

126

IN WITNESS WHEREOF the parties to this addendum to the subsisting MoU have hereunto set their hands and seals the day and month first above written.

SIGNED, SEALED AND DELIVERED BY:

*[Handwritten signature]*  
..... 26/08/20  


A.M. Abdullahi  
Permanent Secretary, Federal Ministry of Health  
For and on behalf of the Federal Government of the  
Federal Republic of Nigeria

IN THE PRESENCE OF:

Name: AR ADEDAYO DAVID AJIBADE

Designation: EXECUTIVE DIRECTOR

Signature: *[Handwritten signature]*  
.....



THE COMMON SEAL OF THE WITHIN NAMED, BRAIN AND BODY FOUNDATION IS HEREUNTO AFFIXED, IN THE PRESENCE OF:

*[Handwritten signature]*  
..... 28 08 2020  
Director

*[Handwritten signature]*  
..... 28 08 2020  
Secretary

125

**ARTICLE 14**  
**CORRESPONDENCE NOTICES**

Any notices or request permitted to be given or made under this **MoU** shall be in writing. Such notice of request shall be delivered by hand, registered mail or courier service to the party's address indicated in this **MoU**. Every notice shall be deemed to have been received and given when in an ordinary course of transmission, it should have been delivered to the other party at its address set forth below:

1. **The Permanent Secretary,**  
Federal Ministry of Health,  
Federal Secretariat Complex,  
Phase III,  
Ahmadu Bello Way,  
Abuja, Nigeria.
  
2. **Brain and Body Foundation**  
No. 39, Suez Crescent,  
Abacha Estate,  
Abuja, Nigeria

124

its successors in title without the prior consent of the FMoH.

**ARTICLE 13**  
**CONFIDENTIALITY AND NON - DISCLOSURE AGREEMENT**

1. The parties undertake with each other that they, their employees and agents will not at any time hereafter use or divulge or communicate to any person any confidential information concerning this **MoU** and the relationship between the parties.
  
2. The parties shall not in any way whatsoever, circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions under this **MoU**.

3. In event of any claim or action, the **FMoH** will promptly provide the contract with written notice of the claim or action and the **BBF** undertakes irrevocably to, within five (5) days, make appropriate disclosures on the works that the **FMoH** is immune from the claim or action and that it shall be the duty of the of the **BBF** to assert the immunity of the Employer from proceedings in the foreign jurisdiction in respect of the works.
4. The **BBF** agree to cooperate in good faith and use best efforts to ensure that the **FMoH** is indemnified and reimbursed for any and all expenses, judgement, fine, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the **BBF** in the works.
5. The **FMoH** agrees to cooperate in good faith and provide any and all information within the **BBF's** power as required for the defense of any claim or action and also to provide any and all information within the **FMoH's** power as required to help in a determination of indemnification.
6. The indemnity herein provided to the **FMoH** shall last throughout the duration of this agreement or any right in perpetuity created from this agreement and shall not be waived, varied or cancelled by the **BBF** or any of his

122

ARTICLE 11  
MODIFICATION AND AMENDMENTS

THE TERMS OF THIS MoU cannot be modified except by mutual written consent of both Parties.

ARTICLE 12  
INDEMNITY

1. The **BBF** will hold harmless and indemnify the **FMoH** against any and all claims and actions arising from the works including, without limitation, expenses, judgment, fines, settlements and other amounts actually and reasonable incurred in connection with any liability, suit, action, loss, or damage arising or resulting or from the **BBF's** obligations under the Contract Agreement. Where prohibited by law, the above indemnification does not include indemnification of the Employment against a claim caused by the negligence or fault of the **FMoH**, its agent or employee, or any third party under the control of supervision of the Employer, other than the **BBF** or its agent, employee or subcontractors.
  
2. In the case of a criminal proceeding, the **FMoH** will not be indemnified by the **BBF** if it is proved that **FMoH** is liable for such criminal proceedings.

**ARTICLE 10**  
**SETTLEMENT OF DISPUTES**

**1. AMICABLE SETTLEMENT**

In an event of any disputes arising out of or related to this MoU, Parties shall agree to amicably resolved through negotiation.

**2. ARBITRATION**

a. Any dispute, controversies or claim arising out of or in connection with this Agreement shall, in the event of failure of Amicable Settlement, (through Negotiation, Mediation and Conciliation) by the parties shall at the request of either party be submitted to the Regional Centre for International Commercial Arbitration, Lagos for resolution in accordance with the Arbitration Rules contained in the schedule to the Arbitration and Conciliation Act, CAP 18, Laws of the Federation of Nigeria, 2004 and the Rules of Arbitration applicable at the Centre.

b. Each of the parties to this Agreement shall appoint one (1) Arbitrator each while the Centre shall appoint one (1) Arbitrator so that the total number of Arbitrator shall not be more than three (3).

the program, project or event will take place for the purpose of effective monitoring.

**ARTICLE 8**  
**JOINT RESPONSIBILITIES**

The following are activities that **BBF** will be undertaking in collaboration with **FMoH** to ensure success:

1. Supporting coordination between different stakeholders – **FMoH**, state governments, bilateral/multilateral aid providers in order to improve access to development.
2. Preparing professional proposals for the states and local governments for support required and impact thereof.
3. Monitoring and evaluation.
4. Impact assessment.
5. Progress report.

**ARTICLE 9**  
**LEGAL EFFECT**

Parties agree that this MoU shall be binding and backed by the complete force of law, the provisions of article 9 of the MoU earlier executed in 2018 shall be suspended, and rendered ineffective from the date of execution of the terms specified herein.

2. Education on foundation ways to prevent and treat brain health related disorders.
3. Promote programs that improve maternal and child nutrition to reduce the occurrence of stunting and neurodevelopmental disorders.
4. Intervention against harmful traditional practices that can result in harm to the developing brain
5. Organizing of brain health programs for children in primary/secondary schools.
6. Provide safe nutritional supplementation and nutraceuticals to children in dire need of them.
7. Work with the **FMoH** in providing training of all healthcare professionals at all levels – including the undergraduate and post graduate training of medical doctors, pharmacists, physiotherapists, etc. in the BUILDING STRENGTH APPROACH.
8. Provide ongoing public health education, using all media available – television, cable channels, radio, social media, internet, etc. – to promote understanding of relevant health related matters and intelligent health related decisions and action by the general public.
9. Shall give FMOH at least two weeks' notice of the commencement of any of its project, program or event in any part of the public, and request the designation of an officer from the relevant Department of FMOH , or any of its tertiary health institutions in the state where

- (d) Provide supportive supervision for the project activities.
- (e) Work together in the area of Health Information of exchange of Healthcare Information and Knowledge.
- (f) Support the development of Medical and Health Infrastructure, provide also institutional support in specific areas that will help facilitate healthy relationships that will translate policy documents to implementation through partner BBF.
- (g) Provide technical support in the planning and implementation of the project. This is important to ensure that the content and delivery of the project is in tandem with the objectives of the Ministry with regards to the prevention and control of NCDs in Nigeria.

## **BRAIN AND BODY FOUNDATION**

### **The BBF shall provide:**

1. Brain health education and awareness of the causes of all non-communicable diseases, especially cancers and disorders related to the immune system, diabetes mellitus, cardiovascular disease, disorders related to hormones and the endocrine system, neurodevelopmental disorders, strokes, dementias, and other brain related disorders prevalent in the country.

**ARTICLE 6**  
**TERMINATION**

Upon the breach of any of the terms of this **MoU**, the party in breach shall be given a written notice to remedy the breach and if such breach persists (3) months after the notice, the aggrieved party may without prejudice to any accrued rights, terminate this **MoU** by a written notice to the address of the defaulting party.

**ARTICLE 7**  
**RESPONSIBILITIES**

With objectives of defining the contribution of the Ministry and **BBF** towards this unified action plan, the following roles and responsibilities are agreed between the parties under this Memorandum of Understanding.

**FEDERAL MINISTRY OF HEALTH**

**FMoH shall be responsible for the following:**

- (a) Introduce Brain and Body Foundation to both the International and local organizations for funding, to enable BBF Programs and Projects in Nigeria.
- (b) Monitor and Evaluate BBF projects periodically
- (c) Facilitate communication with relevant development partners and other stakeholders.

ARTICLE 4  
COMMENCEMENT

This **MoU** shall commence on the date of the execution by the parties.

ARTICLE 5  
DURATION

1. This Memorandum of Understanding shall become effective upon execution and shall remain in force for a period of five (5) years.
2. The validity of this Memorandum of Understanding may be extended further upon agreement of the Parties in writing for a subsequent term to be determined by the Parties.
3. At the expiration of this Memorandum of Understanding, its provisions shall continue to govern any un-expired and existing obligations, contract agreements or projects assumed or commenced hereunder. Such obligations shall be carried on to completion.

- (i) Greater access to nutraceuticals by members of the general public
- (j) More research into nutraceuticals for the purpose of providing cheaper, more cost-effective options.
- (k) Greater integration and collaboration between the BBF with government hospitals and other health institution.
- (l) Improved delivery of quality mental health care to the Nigerian population.
- (m) Development of policies that make it easier for the general public and health care professionals to access and utilize nutraceuticals.

**ARTICLE 2**  
**IMPLEMENTATION OF TECHNICAL SUPPORT**

The recipient of technical support shall enter into a written agreement with **BBF**, which shall spell out the roles, responsibilities and funding that will guide the implementation of the project.

**ARTICLE 3**  
**REPORTING**

**BBF** shall transmit twice every year to **Federal Ministry of Health** a technical report on the progress of the engagement and activities implemented under this **MoU**.

- (a) The **BBF** will continue to provide high quality nutraceuticals free of charge to poor and indigent families all over Nigeria
- (b) The adoption of the BUILDING STRENGTH APPROACH by healthcare professionals and healthcare institutions at all levels – primary, secondary, tertiary and research institutions as a valuable approach to addressing diseases of every kind.
- (c) The BUILDING STRENGTH APPROACH integrated into the medical curriculum and training for all healthcare practitioners – doctors, nurses, pharmacists, physiotherapists, laboratory scientists, etc.
- (d) A more informed and enlightened public on matters that directly and indirectly affect the health of the Nigerian populace. This will be as a result of the provision of ongoing public health education on all diseases handled by the Health Promotion Division of the Department of Family Health (DFH)
- (e) Improved delivery of quality health care at all levels: primary, secondary and tertiary levels.
- (f) Drastic reduction in the morbidity and mortality associated with sickle cell disease and related blood disorders.
- (g) Drastic reduction in the morbidity and mortality rates associated with cancers, heart disease, diabetes and strokes.
- (h) A more expanded acceptance and use of nutraceuticals by all healthcare professionals as essential tools in the treatment of non-communicable diseases of every kind.

- Addressing and reducing the burden of all diseases related to aging. These include, but are not restricted to: all cancers, pulmonary diseases, neurological and psychiatric disorders, gastrointestinal disorders, hormonal dysfunctions, reproductive system disorders, diabetes mellitus, cardiovascular diseases, strokes, etc.
- Promotion of research into safer, cost effective methods of addressing all non-communicable diseases, especially cancer, cardiovascular disease, diabetes, pulmonary disease, sickle cell disease, etc.

The benefit of this **MoU** is that **FMoH** will be able to have seamless engagement, implementation and monitoring of development assistance to various states and local governments along with BBF in order to adequately and effectively harness the opportunities presented by international aid organizations.

It is expected that when such opportunities are adequately harnessed, the objectives of the Federal Ministry of Health to strengthen the health system and to improve health indicators will be achieved.

It is therefore hoped that such achievements will result in the following benefits:

112

its representatives, assigns and successors in – title) of the other part.

**WHEREAS:**

This Memorandum of Understanding is in pursuance to the overarching objectives of the Federal Ministry of Health system to such that it will be able to provide effective, efficient and quality education and interventions that will improve the mental and physical health status of the Nigerian People.

**ARTICLE 1**  
**OBJECTIVES OF THE MoU**

The purpose of this MoU is to govern the collaboration between FMOH and BBF with the aim of achieving the following:

1. Addressing and reducing the burden of mental health and neurological disorders in Nigeria among all age groups, from children to the aged.
2. Addressing and reducing the burden of sickle cell disease in Nigeria.
3. Addressing and reducing the burden of all non-communicable diseases and related health challenges.

111

This Addendum to the original Memorandum of Understanding (MoU) made in 2018 is made this <sup>26<sup>th</sup></sup> day of <sup>AUGUST</sup> 2020 and is for a duration of five years, ending on the <sup>26<sup>th</sup></sup> day of <sup>AUGUST</sup> 2025.

**BETWEEN**

The **FEDERAL MINISTRY OF HEALTH**, for and on behalf of the Federal Government of Nigeria represented in this MoU by its **Permanent Secretary, A. M. Abdullahi**, with its office situated at the **Federal Secretariat Complex, Phase III Ahmadu Bello Way, Abuja** Nigeria (hereinafter referred to as **"FMoH"** which expression shall where the context so admits include its representatives, assigns and successors in – title) of the one part.

**AND**

The **BRAIN AND BODY FOUNDATION**, A Non-Governmental Organization in Nigeria incorporated under the Laws of Nigeria as a **Non-Governmental Organization (NGO)** with office located at No. 39, Suez Crescent, Abacha Estate, Wuse Zone 4, Abuja, represented in this MoU by **Dr. Adedayo Ayodeji Ajibade, MBBS, MMDT**, Founder/Executive Director (hereinafter referred to as **"BBF"** which expression shall where the context so admits include

110

**ADDENDUM TO MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN**

**FEDERAL MINISTRY OF HEALTH**

**AND**

**BRAIN AND BODY FOUNDATION**

**ON**

**IMPROVED DELIVERY OF QUALITY HEALTH  
CARE AT ALL LEVELS**

**July, 2020**