

AGREEMENT WITH COOPERATING ORGANIZATION
Hawler Medical University
For Maternal and Child Health Training Projects

AGREEMENT

The following parties agree to cooperate in a charitable humanitarian project as described in this Agreement ("Project"):

LDS Charities ("LDS"), a non-profit organization which conducts charitable and humanitarian activities out of compassion for humanity; and
Hawler Medical University ("Cooperating Party"), which desires to cooperate with LDS in the Project.

1. THE PROJECT

As described below, LDS and Cooperating Party will cooperate in the Project, which consists of training sessions ("Training") based on a curriculum established by the American Academy of Pediatrics. The Project's purpose is to provide instruction and materials to help healthcare workers learn techniques to save lives of newborn children.

2. COMMUNICATION AMONG THE PARTIES

Whenever practical, communications to a party regarding the Project will be made to the party's primary contact. Each party will inform the other promptly of any contact information changes.

a) The primary contact for LDS is: Lynn Watson or Sandy Watson

Telephone:

Mobile phone: 964 751 064 5795

Address: Empire Royal Apartments B8 Apartment #3

Email address: erbil@ldscharities.org

b) The primary contact for Cooperating Party is:

Name: Dr. Fareed H. Abdulahad, Vice President of HMU

Telephone:

Mobile phone: 00 964 750 446 0083

Address: Presidency of Hawler Medical University, 100 m Street, Erbil, Kurdistan Region, Iraq

Email address: fareed.hanna@hmu.edu.krd

3. ROLES OF THE PARTIES

a) COOPERATION

Cooperating Party and LDS will cooperate toward the success of the Project, although neither will act as the agent, partner or representative of the other. Cooperating Party agrees to cooperate in reasonable efforts to protect LDS, and its associated organizations and individuals, from any claim or action for professional malpractice or otherwise in connection with the Project. Any dispute that the parties cannot settle between themselves will be resolved by a binding decision under the rules of the United Nations Commission on International Trade Law by three arbitrators, who also will determine who will pay the costs of the dispute resolution process. Until this determination is made, the party that begins the process will pay all of the costs except for the other party's attorney fees. The dispute resolution process will be conducted in the English language

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in Jordan. This section will continue in effect even if this Agreement is terminated.

b) PARTICIPATION BY LDS

LDS will provide or arrange for provision of the following services, materials and equipment without charge, of types and quantities selected by LDS, for implementation of the Project.

- Approximately 1 2-day Helping Mothers Survive (HMS) Master Training Course taught by LDS Master Trainers and 1 2-day HMS Participant courses taught by local Master Trainers & mentored by LDS HMS Master Trainers at dates and locations satisfactory to LDS; 1 1-day Essential Care for Every Baby Master (ECEB) Training Course, 1 1-day Essential Care for Small Babies (ECSB) Master Training Course; 1 1-day ECEB and 1 1-day ECSB Participant Training Course.
- Direction of the Training;
- One or more certified Master Trainers to facilitate the Training;
- Written training materials and mannequins for the Training;
- Lunches for the participants for each day of Training;
- Limited funding for travel for participants & trainers from other cities to Erbil if travel for LDS trainers to other cities is unsafe – to be decided at time of training.
- Clear all materials and equipment imported for the Project from customs, and all customs, brokerage, and storage fees, and pay all other taxes, costs, and charges related to or arising from shipment of the materials and equipment to their destination in country;

LDS will not be responsible for any other Project elements or costs except to the extent it agrees in writing.

c) PARTICIPATION BY COOPERATING PARTY

Cooperating Party will provide or arrange for provision of the following services, materials and equipment without charge for implementation of the Project:

- Obtain all necessary permissions and approvals to implement the Project in the intended locations with the intended participants – to be coordinated with ENMDP (Erbil Nursing & Midwifery Development Programme)
- Provide training facilities acceptable to LDS for each Training session;
- Invite local birth attendants to attend the Training and to train other birth attendants within 6 months – to be coordinated with ENMDP
- Provide two to six training assistants – as needed - satisfactory to LDS for each Training session – to be coordinated with ENMDP
- Distribute to healthcare providers all equipment donated by LDS after the Training as agreed by LDS – to be coordinated with ENMDP
- Submit a "6-month report," as specified by LDS, including the number of healthcare workers who receive training and the distribution of training equipment during the first 6 months following the Training – to be coordinated with ENMDP.

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4. AGREEMENT AND SIGNATURES

The Parties have authorized the representatives named below to sign multiple identical copies of this Agreement. Each obligation of a party under this Agreement will last until the obligation is completed by that party or terminated in writing by both parties.

Kamran Y
Dr. Kamaran Y. Mohamad
For Cooperating Party

Lynn Watson
For LDS

Date 5/2/2017

Date 