

MEMORANDUM OF UNDERSTANDING
BETWEEN _____ AND THE UNITED NATIONS
DEVELOPMENT PROGRAMME CONCERNING THE DEVELOPMENT OF A
MODEL FACILITY UNDER THE PROJECT: “Demonstrating and Promoting Best
Techniques and Practices for Reducing Health-Care Waste to Avoid Environmental
Releases of Dioxins and Mercury”

Whereas the _____ **[name of facility]** (hereinafter referred to as "the Health Facility") has informed the United Nations Development Programme (hereinafter referred to as "the UNDP") of its willingness to participate in a project (herein referred to as “the Project”) to become a model facility as described in the project document “Demonstrating and Promoting Best Techniques and Practices for Reducing Health-Care Waste to Avoid Environmental Releases of Dioxins and Mercury”;

Whereas it is understood that the overall objective of the Project is to demonstrate and promote best practices and techniques for healthcare waste management in order to minimize or eliminate releases of persistent organic pollutants (such as dioxins) and mercury to the environment;

Whereas it is understood that the Project plans to achieve its objective through collaborations with selected healthcare facilities in seven countries that represent a range of scenarios to show the general applicability of the Project’s approach to a diverse set of global conditions;

Whereas it is understood that the purposes of a “model facility” are to exemplify best environmental practices and best available technologies in healthcare waste management, to serve as a showcase for the _____ **[geographic area]** region, and to develop materials to facilitate replication of the model facility in the country;

Whereas the National Project Steering Committee, represented by _____ **[name]**, has selected the Health Facility to become a model facility for _____ **[country]**;

Whereas the UNDP is prepared, under its financial regulations and rules, to provide funds to the Health Facility for the purpose of making the Health Facility a model facility in this Project;

Whereas the UNDP Global Project Team, represented by the Chief Technical Advisor Dr. Jorge Emmanuel, is prepared to provide guidance and other technical assistance to the Health Facility;

Now therefore, the Health Facility and the UNDP (“the parties”) hereby agree as follows:

Article I. Responsibilities of the Health Facility

- 1.1 The Health Facility shall commit full support to the Project for its duration, become an active partner in transforming the Health Facility into a model facility, and provide the National Project Coordinator, National Technical Consultant, and UNDP/Global Project Team access to the facility.
- 1.2 The Health Facility shall designate a senior manager with full authority to oversee the Project at the Health Facility and to serve as the liaison to the National Project Steering Committee, National Project Coordinator, National Technical Consultant, and UNDP/Global Project Team.
- 1.3 The Health Facility shall work with the National Technical Consultant, National Project Coordinator, and other consultants that may be provided by the National Project Steering Committee, with guidance and technical support from the UNDP Global Project Team, to do the following:
 - Adopt policies, if none currently exist, or modify existing policies expressing the Health Facility's commitment to environmental protection, pollution prevention, waste minimization, environmentally preferable purchasing, good healthcare waste management, the use of non-incineration treatment technologies, occupational safety, and a mercury-free health facility;
 - Create an appropriate internal organization, if none currently exists, to be responsible for healthcare waste management in the Health Facility;
 - Conduct a baseline assessment, following the guidance provided by the UNDP Global Project Team, and submit the results to the National Project Consultant and the UNDP Global Project Team;
 - Develop and implement a written healthcare waste management plan and timeline, if none currently exist, with stakeholder participation;
 - Require and implement the training of the Health Facility's personnel in healthcare waste management;
 - [If relevant to the facility:] Allot a space within the Health Facility for a non-incineration treatment technology, prepare the site, work with the technology vendor to install and commission the technology, properly use and maintain the technology, and conduct periodic validation testing of the technology;
 - Develop and implement a plan, if none currently exists, to eliminate or reduce mercury use in the Health Facility and to manage mercury waste properly;
 - Conduct periodic monitoring, evaluation, and continuous improvement of the healthcare waste management system;
 - Document the process, costs, and results of becoming a model facility, following the guidance provided by the UNDP Global Project Team;
 - Submit quarterly reports to the National Project Coordinator or National Technical Consultant, and to the UNDP;
 - Review reports, tools, and papers for publication as may be requested by the National Technical Consultant or UNDP Global Project Team;
 - Provide other data as may be requested by the National Technical Consultant or UNDP Global Project Team.

- 1.4 The Health Facility shall allow the UNDP Global Project Team to post reports, text, photographs, logos and other images, sound, data and other information regarding the Health Facility, as mutually agreed upon, in the Global Project's website, newsletter, press releases, and other publications.
- 1.5 The Health Facility shall sustain the healthcare waste management system for a period of at least five years after the duration of the Project by allocating an annual budget to include operation and maintenance of the treatment technology and to maintain the healthcare waste management system, and by conducting periodic monitoring, evaluation, and continuous improvement of the healthcare waste management system.
- 1.6 The Health Facility shall host, with sufficient prior notice, arrangement and agreement, at least five visits per year of guests from around the country or around the world to showcase the model facility for a period of at least five years after the duration of the Project.
- 1.7 The Health Facility will be willing to send a representative, under terms mutually agreed to by the parties (which may include compensation for travel expenses), to make presentations about the model facility at national and/or international conferences and seminars as may be requested by the National Project Coordinator or UNDP Global Project Team.

Article II. Commitments of the UNDP

- 2.1 The UNDP shall provide funds as described in Article III.
- 2.2 The UNDP shall provide technical assistance through the National Project Steering Committee, which will hire a National Technical Consultant to assist the Health Facility to conduct the activities described in the Activities, Deliverables and Timeline (Annex 2) towards becoming a model facility.
- 2.3 The UNDP shall provide additional technical support through the UNDP Global Project Team and its consultants. The support will include, inter alia:
- Guidance on conducting baseline assessments, measurements and documentation
 - Example of healthcare facility policies
 - Guidance on monitoring costs of healthcare waste management
 - Guidances related to developing a model healthcare facility
 - **[If relevant to the facility:]** Assistance in the specification and selection of non-incineration treatment technologies
 - **[If relevant to the facility:]** Guidance on validation testing, training, and documentation related to treatment technologies.

- 2.4 The UNDP shall grant preference to and support the Health Facility's healthcare waste coordinator and/or trainer in receiving training under a national training program being developed as another component of the national project.
- 2.5 The UNDP, through the UNDP Global Project Team, will share information related to healthcare waste management that may be useful to the model facilities of the seven countries of the global project. The information may be shared through electronic mail, the global project's website, newsletter, and other publications, and may include, inter alia:
- Data from the model facilities in other countries
 - Experiences and lessons learned from other countries
 - Replication materials and toolkits
 - Information on World Health Organization (WHO) policies and international standards
 - Training materials
 - Reports, publications and other resources related to healthcare waste management.
- 2.6 The UNDP, through the UNDP Global Project Team, shall publicize the achievements of the Health Facility through the global project's website, press releases, presentations at international conferences, reports and other publications under the global dissemination component of the global project.

Article III. Payments *[Note: This section should be modified to reflect payment arrangements in each country. For the purpose of this draft, it is assumed that UNDP will disburse funds directly to the Health Facility.]*

- 3.1 The UNDP shall provide funds to the Health Facility in the amount up to US \$ xxxx according to the schedule of the project budget set out in Annex 1.
- 3.2 Payments are subject to the Health Facility meeting the outputs as specified in the Activities, Deliverables and Timeline shown in Annex 2.
- 3.3 All payments shall be deposited into the Health Facility's bank account of which the details are as follows:
- [NAME OF THE BANK]**
 - [BANK ROUTING NUMBER]**
 - [BENEFICIARY ACCOUNT NUMBER]**
 - [ADDRESS OF THE BANK]**
- 3.4 The amount of payment of such funds is subject to any adjustment or revision due to changes in prices, exchange rates or the actual costs incurred by the Health Facility in the performance of the activities under this Agreement. However, the total amount of payment of such funds shall not exceed \$ xxxxx.

Article IV. Duration

- 4.1 This Memorandum of Understanding will come into effect on _____ **mo/dy/yr** _____ and shall expire _____ **?three?** _____ years after the effectuation of this Agreement, covering the anticipated term of the project. The Memorandum of Understanding may be extended beyond this period through an exchange of letters between the Parties, noting the new expiration date.

Article V. Records, Information and Reports

- 5.1 The Health Facility shall maintain clear, accurate and complete records in respect of the funds received under this Memorandum of Understanding.
- 5.2 The Health Facility shall furnish, compile and make available at all times to the UNDP any records or information, oral or written, which the UNDP may reasonably request with respect of the funds received by the Health Facility.
- 5.3 The Health Facility shall provide quarterly reports to the National Project Steering Committee in accord with the format provided by the National Project Coordinator.
- 5.4 Within sixty days after completion of project activities, the Health Facility shall provide the UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing a reporting format provided by UNDP.

VI. General Provisions

- 6.1 The Health Facility shall carry out all activities described in the Activities, Deliverables and Timeline (Annex 2) with due diligence and efficiency. Both the quality of work and the progress being made toward successfully completing such activities shall be subject to review by the National Project Steering Committee and the UNDP/Global Project Team. If at any time the National Project Steering Committee and the UNDP are not satisfied with the quality of work or the progress being made toward completing the activities, the UNDP may (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Memorandum of Understanding terminated by written notice to the Health Facility as described in paragraph 6.9 below; and/or seek any other remedy as may be necessary. The joint determination by the National Project Steering Committee and the UNDP as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Health Facility insofar as further payments are concerned.
- 6.2 The Health Facility shall be responsible and accountable to the UNDP for all equipment and property purchased with funds provided or reimbursed by the UNDP. Title to any non-consumable permanent equipment and property furnished by the

UNDP for the purpose of this Memorandum of Understanding shall rest with the Global Environment Facility (GEF) and under the custody of the UNDP. The Health Facility will take reasonable measures necessary to preserve non-consumable permanent equipment or property from loss or damage. [If relevant to the facility:] At the expiration of this Memorandum of Understanding, the UNDP will seek approval to make a decision on behalf of the Global Environment Facility (the funding source) to transfer title of non-consumable permanent equipment and property to the Health Facility.

- 6.3 All intellectual property and other proprietary rights, including but not limited to patents and copyrights, in all countries, with respect to drawings, photographs, reports, documents, and other materials prepared as a consequence of the Project, except pre-existing materials and materials publicly or privately owned, shall become the sole property of the Global Environment Facility (GEF), which shall have sole rights to publish the same in whole or in part and to adapt or use them as may seem desirable, and to authorize all translations and extensive quotations therefrom.
- 6.4 The UNDP does not undertake any responsibilities whatsoever in respect of life, health, accident, travel or any other insurance coverage for any person employed by the Health Facility to undertake activities under this Memorandum of Understanding. Such responsibilities shall be borne by the Health Facility.
- 6.5 The rights and obligations of the Health Facility are limited to the terms and conditions of this Memorandum of Understanding. Accordingly, the Health Facility and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Memorandum of Understanding.
- 6.6 The Health Facility shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Health Facility, or its employees, officers, agents or sub-contractors, in the performance of this Memorandum of Understanding. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Health Facility, its employees, officers, agents, servants or sub-contractors. The obligations under this provision do not lapse upon termination of this Memorandum of Understanding.
- 6.7 This Memorandum of Understanding may be terminated at any time by either Party giving thirty (30) days' written notice to the other Party. Upon termination of the Memorandum of Understanding, the Health Facility shall promptly return any unutilized funds to UNDP.

6.8 No modification of or change to this Memorandum of Understanding, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Memorandum of Understanding or their duly authorized representatives in the form of an amendment to this Memorandum of Understanding duly signed by the parties hereto.

6.9 Any controversy or claim arising out of or in accordance with this Memorandum of Understanding, or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

6.10 Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver of any privileges and immunities of the United Nations, or UNDP.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the UNDP and the Health Facility, respectively, have on behalf of the UNDP and the Health Facility signed the present Memorandum of Understanding on the dates indicated below their respective signatures.

On behalf of the UNDP:

On behalf of the Health Facility:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The provisions hereof pertaining to the National Project Steering Committee (NPSC) and the UNDP Global Project Team (GPT) are understood and accepted:

On behalf of the NPSC:

On behalf of the GPT:

Name: _____

Name: Dr. Jorge Emmanuel

Title: _____

Title: Chief Technical Advisor

Date: _____

Date: _____

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**Annex 1
BUDGET**

PROJECT BUDGET OF THE HEALTH FACILITY

Project Number: _____

Date: _____

Project Title: _____

Name of the Health Facility: _____

Total Amount of Funds under the Agreement: _____

Date of the Agreement: _____

PROJECT BUDGET (in Local Currency) _____

PERIOD COVERING FROM _____ TO _____

Annex 2
ACTIVITIES, DELIVERABLES AND TIMELINE

Activities	Deliverables	Timeline
Conduct a baseline assessment	Baseline assessment data	Within first six months
Adopt hospital policies related to healthcare waste management	Copies of policies	Within first six months
Develop a healthcare waste management plan	Copy of HCWM plan	Within first year
Prepare a detailed budget related to equipment procurement	Budget	Within first year
Facilitate the procurement of equipment		Within first year
Conduct training of all facility personnel in healthcare waste management	Documentation of training	Within first year
Implement the healthcare waste management plan		Within the first two years
Obtain any permits and customs clearances, if needed		Within the first two years
Facilitate siting, installation, commissioning and training of operators in relation to the treatment technology	Photo-documentation	Within the first two years
Conduct validation testing of the treatment technology	Test results	Within the first two years
Conduct monitoring, evaluation and improvement of healthcare waste management system	Evaluation data	During the three years
Track and document costs and the process of transformation of the Health Facility	Cost and related data	During the three years
Gather data as requested by the UNDP Global Project Team regarding a treatment technology, review draft specifications by the Global Project Team, and assist in technology selection if requested by the UNDP	Data	During the three years
Monitor and document operation, usage, costs, validation tests, maintenance, repairs, etc. related to the treatment technology	Documentation	During the three years
Submit quarterly reports	Quarterly reports	During the three years
Review reports on the process of transformation and lessons learned, training materials, toolkits and other resources as requested by the National Technical Consultant and Global Project Team		During the three years