
**Memorandum of Understanding
Between
United Nations Population Fund UNFPA
And
Royal Aid for Development (ROAD)
For
Provision of Emergency Reproductive Health Commodities**

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (hereinafter referred to as the 'Memorandum' made between the United Nations Population Fund (hereinafter referred to as 'UNFPA') and **[Royal Aid for Development** (hereinafter referred to as "ROAD").

WHEREAS UNFPA wishes to provide Reproductive Health Commodities in the context of **[Integrated Reproductive health and Averting Maternal and Neonatal deaths in South Sudan]**, and on the terms and conditions hereinafter set forth, and

WHEREAS "ROAD" is ready and willing to accept Reproductive health commodities from UNFPA for the above-mentioned activities on the said terms and conditions

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the Organization

ROAD as a health agency agrees to be the central point to distribute and provide access to Reproductive Health (RH) especially Family planning commodities in line with beneficiaries size and their reproductive health needs at the existing functional Primary Health Care service delivery points/ Hospitals in the IO control areas of Panyikang and Fashoda of Upper Nile State.

ROAD agrees to collect the reproductive health commodities from the UNFPA warehouse in the presence of the Warehouse Assistant who will update the inventory list accordingly.

ROAD agrees to take care of the logistics involved in moving the reproductive health commodities requested to its final destination.

ROAD with its partners shall use the reproductive health commodities according to national drug safety guidelines.

ROAD agrees to provide maximum accountability to the donor (UNFPA) and to the beneficiaries/communities of services during utilization of the commodities.

UNFPA

ROAD agrees that none of the reproductive health commodities provided pursuant to this Memorandum may be used for any purpose other than those expressly set forth in the MoU and shall be utilized only in service delivery.

ROAD would be responsible for ensuring **timely reporting** on the use of reproductive health commodities and distribution of supplies and equipment.

ROAD will update the inventory list regularly and report to UNFPA monthly, or more regularly if UNFPA deems necessary.

ROAD agrees to include International United Nations Volunteers (“IUNVs”) stationed in Fashoda and Panyikang in any capacity building activities in Maternal Health led by **ROAD**.

ROAD, in consultation with its partners, agrees to place newly graduated health workers especially midwives from UNFPA supported training institutions after due consultation and in agreement with the Government of South Sudan MOH to provide services in **ROAD** supported service delivery points with commensurate remuneration.

II. Responsibilities of UNFPA

2.1 UNFPA agrees to;

- The timely provision and supply of reproductive health commodities based on a procurement plan and prior agreement on the quantities to be supplied.
- The provision and supply of other Reproductive health commodities in line with availability and request
- Provide training on the rationale use of the reproductive health commodities
- Provide a data format for collecting the items from UNFPA warehouse and standard progress report template for reporting on the use of items/commodities or equipment provided to **ROAD**.
- Provide a list of IUNV midwives operating in Fashoda and Panyikang, Upper Nile State along with contact information and a letter of introduction.

III. Duration

3.1 This Memorandum will come into effect on **16 February 2017** and shall expire on **31 December 2017**

IV. Payments

Under the terms of this MOU, UNFPA shall not request payment of the reproductive health commodities from **ROAD**.

Any arrangement in the future for purchase of said RH commodities from UNFPA must be done in a separate and unrelated agreement.

UNFPA

UNFPA will provide the requested RH commodities once both parties both verify the ability to use RH commodities, and sign this Memorandum.

V. Records, Information and Reports

5.1 **ROAD** shall maintain clear, accurate and complete records in respect of the reproductive health commodities and or equipment received under this Memorandum. **ROAD** books and records shall be maintained in such a manner that the receipts and utilization of the reproductive health commodities and or equipment will be shown separately on such books and records in an easily checked form.

5.2 **ROAD** shall furnish, compile and make available at all times to UNFPA any records or information, oral or written, which UNFPA may reasonably request in respect of the commodities and or equipment's received by **ROAD**.

5.3 (I) **ROAD** agrees to provide to UNFPA with feasible reports regarding the use of the reproductive health commodities provided.

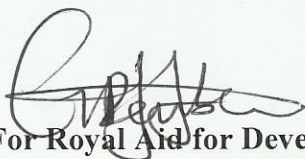
(II) UNFPA requests an update on the use of donated equipment on quarterly bases to reflect the progress made towards the output to be achieved.

5.4 All further correspondence regarding the implementation of this Memorandum should be addressed to:

For UNFPA:



Esperance Fundira, Country Representative
UNFPA Country Office, South Sudan



For Royal Aid for Development (ROAD):

[Ladu Reuben Joseph]

Tel: +211955141902

Email: ladugodson@gmail.com/info@royalaid.org

Physical Address: Munuki Opp. Jerusalem Pharmacy Suk Militia Block VA plot No 282, 3rd class residential area Juba Central Equatoria State, South Sudan



UNFPA

VI. General Provisions

6.1 This Memorandum shall form the entire Memorandum between **ROAD** and UNFPA, superseding the contents of any other negotiations, whether oral or in writing, pertaining to the subject of this Memorandum.

6.2 **ROAD** shall carry out all activities described in the Annex with due diligence and efficiency. Subject to the express terms of this Memorandum, it is understood that **ROAD** shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that UNFPA shall not interfere in the exercise of such control. However, both the quality of work and the progress being made toward successfully implementing such activities shall be subject to review by UNFPA. If at any time UNFPA is not satisfied with the quality of work or the progress being made, UNFPA may in its discretion (i) withhold further supply of reproductive health commodities and or equipment until in its opinion the situation has been corrected; or (ii) declare this Memorandum terminated by written notice to **ROAD** as described in paragraph 6.8 below; and/or seek any other remedy as may be necessary. UNFPA's determination as to the quality of work being performed and the progress being made shall be final and shall be binding and conclusive upon **ROAD** insofar as further provision of reproductive health commodities and or equipment by UNFPA are concerned.

6.3 UNFPA undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Memorandum or for any personnel undertaking activities under this Memorandum. Responsibilities shall be borne by **ROAD** for its employees, consultants and volunteers.

6.4 The rights and obligations of the Organization are limited to the terms and conditions of this Memorandum. Accordingly, the Organization and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Memorandum.

6.5 **ROAD** shall be solely liable for claims by third parties arising from **ROAD** acts or omissions in the course of performing this Memorandum and under no circumstances shall UNFPA be held liable for such claims by third parties. **ROAD** will duly acknowledge UNFPA's contribution with partners and media.

6.6 Reproductive health commodities and or Equipment supplied by UNFPA shall be the property of **ROAD** and shall be used for the purpose indicated in the Annex throughout the period of this Memorandum.

6.7 Any unutilized reproductive health commodities and or equipment after completion of the activities if any shall be promptly returned by **ROAD** to UNFPA, or be utilized in a manner agreed upon between **ROAD** and UNFPA.

UNFPA

6.8 This Memorandum may be terminated by either party before completion of the Memorandum by giving thirty (30) days written notice to the other party.

6.9 **ROAD** acknowledges that UNFPA and its representatives have made no actual or implied promise of reproductive health commodities and equipment provision except for those specified by this Memorandum. If any of the reproductive health commodities and or equipment is returned to UNFPA or if this Memorandum is rescinded, **ROAD** acknowledges that UNFPA will have no further obligation to **ROAD** as a result of such return or rescission.

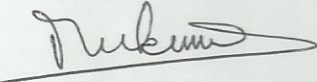
6.10 No modification of or change in this Memorandum, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Memorandum or their duly authorized representatives in the form of an amendment to this Memorandum duly signed by the parties hereto.

6.11 Any controversy or claim arising out of, or in accordance with this Memorandum or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

6.12 Nothing in or relating to this Memorandum shall be deemed a waiver of any privileges and immunities of the United Nations, or UNFPA.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNFPA and of **ROAD**, respectively, have on behalf of UNFPA and **ROAD** signed the present Memorandum of Understanding on the dates indicated below their respective signatures:

On behalf of UNFPA:

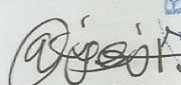


Name: **Esperance Fundira**
Title: **Country Representative**
UNFPA Country Office, South Sudan

Date:

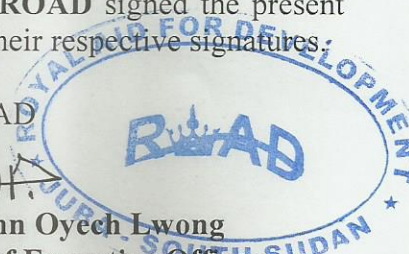


On behalf of: **ROAD**



Name: **John Oyech Lwong**
Title: **Chief Executive Officer,**
Royal Aid for Development

Date:



ROYAL AID FOR DEVELOPMENT
ROAD
JUBA
SOUTH SUDAN
27th Feb 2017