

THE PARTICIPATION AGREEMENT

Hospital Participation Memorandum of Understanding

A clear framework for joining Nigeria's connected tertiary hospital network.

**Powered by the Committee of Chief Medical Directors
Born from the NCC 2021 Health-Tech Hackathon**

One ID. One wallet. Multiple hospitals.

1. Parties and purpose

This Memorandum of Understanding is made between Primed E-Health Heritage Ltd (Technology and Operations Lead) and [Participating Institution], in collaboration with the Committee of Chief Medical Directors. It establishes a cooperative framework for participation in the Tertiary Health Information Exchange under the Smart Clinic Exchange.

2. Shared objectives

- Create a secure patient identity linked to the hospital's existing patient number.
- Improve appointment access, referrals, follow-up and continuity of care.
- Enable consent-based retrieval and exchange of agreed health-record information.
- Coordinate digital and hospital payment options with transparent reconciliation.
- Expand access to approved services and specialists across participating institutions.

3. Scope of participation

Patient identity and registration

Generate or retrieve the Exchange ID, link it to the hospital's local record number, and reduce avoidable duplicate registration.

Appointments and referrals

Receive and manage appointments, inter-hospital referrals and follow-up through agreed workflows.

Health-record connectivity

Connect agreed elements of the local EMR or record system and allow consent-based record requests, beginning with approved summaries.

Payments and wallet

Support approved digital payment and wallet workflows while retaining the hospital's existing payment system and institutional controls.

Telemedicine and specialist access

Enable eligible virtual consultations, specialist support and cross-network care coordination.

4. Financial principles

The hospital retains ownership of its existing revenue. Any Exchange contribution, connection fee, embedded charge, transaction share or hospital-specific commercial arrangement must be documented in a signed schedule or addendum.

- No undisclosed deductions.
- Transparent transaction and reconciliation reports.
- Hospital-specific fees and settlement rules agreed before activation.
- Patient affordability and operational sustainability considered together.

5. Implementation pathway

1. Alignment

The CMD nominates representatives from Records, ICT, Finance and CMAC/clinical leadership.

2. Configuration

Patient access, identity, appointment and payment workflows are agreed.

3. Integration

The Exchange is linked manually and/or technically to the local record or EMR environment.

4. Training

Desk officers and departmental representatives complete role-based sessions.

5. Go-live

The hospital activates with monitored support, reporting and a joint review.

6. Data governance and privacy

- The institution retains ownership of its clinical and administrative data.
- Only the minimum agreed information required for coordinated care is processed.
- Patient access and sharing are subject to consent, role-based access and applicable law.
- Data handling must comply with the Nigeria Data Protection Act 2023 and applicable health-sector requirements.

7. Mutual responsibilities

The participating institution will

- Nominate an accountable focal person and departmental representatives.
- Facilitate agreed onboarding, training, technical assessment and implementation sessions.
- Maintain its clinical authority, approvals and internal governance responsibilities.

Primed E-Health will

- Provide the Exchange platform, onboarding, training and implementation coordination.
- Protect institutional and patient information through appropriate security and access controls.
- Provide technical support, performance visibility and transparent financial reporting.

8. Term and general provisions

The initial term is five years from signature, renewable by mutual written agreement. Either party may terminate for an uncured material breach after written notice and a reasonable cure period. Patient-care continuity, data protection and outstanding reconciliations must be responsibly concluded. Non-public information is confidential. Disputes should first be addressed through good-faith negotiation and, if unresolved, mutually agreed mediation. Nigerian law applies.

This MOU records a collaborative framework and intention to participate. Hospital-specific technical, operational and commercial obligations should be confirmed in signed schedules or definitive agreements.

9. Signatures

FOR PRIMED E-HEALTH HERITAGE LTD

Name: Dr. Abdulhafiz Are

Title: Chief Executive Officer

Signature: _____

Date: _____

Stamp:

FOR THE PARTICIPATING INSTITUTION

Name: _____

Title: _____

Signature: _____

Date: _____

Stamp:

Witnesses

Name: _____ Signature: _____ Date: _____