



MEDECINS DU MONDE - RESISTANT DOCTORS OF THE WORLD - دكتورا عالميا - LÄKARE I VÄRLDEN
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PARTNER AGREEMENT Ref. MdMBE-POC/EMUK/2022

Period: November 1st 2022 – March 31st 2023

By and between:

The organisation **MEDECINS DU MONDE - DOKTERS VAN DE WERELD (MdM BE)**
Having its registered office at: RUE DU BOTANIQUE 75, 1210 BRUXELLES, Belgium. With
the registration number: N° 460162753
And represented by the Executive Director, Michel Genet,
Hereinafter referred as to the **"Supporting agency"**

The Poliklinika Karlova Ves, represented by its Director, Mrs. Silvia Némethová,
Hereinafter referred as to the **"Implementing Partner"**

with the partners being hereinafter potentially referred as to "the Parties"

Both parties have agreed to the following annexes:

- Annex I – Concept note
- Annex II – Monitoring Form / Reports template

which form an integral part of this Partner Agreement:

INTRODUCTION

PRESENTATION OF THE PARTIES AND DEFINED TERMS

The parties referred to above have agreed to enter together into the Partner Agreement signed under the terms and conditions described in this Agreement. .

- The **"Supporting agency"** is responsible for in-kind donation of predefined maximum amount in Euro to the **Implementing Partner** to implement the activities in the frame of project.
- The **"Implementing Partner"** is the party in charge of the implementation of the health related services during the project duration.
- The **"Project"** is the programme which is the subject of the agreement and which is implemented by the **Implementing Partner**.

The parties agree that any modification of the intervention documents, including the resizing of the intervention, the redefinition of the project or the definition of new projects will be specified as separate addendums to this agreement.

Project number	MdMBE-POC/EMUK/2022	Project Acronym	Petrzalka outpatient clinic
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ARTICLE 1 - JOINT PRINCIPLES

The Parties wish to reaffirm compliance with the following under all circumstances:

- In the capacity of a non-governmental aid organisation and public authorities/institutions, their complete independence with regard to all private, financial or commercial interests.
- The principles of humanitarian aid action: humanity, neutrality, independence and impartiality, which underlie and guide all aid work,
- The principles of medical ethics, such as: respect for personal dignity, non-discrimination, duty to do no harm, free and informed patient consent, confidentiality, duty to protect.
- The principle of non-discrimination, fight against corruption.

Violation of joint principles or breach of medical ethics may lead to suspension and/or termination of the Project as outlined in Articles 9 and 10.

ARTICLE 2 - CONTRACTUAL DOCUMENTS

The documents listed below form the entire agreement entered into by and between the Parties in relation to the subject thereof, and supersede and cancel all previous declarations, negotiations, undertakings, written or verbal communications, acceptances, understandings and agreements by and between the Parties having the same purpose. This document and the annexes hereto form the entirety of the Agreement. This agreement (hereinafter, the "Agreement") takes precedence over all other documents.

The contractual documents must be interpreted as forming a coherent and unified whole, each individual document being completed and clarified by reference to the others, in both technical and legal terms. In the event of discrepancies between these documents, the order of priority (from highest to lowest importance) is as follows:

1. This Partner Agreement (between Parties)
2. The annexes
3. Other sources of information, including but not limited to **Supporting agency** policies and procedures, etc.

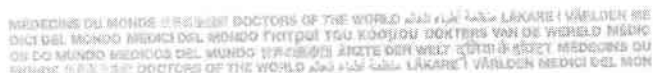
ARTICLE 3 - PURPOSE

The purpose of this partnership agreement is to define the detailed methods governing the partnership and determine the role and responsibilities of each of the Parties in the implementation of the Project, in accordance with the aims and methods for the use of the funding described herein and in the grant agreement.

ARTICLE 4 – PROJECT OBJECTIVES

The objective of the Project is to improve access to health services through support to the Petrzalka outpatient clinic for enhancing provision of healthcare services for refugees who fled Ukraine regardless of their legal status. This agreement establishes the donation of ultrasound equipment to facilitate the performance of medical activities.

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Activities will be regularly evaluated in line with utilization to ensure relevance to changing context and effective use of resources.

The **Supporting Agency** has budgetary resources through financing granted by the Belgian Consortium for Emergencies (Consortium 12-12). The Project will be executed in Slovakia by the Implementing Partner to meet the health needs of refugees fleeing from Ukraine. The detail of the intervention is indicated in annex 1

ARTICLE 6 – UNDERTAKINGS AND RESPONSIBILITIES OF THE PARTIES

The Parties shall keep each other informed about developments regarding the Project and shall consult each other as foreseen in the Partner Agreement.

The Parties shall inform each other of any incidents of any kind having an impact on the material assets, personnel, programme subject hereof or the “image” of the Parties, and an incident report may be requested.

If one of the Parties is faced with significant financial or internal difficulties liable to prevent the fulfilment of the agreement, this Party must inform other as soon as possible.

The Parties shall designate one single permanent contact person:

- For the Supporting agency: Project Coordinator
- For the Service Provider: MUDr Tatiana Spevákova

to which the following tasks among other things shall be allocated:

- To ensure the proper performance of the Project in accordance with the forecast timetable validated by the Parties;
- To ensure the proper use of the financial contributions paid: end use of the financing and performance of the project;
- To define and suggest all provisions allowing any discrepancies potentially observed between the obligations of MdM pursuant to the Agreement and the performance of the Project to be remedied;
- To alert and send notification of any internal or external financial difficulties liable to act as an obstacle to or prevent one of the partners from complying with its contractual obligations with regard to the Project.

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6.2 RESPONSIBILITIES OF THE SUPPORTING AGENCY

The **Supporting agency** will purchase and deliver the agreed products, based on what is established in this document and in the respective annexes.

The procurement and donation processes will be carried out in accordance with the operating procedures required by the **Supporting agency** and with consideration of Slovak legislation.

The **Supporting agency** may request additional documentation to support the monitoring of the intervention.

The donation of the ultrasound indicated in this agreement will be subject to the signing of a delivery certificate whose conditions establish that its use will be made available free of charge to refugees and in full compliance with the applicable provisions and regulations. The original of the documents (invoices, delivery certificates, etc.) will be kept by the **Supporting agency** and a certified copy will be provided to the **Implementing partner** for the respective purposes.

6.3 RESPONSIBILITIES OF THE IMPLEMENTING PARTNER

The **Implementing Partner** shall:

- Equipment donated by the **Supporting agency** within the framework of this agreement, will be made available free of charge to refugees and in full compliance with the applicable provisions and regulations.
- Provide monthly reports according to the template indicated in annex 2; additionally, the implementing partner may provide more complete reports, including success stories, lessons learned and global reports of the activities carried out in the outpatient clinic

ARTICLE 7 - TERM

This agreement shall come into force on the date of its signature until the ending of all contractual obligations within the framework of the project, and, whenever applicable, the definitive closure of actions / activities linked to the health care of refugees.

ARTICLE 8 - REVISION

The Parties have a mutual obligation to provide information regarding any changes concerning the project that might have consequences for the application of this Agreement and to find an appropriate solution for each such consequence.

The present agreement can, if necessary, be revised and modified. Any request for revision must be made in writing by the requesting party and addressed to the other party. Any modification must be approved in writing by both parties.



MEDICINS DU MONDE « LES DOCTEURS OF THE WORLD » دكاترة العالم LÄKARE I VÄRLDEN MEDICI DEL MONDO MEDICI DEL MONDO TUDYDNI TOV KOKHOU DOKTERS VAN DE WERELD MÉDIC OS DO MUNDO MÉDICOS DEL MUNDO DOKTEREN ARBEITEN WELT DOKTERE ARBEITEN DOZ MEDICINIS DU MONDE « LES DOCTEURS OF THE WORLD » دكاترة العالم LÄKARE I VÄRLDEN MEDICI DEL MONDO

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ARTICLE 9 - PARTNERSHIP SUSPENSION CLAUSE

The **Supporting agency** may suspend its support, in whole or in part, in the event of a breach of the obligations under this Agreement.

Before suspension of the support, the **Supporting agency** will send a pre-information letter to the **Implementing Partner**:

- Formally notifying the intention to suspend the support and reasons why, and
- Requesting observations within 10 days of receiving notification

If the **Supporting agency** does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (confirmation letter). Otherwise, it will formally notify that the procedure is discontinued.

The suspension will take effect the day after the confirmation notification is sent. If the conditions for resuming support are met, the suspension will be lifted; the **Supporting agency** will formally notify the **Implementing Partner** concerned and set the suspension end date. If conditions for resuming support are not met, action may be taken to terminate the partnership as outlined in Article 10.

ARTICLE 10 - PARTNERSHIP TERMINATION CLAUSE

In case of the non-performance of the clauses of this Agreement by one of the Parties, the Agreement may be terminated in full one month after notice has been sent to the other Party.

Termination on the grounds of Force Majeure

If, during the course of the performance of this Agreement, it proves impossible or difficult for either of the Parties to perform their obligations for reasons related to an event of force majeure, such Party must give written notice confirming the existence of this event of force majeure to the other party.

For the purpose of this Agreement, the term “force majeure” shall mean any unforeseeable exceptional situation or event beyond the control of the Parties which prevents either Party from fulfilling any of its obligations pursuant to this Agreement, not due to error or negligence by such Party (or by their personnel, agents or other representatives, or authorised subcontractors), and which proves insurmountable despite all reasonable efforts.

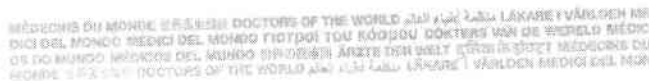
In the event of an interruption to the partnership on the grounds of a force majeure event both parties shall file a report on any incident or threatened interruption to the project, subject of the Agreement;

If no agreement can be reached between the Parties on the termination of the partnership, the detailed dispute resolution methods set out in Article 11 below shall apply.

ARTICLE 11 - DISPUTE RESOLUTION

Any difficulties or disputes that may arise during the performance of this Agreement shall, in priority, be subject to amicable resolution. If this attempt at amicable resolution and

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mediation is unsuccessful, the Parties reserve the right to bring the matter before the respective courts.

This Agreement has been drawn up in two original copies in English. One copy of this Agreement will be retained at each institution.

The Supporting agency

Michel Genet
Executive Director

The Implementing Partner

Mrs. Silvia Némethová
Director

Signed i

on: 5 / 12 / 2022

Signed in

on: 5 / 12 / 2022

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Annex 1 – Petrzalka Intervention concept note

Overview

Since the escalation of the conflict in Ukraine on 24 February 2022, it was recorded around 700,000 border crossings of refugees fleeing the crisis to Slovakia. Most refugees are women, children, older people, and those with specific needs, often requiring urgent medical care and mental health support. As of June 22, 2022, 86% arrivals from Ukraine are women and children (UNHCR, June 2022).

Emergency services were set up at the border points to provide incoming refugees with access to acute care before transporting them to hotspots for registration and further support. In the early weeks of the war, up to 15,000 people crossed per day through Ubl'a, Vyšné Nemecké and Veľké Slemence border points. However, currently the number of crossings from Ukraine to Slovakia is significantly lower (up to 4,000 per day).

According to latest reports, 60% of the refugees intend to stay in Slovakia (UNHCR - Lives on Hold: Profiles and Intentions of Refugees from Ukraine). Currently the regional health authorities are establishing the options for Ukrainian refugees to access the healthcare services in respected communities. As such in Bratislava regional public health authorities provide healthcare to refugees in Petrzalka outpatient clinic, Bratislava city, Slovakia. Médecins du Monde Belgique (MdM) in respond to the call of regional health authorities conducted the rapid health facility assessment during July-August 2022. Considering mentioned decrease of border crossings and refugees intention to settle themselves, there is logical increase of health consultation in Petrzalka outpatient clinic – 1,144 visits in July 2022 compared to 70 visits in March 2022. Needs in additional medical equipment, medical consumables, COVID-19 related infection prevention and control (IPC) measures, as well as payments to medical staff and potential trainings and/or capacity building were identified. Based on the results of mentioned assessment and in line with MdM Ukrainian crisis response strategy, the support for Petrzalka outpatient clinic is presented in this concept note.

Proposed response

Médecins du Monde Belgique (MdM) proposes to support the Petrzalka outpatient clinic for enhancing provision of healthcare services for refugees in Slovakia. The intervention is including provision of medical equipment.

The planned response comprises the following activities: Procurement and in-kind donation of portal ultrasound equipment as well monthly reporting on achievements.

Based on the proposed activities it is estimated to reach around 4000 direct beneficiaries.

The planned intervention period is November 2022 – March 2023. During the period of the intervention the outpatient clinic will provide reports to MdM on the agreed reporting form. After the finishing of the intervention all donated equipment and other medical supply will remain within outpatient clinic and will be used to provide free-of-charge medical services for Ukrainian refugees.

In case MdM will extend its presence in Slovakia the intervention could be extended as well based on the context and needs assessment.

Considering the current stage of the conflict in Ukraine and existing low scale trend with new refugees' arrival, MdM is proposing the support for already established and functioning outpatient clinic in Bratislava region. While the context is fluid and may change rapidly and Slovakia may face another rapid influx of refugees, the medical equipment could be used for new refugees and with a support of medical staff available to scale up the activities. In collaboration with regional health authorities MdM would provide additional support as required. In addition, as a contingency plan MdM will procure and donate a contingency stock of medical supply, medications, PPE and IPC to ensure that items are rapidly available in case of new refugee wave.

Presented intervention is built in collaboration with regional health authorities who are running Petržalka outpatient clinic and are responsible for healthcare provision to refugees in Bratislava region. Portable ultrasound equipment and other medical consumables will be donated directly to outpatient health center at Petržalka, governed by regional health authorities and would be maintained within the self-governed regional health care system. Aiming to be accountable to partners and beneficiaries MdM is openly communicating the period of proposed intervention and clearly presenting the scope and criteria of partnership. In case MdM will finalise the presence in Slovakia at the end of March 2023, current intervention will have a longer-term impact as medical equipment will stay within self-governed regional health care system of Bratislava region and will provide patients with required health services in upcoming years.

Month _____

NNo	Name and surname of patient	Address in Ukraine	Diagnosis	Age (women of reproductive age)	Date of investigation	Signature Of patient
	Total					