For America Nepal Medical Foundation

9/25/2017

Date



For Possible

Mark Arnoldy, CEO

9/19/2017

Date