

MEMORANDUM OF UNDERSTANDING

BETWEEN

REDWOOD POLYCARE LIMITED

AND

FEDERAL MEDICAL CENTRE, ABEOKUTA

**THIS MEMORANDUM OF UNDERSTANDING is made this.....Day
of.....2019**

BETWEEN

REDWOOD POLYCARE, 17 Onikolobo road, Ogun State, Nigeria, with registration number-RC 1460367, (hereinafter referred to as '**RW POLYCARE**' which expression shall where the context so admits, include its successors-in-office and assigns), of the first part.

AND

FEDERAL MEDICAL CENTRE ABEOKUTA OF Bisi Onabanjo way Abeokuta, Ogun state herein after referred to as '**FMCA**' (Which expression shall where the context so admits include its successors-in-title, representatives and assigns) of the other part.

WHEREAS::

A. RW POLYCARE, Community-Based Health Insurance (CBHI) program designers, coordinators, facilitators, supporting the achievement of sustainable development goals, for the purpose of mobilizing communities and villages within catchment areas of FMC rural training centers

B. FEDERAL MEDICAL CENTRE ABEOKUTA is a tertiary health institution and its department of Community Medicine is accredited by both postgraduate colleges (National and West Africa). The department amongst other things is involved in training of health workers and Resident Doctors in the fields of Community Medicine and Public Health.

C. FMCA has approached **RW POLYCARE** towards collaborating in the provisions of engaging its rural communities for CBHI programs within its villages and catchment LGA areas.

D. RW POLYCARE has agreed to carry out the required community mobilization initiatives and to improve and promote the utilization of FMC rural residency training centers such that community members have improved access to affordable, quality healthcare.

E. The parties therefore agree to enter into this MOU, in accordance with the terms and conditions herein after appearing.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES as follows:

1. SCOPE OF CO-OPERATION

- a. The provision of CBHI services within target LGAs for the purpose of ensuring that rural communities are able to access health services at FMC rural centers through affordable pre-paid health systems and to receive food benefits for nutritional enhancements, as well as other poverty alleviations.
- b. To support FMC rural centers with approved Grants (whenever such grants are available) with respect of medical equipment acquisition, and to support community medicine research initiatives

2. COMMENCEMENT AND DURATION

This MOU shall remain in force for a period of 5 years (renewable), commencing from the date of its execution, subject to a **bi- annual performance review**, and **PROVIDING** that parties may renew this MOU, subject upon terms and conditions to be agreed by Parties.

3. MANAGEMENT

Each party shall nominate Three (3) representatives who shall be responsible for the co-ordination of the co-operation, to ensure its smooth operation and management.

4. OBLIGATIONS OF PARTIES

RW POLYCARE shall:

- a. Mobilize and engage community members on pre-paid CBHI programs to utilize all FMC rural centers in targeted LGAs, to provide food benefits as required, support community research, offer back-up medicines when needed, promote home care, facilitate the acquisition of essential medical equipment, and provide CBHI coordinators to supervise trained village health workers, and register new members

FMCA shall:

- a. Ensure the provision of adequate healthcare delivery by health workers and Resident Doctors in the community
- b. Be responsible for the posting, on rotation, of health workers and Resident Doctors to the facilities to ensure that communities on CBHI have access to physicians as needed
- c. Offer essential medications at an affordable rate as required
- d. Ensure that services at rural centers comply with international standards for primary health care
- e. Provide basic laboratory services at rural health centers
- f. Participate in any Obstetric Tele-medicine initiatives involving Electronic medical records as required
- g. Support the training of traditional birth attendants in the LGAs.

5. EVALUATION

The parties shall evaluate the co-operation program annually to assess the level of compliance with the MOU; whereat parties are at liberty to agree on, further terms or amend the existing ones

6. NOTICE

All notices, requests, demands and other communications under this agreement must be in writing and will be deemed duly given unless otherwise expressly indicated to the contrary in this agreement; I. When personally delivered II. By registered or recorded delivery mail, and therefore must be acknowledged; III. If sent by facsimile or email, upon confirmation of delivery.

a. RW POLYCARE

The MD/ CEO
Comprehensive Health Center
6-7 Amororo road
Totoro
Abeokuta
Ogun state

b. The Medical Director

Federal Medical Centre
Bisi Onabanjo way
Idi- Aba
Abeokuta
Ogun state

7. DISPUTE RESOLUTION

If any dispute and/ or differences shall at any time arise between the parties hereto touching or concerning or arising out of those present or the interpretation of any clause hereof or the respective rights, claims, or liabilities herein or otherwise however of the parties hereto, such dispute and/ or difference shall be referred to arbitration

- a. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act Cap A18, Laws of the Federal Republic of Nigeria 2004.
- b. Arbitration shall be conducted by a single arbitrator
- c. The place of arbitration shall be Ogun state
- d. The language of arbitration proceeding shall be English
- e. Parties shall bear their cost and share equally the cost of arbitrator so appointed

f. The award of the arbitration shall be final; and binding on all parties.

8. TERMINATION

- a. Prior to the expiration of this MOU, any of the parties hereto may with prejudice to any right accruing to any party hereunder terminate this MOU in the event of breach of any term of this MOU by either party and party in breach fails to remedy same within Thirty (30) days after written notice of the breach has been given. This MOU therefore terminates at the expiration of such notice, without any further or continuing obligation or liability stated herein.
- b. Either party shall be entitled to determine the MOU on written notice of Six (6) months of its intention to do so PROVIDED that such determination shall not affect the accrued rights or subsisting obligations of the parties.

9. WARRANTY

Each of the parties warrants its power to enter into this MOU and that it has obtained all necessary approvals to do so.

10. ASSIGNMENT

Except with the prior written consent of the other party, no party may assign any benefit, interest, or right which arises under, out of, or in connection with this MOU, to a third party.

11. GOVERNING LAW

This MOU shall be governed by and construed in all respect in accordance with the applicable Laws of the Federal Republic of Nigeria and the relevant Laws of Ogun State.

12. AMENDMENT

This Memorandum shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

13. FORCE MAJEUR

Should any circumstances not being the making of either party, arise to make it impossible or otherwise impracticable for that party to perform any of its obligations herein, such party shall promptly notify the other party in writing and the performance of such obligations shall become suspended forthwith. If the circumstances continue for a further period of Ninety (90) days, the affected party shall notify the other party of this fact in writing and this agreement shall be discharged without any liability on either party (save for all monies agreed falling due) provided always that parties shall be at

liberty, upon mutual consent to continue with implementation of the terms of this agreement upon cessation of the adverse circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed in the manner below the day and year first above written.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED **PARTIES**

.....

Medical Director

Federal Medical Centre Abeokuta

.....

Director of Administration

Federal Medical Centre Abeokuta

SEALED, SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES

.....

Medical Director REDWOOD POLYCARE

.....

STATE Leader REDWOOD POLYCARE