



ICRC



**MEMORANDUM OF UNDERSTANDING
(MOU)**

Between

**The International Committee of the Red Cross
(ICRC)**

And

**The Ministry of Health
(MOH)**

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Ministry of Health

AND

The International Committee of the Red Cross

THIS MEMORANDUM OF UNDERSTANDING (MoU) is entered into between

First Party:- The Ministry of Health, hereinafter referred to as The Ministry, represented by the Minister of Health; and

Second Party:- The International Committee of the Red Cross, hereinafter referred to as the ICRC, represented by Jürg Montani, Head of Delegation, Jordan;

hereinafter referred to collectively as the "Parties" and individually as a "Party"

INTRODUCTION

1. The ICRC is an independent, neutral and impartial humanitarian organization, entrusted by States – through the 1949 Geneva Conventions, their Additional Protocols and the Statutes of the International Movement of the Red Cross and Red Crescent – with a mandate to protect and assist victims of armed conflicts and other situations of violence;
2. Al-Bashir Hospital was established in 1954 in Amman Jordan and is one of Jordan's largest hospitals, containing 49 buildings and 80 departments, with a capacity of 1100 beds, extendable to reach 1500. It has 850 doctors, 250 specialists. Al-Bashir Hospital seeks to provide high quality health services and medical education that meet the needs of the Jordanian community.
3. This project will be implemented in the Department of Physiotherapy and Rehabilitation Sciences and Workshop of Prosthetics and Orthotics at Al Bashir Hospital that is affiliated to the Ministry of Health. Beneficiaries will include Jordanians, refugees as well as training students of the Faculty of Rehabilitation Sciences in Jordan University under supervision of specialists in the Department of Physiotherapy and Rehabilitation Sciences.

SECTION 1 – OBJECTIVES

- 1.1. General objective – The physically disabled people in Jordan benefit from appropriate physical rehabilitation services in Al Bashir Hospital that has standards of good quality service provision.
- 1.2. Specific objectives – In order to achieve the above general objective, the Parties shall seek to achieve the following specific objectives:
 - (a) Quality of Services. The physically disabled people attending Al Bashir Hospital receive appropriate physical rehabilitation services including assistive devices (prostheses, orthoses) of good quality from trained staff according to established treatment protocols and technological guidelines and according to available capabilities.
 - (b) Long term functioning / sustainability. The Al Bashir Hospital have the required capacity and resources to handle correctly the national physical rehabilitation sector and the provision and management of services at the central level.
- 1.3. Time frame and duration – The present MoU is concluded from the date of its signature until the 31 December 2019, renewable for the duration agreed upon in accordance with an annex issued for this purpose signed by both parties.

SECTION 2 – GENERALITIES

2.1. Management Responsibilities

(a) The Department and Workshop of Prosthetics and Orthotics (being within the department of Physiotherapy and Rehabilitation medicine) is under the responsibility and management of Al Bashir Hospital and the Jordanian Ministry of Health. If so required, the ICRC may advise on issues related to the management of the Department and Workshop of Prosthetics and Orthotics.

2.2. Working modalities

(a) The Parties to this MoU are committed to supporting Al Bashir Hospital Department and Workshop of Prosthetics and Orthotics in providing quality Prosthetics and Orthotics and associated physical rehabilitation services to service users. This support will be in the form of componentry that can be used to support service provision and also will allow students on placement to improve their skills. Technical support in the form of education and training will be available, as needed to implement this project, from the ICRC Physical Rehabilitation Programme Manager.

(b) All patients needing rehabilitation care available at Al Bashir Hospital will be equally treated based on medical priorities only and without any discrimination based on religion, race, ethnicity, gender, age, political affiliation or any other criteria that are unrelated to their medical condition.

SECTION 3 – SCOPE OF THE PROJECT

3.1.

(a) The ICRC will support training Jordan University's students of the Faculty of Rehabilitation Sciences, under the supervision of the Head of Rehabilitation and Physiotherapy, and the patients shall be determined in coordination with him and in accordance with the Ministry.

(b) ICRC assistance will be through:

- Donation of materials covering prosthetic and orthotic components necessary for teaching purposes.
- Assistance to clinical teaching of University of Jordan students – through direct educational support.
- Capacity building through education and training of Al Bashir Hospital staff, in areas agreed upon by Al Bashir Hospital and ICRC PRP Manager.

SECTION 4 – MANAGEMENT OF AND CONTRIBUTIONS TO THE PROJECT

4.1. Project management

4.1.1. Responsibilities of the Al Bashir Hospital

(a) The Al Bashir Hospital project management team will consist of the Head of the Department of Physical Therapy and Rehabilitation Sciences and the Rehabilitation team of medical staff specialists.

4.1.2. Responsibilities of the ICRC:

(a) The PRP Manager will meet formally with the Al Bashir Hospital project management team quarterly to review progress to ensure implementation of this MoU.

(b) The PRP will be supported by ICRC Field Officers as required for the purposes of translation, monitoring and evaluation, etc.

4.2. Staffing

4.2.1. Responsibilities of the Al Bashir Hospital Department and Workshop of Prosthetics and Orthotics.

(a) According to Al Bashir Hospital standards, the Department and Workshop of Prosthetics and Orthotics shall assign sufficient qualified and competent clinical and technical personnel. The Al Bashir Department and Workshop of Prosthetic and Orthotics management is responsible for all human resource matters.

4.2.2. Responsibilities of the ICRC:

(a) The ICRC will provide the necessary specialists in an ongoing manner to support the project in the designated priority areas. From time to time throughout the duration of this MoU, other ICRC specialists may be present to assist in areas such as education, prosthetics and orthotics, physiotherapy, medicine and any other area that the ICRC may consider appropriate. ICRC will cover all costs of salaries, accommodation, of any ICRC specialist who attends to fulfil the terms of this MoU.

4.3. Remunerations

4.3.1. Responsibilities of the Al Bashir Hospital

- (a) The Al Bashir Hospital is responsible for all of its staff working in the department and workshop of prosthetics and orthotics.
- (b) Nothing in the present MoU shall be interpreted as creating or acknowledging an employment or other direct contractual relationship between the ICRC and any staff working in and/or employed by the Al Bashir Hospital to implement the clauses of this memorandum.

4.3.2. Responsibilities of the ICRC:

- (a) ICRC bears no responsibilities for remunerations to Al Bashir Hospital staff involved in this project.

4.4. Equipment and supplies

4.4.1. Responsibilities of the Al Bashir Hospital:

- (a) The Al Bashir Hospital management shall ensure a safe and secure storage system for all equipment, materials and consumables including ICRC donations.
- (b) A location will be provided for a sealable storage locker for a stock of materials to be placed within.

4.4.2. Responsibilities of the ICRC:

- (a) The ICRC shall support, according to its budget, the Al Bashir Hospital and the Department and Workshop of Prosthetics and Orthotics by covering materials and consumables and other non-personnel related costs as deemed necessary and as according to the assessed needs.
- (b) All procurement of equipment and supplies will be done in accordance with ICRC logistics and procurement rules.

4.5. Infrastructure

4.5.1. Responsibilities of the Al Bashir Hospital

- (a) The Al Bashir Hospital shall be responsible at its own cost for all minor and major repairs at the department and routine preventive and curative maintenance, to ensure continuous and safe basic services (waste management, water and sewerage, furniture and medical equipment, electricity, buildings and surroundings).

4.5.2. Responsibilities of the ICRC:

- (a) The ICRC shall bear no responsibility for the provision, construction, maintenance, renovation, repair, etc. of infrastructure unless agreed with a separate and detailed Letter of Agreement for a specific project. Any such agreement will be consistent with this overall MoU.

SECTION 5 – TRAINING

5.1. ICRC shall organize training course(s) in collaboration with both the coordinator with the ICRC and the Head of the Physiotherapy and Rehabilitation Department, addressing areas that will benefit the Department of Physiotherapy and Rehabilitation Sciences and Workshop of Prosthetics and Orthotics. The purpose of this training is to improve the quality of the service that patients receive. These courses will be conducted by the ICRC PRP Manager.

SECTION 6 – COORDINATION

6.1. The Parties will agree to coordinate activities to avoid duplication and waste, to allow for opportunities to be capitalised on in a timely manner and to support informed decision making. To achieve this the PRP manager will meet with the head of the Department of Physiotherapy and Rehabilitation regularly to discuss implementation of this MoU.

SECTION 7 – DATA PROTECTION AND SECURITY

7.1. The ICRC processes patients' personal data in accordance with its internal Rules on Data Protection and the instructions applied in the Ministry of Health, which are based on high standards of personal data protection, and the ICRC shall provide a copy of the said Rules to Al Bashir Hospital upon request.

SECTION 8 – CONFIDENTIALITY

8.1. Al Bashir Hospital shall ensure that the staff assigned to, or collaborating with, the ICRC are bound by and complies with a duty of professional discretion and medical confidentiality. ICRC staff will likewise be held to this standard of conduct.

SECTION 9 – GENERAL CLAUSES

9.1. **Entry into force, duration and binding effect** – The present MoU enters into force on the date of its signature by all Parties, and will run until the 31st December 2019, unless it is terminated earlier in accordance with article 9.5. The terms and conditions of this MoU shall be binding on all the Parties hereto, their assigns, and successors-in-interest, as if they were specifically mentioned herein by name.

9.2. **Good faith** – The Al Bashir Hospital and the ICRC undertake to act in good faith with respect to each other's responsibilities and commitments under this MoU and to adopt all reasonable measures to ensure that the objectives of the MoU are achieved.

9.3. **Amendments** – The present MoU may be amended at any time by written agreement of the Parties thereto. Unless stipulated otherwise, any amendments made to the present MoU enter into force on the date of their signature.

9.4. **Renewal** – The present MoU may be renewed, on the same terms and conditions, for a further period of time as agreed, in writing, by the Parties.

9.5. Termination

9.5.1. The present MoU may be terminated at any time by any of the Parties by notifying the other Parties in writing, with a minimum of 90 days' notice, after which period the present MoU shall cease to have effect.

9.5.2. In case of force majeure, such as serious security risks for ICRC staff, the ICRC may terminate the present MoU with immediate effect or suspend its commitments and

responsibilities under the present MoU until such force majeure event does no longer exist.

9.6. **Dispute settlement** – Any divergence of views between the Parties arising out of the interpretation or implementation of the present MoU shall be promptly submitted in writing to the other Party. Any divergence of views between the Parties arising out of the interpretation or implementation of the present MoU shall be amicably resolved by a setup committee formed by the decision of the Minister of Health for this purpose. This committee shall include in its members one or more representatives from the ICRC and in case an amicable solution was not reached for this divergence, the specialised Jordanian courts shall be the final adjudicator.

9.7. **Privileges and immunities** – Nothing in the present MoU shall be directly or indirectly interpreted as a waiver on the part of the ICRC, of the privileges and immunities the ICRC and its staff enjoy under the Headquarters Agreement between The Hashemite Kingdom of Jordan and the International Committee of the Red Cross signed on 8 July 2001.

9.8. **Liability and indemnification** The Ministry of Health shall indemnify, as much as possible, the ICRC from any damages and costs resulting in any lawsuit in connection with the performance of this MoU, except in case such liability or claim results from gross negligence on the part of the ICRC.

SECTION 10 – ORIGINALS AND SIGNATURE

The present MoU shall consist of two originals in English and two originals in Arabic. Each Party shall receive an original of the Agreement in English and an original of the agreement in Arabic, signed by both Parties. In case of any differences in interpretation, the Arabic version prevails.

In witness whereof, the parties hereto have signed this agreement:

Done this ...*Sunday*...day of 10/3/2019 in Amman

First Party
The Ministry of Health

Health Minister
Dr Ghazi Al-Zaban

Second Party
**The International Committee of the Red
Cross**

Head of Delegation
Jürg Montani



Signature



Signature