

## ENGLISH PARTNERSHIP CONTRACT

Partnership Contract between Doctors for Doctors & Nurses for Nurses and the Fundacion A Jean Brugger.

### INTRODUCTION

Doctors for Doctors & Nurses for Nurses, hereinafter referred to as DFD/NFN; and the Fundacion A Jean Brugger, hereinafter referred to as FAJB.

DFD/NFN and FAJB acknowledges that lack of access to health care is a serious problem in rural communities worldwide;

Recognizing the need for people in rural communities to have access to health care and education resources;

Noting that FAJB and DFD/NFN have all independently been involved in increasing access to education for healthcare students in Nicaragua;

Noting that DFD/NFN and FAJB are desirous of improving the efficiencies of their respective organizations;

Have reached the following understanding:

#### PARAGRAPH 1 PURPOSE

The purpose of this Partnership Contract is to facilitate cooperation between FAJB and DFD/NFN for project management and the sponsoring of healthcare students in Nicaragua.

#### PARAGRAPH 2 DEFINITIONS

Sponsoring healthcare students means supporting student education to become healthcare professionals in their respective fields. This includes monetary expenses, supporting student physical and mental health, and facilitating health promotion and health education in the students' community and/or rural communities in Nicaragua while the students are in school.

Acceptance of an applicant for DFD/NFN occurs in the following three stages after applications have been received,

1. Acceptance into the *DFD/NFN Candidate Interview Process*; after student(s) are selected,

2. Acceptance into the *DFD/NFN Candidate Program*; and after DFD/NFN has determined that DFD/NFN can fund the students' education,

3. Acceptance of the student into the list of *DFD/NFN Sponsored Students*.

*Candidates* are defined as applicants who have applied to DFD/NFN but have not gone through all three phases of acceptance into the program. *Students* are defined as fully accepted applicants into the DFD/NFN Sponsored Students program.

### PARAGRAPH 3 COMMITMENTS OF DFD/NFN

3. For the duration of this agreement, DFD/NFN will;

3.1 consult with FAJB to establish on, at least an annual basis, a budget for and schedule of sponsoring healthcare students;

3.2 aim to provide funding for all accepted students enrolled in the DFD/NFN scholarship program. This may include the cost of tuition, housing, food, transportation, textbooks, and health costs; whenever deemed necessary for the student;

3.3 provide all payments to FAJB on time and communicate to FAJB that payments have been provided before the deadline given by FAJB;

3.4 conduct interviews on an annual basis with FAJB for students that have been accepted into the DFD/NFN Interview Process;

3.5 provide the final decision of acceptance of a student into the DFD Student Program and DFD/NFN Sponsored Students and communicate this information to FAJB within 1 week of the decision being made;

3.6 provide funding for FAJB to complete their tasks listed below. This funding is set at 10% of total funding provided to students;

3.7 consult with FAJB to determine and address, on an ongoing basis, the evolving needs of DFD/NFN;

3.8 maintain an ongoing DFD/NFN Alumni Network of graduated healthcare professionals through the DFD/NFN Scholarship Program.

### PARAGRAPH 4

## COMMITMENTS OF FAJB

4. For the duration of this agreement, FAJB will;

4.1 consult with DFD/NFN to establish on, at least an annual basis, a budget for and schedule of sponsoring healthcare students;

4.2 notify DFD/NFN when a payment is due two weeks before the deadline of the payment;

4.3 make available to DFD/NFN, within 1 month of received payments, records demonstrating that funds transferred from DFD/NFN to FAJB have been used for their intended purposes, including receipts from each student's school;

4.4 provide monthly allowances for all students individually and keep record of these allowances. These records include student signatures confirming that the allocated student allowances were indeed received by each student;

4.5 promote the DFD/NFN program to potential candidates, in San Juan del Sur and in all communities in the surrounding catchment area agreed upon, in a non-discriminatory fashion;

4.6 collect and prepare completed applications for the DFD/NFN program from candidates applying to programs within their respective healthcare field;

4.7 accept into the *DFD/NFN Candidate Interview Process* a number of candidates agreed upon with DFD/NFN. FAJB will communicate to all candidates whether they have been accepted into the interview process or not and provide DFD/NFN with these candidates' information packages via email within a timely fashion;

4.8 arrange interviews with DFD/NFN and all candidates accepted into the *DFD/NFN Candidate Interview Process* and collaborate with DFD/NFN to organize dates and times;

4.9 conduct interviews with DFD/NFN and provide input on each candidate in the *DFD/NFN Candidate Interview Process*;

4.10 accept into the *DFD Student Program*, a number of applicants agreed upon with DFD/NFN. FAJB will communicate to all candidates whether they have been accepted for funding or not; and provide DFD/NFN with these candidates' information packages via email within a timely fashion;

4.11 arrange for the collection of profiles of *DFD/NFN Sponsored Students* including photographs, interviews, and further information;

4.12 communicate to candidates that they have been accepted as a *DFD/NFN Sponsored Student*, as well as the expectations of each student in the *DFD/NFN Scholarship program*;

4.13 provide translated letters to and from DFD/NFN and students, at a frequency of once per every six months, in a timely manner;

4.14 hold and maintain records and applications from students and candidates for a minimum of 5 years and allow DFD/NFN access to these records upon request, in a timely manner;

4.15 consult with DFD/NFN, on an ongoing basis, to assess the evolving needs of FAJB.

#### PARAGRAPH 5 CONFIDENTIALITY

DFD/NFN and FAJB collectively acknowledge that all of the activities carried out under this Partnership Contract will be kept confidential. We shall decide by unanimous agreement which information is to be shared and with whom over email, social media, or video release. DFD/NFN and FAJB acknowledge that information collected by DFD/NFN or FAJB is confidential and should not be released in social media or published in any other format until approved by both parties.

#### PARAGRAPH 6 REPORTING AND NOTICES

6.1 FAJB and DFD/NFN will have a meeting at least annually to assess and report on the progress of their collaboration. This will be carried out by a representative of each organization;

6.2 DFD/NFN and FAJB have the right to request an external audit of any financial records of funds solicited or received for collaborative projects;

6.3 All notices required or permitted under this Partnership Contract will be in writing and will be deemed duly given when delivered by courier, registered mail, email with confirmation of receipt or facsimile transmission to the addresses below or at the other addresses specified later by FAJB or DFD/NFN.

Doctors For Doctors & Nurses for Nurses  
2506 - 545 Sherbourne Street. Toronto, Ontario. M4X 1W5  
Email: [founder@doctorsfordoctors.ca](mailto:founder@doctorsfordoctors.ca)  
Phone: 1 (647) 647-4211

Fundacion A Jean Brugger  
123 St Mary's Street  
Brookline, MA, USA 02446

Email: [Vilma@fundacionajbrugger.org](mailto:Vilma@fundacionajbrugger.org)

Phone: ( ) -

#### PARAGRAPH 7 COMMENCEMENT, DURATION AND TERMINATION

7.1 This Partnership Contract will come into effect upon the signature of DFD/NFN and FAJB and will remain in force for a period of five (5) years. Note that the contract may be amended at any time in this five year period (see Paragraph 8 below);

7.2 DFD/NFN or FAJB may terminate their agreement to this Partnership Contract by giving thirty days written notice to the other partner;

7.3 DFD/NFN and FAJB will consult to determine how any outstanding matters arising out of the Partnership Contract will be dealt with.

#### PARAGRAPH 8 AMENDMENTS AND REVISIONS

This Partnership Contract may be amended or revised at any time by the mutual written consent of DFD/NFN and FAJB. No amendments or revisions will have any effect unless accepted and signed by both DFD/NFN and FAJB.

#### PARAGRAPH 9 DISPUTE RESOLUTION

Any dispute between DFD/NFN and FAJB arising out of the interpretation, application or implementation of the Partnership Contract will be resolved by amicable consultation between both organizations and will not be referred to any national or international tribunal, arbitrator or any third party for settlement.

#### PARAGRAPH 10 FINAL PROVISIONS

The foregoing represents the understanding reached between FAJB and DFD/NFN on matters referred to in this Partnership Contract and replace all prior written or oral negotiations, commitments or memoranda between them.

IN WITNESS WHEREOF, the undersigned, duly authorized have signed this Partnership Contract in duplicate in English. A representative of DFD/NFN and FAJB hereto retaining such original, each copy being equally authentic.

SIGNED AT .....THIS.....DAY OF.....2017

FOR:  
**Doctors for Doctors & Nurses for Nurses (DFD/NFN)**  
Toronto, Canada

.....  
Name: Dr. Andrew Wilson  
Title: Founder

FOR:  
**Fundacion A Jean Brugger (FAJB)**  
San Juan del Sur, Nicaragua

.....  
Name:  
Title: