



USAID
من الشعب الأمريكي



MEMORANDUM OF UNDERSTANDING

Between

The Ministry of Health of the Hashemite Kingdom of Jordan

And

The United States Agency for International Development

This Memorandum of Understanding (MOU) is to confirm the cooperation and collaboration between the Ministry of Health (MOH) of the Hashemite Kingdom of Jordan and the United States Agency for International Development (USAID). The MOH and USAID have a common interest in undertaking a mutual program of activities to assist the people of Jordan in effectively ensuring continued access to modern contraceptive methods as a key element of the Hashemite Kingdom of Jordan's 2000 – 2020 National Population Strategy. Therefore, jointly the "Parties" will establish and implement a process focused on an orderly transition of modern contraceptive procurement responsibilities for Jordan's public sector from the United States Government to the Hashemite Kingdom of Jordan. This process shall be known as the Contraceptive Phase-over Plan.

USAID and the MOH are entering this partnership while wishing to maintain their separate and unique missions and mandates, and their own accountabilities. Nothing in this MOU shall be interpreted as superseding or interfering in any way with other agreements or contracts entered into between USAID and the MOH/GOJ, either prior to or subsequent to the signing of this MOU. The Parties further specifically acknowledge that while this agreement is neither legally binding nor obligating agreement, it does include parallel financing mechanisms which allow each party to establish a separate mechanism(s) through which to provide resources to support the partnership's work (financial, human, and/or in-kind).

Purpose Statement

The purpose of this MOU is to commit both Parties to a multi-year Contraceptive Phase-over Plan. Specifically, USAID will continue to support the procurement of specified public sector modern contraceptives for the people of the Hashemite Kingdom of Jordan in accordance with an agreed-upon 2005 – 2008 phased transition schedule associated with the Hashemite Kingdom of Jordan's total assumption of responsibility for the procurement of all forecasted public sector modern contraceptive needs by the Year 2009. This plan aims at maximizing the long-term public benefit of resources invested by both the MOH and USAID in improving the health status of the Jordanian population. Furthermore, this MOU illustrates the levels of commitment of both Parties in order to guarantee the eventual phase over of responsibility from USAID to the MOH for contraceptive procurement.

Operating Principles

Partnership between the MOH and USAID forms the foundation for this contraceptive phase over plan. From the MOH side, the project is managed by the principal counterpart, the Director of Maternal and Child Health (MCH Directorate) who is supported by a team of technical counterparts from various GOJ entities. From the USAID side, the plan will be managed by the Team Leader, Population and Family Health Office, with the support of other USAID staff or USAID-provided technical experts.

A Technical Committee for Contraceptive Security has been functioning since April 14, 2005. The Technical Committee is chaired by the Director, MCH Directorate, Head of the OBGYN Specialities within the MOH, Director of Supply, Director of Procurement, Representative from HPC, Representative from Jordan FDA, Head of Information Section with the MCH Directorate, the PFH Team Leader, and the Chief-of-Party of the Health Policy Initiative (HPI) as members. The Technical Committee will monitor the progress and coordinate decisions on a quarterly basis. Furthermore, Technical Committee decisions will be the reference point to resolve conflicts arising during implementation of the Plan including, but not limited to, cancellation of activities proven to be unsustainable, course corrections, and amendment of this MOU.

ARTICLE 1

OBLIGATIONS OF USAID

The United States Agency for International Development, agrees to:

1. Provide and support the procurement of modern contraceptives in response to the Hashemite Kingdom of Jordan's public sector forecasted modern contraceptives needs in accordance with the procurement schedule described in Table 1 below:

PRODUCT:	INJECTABLES (Depo-provera)	CONDOMS (No-logo)	IUDS (Copper-T-380A)	COMBINED OCS (Lo- Femenal)	PROGESTIN ONLY PILLS (Ovrette)
<u>YEAR</u>	Quantity	Quantity	Quantity	Quantity	Quantity
2004	26,000	1,500,000	40,000	160,800	171,600
2005	13,600	7,626,000	190,000	504,000	179,500
2006	0	0	0	250,800	90,000
2007	0	0	0	250,800	0
2008	0	0	0	0	0

2. *Facilitate during the 2005 – 2008 transition period, the provision of technical assistance to support the strengthening of the MOH's ability to implement effective contraceptive quality assurance practices that ensure a level of contraceptive product quality for GOJ procured contraceptives equivalent to the quality level of contraceptives donated by USAID.*

¹ Table 1 was updated on August 17, 2006 in line with the Pipeline Analysis from the MCH Directorate, MOH.

3. Facilitate a collaborative working relationship and appropriate transfer of technical skills between all USAID-provided technical advisers and MOH-assigned counterparts at both central and governorate levels.
4. Assign an appropriate counterpart to work with the MOH's designated counterpart to address technical issues associated with the implementation of this memorandum of understanding.
5. Facilitate the joint and timely definition, writing, production, and dissemination of technical reports for all contraceptive procurement and logistics-related MOH activities following jointly-agreed upon criteria and time schedules.
6. Provide funding, subject to availability from USAID and under USAID-approved funding levels and regulations, for organizational, training and seminar costs, including MOH staff per diem and travel costs, associated with contraceptive procurement and logistics-related MOH activities.

ARTICLE 2

OBLIGATIONS OF THE MINISTRY OF HEALTH (MOH)

The Ministry of Health, agrees to:

1. Provide and support the procurement of modern contraceptives in response to the Hashemite Kingdom of Jordan's public sector forecasted modern contraceptives needs in accordance with the procurement schedule described in Table 2 below:

Table 2: HASHEMITE KINGDOM OF JORDAN MODERN CONTRACEPTIVE TRANSITION PERIOD PROCUREMENTS ^{2 3}					
PRODUCT:	INJECTABLES (Depo-provera)	CONDOMS (No-logo)	IUDS (Copper-T-380A)	COMBINED OCS (Lo- Femenal)	PROGESTIN ONLY PILLS (Ovrette)
YEAR	Quantity	Quantity	Quantity	Quantity	Quantity
2004	0	0	0	0	0
2005	0	0	0	0	0
2006	15,200	2,000,000	0	0	0
2007	16,000	2,304,000	0	0	0
2008	15,200	3,000,000	0	300,000	138,000

2. Earmark sufficient budget support for the purchase of modern contraceptives.

² Since the MCH Logistics System has a large stock of USAID-supplied IUDs, the MOH will not have to procure IUDs until 2009.

³ Due to the nature of contraceptive projections, the quantities listed above may vary from year from year depending on factors such as contraceptive prevalence, method mix, etc.

USAID and MOH counterparts recommend that the MOH allocate an estimated total amount of JD 298,992 to cover such purchases for GOJ fiscal years 2005 – 2008 starting in fiscal year 2005 (i.e., JD 40,000 for year 2005; JD 63,210 ;2006; JD 74,694 for 2007; and JD 121,088 for 2008).⁴

3. *Assume responsibility for and allocate the financial resources needed to establish quality assurance testing procedures and practices that ensure a level of contraceptive product quality for GOJ procured contraceptives equivalent to the quality level of contraceptives donated by USAID.*
4. Abide by established international agreements with reference to tendering and procurement to which the Hashemite Kingdom of Jordan is a signatory.
5. Assign an appropriate counterpart to work with the USAID/Jordan's designated counterpart to address technical issues associated with the implementation of this memorandum of understanding.
6. Assume responsibility for salary remuneration of all MOH staff associated with the contraceptive procurement transition period.
7. Participate in the definition, writing, production, and dissemination of all technical reports associated with the contraceptive procurement transition period.
8. Facilitate the process leading to the issuance of all Government of Jordan documentation and approvals associated with the procurement of contraceptives procured by USAID on behalf of the Hashemite Government of Jordan.
9. Ensure and arrange, in coordination with other Government of Jordan ministries or entities as appropriate, for exemption for all taxes and fees, including Value Added Tax (VAT), on the import, export, purchase, use or disposition of all contraceptives procured by USAID on behalf of the Hashemite Government of Jordan.

ARTICLE 3

PERIOD OF MEMORANDUM OF UNDERSTANDING

1. Any amendment to this Memorandum of Understanding can be made in writing after consultation and by mutual consent of the Parties.
2. The Memorandum of Understanding shall be effective from the date when the Parties have signed it and be valid through October 1, 2008.
3. The Memorandum of Understanding may be terminated by either Party subject to written notice at least 3 (three) months in advance.

⁴ Unit Prices (in JDs) in 2005 based on international tender prices with a 5% inflation factor per annum and used for these projections are the following: Injectables: 1 JD; Condoms: .0225 JD; IUDs: 1.05 JD; and Ocs.05 JD.

IN WITNESS WHEREOF, the authorized representative, whose names are shown here below, have signed this agreement.

In 3 (three) originals, all texts being equally authentic.

Date:

The Ministry of Health
By the Minister of Health

Date:

The U.S. Agency for International
Development
By USAID Mission Director