

Project Agreement
between
(The Ministry of Public & Health and Population)
&
Yemen Smile Cleft Charity

to Implement...Cleft Lip and Palate
Charity Surgeries.....

In accordance with the Principal Agreement for International Cooperation between the Government of the Republic of Yemen represented by the Ministry of Planning and International Cooperation and (Yemen Smile Charity) Non-governmental that is signed on / / 2011
It has been agreed between the Ministry of Health and Population, referred to as "Ministry", and referred to thereafter as "the organization", to cooperate through common projects to health services.

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Both parties have agreed on the following terms:-

(1) Project Background

.....Charity cleft lip and palate surgeries for the cleft population of Yemen started since June 2003 The charity also included free plastic surgeries for hundreds of poor patients across Yemen.....
.....
.....

(2) Project Title

.....Yemen Smile Charity
for Plastic Surgery.....

(3)Project site

All governorates of Yemen with Yarim hospital as the main referral centre for cleft lip and palate surgery. Smaller missions at Sana' Taiz city,Aden Ras Morbat, Hadramout Mulla and Socotra- if these units can collect 20 or more cleft patients for surgery.

(4) Project Objectives

- 1. Provide free cleft lip and palate surgery to all Yemeni cleft children**
- 2. Some selected plastic surgeries for very poor patients**

(5) Project Beneficiaries

1. The cleft population of Yemen
2. **Medical staff of Yemeni Government hospitals who participate in the charity seervices**
3. **All Yemeni volunteer medical hospitals who volunteer for this free cleft surgery programme**
- 4.

(6) Project Components

The project consists of the following elements: -

- 1 - machinery and equipment ... etc. Support of medical equipment to all our smile charity operation theatre and ward units in Aden,Sana,Taiz,Yarim,Socotra and Mukalla since 2003
- 2 - human cadre of foreign and local- All Yemeni government hospitals in the target smile units mentioned above as well as some private hospital volunteers in Sana and Taiz city
- 3 - medicines and drugs ... etc. Only essential anesthesia medicines and antibiotics for some very poor patients
- 4 - cold chain-nil
- 5-Telecom, furniture.....etc all the medical items and support are directly to our partner Yemeni Smile Units with one small office in Hadda at the home of the founder
- 6-others.

(7) Project Budget

The (Yemen Smile Charity) is responsible for paying the contract salaries of employees of foreign and domestic as illustrated . The cost of medical projects the a total of (\$ 50,000),which come from various donor organizations, please find herewith appendix a detailed budget breakdown.

(8) The Funders

1. **Yemen Smile Trust(one donor so far DNO Norway) mainly for office overheads at about 5000-7000 USD a year**
2. **The Smile Train USA sponsorship for every cleft lip and palate surgery at approx YR 22,000 per cleft surgery to cover hospital and anesthetist costs.**

Project Budget: Yemen Smile 2010

Part One: Office (\$)

Budget Items	Total Budget USD \$ year 2010	Plan for 2011 year \$
1. Rental office/house	5000	5000
2.Car	500	500
3.Medical Items	2000	2000
4.Camp travels	5000	5000
5.Misc expenses	3000	3000
Total	\$15,500	\$15,500

Part two: charity sponsorships per cleft kid (Yemeni Rials)

Cleft surgery per child	Hire anesthesia doctor per surgery	Number of clefts Operated Year 2010
1. 15,000	7000	341
Total cost for 319 cleft operations (283 in Yarim, rest smaller numbers in Taiz 20 /Aden 8 /Jibla 30)		Total cos= 7502000 YR or USD 34,893/-

(9) Duties of the Organization

- a. The organization undertakes to run the activities as described in section 4.
- b. The Organization and its employees are committed to respect the law and existing systems in Yemen and not to practice any political, religious or other activities that may fall in contradiction with the law of the Republic of Yemen.
- c. The Organization shall hire local or foreign staff that it needs to carry out its efforts. Preference should be given to national staff. Recruitment process of expatriate may be done in accordance with the Ministry of Public Health and Population and after newspaper advertisement.
- d. The Organization is committed to submit a quarterly report (once every 3 months) about its ongoing activities and implemented projects in the domain of health and to submit any information or clarifications requested by the Ministry via the assessment held by the related branch.
- e. To follow the training curriculum for health workers approved by the affiliated health authorities.
- f. The Organization is not allowed to conduct any health or population related researches or studies without written permission from the Ministry.

(10) Duties of the Ministry of Public Health and Population

1. According to the effective laws and regulations of the Republic of Yemen, the Ministry of Public Health and Population will exempt the Organization from taxes related to importing and re-exporting all materials, drugs, equipments and vehicles necessary for the project and In-kind donations for the Organizations office and projects in accordance with its project size. The Organization should submit an yearly list of the above mentioned donation terms. The exemption should also involve the personal goods for the household of the non-Yemeni employees.
2. To allow the Organization to implement its projects in the health sector with activities in the governorates and districts mentioned in this agreement.
3. The Health Governorate Offices commits to facilitate the implementation of this project according to their authority.
4. To facilitate the access to updated health base-line data' at the district and governorates levels.
5. The organization within it's budget limitations shall attract highly qualified International short- term expert and visitors to organize workshops, training courses seminars, etc in accordance with the Ministry of Public Health and Population
6. The Ministry shall provide the necessary facilities to the Organization and its employees that may assist the Organization in its service provision.
7. The Ministry extends permission to non-Yemeni employees of the Organization for work permission, residence, entry and exit visas free of charge in coordination with concerned agencies.
8. The organization shall work in coordination with the local authorities where ever their projects are for the benefits of the two parties and try to enlance the cooperation fields.
9. The organization is obliged not to raise or fund from people or any establishments and companies within the Republic of Yemen borders .

(11) General Conditions

- a. The Organization must notify the Ministry of any new activities or extension of its activities to any other governorates and obtain a prior written approval from the Ministry.
- b. Any Modifications, additions or annulations with this current agreement has to be accepted officially by both parties through written agreement.
- c. The agreement can be terminated under any of the following circumstances:
 1. Disrespect of any of the clauses of the present agreement by one of the parties, within three months following a written notification by a registered letter with signed receipt.
 2. Force Majeure leading to evacuation of the Organization and or impossibility of implementing the project.
- d. In case of dispute the parties should try to find an amicable solution, respecting the terms of the agreement, otherwise they have the right to approach the competent Yemeni court.
- e. The Organization and the Health offices will maintain regular contact. They will both be responsible for the efficient and proper implementation of the project and will inform each other of all activities and arising issues and/or difficulties, and inform the responsible department in the Ministry of Public Health and Population with a comprehensive report at the end of the project to make the final evaluation and in cooperation with Ministry of Planning and International Cooperation.

(12) Validity period of the Agreement

1. This Agreement will be effective for starting from the date signed by the two parties and renewable for a similar period with a written request, unless one of the parties submit a three months pre-notice.
2. This agreement will be effective for the period determined when signed by the two parties and attested by the Ministry of Planning and International Cooperation.
3. This agreement is signed in Sana'a, Republic of Yemen and issued in three original copies in both English and Arabic that have the same interpretation and legal power. It was signed by the official representative of the two parties on // 20 .

On the behalf of the MOPH&P
Dr. Jamal Thabet Nasher
Deputy Minister for Planning &
Health Development Sector

On the behalf of Organization
Country Representative
...Dr.Bona S Lotha

Signature

Signature

Approved
Prof. / Dr. Abdul Karim Yahya Rasa'a
Minister of Public Health and Population
Signature