

**Memorandum of Understanding (MOU)**  
**Between:**  
**The Ministry of Health of Ethiopia (“MOH”)**  
**And**  
**Surgeon’s Data Science Collective, Inc. (“SDSC”)**

**Date: December 15, 2025**

**Article 1: Objective of the MOU**

This Memorandum of Understanding (MOU) expresses the mutual understanding and shared intent between the Federal Ministry of Health of Ethiopia (MOH) and Surgeon’s Data Science Collective, Inc. (SDSC) registered .....with the address .....to collaborate on a project aimed at strengthening Ethiopia’s surgical capacity through AI-augmented surgical training. Recognizing the sovereign right of Ethiopia over its health data and the primary goal of building sustainable, locally governed capacity within the Ethiopian health system. The initial focus will be on Obstetric and Gynecological (OB/GYN) laparoscopic care to enhance women’s health in Ethiopia. The MOU sets the groundwork for the Parties to negotiate in good faith with the objective of entering into a more formal, legally binding Definitive Agreement, which shall govern all substantive aspects of the collaboration including funding, intellectual property, and data ownership.

**Article 2: Area of Cooperation**

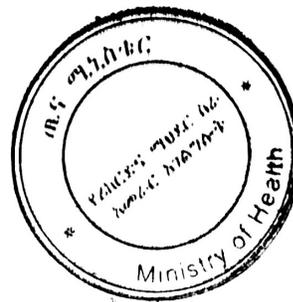
The Parties intend to collaborate in the following areas:

1. Co-design and implement a pilot program to evaluate the integration of AI-augmented surgical training into OB/GYN upskilling initiatives led by the MOH.
2. Joint development of AI models for OB/GYN procedures using surgical video data, with oversight from the MOH.
3. Generate evidence on the feasibility and effectiveness of the AI-enhanced training program to inform policy and support Ethiopia’s integration of digital health into Universal Health Coverage (UHC).

**Article 3: Role and Responsibility of MOH**

The MOH shall:

1. Provide strategic direction and ensure alignment with national health policies such as SaLTS II and the Ethiopian Digital Health Strategy.
2. Facilitate access to participating hospitals and clinical training sites.
3. Identify and nominate qualified OB/GYN surgeons and clinical mentors for participation in the pilot.
4. Oversee ethical reviews and data governance approvals in accordance with Ethiopian laws.



5. Lead national monitoring and evaluation efforts to assess the training program's effectiveness and its impact on the healthcare system.
6. Support the collection of *surgical video data in accordance with national ethical standards*. SDSC shall be responsible for the technical anonymization and securing of any shared data, under the oversight and approval of the FMOH, and shall not process or store any personally identifiable patient information. All data sharing shall be governed by a separate Data Sharing Agreement adhering to Ethiopian law.

**Article 4: Role and Responsibility of SDSC**

SDSC shall:

1. Provide technical expertise in AI model development, surgical video analytics, and platform deployment.
2. Offer training and technical support for Ethiopian clinicians and biomedical staff on the use of the Surgical Video Platform (SVP).
3. Develop and refine Ethiopia-contextualized AI models for OB/GYN laparoscopic procedures using ethically sourced data.
4. Ensure that AI tools comply with World Health Organization (WHO) clinical safety standards and Ethiopia's AI Roadmap.
5. Lead the drafting and submission of scientific publications based on jointly generated evidence, in coordination with the MOH.
6. Support knowledge transfer to build local capacity for AI-enabled surgical training and data stewardship.
7. Secure, at its own cost, appropriate insurance coverage for professional liability, cybersecurity, and intellectual property infringement, providing evidence of such coverage to MOH upon request.

**Article 5: Joint Responsibilities**

The Parties agree to:

1. Co-design the pilot program framework, including curriculum integration, data protocols, and evaluation metrics.
2. Establish a joint technical working group to facilitate planning, troubleshoot challenges, and draft terms for a future Definitive Agreement.
3. Collaborate on concept development, donor engagement, and resource mobilization, with mutual approval for all external communications.
4. Ensure all activities adhere to principles of equity, gender responsiveness, sustainability, and health system sovereignty.

**Article 6: Liability**

Neither Party shall be held liable for any failure to perform its obligations under this MOU, except for any damage resulting from negligence, misconduct, or breach of confidentiality. The Parties agree that each will bear its own risks associated with the exploratory activities outlined in this MOU.



### Article 7: Intellectual Property and Data Rights

1. **Pre-existing IP:** Each Party retains sole ownership of its background intellectual property brought to the collaboration.
2. **Data Sovereignty:** MOH retains all rights, title, and interest in all raw data provided. SDSC acknowledges it acquires no rights in such data and shall treat it as Confidential Information.

### Article 8: Confidentiality

Confidential Information: Each Party agrees to protect proprietary or confidential information shared during the course of this MOU.

1. **Obligations:** Confidential Information may only be used for evaluating or advancing the collaboration. It shall not be disclosed without prior written consent from the disclosing Party.
2. **Public Disclosure:** The terms of this MOU are not confidential and may be disclosed to potential funders or collaborators, with prior notice to the other Party.
3. **Neither Party may use the other Party's Name/Logo:** Neither Party may use the other Party's name, logo, or trademark in public communications including but not limited to fundraising materials, without the express prior written consent of the other Party..

### Article 9: Applicable Law

This MOU shall be governed by and interpreted in accordance with the laws of Ethiopia, and where applicable, the principles of international law, including the African Union Convention on Cyber Security and the WHO guidelines on digital health.

### Article 10: Dispute Resolution Mechanisms

Any disputes arising out of or in connection with this MOU shall be resolved through amicable negotiation between the Parties. If a resolution cannot be reached, the dispute shall be referred to mediation or arbitration, in accordance with the applicable laws and regulations of Ethiopia.

### Article 11: Monitoring, Evaluation, and Reporting

The Parties agree to establish a framework for monitoring and evaluating the pilot program's progress, including performance metrics, feedback mechanisms, and regular reporting. Both Parties will jointly conduct periodic reviews to ensure alignment with the objectives of the MOU and make adjustments as necessary.

### Article 12: Termination

Either Party may terminate this MOU with thirty (30) days written notice. In the event of termination, the Parties shall honor any existing commitments and conclude any ongoing activities in a manner consistent with the objectives of this MOU. The provisions related to Confidentiality and Liability shall survive the termination of this MOU. Upon termination, SDSC shall, at MOH's direction, promptly return or irretrievably destroy all MOH Confidential



Information, data, and provide written certification of the same. SDSC's obligations of confidentiality and any rights of MOH to ownership of data shall survive termination indefinitely.

**Article 13: Amendment**

This MOU may be amended only through mutual written consent of both Parties. Any amendments will be appended to this document as part of the agreement.

**Article 14: Effective Date and Duration**

This MOU will become effective on the date of the last signature below and will remain in effect for two (2) year, unless extended by mutual written consent or terminated earlier by either Party. The MOU may be renewed upon mutual agreement.

**Article 15: Annexes**

Annexes to this MOU, if any, shall form an integral part of this MOU and be considered as part of the agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective institutions, have executed this Memorandum of Understanding as of the date last written below.

**The Ministry of Health of Ethiopia**

**Surgeon's Data Science Collective, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Seharla Abdulahi Bahdon  
State Minister

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
President, Surgeon's Data Science Collective  
15 December 2021

