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MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE REPUBLIC OF ITALY CONCERNING THE PROJECT “UPGRADING OF THE PHILIP...

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The Government of the Republic of the Philippines and the Government of the Republic of Italy,

in conformity with the provisions of law number 49 dated February 26, 1987 and within the framework of the Protocol of Understanding of September 18, 1987 and its first Amendment signed on July 06, 1990 in Manila,

wishing to cooperate on a programme called "Upgrading of the Philippine General Hospital" which aims to contribute to the amelioration of the health care in the Philippines through the strengthening of the services of neonatal and pediatric emergencies in a public structure of reference for the country,

have agreed as follows:

ARTICLE I

1. AIMS

1.1 The main intent of the Italian Government is to cooperate with the Government of the Philippines in a joint undertaking for the improvement of the children's health conditions in the Philippines, with special attention to the poor segment of the population, by upgrading and strengthening the services for newborns and infants in the University of the Philippines Manila-Philippines General Hospital (hereinafter UPM-PGH) and creating a functional interrelationship between the peripheral health services and the UPM-PGH which will improve the selective referral of patients for diagnosis and treatment from the periphery to the Center and viceversa.

1.2. The ultimate goal will be the development of a reproducible, sustainable and comprehensive health project, offering the opportunity for the implementation of the model on a broader scale.

ARTICLE II

2. GENERAL OBJECTIVES

2.1. Improving the quality and the access of newborns and children to intensive care in the UPM-PGH.

2.2. Upgrading the UPM-PGH to the status and condition of Higher Referral Hospital for the national health services network: the hospital will function as main centre for training, research, prevention and case management in the area of infant and neonatal intensive care services.

2.3. Improving the neonatal, prenatal and child mortality in the Philippines, by promoting appropriate preventive and curative actions in order to avoid the need of more expensive assistance in hospital Intensive Care Units (hereinafter ICUs).

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ARTICLE III

3. SPECIFIC OBJECTIVES

3.1. Establish fully-equipped ICUs in the UPM-PGH both for neonatal and child resuscitation.

3.2. Tram and assign highly qualified staff to the ICUs.

3.3. Provide continuous education and on-the-job training for the staff of the Units and the staff of other health facilities under the jurisdiction of the UPM-PGH.

3.4. Develop joint undertakings with staff in other facilities, especially with other MCH staff in the basic health services.

3.5. Develop action-oriented research protocols. Particular attention will be given to the development of a reliable information system and specific indicators which will facilitate the evaluation and monitoring of the project's outputs and outcomes.

3.6. Develop supervision procedures in the peripheral services, aimed at strengthening the efficiency and effectiveness of emergency services for newborns and children.

3.7. Promote preventive measures which are recognized as effective and appropriate to the cultural and economic circumstances in the country.

The project will support safe pregnancy and delivery, neonatal, infant care and family planning education as a major strategy to decrease the need for intensive cares. Family Planning information and services shall therefore be made available to women, specifically those at high risk.

ARTICLE IV

4.1. The National Economic and Development Authority, hereinafter referred to as "NEDA", on behalf of the Government of the Republic of the Philippines designates the University of the Philippines Manila-Philippine General Hospital, hereinafter referred to as "UPM-PGH", as the executing Agency responsible for the implementation of its obligations under this Memorandum of Understanding.

4.2. The Italian Government will utilize the expertise of an Italian N.G.O., Arci Cultura e Sviluppo, hereinafter referred to as "ARCS" for the implementation of the Project. ARCS shall operate under the responsibility of the Italian Government and under the supervision of the Philippine Government. ARCS shall abide by all the terms of the agreement spelled out in this Memorandum of Understanding. The ARCS personnel shall work in full coordination with the PGH in implementing the Project.

ARTICLE V

5. COMMON ACTIVITIES OF THE PARTIES

5.1. Delivery and installation of the equipment for the 8-bed Neonatal Intensive Care Unit (NICU), the 12-bed Pediatric Intensive Care Unit (PICU), 2 beds for surgical cases, and for the 8 beds septic unit (6 for NICU and 2 for PICU).

5.2, Curriculum preparation and testing.

5.3. Selection of teachers and staff to be assigned to the above ICUs. Selection and training will include maintenance personnel.

5.5. Further training of ICU personnel in Italy for a period not exceeding 6 months.

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5.6. Selection and training of other health staff on emergency care.

5.7. Preparation and utilization of standards and protocols for supervision, research and referral.

5.8. Selection and adoption of indicators and setting up of an information system useful for monitoring project impact and performances.

5.9. Preparation of continuous and on-the-job learning activities for all the concerned staff.

5.10. Preparation and testing of educational material.

5.11. Educational campaigns in the health facilities to promote awareness of the staff on the treatment of major causes of hospitalization of children and newborns in the intensive care units as well as to promote awareness of the families in the communities on the prevention and early detection of these causes.

5.12. Assessment and evaluation of the programme.

ARTICLE VI

6. COMMITMENTS OF THE ITALIAN GOVERNMENT

The commitments to be undertaken by the Italian Government for the duration of the present M.O.U. will be made through a grant up to 6.511.262.000 Italian lires, including the provision and financing of the following:

6.1.1. Transport and installation of all the equipment for the intensive care units as per agreement.

6.1.2. Equipment and material for documentation, educational and training activities.

6.1.3. 1 vehicle for the Italian Staff.

6.2. Recurrent expenditures

6.2.1. Italian Experts: the Italian Government will bear the full costs for the assignment of Italian personnel for the duration of the present project with teaching and operational responsibilities within the purposes of the present plan.

The Italian staff will be assigned to the hospital and composed as follows:

1 pediatrician or neonatologist for 24 months/man
1 anesthesiologist for 6 months/man
1 ICU nurse for 6 months/man
10 months/man for short missions.

6.2.2. Maintenance and repair of the equipment for one year from the date of final checking.

6.2.3. Fellowships for 10 people (4 doctors and 6 nurses) for not more than 30 months all together.

6.2.4. The Italian Government will share the costs of training, research and educational activities within a fixed budget. The contribution will be yearly reduced and replaced by the UPM-PGH allocations by the completion of the project.

ARTICLE VII

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7. COMMITMENTS OF THE PHILIPPINE GOVERNMENT

The Philippine Government undertakes to give full support and priority to the project as outlined in the present plan, ensuring that full cooperation and participation shall be extended to the Italian team at all levels in a spirit of full partnership and friendship.

7.1. Capital costs

7.1.1. Provision of infrastructures and equipment not listed in 6.1.1., and needed for the optimal functioning of the service (including the furniture).

7.1.2. Transport within the Philippines.

7.1.3. Furniture and equipment for the training, educational and supervision activities.

7.1.4. Two computers and software.

7.2. Recurrent expenditures

7.2.1. Provide full professional and auxiliary staff to the ICUs with special attention to the continuity of their assignment, their number and qualification.

7.2.2. A first list of the staff envisaged for the next 5 years will be communicated to the Italian Government after the signing of the present agreement.

7.2.3. The trained personnel will be bound to the units at least for 2 years for every year of foreign training, while those who are trained

7.2.4. Provide financial support to the activities of the two units within the Philippines.

The budget commitments will be communicated in advance of the new fiscal year.

7.2.5. Meet the costs of water, electricity, cleaning, telephone, telegraph and other incidentals necessary for project implementation.

7.2.6. Make financial provisions for the duration of the project for training activities and courses aimed at the professional and technical upgrading of the staff working in the facilities involved in the project.

7.2.7. Make provision for the duration of the project for supervision, research, information, and educational running costs

The details of the costs will be part of the plan of action to be agreed upon within two months from the signing of the Memorandum of Understanding.

7.2.8. Assure close cooperation with the Italian counterpart and, as necessity rises, coordinate with the Department of Health in the implementation of the Project.

The Italian staff will have an assigned working space in the hospital premises.

7.2.9. Assure full participation of local communities and Government institutions in the educational activities.

7.2.10. Allow duty free import of the equipment, vehicles, materials, and other supplies necessary for the implementation of the project, subject to existing laws and regulations.

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ARTICLE VIII

8. ASSIGNMENT OF RESPONSIBILITIES AND ADMINISTRATION

8.l. The Italian Staff will work in coordination with and under the guidance of the Director of the UPM-PGH.

8.2 In the UPM-PGH, there shall be established a Project Steering Committee (PSC) whose chairman will be the Director of the Hospital. The PSC shall be responsible for, among other things, the provision of policy directions and the resolution of project implementation issues raised by the Project Committee (PC).

The Italian Embassy and the Italian staff will be entitled to actively participate in the Meetings which will be held periodically and at convenient intervals.

The PC, on the other hand, shall be responsible for the technical management and monitoring of the project.

The PSC shall be composed of the Director of UPM-PGH as chairman, and the representatives from the ARCS, the Italian Embassy, and DOH. The composition of the PC shall be specified by the PSC before the start of the activities of the project shortly after the signing the MOU.

8.3. A detailed Plan of Action and budget will be produced by the Italian staff and the Project Steering Committee and agreed upon by representatives of the two Governments within two months from the signing of the M.O.U.

8.4. The Italian staff will be closely associated with the various aspects of teaching, training, research, educational, assessment and operational activities.

8.5. Joint report regarding the project implementation shall be produced every 3 months by the PC and the Italian staff and shall be forwarded to the UPM-PGH and the Italian Embassy in Manila.

8.6. A mid-term review after 1 year to reformulate essential aspects of the project, and a final evaluation to assess the impact of the project, will be carried out by the Project Steering Committee, ARCS and representatives of the Italian Embassy and the Philippine Government.

8.7. Any controversy which cannot be resolved at project level will be referred immediately to the respective Authorities in Manila.

8.8. Details of the evaluation will be agreed upon by the parties after the signing of the M.O.U.

8.9. The signatories of the Plan of Action are each and all responsible for the efficient constructive administration of the project components falling under their jurisdiction.

8.10. The members of the Italian staff assigned to the project shall be bound by the following responsibilities:

- Carry out their work in conformity with the regulations of the Department of Health and the UPM-PGH;

- Refrain from any paid activities for the duration of their assignment;

- Fully observe Philippine laws and respect the principle of non-interference in the internal affairs of the country;

- Perform their tasks in accordance with the highest principles of medical and professional ethics.

8.11. The Italian Government shall provide the specifications of the computers and the software to be procured by the GOP.

8.12. The Italian Government will provide for the costs of drugs, supplies, fuel, per diem, maintenance, buildings and repairs of the vehicle it will bring in.

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8.13. The UPM-PGH shall acquire ownership of the equipment after the final and formal checking carried out by representatives of the Italian government, unless the Italian Government decides to re-export the same.

8.14. The Italian Staff will retain property of the car until the project terms will be expired.

ARTICLE IX

9. PRIVILEGES AND IMMUNITIES

9.1. The Italian NGO, ARCS, and its staff will be exempted from any tax liability for all the activities realized within the present M.O.U.

9.2. Obligations and liabilities which may arise from acts performed by the Italian staff in the course of their professional activities related to the project shall be dealt with in accordance with existing Philippine laws.

ARTICLE X

10. DURATION OF THE MEMORANDUM OF UNDERSTANDING

10.1. This M.O.U. shall be valid for two years, unless terminated by either party, with 6 months advance notice in writing. Such written notice, however, shall not be served until consultations to that effect have been held between the two Governments.

10.2. This M.O.U. shall enter into force on the date of its signing.

10.3. The M.O.U. may be amended or modified by mutual consent of the two Governments.
Done in Rome on 9 September 1994 in duplicate in English language, both copies being equally authentic.

(Sgd.)

(Sgd.)

For the Government of
the Republic of the Philippines

For the Government of
the Republic of Italy

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