

AGREEMENT

Between

The Republic of Uganda Ministry of Health (MoH)

And

The Against Malaria Foundation (AMF)

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made this.....14TH..... Day of.....April.....2016 between the Government of the Republic of Uganda represented by the Ministry of Health P.O Box 7272, KAMPALA (herein after also referred to as “**MoH**” of the one-part,

And

The Against Malaria Foundation of (herein after also referred to as “**AMF**”)

Whereas the Government of Uganda is desirous in controlling and eradicating Malaria in Uganda through various means among which use of Anti-Mosquito Bednets is key,

And whereas AMF is willing to purchase and donate Anti Mosquito Bednets to Uganda

NOW IT HAS BEEN AGREED AS FOLLOWS

ARTICLE I: THE PURPOSE

- i. The purpose of the programme is to reduce malaria by distributing 10,700,000 long-lasting insecticidal nets (LLINs).
- ii. The MoU sets out responsibilities for a programme to provide bed nets to districts in Uganda to take place in late 2016 in line with the strategic plans of the National Malaria Control Programme (NMCP) of the Government of Uganda.

ARTICLE II: OBLIGATIONS OF THE PARTIES

AMF OBLIGATIONS

- 1) **AMF** will fund 10,700,000 million long-lasting insecticidal nets (LLINs). At the Ugandan Permanent Secretary’s request, a portion of these nets will be PBO nets (which incorporate the synergist Piperonyl ButOxide). **AMF** will fund between 2 and 5 million PBO nets.
- 2) The non-net costs will be funded by the Uganda Ministry of Health which may use funding from its Roll Back Malaria Partners. These costs include those for shipping to Uganda, clearance, in-country transport, pre-distribution and distribution.

Distribution Locations and Timing

- 3) **AMF**-funded nets will be distributed in the Western and Eastern regions, although additional districts from the Northern or Central regions may be included to replace districts in the Western and Eastern on agreement between **AMF** and **MOH-NMCP**. The list of districts in Uganda to be covered by **AMF**-funded nets, populations, net quantities and timing are attached in the Appendix.
- 4) The LLINs purchased will be those approved by the World Health Organisation Pesticide Evaluation Scheme (WHOPES) and as in the MoH-NMCP specification signed by the Permanent Secretary on 22/12/2015.
- 5) **AMF** will forward to the **MoH-NMCP**, quotes received from the net manufacturer covering shipping costs and timing. **AMF** will order and pay directly for the nets.

MOH OBLIGATION

Shipping and transport

- 6) The **MoH-NMCP** will confirm the movements of nets after receipt in country and always involve a) counting and signed documentation showing the net quantities, by bale, in and out, to confirm quantities moved. Copies of the documentation will be easily accessible for independent verification as required.

Pre-Distribution

- 7) The **MoH-NMCP** can either a) decide whether to accept one of the quotes, or seek others, and ask **AMF** to deal directly with the net manufacturer, or b) decide to liaise directly with the shippers to coordinate the movement of nets and all related administrative items. In case of a) **AMF** will liaise with the **MoH-NMCP** to ensure close coordination on logistics.
- 8) The **MoH-NMCP** will collect of the following data for all households individually in the distribution areas identified in section 3: name of household head, number of people, number of perfectly usable LLINs in place.

- 9) The **MoH-NMCP** will employ “105%” data collection where a) a second set of data collectors visit 5% of the households, randomly selected, in the distribution area one or several days after the 100% data collectors, and without access to the 100% data collected; b) the overlapping 5% of data is compared to assess data accuracy; c) the data collectors are informed in advance of this mechanism and data comparison and d) effective management is in place to ensure the 5% data collectors are not aware of the initial data set for the 5% households.
- 10) The **MoH-NMCP** will ensure household level registration data is put in electronic form.
- 11) The information described in section 8 will be shared with AMF. Ownership of the data remains with the **MoH-NMCP**. This will allow visibility of intended distribution quantities by household.

The MoH-NMCP will ensure a summary is sent in electronic form to AMF, for each village, of at least the following information: number of people in the village, number of households, number of nets required to achieve universal coverage.

Distribution

- 12) The **MoH-NMCP** will ensure household level distribution data is put in electronic form and shared with AMF. This will allow reconciliations to be made by AMF, selection of households for the Post-Distribution Check-Ups and knowledge of how many nets were received by any household. AMF may publish summary data in anonymised form
- 13) The **MoH-NMCP** will provide the needed support to ensure access by an independent assessor, which will be recruited and paid for by AMF. The role of this assessor is to determine whether nets are distributed to beneficiaries in the quantities listed and that all nets not distributed are held securely and accounted for. The independent assessor will be recruited and paid for by AMF.
- 14) The **MoH-NMCP** will ensure all signed records attesting to the quantities of nets distributed will be easily accessible for independent verification as required. Such records will be per household, with any household for any village, selected randomly from the records, being uniquely identifiable and able to be physically located.

- 15) If fewer than 10,700,000 LLINs are required to achieve universal coverage in the districts listed in section 3, the **MoH-NMCP** will identify further communities in other regions, to be agreed by **AMF**, that could accommodate the remaining nets and all sections of this Agreement will apply to the distribution of those nets.
- 16) In the event of a loss of nets passed into the **MoH-NMCP** control and prior to or during the distribution, the **MoH-NMCP** in consultation with the responsible health authority at the specific level of loss will source an equivalent quantity of nets to make good the loss. **AMF** understands that small numbers of nets may be mislaid in the course of any distribution and will not act unreasonably in this event.
- 17) The **MoH-NMCP's** distribution schedule is included as an Appendix. Any substantial change will be discussed with **AMF** in advance, and the nets purchased by **AMF** will in any event be distributed by the end of the first quarter of 2017.
- 18) The **MoH-NMCP** will carry out this distribution in line with Uganda LLIN distribution guidelines included as an Appendix. In the event of material changes to these **AMF** will be informed. **AMF's** consent will be needed for any change that affects the accountability for the nets.

Post-Distribution

- 19) Post-Distribution Check-Ups (PDCUs) will take place across all of the districts. The results will be owned by The Republic of Uganda and shared with **AMF**. **AMF** will fund an NGO to run the process in full consultation with the MoH through the **NMCP**. The **MoH-NMCP** will facilitate the check-ups and to the extent possible include them in existing visits made by local community health workers. If required, any additional cost of collecting the data will be paid for by **AMF** on the basis of a budget agreed in advance.
 - a. A PDCU is carried out every 6-months for two and a half years' post-distribution therefore at 6, 12, 18, 24 and 30 months' post-distribution
 - b. All Health Centre Areas covered
 - c. In each HCA, 5% of households (HHs) visited
 - d. HHs will be randomly selected and visited unannounced. Local leaders other interested parties will be informed of the visit programme at the outset and afterwards out of respect and as part of encouraging community involvement. The community as a whole (not identified

individual households) will be informed that the visits will take place. No household will be entered without the permission of the householder.

- e. AMF will liaise with MoH-NMCP to ensure that data shared will be sent in a format that allows import into AMF's PDCU database.
- f. Data will be passed to AMF within four weeks of the end of the PDCU.
- g. PDCU data, in anonymized and summary form, will be made public.

Each PDCU will take place within a one-month window centred on the 6, 12, 18, 24, 30-month points.

- 20) To ensure lessons are learned from the additional investment in PBO nets, monitoring of their effectiveness will be carried out by organisations and with funding to be agreed. The MoH-NMCP will provide AMF on a quarterly basis with monthly malaria case rate data for all districts in Uganda. MoH-NMCP will facilitate this monitoring.
- 21) The MoH-NMCP agrees to the following reporting for the entire project:

Pre-distribution

- 1. An overall Distribution Plan
- 2. A Pre-distribution Summary Report including a) description of the pre-distribution process, challenges and lessons learned, including dates; b) data per village: population, number of households, number of sleeping spaces, number of perfectly usable nets, number of nets required for universal coverage. The report and data will be sent to AMF within three weeks of the completion of the pre-distribution registration in each region.

Distribution

A Distribution Summary Report including: per village, actual number of nets distributed; description of the distribution process carried out, challenges and lessons learned. The report shall be provided within 1 month of the completion of the distribution.

- 22) In the event of a dispute, all parties will make the best efforts to resolve it through agreement. However, if that is not achieved, all claims shall be decided by arbitration by the International Chamber of Commerce. The arbitration will be held in Geneva in the English language, it shall be final and binding and enforceable by any court having jurisdiction.
- 23) This agreement will take effect when

- a. AMF confirms which NGO (or NGOs) will carry out the work identified in the Agreement. As specified above, AMF will liaise with the MoH-NMCP on selecting any NGO and;
- b. The MoH-NMCP confirms the number of nets required for each health area.

ARTICLE I: COMMENCEMENT AND DURATION

This Memorandum of Understanding shall enter into force and effect when duly signed by the authorized representatives of the two parties and shall remain into force and effect while the Health Initiatives Association operated in Uganda.

ARTICLE II: AMMENDMENT AND RENEWAL

This Memorandum of Understanding shall be amended by mutual written agreement of the two parties.

ARTICLE III: LAW APPLICABLE

This Memorandum of Understanding shall be continued and governed in accordance with laws of Uganda and any miss-understanding or disagreement arising out of this Memorandum of Understanding shall be settled through mutual discussions and amicable agreement. However, if that is not achieved, all claims shall be decided by arbitration by the International Chamber of Commerce. The arbitration will be held in Geneva in the English language, it shall be final and binding and enforceable by any court having jurisdiction

ARTICLE IV: DISPUTE RESOLUTION

Any dispute arising out of the operations or interpretation of this Memorandum of Understanding shall be settled through mutual and amicable understanding/discussion.