

PROJECT COLLABORATION AGREEMENT

Between
The World Health Organization, Liberia
And
The Ministry of Health, the Republic of Liberia
And
The United Nations Population Fund
And
Maternal and Child Health Advocacy International

WHEREAS, the Government of Liberia through the MOH has developed a 10-year Strategic Plan entitled the Essential Package of Health Services (EPHS) consistent with the Goal and Objectives of the EPHS, are the improvement in the quality of healthcare services being provided to the residence of Liberia. Pursuant to its statutory mandate, the MOH is empowered to engage or form partnership with other legal institutions, local or foreign in securing resources to support and uplift the national healthcare delivery system; and

WHEREAS, WHO, UNFPA and MCAI in recognition and support of the aforesaid mandate have designed a project called "Strengthening Emergency Care for Mothers and Newborns including training of Experienced Midwives, Nurse-Midwives and Physician Assistants in Advanced Obstetrics including Surgery"; and

WHEREAS, the prime eminence of the aforementioned project is to inter alia, support the following activities:

Train in total 11 midwives, nurse-midwives and physician assistants to become "Obstetric Clinicians;" able to deliver advanced obstetric care including being able to safely provide (with professionalism and due diligence and with support from a doctor) effective care, including surgery, for all commonly occurring obstetric emergencies.

WHEREAS, the project will be located in Bong County (CB Dunbar and Phebe Hospitals), in Kakata (CH Rennie Hospital) and Monrovia (Redemption Hospital) but will include trainees from Martha Tubman Memorial Hospital in Grand Gedeh County.

NOW THEREFORE, the Parties for the purpose of scrupulously implementing the aforementioned Project have formed the common understanding and hereunder agree as follows:

1. The Project

1.1 The parties shall collaborate on the project described in Annex 1 attached hereto (Training in Emergency Maternal and Newborn Care initiative"), which forms an integral part of this Agreement. The activities to be carried out by each party under the Project and respective timeline are also described in Annex 1.

1.2 [All decisions concerning the Project shall be taken jointly by the parties.] The implementation of Project activities by a party is subject to that party's regulations, rules and administrative practices.

2. Funding

2.1 Each party hereto shall be fully responsible for the funding of its activities under this Agreement, except as otherwise expressly be agreed in this Agreement or in any sub-agreement thereto. The implementation of each Project activity is subject to the availability of sufficient human and financial resources.

2.2 Any fund-raising for the Project will be decided jointly by the parties and will be directed primarily to governments, non-profit organizations and foundations. Any fund-raising from commercial entities or their foundations, or organizations funded mainly from commercial sources, shall be made in accordance with the rules of the parties in order to avoid any perceived conflict of interest.

2.3 Each party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices. The accounts shall be subject to audit in accordance with the party's audit rules and procedures and a copy of the report of the external auditor shall be sent to the other party, if so requested, as soon as it becomes available.

2.4 Any transfer of funds between the parties shall be made under an appropriate separate agreement, to be negotiated in good faith between the parties.

2.5 WHO hereby agrees to contribute USD70, 000 for the first year for the project.

3. Copyright

3.1 As a general rule, the parties shall decide jointly what works are to be prepared under the Project and who shall be responsible for the preparation of such works.

3.2 The parties shall own jointly the copyright of any work that has been prepared jointly by the parties. All acts covered by the copyright shall be decided jointly, except that each party may itself reproduce or publish the work in accordance with its administrative rules and procedures. Any revision of the work shall be decided jointly.

3.3 Copyright of any work prepared by one of the parties on its own under this Project shall be vested in that party, who may publish the work provided that the other party has been given the opportunity to comment on the work and any references to that other party before publication, which comments shall be given due consideration by the publishing party.

3.4 Both parties shall be duly acknowledged in any work resulting from the Project and the wording of such acknowledgement shall be agreed between the parties.

4. Web site

4.1 The parties shall decide jointly on any dissemination of Project information over the Internet. The parties shall not create a separate web site for this purpose, but any information shall be disseminated on one or both parties' existing web site(s).

5. Relationship and responsibility of the parties

5.1 Nothing in this Agreement shall be construed as creating a relationship of joint ventures, partners, employer/employee or agent. Neither party has the authority to create any obligation for the other.

5.2 Without the prior written consent of the other party, neither party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the parties under this Agreement.

5.3 The use of one party's emblem by the other party is subject to the prior approval in writing.

5.4 Each party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement. Thus, a party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other party, or that other party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this Project.

6. Notices

6.1 All notices to be given under this Agreement must be in writing and sent to the address or fax number of the intended recipient set out hereinafter or to any other address or fax number which the intended recipient may designate by notice given in accordance with this Article. Any notice may be delivered personally or sent by first class pre-paid registered mail or by fax, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, 48 hours after posting; and if by fax when despatched provided the sender's fax machine produces automatic receipt of error free transmission to the intended recipient's fax number.

If to WHO: World Health Organization
Attention: Dr. Alex Ntale Gasasira
WHO Representative
WHO Country Office, Liberia
J & E Building Mamba Point
Tel Office: +47241-37516
Cell: + 231-775281157
E-mail: gasasiraa@who.int

If to MOH: Ministry of Health
Attention: Dr. Bernice Dahn, MD, MPH
Minister of Health
P. O. Box 10-9009
1000 Monrovia 10, Liberia
Phone: 213 886 557 636
Email: bdahn59@gmail.com

If UNFPA: United Nations Population Fund

Dr. Remi Sogunro
UNFPA Representative
Sekou Toure Ave, Mamba Point, Monrovia
Telephone: +231770004001
E-Mail: sogunro@unfpa.org

If MCAI: Maternal and Childhealth Advocacy International
Professor David Southall OBE, MD, FRCPCH
Honorary Medical Director
Maternal & Childhealth Advocacy International
1 Columba Court, Laide, Achnasheen

7. General provisions

7.1 This Agreement comes into force upon its signature by both parties and expires when all activities under the Project have come to an end.

7.2 This Agreement may be modified by mutual written consent of the parties. The Agreement may be terminated by either party with one month's notice, subject to the orderly conclusion of any ongoing activities and the settlement of any outstanding obligations.

7.3 Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

7.4 Nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

Agreed and signed on behalf of the
World Health Organization

ALEX GASASIRA
[Name]
[Title] REPRESENTATIVE
Date 23.02.2016

Agreed and signed on behalf of
Ministry of Health

Bernice Dahn
[Name]
[Title] Minister.
Date 24/2/16

Agreed and signed on behalf of

United Nations Population Fund

Dr. Oluwemi Sogunro
[Name]
[Title] Country Representative
Date Feb 23, 2016

Agreed and signed on behalf of

Maternal and Child health Advocacy International

Professor David Southall
[Name]
[Title] Honorary Medical Director
Date 25/2/16

Annex 1: Project Description

A new approach to task shifting in Liberia: Training of experienced midwives and physician assistant in advanced obstetrics including surgery such as caesarean section.

Aims:

To improve maternal and neonatal care and mortalities in Liberia, which has a small number of doctors and few trained advanced obstetrics (117 doctors in total in February 2015; 3 per 100,000 of the population), by increasing the capacity for comprehensive emergency obstetric care in the public hospitals especially in rural areas.

Activities supported by WHO:

- Support the training of the obstetric clinicians as per the existing project plan.
- Support for a full time Liberian consultant obstetrician (Master Trainer) who will oversee the training of the obstetric clinicians in CB Dunbar and Redemption Hospital.
- Collaborate with MCAI in the Monitoring and Evaluation aspect of the project as follows;
 - Assist MCAI in the Monitoring and Evaluation of all aspects of the project. (These evaluations will be undertaken at intervals throughout the project and include baseline data before the project starts).
 - Ensure WHO's participation in the monitoring and evaluation particularly in relation to standard setting and maintenance.
 - Ensure that MCAI and WHO collate the information gathered in the log books and from structured examinations undertaken during the training
- Participate with MCAI, UNFPA and the MOH in publishing and otherwise disseminating the results of this project so that other countries might benefit.
- Support MCAI with transport for their use during visits to Liberia.
- Support visiting international experts from MCAI with regard to any personal medical emergencies they might (rarely hopefully) experience.

Activities supported by UNFPA

- Assist with the provision of accommodation near CB Dunbar Hospital for the trainees from Grand Gedeh
- Provision of 500 textbooks newly published by MCAI on the hospital care of pregnant women, newborn infants and children and 1500 pocketbooks on emergency obstetrics and neonatal resuscitation to all frontline doctors, midwives and nurses in the public hospitals of Liberia.
- Participate with MCAI, WHO and the MOH in publishing and otherwise disseminating the results of this project so that other countries might benefit.

Activities supported by MCAI:

- Provision of all teaching materials for this project (a proportion funded by UNFPA and WHO). These include the new textbook and pocketbook published by MCAI, the curriculum and an E library of videos and training materials produced by MCAI on a 32 GB SD card and made available on Samsung Tablets.
- Ensure that each of the trainees collects data on all of the procedures undertaken in paper and electronic log books. MCAI will train the candidates in how to complete each page of the logbook with details of every patient they attend with an obstetric or neonatal emergency.
- Work along with the MOH, UNFPA and WHO in arranging the selection of 9 more midwives, nurse-midwives and physician assistants to undergo 24 months apprenticeship based clinical training followed by 1 year of internship training in advanced obstetrics including emergency obstetric surgery to become appropriately qualified, registered and licensed obstetric clinicians. This selection process will include an MCQ examination on basic surgical skills, ultrasound and anatomy and neonatal resuscitation which all selected candidates must pass with high scores.
- Provide for the 9 new candidates to be selected, and prior to them operating, a course on pelvic anatomy, neonatal resuscitation, basic surgical skills and obstetric ultrasound which they must pass with a high score.
- Provide senior international obstetricians/paediatricians to mentor and support the Master Trainer and also the other Liberian doctors who will be undertaking most of the training. This support will occur through regular 2-3 monthly visits during the training of the obstetric Clinicians.
- Collaborate with the senior doctors to teach the obstetric clinician trainees according to a protocol curriculum agreed by the MoH, LMDC, and Liberia Board of Nursing and Midwifery
- Ensure the constant evaluation of the trainee obstetric clinicians by Liberian doctors and UK international obstetricians/paediatricians.
- Help to strengthen a full clinical audit after any maternal and neonatal deaths with the senior international obstetricians/paediatricians engaging actively in this process.
- Provide incentives to the obstetric clinicians during their apprenticeship based 3 years of clinical training with advice on amounts from the MoH.
- Provide incentives to the doctors training the obstetric clinicians during their apprenticeship based 3 years of clinical training with advice on amounts from the MoH.
- Ensure that following their registration/licensing; there is regular assessment of the advanced obstetric and surgical work of the obstetric clinicians by senior doctors in Liberia and by visiting UK senior obstetricians/paediatricians.
- Participate with WHO, UNFPA and the Ministry of Health in publishing and otherwise disseminating the results of this project so that other countries might benefit.
- Provide monthly update to WHO and partners on the status of the implementation of the project activities.