

**Memorandum of Understanding
for
Collaboration between the
World Health Organization/AFRO
and the
International Federation of Red Cross and Red Crescent Societies**

Whereas the World Health Organization (WHO) Regional Office for Africa (WHO/AFRO) works with the Ministries of Health of the countries in the African Region, through the WHO/AFRO country offices, to improve health in the African Region.

Whereas the International Federation of Red Cross and Red Crescent Societies (hereinafter the "International Federation") with its member Red Cross and Red Crescent National Societies (hereinafter "National Societies") in every country in the region, works to improve the situation of vulnerable people, and has observer status in the World Health Assembly and Regional Committee for Africa.

Aware of the international Federation's Strategy 2010 which establishes health and care in the community as one of its four core areas of operation including strong focus on addressing the challenges of HIV/AIDS at the community level through comprehensive approach and of WHO/AFRO's commitment to the reduction of the impact of HIV/AIDS in the context of universal access to prevention, treatment, care and Support.

Mindful that the National Societies, as auxiliaries to the public authorities in the humanitarian field can play a complementary role to governments by focusing on the household and community factors that are closely related to health outcomes through their unique volunteer network.

Recognizing WHO /AFRO's technical expertise and capacity to dialogue with Ministries of Health in the design of policy and in the setting standards and norms for the development of health programs.

Recognizing the interest of the International Federation and its member National Societies in making the most of opportunities offered by developing close multilateral partnerships between them and international organizations.

Mindful of the need for closer and more coordinated response between WHO/AFRO and the International Federation in matters concerning health and desirous of further enhancing such cooperation.

Taking into account the joint letter on cooperation between the International Federation and WHO at global level signed on 11 May 2005 and within the context of this agreement, the international Federation, in cooperation with interested

National Societies and WHO/AFRO hereby join forces to work together, as appropriate, with the governments and through their respective Ministries of Health as well as with other relevant parties to ensure that their health systems respond to the needs of the population, particularly the most vulnerable and agree to a process of collaboration as follows:

Section I: Purpose of this Memorandum of Understanding [MoU]

This MoU establishes a framework for cooperation between the International Federation and WHO/AFRO to develop and implement joint initiatives to support countries of the region in achieving Health for All through the coordinated efforts of Ministries of Health, National Societies and WHO/AFRO offices in the countries.

Section II: Objectives

The objectives of this MoU are:

- a) To identify areas consistent with the public health agenda of the countries in the region as well as the International Federation's Strategy 2010 where the International Federation, WHO/AFRO and the Ministries of Health can improve the lives of the most vulnerable people, and reduce or eliminate avoidable inequities in health conditions, including through increasing universal access to HIV prevention, treatment, care and support services.
- b) To enhance and support cooperation between the Ministries of Health, WHO/AFRO and the National Societies.
- c) To serve as the framework agreement for cooperation between the parties in specific areas of activities and collaboration.

Section III: General Principles of cooperation and areas of shared interest

The parties shall:

- a) Act in close cooperation and consult with each other, not less than once a year, on matters of common interest based on prioritized issues and programs, including joint projects and other activities at the regional, sub regional, and national levels, in order to coordinate their work and to strengthen cooperation.
- b) Define and develop the following initial areas of collaboration: (i) contribution to the acceleration of HIV prevention, and to the reduction of the impact of HIV and AIDS in the context of universal access to prevention interventions and integrating prevention with treatment, care and support; (ii) enhancing collaboration in preparing for increasing access to quality treatment care and

support by community based providers and volunteers in health center medical and community home -based care services; (iii) exploring collaboration in quality assurance and clinical care settings in infection prevention and control with making medical injections safer and considering health worker safety issues aimed at preventing HIV Transmission.

- c) Identify new areas of collaboration at the time of the annual consultation.

Section IV: Modalities of Cooperation - Operation Aspects

In the framework of this MoU, WHO/AFRO and the International Federation, in cooperation with the interested National Societies of the region, will undertake the following responsibilities:

- a) To each appoint an overall focal point to coordinate the implementation of this MoU, monitor progress, and meet once a year to evaluate and identify new opportunities for cooperation. When needed, special technical focal points can be appointed to support and enhance implementation of the specific areas of cooperation called for above.
- b) To endeavor to share information on events and activities that may be of common interest, with all participation to such events being by invitation.
- c) To share information about projects proposed to be financed by each organization and subject to terms of this MoU and each organization's rules regulations and procedures.
- d) To cooperate to develop joint information tools such as publication of appropriate material, posters and audiovisuals as may be considered necessary, to increase access to information and level of public awareness of issues concerning health.
- e) To develop and disseminate strategies, guidelines and methods on health issues of common interest.
- f) To jointly design mechanism that promotes active community involvement in the implementation of community based health interventions.
- g) To support activities which build national capacity and enable that capacity to play a full part in this cooperation
- h) To consult each other on the design and scientific evaluation of activities carried out under this MoU.
- i) To jointly evaluate progress in the implementation of this MoU during yearly consultation meetings.

Section V: Technical cooperation and funding

- a) The parties will consult and agree on how activities are to be jointly undertaken and financed while respecting their respective resources mobilization modalities and their respective rules, regulations and procedures. The implementation of any activity is subject to the availability of sufficient human and financial resources.
- b) The parties, in accordance with their respective rules, regulations and procedures, will collaborate with governments and outside parties, including specialized institutions, universities, donors, and the international community at large, and other components of civil society in any activity that they might consider necessary and appropriate.
- c) *The parties may*, through special arrangements, decide to act jointly in the formulation, resource mobilization and implementation of projects that are of common interest. The special arrangements shall define the modalities for participation of each party in such projects and shall determine that contributions to be made by each of the parties.

Section VI: Intellectual Property

Operational Research - The parties will collaborate in identifying, designing and implementing operational and applied research on the progress of implementation of universal access at community and facility level.

Joint research results shall as far as possible and consistent with the work and funding arrangements be published and copyrighted jointly. Where this is not feasible, the parties may agree to permit either organization to publish any of the results on its own or in collaboration with others, giving due recognition to the contribution of the other organization unless that other party does not agree to such recognition. For material published under joint copyright each party shall, subject to prior written consent of the other in each case, have the right to adapt and publish such material for its work in other regions or outside the framework of this MoU under its own copyright but with due recognition of the other party. Such consent shall not be unreasonably withheld.

Section VII: Cooperation with Other International and National Organizations

- a) The parties may consult, separately, or jointly, with international and national organizations, as appropriate and in accordance with their respective rules, regulations and procedures, in order to achieve the objectives of the joint initiatives, maximize the efficient use of resources or acquire additional funding. These may include both public and private organizations active in the area of social, economic, and health development. The parties should

inform each other on their respective contacts in this regard.

- b) The parties may, in accordance with their respective rules, regulations and procedures, explore strategic alliances with other governmental and non-governmental organizations to implement appropriate strategies for related activities in the region.

Section VIII: Conflict resolution

Any differences in the interpretation or application of this MoU shall be resolved by common agreement of the parties. In the absence of such agreement, any differences shall be referred to arbitration at the request of either party. The parties shall each appoint one arbitrator, and the two, so appointed, shall jointly appoint a third who shall be the chairperson. The arbitrators shall decide the procedure of the arbitration and the expenses of arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

Section IX Public representations

- a) No public statement will be issued by either party with respect to this MoU or the projects initiated as a result of this MoU without prior approval by the other party.
- b) The parties maintain sole control over their respective names and logos. Neither Party is authorized under this MoU to make use of the other party's name nor logo, except as separately agreed by the parties.

Section X: Privileges and Immunities

Nothing in or related to this MoU shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by either party under international law, international conventions or agreements, or the domestic legislation and laws.

Section XI: Date of entry into force

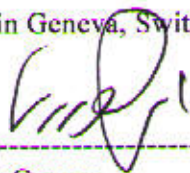
- a) This MoU shall enter into force upon its signature by both parties and its ratification by the Governing Board of the International Federation. It shall remain in force until revoked by the Parties.
- b) This MoU may be amended by written agreement between the *Parties*. Such amendments shall specify the effective date of the modifications.
- c) This MoU may be terminated by either of the Parties subject to prior written notice. However, such termination shall be without prejudice to any

commitments made to third parties before the notice of termination was received.

- d) The authentic version of this Memorandum of Understanding is the English version. In the event of any inconsistency with the French and Portuguese translation the English text will prevail.

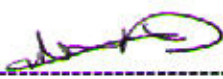
In witness whereof, the duly empowered representatives of the International Federation of Red Cross and Red Crescent Societies, and the Regional Office of WHO/AFRO have signed the present MoU in its English.

Signed in Geneva, Switzerland, on 11 May 2007


Ibrahim Osman

Deputy Secretary General

For the International Federation
Of Red Cross and Red Crescent
Societies


Dr Alimata Jeanne Diarra -Nama

Director of Health Ssystem and
Services Development
For the World Health Organization
Regional office for Africa