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Ghana Health Service
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28th January, 2011

MEMORANDUM OF UNDERSTANDING FOR HEALTH ASSISTANCE TO DEPRIVED COMMUNITIES IN GHANA

Whereas Ghana Health Service's aim is to pursue the continuous improvement of medical assistance all over Ghana, therefore giving appropriate attention also to any and all remote and deprived areas.

Whereas everywhere onlus, a non profit organization established, registered and based in Milan, Italy having among its statutory aims the assistance to any deprived populations, countries or areas based on appropriate innovative and effective approach,

And

Whereas the Ghana Health Service (hereafter referred to as "GHS" is willing and ready to explore any innovative approach which could benefit deprived or remote populations and areas with a preliminary pilot project for a period of three calendar years, thus being prepared to allocate the necessary human and relevant resources

And Everywhere onlus (hereafter referred to as "the Italian NPO") has a specially designed project meant for remote and deprived areas based on mobile sanitary units (i.e. one mobile clinic fully equipped also for long range autonomy, hauled by a 4x4 truck and serviced by a 4x4 all purpose vehicle) led by an experienced, volunteer, expatriate medical doctor in charge of the overall unit governance to deliver medical services (i.e. preventive, direct assistance, health education to population as well as medical training to Ghanaian medical staff of the mobile unit team).

The GHS hereby covenants as follows:

- I. To indicate the areas of the country where the pilot project has to be implemented.
- II. To indicate the preferred sectors of assistance among the possible ones (neonatology, pediatrics, maternal health, dental health, eye care, malaria, TBC, HIV, etc.) as expected in the specific areas.
- III. To provide the Italian NPO with Ghanaian legislation and GHS/Ministry of Health guidelines based on WHO criteria.
- IV. To provide the mobile units with adequate staff (i.e. medical assistants, midwives, nurses, driver mechanics as necessary and appropriate) and procure pharmaceuticals and other medical consumables as pertains in GHS facilities
- V. To facilitate and possibly secure duty free importation of the vehicles being part of the mobile units as well as their medical and non medical supplies, appliances.

and fittings; and/or re-exportation of same at the end of the agreed period of assistance or in case Ghanaian authorities deem that necessary.

- VI. To ensure whenever necessary any needed support from authorities (i.e. ministries, communities, police, GHS/Ministry of Health, etc).
- VII. To grant the project proposed by the Italian NPO full GHS probation therefore not requiring further feasibility study

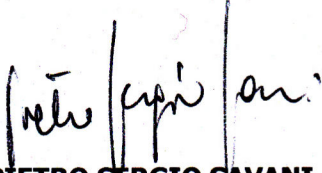
The Italian NPO hereby covenants as follows:

- I. To operate the agreed program of assistance to its possible best following the laws, regulations, and guidelines received and agreed upon and following pre-planned itinerary of outreach visits to the selected communities determined by the team manager (i.e. the volunteer expatriate doctor in charge of the units governance) in areas selected by GHS.
- II. To facilitate and possibly secure the support of major Italian university faculties of medicine and surgery dealing with diseases encountered; it is to be noted that a number of senior lecturers of universities in the North of Italy are members of the advisory board of the Italian NPO.
- III. To prospect and possibly secure for the GHS any opportunities of participating in Italian research development and/or exchange programs.
- IV. To propose whenever possible and applicable telemedicine for remote diagnosis and response; a specific project meant for Burkitt's lymphoma screening operated with digital orthopantomograph is presently under study to give periodical check to pre-school and primary school children.
- V. To link the units with GPS satellite locating and monitoring devices.

The parties also hereby jointly agree as follows:

1. It will be the responsibilities of both GHS and the Italian NPO, should the pilot project be jointly considered as practicable and effective, to secure any appropriate funding for the project from any national and international sources in order to scale it up.
 - Towards other deprived areas, ie with more mobile units
 - Towards other medical specialties
 - Towards the extension of its operation, i.e. in number of years of further operation
 - Towards a proposal of a joint mobile approach and initiatives to African Countries having exchange health programs with Ghana, GHS and Italy.
2. It will be the responsibility of each party to nominate a specific person to act on behalf of own party in any circumstances, therefore making his decisions fully acknowledged and ratified.
3. The parties agree to settle any unlikely controversies on a direct amicable way (by appointing a jointly nominated arbitrator, if deemed it as necessary) therefore not giving grace to legal actions as the first line of action.
4. This memorandum of understanding will be tenable to possible mutual amendment at a later date whenever necessary.

5. Either party may rescind this agreement by giving convincing reasons and a fair and reasonable notice to the other to terminate. The notice required to be given shall be deemed to be properly given if sent by post, facsimile, or recorded delivery and sent to the address as given by the parties.



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