

Memorandum of Understanding

Between

The Ministry of Health
In the Hashemite Kingdom of Jordan

And

Médecins Sans Frontières (MSF)-France

The Memorandum of Understanding (MoU) was concluded between:

The Ministry of Health in the Hashemite Kingdom of Jordan (MoH)

Médecins Sans Frontières (MSF) - France, a branch of a foreign association registered in accordance with law no 51 with regard to associations, of the year 2008 as amended on July 28th 2011, under number 02011071100002, based in Amman, with information and mailing address: PO Box 510928 Amman 11151, Jordan, represented by Marc Schakal, Head of Mission (Médecins Sans Frontières (MSF)-France).

The Ministry of health and MSF-France are referred to as "the parties".

Introduction:-

According to the letters of HE the Minister of Planning and International Cooperation, under number (6597/19/2/5) on June 21st 2017 and under number (7373/19/2/5) on July 19th 2017 and the letter of the head of mission of the association date on June 6th 2017, it was agreed to sign this memorandum of understanding for the following terms, conditions and obligations:

1. Targeted groups:

- a. Victims of conflicts, according to the internationally accepted definition of this category of persons in the international humanitarian law, whether they are residing inside the Jordanian territories or in countries adjacent to the Jordanian borders, provided that their entry into Jordan has been approved by the Jordanian government in accordance with Jordanian national legislation.
- b. MSF commits to return the patients back home after the completion of their treatment immediately after informing and getting agreement of MoH and concerned authorities.
- c. MSF commits to provide treatment services for Jordanians with a percentage of 30% at least.

2. Aims of the MoU

MSF- France is a humanitarian international medical organization operating in Jordan in accordance with Jordanian laws. MSF developed reconstructive surgery activities in a private – Al Mowasah, Marka, Jordan - self-managed hospital including plastic, maxillo-facial and orthopedic surgery; as well as OPD, Physiotherapy Care and Psycho-social Care.

Activities execution:

The Ministry of Planning and/ or Ministry of Health (as applicable) commits to:

- a. Allowing MSF to operate a private humanitarian hospital under the oversight of the Ministry of Health, in accordance with the prevailing government regulations, laws and instructions.
- b. Granting MSF France the licenses necessary to rent and operate Al Mowasah hospital in Jordan located in Marka, Al Turmudhi Street in accordance with the laws of the Jordanian

b- Non-Jordanian residents working for MSF:

- MSF is committed to the Jordanian laws and regulations governing the affairs of foreigners and NGO workers of non-Jordanian nationality, including income tax and work permits and any other financial obligations. Recruiting a non-Jordanian staff member to work for MSF-France in Jordan should be approved by related authorities.
- The issue of entry visas and residencies for non-Jordanians in accordance with the Ministry of Interiors law.

6. Emergency preparedness and response:

In addition to the MSF-France work in responding to situations of violence or other medical emergency needs such as epidemic outbreaks, the association will offer to provide help to Jordan, in coordination with the Ministry of Health, if requested by MoH.

7. Memorandum duration and expiry:

This Memorandum shall be valid for a period of two years only from the date of signature. In case any of the parties wishes to renew with the other party, a written notice shall be submitted by the party to the other 90 days before the end of the Memorandum.

The approval will be given by a letter from the Minister of Health to the Organization with the same terms, conditions and obligations as contained in this Memorandum.

General provisions

9.1 Use of names

The memorandum herein should not be interpreted as giving the right to any of the parties to use the other party's name, logo, acronym, or modified name, logo or acronym in any promotion or sale publication or any other oral, online or written communication, following prior written approval by the party whose name, logo or acronym is intended for use.

9.2 Modification

In case of major change in the current situation, an amended draft of the memorandum herein can be prepared, negotiated and approved any time, in accordance with a written agreement between the parties.

9.3 Good will

The parties commit to implement the memorandum herein in good will, in terms of their rights and responsibilities towards each other, and take all reasonable measures to ensure the goals herein are fulfilled.

9.4 Dispute settlement

- a- The memorandum herein and any rising or related non-contractual commitments will be interpreted according to the laws and regulations of the Hashemite Kingdom of Jordan.
- b- In the event of conflict ("dispute") related to the memorandum herein, the parties commit to meet and seek to settle the dispute amicably.
- c- In case of failure to do so within a deadline of thirty (30) days, as of written notice by one the parties, Jordanian courts will be competent to rule in disputes related to the memorandum herein, according to the Jordanian laws and regulations. The language used in the litigation will be Arabic.
- d- In case any text herein is contrary to legal legislations or impossible to implement, it will be cancelled by the Ministry of Health without any objection from MSF-France, while as the rest of articles in this MoU will remain valid.

9.5- Final terms

- A) Any previous memorandum signed with MSF France should be considered as cancelled.