



ACF-N



## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

ACF-N

AND

YOBE STATE MINISTRY OF HEALTH AND HUMAN  
SERVICES

AND

YOBE STATE PRIMARY HEALTH CARE DEVELOPMENT  
BOARD

JUNE 2025

## 1. PREAMBLE

- 1.1 This Memorandum of Understanding (“MOU”) is entered into this day of June 25, 2025 between **ACF-N**, and **Yobe State Ministry of Health and Human Services, and the State Primary Health Care Development Board**, (here in after “**YSMoH and SPHCDB**”). ACF-N is a national non-profit, non-political private, non-sectarian National Organization that provides services such as Child Nutrition, Climate Change, Mental Health and Psychosocial Support (MHPSS), Water Sanitation and Hygiene (WASH), Education and Gender Base Violence. ACF-N has its principal office in Borno and Yobe, Shop No. 24 Resilience Commercial Centre Bulumkutu, Maiduguri, Borno State. SPHCDA is a parastatal of Yobe State Ministry of Health, a governmental institution responsible for the administration of health and nutrition services in Borno State with its office located at Damaturu, Yobe State. ACF-N and YSMoH/SPHCDB may each be individually referred to herein as a “**Party**,” or collectively as the “**Parties**.”

## 2. PURPOSE

- 2.1 The purpose of this MOU is to clarify the rights and responsibilities of the Parties in relation to ACF-N’s projects, *Sustaining Nutrition, Exclusive Breastfeeding Campaigns, WASH and Protection Emergency Response for Conflict Affected People in Borno State, North East Nigeria* self-funded. Under this project, the objective of the Nutrition sector is to improve the nutritional status of children 0-59 months through the provision of Community Based Management of Acute Malnutrition (CMAM) and Maternal and Infant and Young Child Nutrition in Emergencies (MIYCN-E) services. The project will be implemented across Local Governments within the 3 senatorial districts/zones of Yobe State.
- 2.2 Other details pertinent to this MOU are described in the project description, all of which form an integral part of this MOU and are incorporated herein by reference.

## 3. COSTS

- 3.1 Each Party shall bear its own costs and expenses of whatever nature incurred as a result of or relating to (i) the entering into of this MOU and (ii) any agreements or any activities carried out under this MOU including, but not limited to, travel and living expenses and expenses of negotiation. Neither Party shall be obligated to provide funds for the operational needs of the other Party, including but not limited to funds for the salaries of the other Party’s personnel, the purchase of equipment and supplies.
- 3.2 Either Party may, subject to the availability of funds, and at its sole discretion, provide training or other support to the other Party.

## 4. TERM

This MOU shall be effective from the date first written above until June, 2026, unless terminated earlier pursuant to Article 8 herein.

## 5. OBLIGATIONS OF ACF - N

Under this memorandum of understanding, ACF - N will be responsible for:

- ACF - N will ensure nutrition activities are implemented in collaboration with the SPHCDB.
- ACF - N will train YPHCDB Clinic staff that would work with ACF-N as CMAM Provider at implementation Sites on Community Based Management of Acute Malnutrition (CMAM) in the 3 senatorial districts of Yobe State.
- ACF - N will provide some essential equipment and commodities like chairs, tables, shades, hand washing facilities and soap for outreach sites.
- ACF - N will train Community Nutrition Volunteers (Lead mothers, Community Health Volunteers (CHV), Community Health Promoter (CHP), CMAM Provider and Community Health Extension Workers (CHEWs) on Infant and Young Children Feeding (IYCF)
- ACF - N will train the CNVs on identification and referral of SAM cases with Mid-Upper Arm Circumference (MUAC) to health centers, Outpatient therapeutic Centers (OTP) and Stabilization Centers (SC) under the direct supervision of IMC's Nutrition Assistants.
- ACF - N will link households with children in CMAM program with food security partners implementing within the same catchment area.
- ACF - N will support SPHCDA to celebrate World Breastfeeding Week.
- ACF - N will also ensure that vaccination protocols are followed and enforced, especially concerning measles.
- ACF - N will participate in Stakeholders' meetings to share progress, challenges and solutions to nutrition program implementation.
- ACF - N will provide Ready-to-Use Therapeutic Food (RUTF) supplies to the selected Out-patient Therapeutic Program (OTP) outreach sites to maximum value as received from its donor and subject to continuous support from its donors.
- ACF - N staff will be responsible for reporting on nutrition indicators to the State Nutrition Officer.
- The above activities are dependent on continued collaboration with the SPHCDA

## 6. OBLIGATIONS OF SPHCDB

- SPHCDB will identify key Primary Health Cares (PHCs) and community intervention sites for mobile outreach to be the focal CMAM treatment point from the PHCs within intervention LGA's.
- SPHCDB will ensure that staff are available for training/ running of SC services and that reporting system of exit/ referral indicators is monitored regularly. Activities will involve screening, admission and treatment according to CMAM protocol (milk preparation, transfer between phases, treatment for infants less than 6 months, etc.).
- SPHCDB will provide some but not all the medical and pharmaceutical supplies, anthropometric tools including weighing scales, height boards and MUAC tapes to be used during outreaches.

- SPHCDB will provide one clinician and one pharmacist to support during outreaches. Stipend for outreaches will be provided based on number of the outreaches conducted.
- SPHCDB will convene stakeholder meetings to share progress, challenges and solutions.
- SPHCDB Staff (CMAM Provider) will screen all children coming into the health facility for acute malnutrition treatment and refer for nutrition services accordingly.

## **7. JOINT RESPONSIBILITIES OF ACF- N AND SPHCDB**

- I. ACF - N in collaboration with the SPHCDB and Community Leaders will identify community nutrition volunteers for the program.
- II. SPHCDB and ACF - N together will conduct supportive supervision of the Outpatient therapeutic Program (OTPs) and Stabilization Centre (SC) to assess the level of program functionality.
- III. SPHCDB and ACF - N together will convene bilateral meetings to share progress, challenges and solutions during the program implementation period.
- IV. SPHCDB and ACF - N will work together to collect, analyse and report on screening, admission and referral data.
- V. SPHCDB and ACF - N together will identify Local Government Agencies (LGAs), Outpatient Therapeutic Points (OTPs) and a Stabilization Centre (SC) requiring assistance.

## **8. TERMINATION; FORCE MAJEURE**

- This MOU may be terminated by either Party without cause upon thirty (30) days advance written notice. Either Party may terminate this MOU with cause immediately upon written notice to the other Party. Termination shall be “with cause” in the event of the other Party’s gross negligence or malfeasance, including any incidence of fraud in the performance of its duties hereunder, or in the event the non-terminating Party fails to comply with its material obligations under this MOU and fails to cure such failure within ten (10) days of its receipt of written notice thereof.
- The Parties are released from any penalty in case of force majeure. “Force majeure” is any circumstance beyond a Party’s reasonable control including, but not limited to, acts of God, fire, flood or other natural disaster, changes in the law, adverse government actions, industrial disturbances, war, unrest, explosions and any other similar circumstances.
- As a condition to the claim of non-liability, the Party experiencing the force majeure event shall immediately provide written notice to the other Party with full details of such force majeure event and its effects on the Party’s ability to perform its obligations under this MOU. If such force majeure circumstance results in the suspension of performance by one of the Parties for a period exceeding thirty (30) days, then the other Party may

terminate this MOU by sending prior written notice of such termination, effective upon delivery. In the event of such termination, each Party shall bear its own costs.

#### **9. LEGAL LIABILITY; INDEMNIFICATION**

- The Parties shall each be responsible for their own employees, representatives, subcontractors, affiliates, and agents, and shall defend, indemnify and hold each other harmless from and against all liability, damage, loss, claim, demand, action and expense (including legal fees and disbursements) to the extent resulting from, arising out of or in connection with their respective activities hereunder, or any claims brought by third parties as a result of any act or omission hereunder by their respective employees, representatives, subcontractors, affiliates, and agents.
- Neither Party, nor its respective employees, representatives, subcontractors, affiliates, or agents, shall be liable to the other or its affiliates, in whole or in part, for any consequential, incidental, special, multiple, exemplary or punitive damages of any kind whatsoever, whether in an action that is the subject of a contract or in tort, including negligence, or otherwise, arising out of or in connection with this grant agreement, whether or not the indemnified party has been advised of the possibility of any such damages.

#### **10. DISPUTE RESOLUTION; GOVERNING LAW**

- The Parties agree to attempt to settle any and all disputes, controversies or claims directly or indirectly arising out of or relating to this MOU ("Disputes"), or the interpretation, construction, enforceability, breach, termination or invalidity thereof, by mutual consent and in the spirit of good business relationships. In the event that settlement of a Dispute is not reached within thirty (30) days either Party may make a written demand for arbitration. Upon receipt of the written demand for arbitration, the Parties will mutually select an arbitrator, who will establish which arbitration rules apply. The decision of such arbitrator shall be in writing, and shall be final and binding against both Parties. The language of arbitration shall be English.
- Each of the Parties hereto further agrees that this MOU shall be governed by and construed in accordance with the Nigeria laws without regard to principles of conflicts of laws that would require the application of the law of any other jurisdiction.

#### **11. ANTI-TERRORISM**

- By entering into this Agreement, the YSMOH and SPHCDB certifies it has not and will not promote or engage in violence or terrorism and is in full compliance with international laws and regulations, including the United Nations Convention on Terrorism, which prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- RESERVED
- This anti-terrorism provision must be included in any agreements that the SMoH and SPHCDA may enter into in fulfilling its obligations under this Agreement.

#### **12. COMPLIANCE WITH LAWS**

The SPHCDA warrants that it shall, at its own expense and at all times, comply with all laws, rules, regulations, decrees or official government orders that may be at the time of this MOU or become in the future applicable to the SPHCDB's business, equipment, and personnel, including without limitation, any registration and other administrative requirements. The SPHCDB shall not engage in any activities that would violate any law, rule, regulation or official order. The SPHCDB shall not take any action on behalf of ACF - N that would result in inadequate or inaccurate reporting of assets, liabilities, or any other transaction or which would violate any applicable laws. In the event of breach of the SPHCDB's obligation to comply with the laws, regulations and requirements set forth in this section, the SPHCDB shall release, defend and hold harmless ACF - N from and against any claims, including reasonable attorney's fees, arising out of or resulting from the SPHCDB's failure to comply with all applicable laws, rules and regulations, decrees or official government orders.

### 13. GENERAL

- Nothing in this MOU shall affect the contractual relationship and administrative supervision of ACF - N operational partners, donors or constituents overseas, nor the relationship between SPHCDB and its corresponding entities, including governmental and non-governmental organizations.
- Nothing in this MOU shall be deemed to create a joint venture, agency or partnership between the Parties, and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.
- This MOU shall not affect the identity or core values of either Party. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities granted to either Party by any governmental body, nor be construed to confer upon either Party, or any of its personnel or agents, any immunities or privileges that may be granted to the other Party or its personnel by any governmental body.
- Unless otherwise required by law, neither Party, nor any of their employees, representatives, subcontractors, affiliates, or agents, shall disclose any matters of a confidential nature relating to the other Party to which it may be or become privy as a result of this MOU, unless such disclosure is authorized by the other Party's prior written consent. Except as required by law, any public disclosure of the existence or terms of this MOU shall only be made by the Parties on a joint basis.
- This MOU may be renewed in writing upon mutual agreement of the Parties.
- This MOU, including all documents listed under Article 2.2 (if any), may be amended only by written agreement of the Parties.
- Failure of ACF - N to enforce at any time any of the provisions of this MOU, or to exercise any option that is provided herein, shall not be deemed to be a waiver of those provisions, nor to affect in any way the validity of any part of this MOU, or the right of ACF -N thereafter to enforce each provision.
- The expiration or termination of this MOU will not destroy or diminish the binding force and effect of any of the provisions of this MOU that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, governing law, limitation of liability and indemnity.

- The Parties agree to execute this MOU in the English language. Either Party may undertake to produce a translation of this MOU in its local language. In such event, the Parties agree that the English version of this MOU shall be considered as the authentic text, and in case of a conflict between the content of the English original and a translation thereof, the English version shall prevail.
- Neither this MOU, nor any rights or obligations hereunder, may be assigned or subcontracted to any third party, unless such assignment is pursuant to the other Party's written consent.
- The foregoing represents the complete and exclusive statement of the agreement between the Parties, which supersedes any prior oral or written agreements, proposals, commitments, understandings, or communications with respect to the subject matter of this MOU.

Signature

Date

Witness and agreed

ACFN

Name: Zaria Baker (1)

Title: Program Manager

Signature: [Signature]

Date: 26/06/2023

SPHCDA

Name: Dr. Babagana Kundi Machina

Title: Executive Director, SPHCDA

Signature: [Signature]

Date: 26/6/2023

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this MOU as of the date of signing by their authorized representatives below:

Signed and agreed to on behalf of  
**ACF-N**

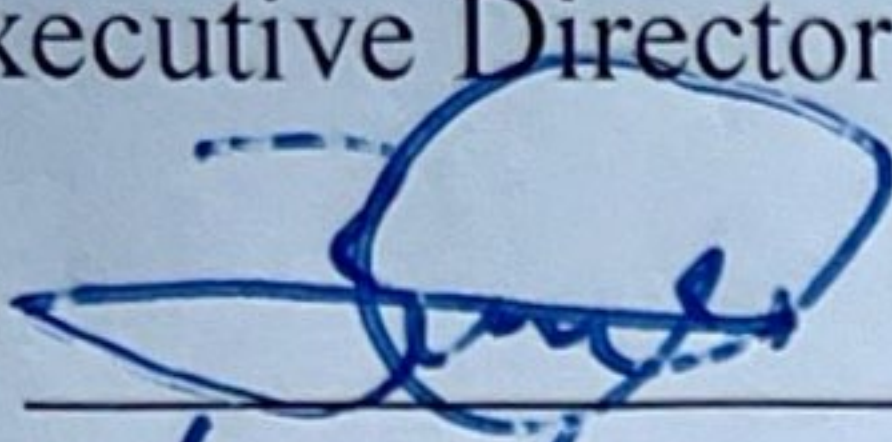
**YOBE STATE MINISTRY OF HEALTH AND HUMAN SERVICES**

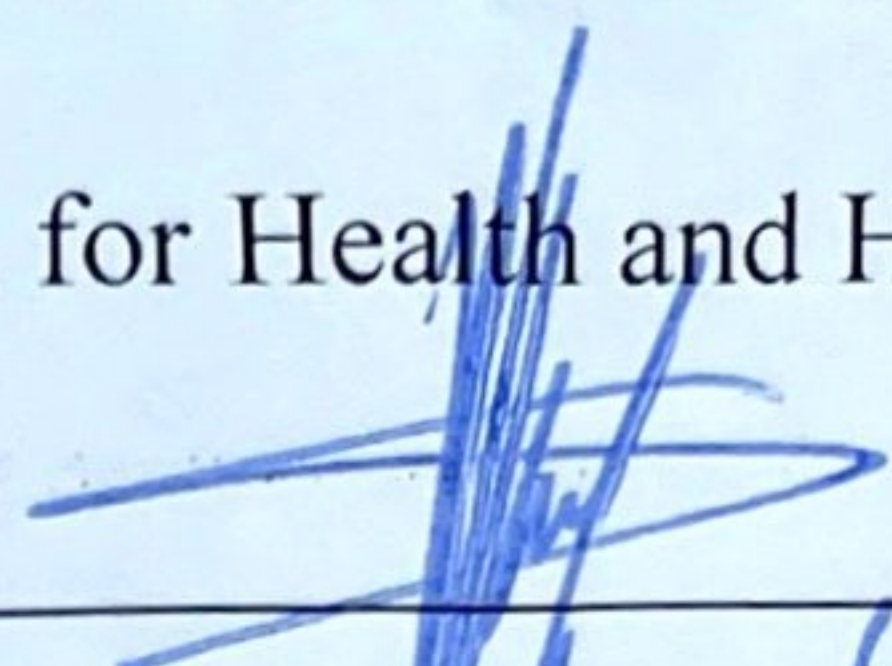
Name: Dr. Umara Zulum

Name: Dr. Muhammad Lawan Gana

Title: Executive Director

Title: Hon. Com. for Health and Human Services

Signature: 

Signature: 

Date: 26/06/25

Date: 26/06/2025

Signed and agreed

**ACF-N**

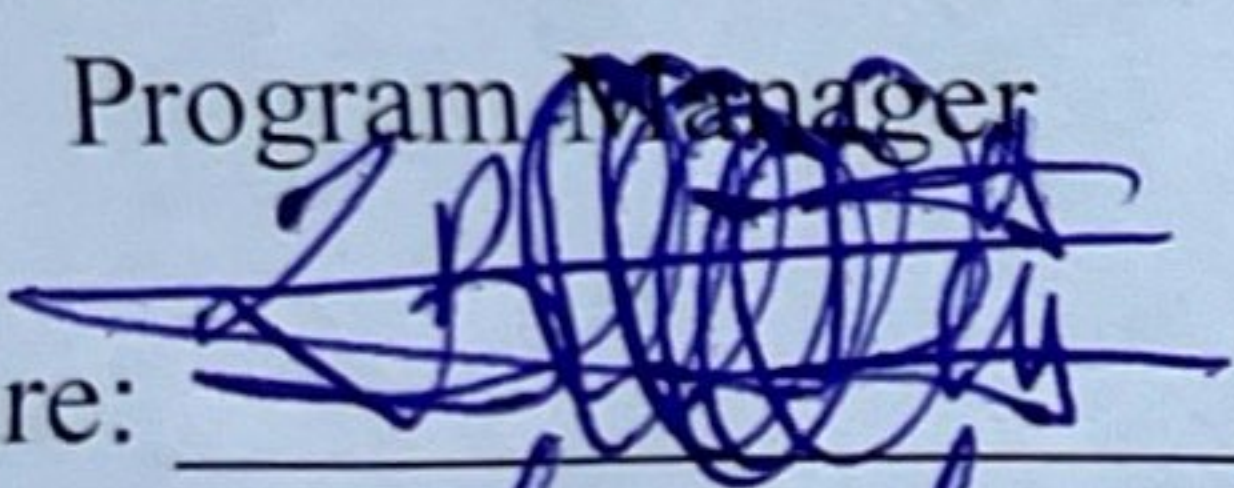
**SPHCDB**

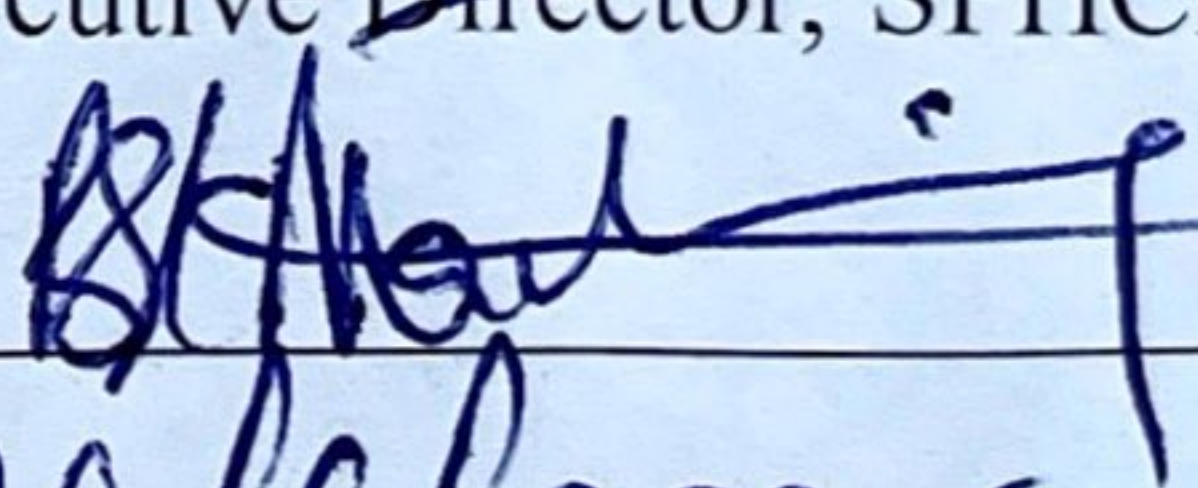
Name: Zanna Bukar Ali

Name: Dr Babagana Kundi Machina

Title: Program Manager

Title: Executive Director, SPHCDA

Signature: 

Signature: 

Date: 26/06/2025

Date: 26/6/2025