

Memorandum Of Understanding (MOU)

Between

Wolmera Woreda Health office

And

Abay Nilo Azul Association

Preamble

This Memorandum of understanding is made and entered as of the day of April 21,2011 by and between WOLMERA WOREDA HEALTH OFFICE and the ABAY (Nilo Azul) Association (ABAY Blue Nile Association) ,hereinafter referred as “ABAY ” ,a donor working for the development of Ethiopia and existing under laws of Spain with C.I.F.: **G54195680**, and recorded in the “Registro Nacional de Asociaciones” under the code 588177 having its office in Spain ,Valencia .

Hereinafter referred jointly as parties.

Whereas WOLMERA WOREA HEALTH OFFICE is a Ethiopian health entity. It executes several programs under areas of health prevention ,care and support for the Ethiopian population and other cross cutting capacity building activities.

Whereas ABAY is a non –profit social entity, whose purpose is to promote, process and program for cooperation regarding human development and humanitarian aid actions focusing of Ethiopian people and developing countries.

Now therefore, in consideration of the premises and mutual covenants herein set forth the Parties have reached the following understanding:

1. Purpose of MOU

The parties acknowledge and agree the purpose of the memorandum of understanding (MOU) is to make the cooperation between the two parties which enable to support the programs and projects that enhance the health people. Under any circumstance it will not oblige the two parties to involve in activities that are beyond the limits of their mandates stated by their respective country laws.



2. Responsibilities of Parties

2.1. Responsibilities of WOLMERA WOREDA HEALTH OFFICE

- 2.1.1.1. Prepare and submit proposals that address the needs of the targets when Abay discloses availability of fund or otherwise promising.
- 2.1.2. Handle material and financial donations from Abay accordingly.
- 2.1.3. Make timely reports of distribution of donated materials and financial donations for execution specific projects.
- 2.1.4. Keep record of physical and financial reports and show when requested by Abay or other legal entities that have mandates to go through them.
- 2.1.5. WOLMERA WOREDA HEALTH OFFICE must report the development of each project frequently

2.2. Responsibilities of Abay

- 2.2.1. Make material and financial aid to the programs of WOLMERA WOREDA HEALTH OFFICE that enhance the lives of the population.
- 2.2.2. Control and monitor the execution of such programs.
- 2.2.3. Keeps confidentiality of reports and pictures that state beneficiaries and don't use them for any other purpose otherwise.
- 2.2.4. Create coordination and collaborations that strengthen the partnership of the two parties.
- 2.2.5. Assist WOLMERA WOREDA HEALTH OFFICE in knowledge transfer, skill and capacity building, networking and collaboration for effective program implementation.
- 2.2.6. Abay can propose different projects for Wolmera Area.
- 2.2.7. Abay draw a contract for each project.



3. Disputes

Any disputes or difference under or in connection with this MoU must be resolved under private international law.

4. Validity of the MOU

4.1. This MoU shall come into effect upon the signing by the Parties of this MoU and from the date of signature it shall be valid until the end 2013.

4.2. This MoU may be terminated on the following grounds: If any of the Parties intend to terminate this MoU it may be terminated by giving six months prior notice to the other Party. However, if any liability is created mutually within the validity period of this MoU, the Party terminating the MoU shall bear its share of such liability.

5. Attachments

The following appendices shall be taken as attachments of this MOU.

5.1. The registration certificates of the two parties

5.2. Any other document that parties may feel necessary at the time of signing.

On Behalf of

ABAY

Name Francisco Carrion Tazuer

Position President

Date and place Moldu

On Behalf of

WOLMERA WOREDA HEALTH OFFICE

Name Nagassa Hitno Wagayob

Position Director

Date and place Wolmera

