

Appendix 4: Framework of a Memorandum of Understanding

When a National Society agrees to undertake the provision of part (VNRBD only - Category B) or all (Category A, including just collections) of a national blood programme on behalf of the government or health authority, GAP recommends that this is supported by a Memorandum of Understanding (MoU) or service agreement between the two parties. A MoU provides clarity on respective roles and responsibilities and facilitates a cooperative working relationship based on expectations that have been agreed to by both parties. It can also be used to document and reaffirm the government's responsibility to assist the National Society in managing its blood programme risks both financially and with regards to assurance.

MoU's are established for a clearly specified period (such as 1-3 years) however they should be reviewed annually. It is in the interest of both parties that a formal contract be negotiated each year (perhaps as an addendum to the MoU) that specifies the volume/number of products to be provided and the funding that will be provided by, or funding arrangements that are supported by, the government.

MoU formats may vary but generally they will include the following:

- Title
- Mission / Objective
- Purpose and Scope
- Responsibilities
- Terms of Understanding

The **title** describes clearly the parties and the purpose of the MoU, for example: 'Memorandum of Understanding (MoU) between [*the Country government or health authority*] and [*the National Society/blood service*] for the [*Specific programme of work e.g. implementation of the national blood programme/provision of the blood donor recruitment programme*]'

I. Mission/Objective

A preamble which includes a brief description of the missions of both the National Society/blood service and the government, and the area which the partnership will promote e.g. the adequate supply of safe blood and blood products to patients, through a national blood programme based on voluntary blood donation.

II. Purpose and Scope

A description of the intended results that both parties hope to achieve in forming the partnership, and the area(s) that the specific activities listed later will cover.

Delegations could be covered in this section. If a National Society is delegated as the national blood service, the National Society should seek an assurance that it will have autonomy and independence in the technical management of the programme. Funding arrangements and the provision of assurance could also be covered here.

III. Responsibilities

A list of the specific responsibilities and/or tasks of each party, and any joint obligations, that have been agreed as part of the negotiation process including annual operations and budget plans with agreed Key Performance Indicators. Below is a list of government and National Society responsibilities that could be considered for inclusion in a MoU for a **Category A** blood programme.

Government obligations:

- The implementation of a clear blood policy which spells out the agreed roles and functions of all parties, including the National Society, and establishes VNRBD as the basis for the national blood programme
- The provision of an appropriate legislative framework for the blood programme and regulatory oversight
- The provision of sufficient resources to enable the National Society to undertake the task at the required level of quality and competence without compromising standards or diminishing its own resources
- The provision of an adequate level of protection/assurance to the National Society for undertaking the blood programme on its behalf, particularly regarding incidents of 'no fault' transfusion transmitted infection.

National Society/blood service obligations:

- Comply strictly with all laws, regulations and guidelines issued by government
 - Provide the population with access to the safest possible blood and blood products, equitably and appropriately
 - Recruit VNRB donors, provide appropriate donor care, and collect, test, process and distribute blood and blood components
 - Retain competent staff, including an appropriately skilled director with the responsibility and authority for planning, coordinating and managing the blood programme
 - Provide a technical, financial and administrative structure to ensure the appropriate management of the blood programme
 - Maintain an appropriate quality management system for its activities and production processes
- Submit agreed financial and quality reports to the government in a timely manner

A number of the examples above could also apply for **Category B** National Society's entering into partnership with a blood centre. Additional suggestions are included below:

Government/Blood Centre obligations:

- The implementation of appropriate donor care systems and of quality standards in the collection, testing and processing and distribution of blood and blood components to ensure the population has access to the safest possible blood and blood products, equitably and appropriately
- The provision of professional expertise for the development of the public awareness programme, in liaison with those responsible for donor recruitment programme (including RC/RC)
- Assistance in the orientation and training of RC/RC volunteers
- Management of a dedicated budget for the blood service allocating appropriate resources to those responsible for donor recruitment (including RC/RC)

National Society/blood donor recruitment programme obligations:

- Work in partnership with Blood Centre to ensure an adequate supply of safe blood
- Recruit and build a team to implement the blood donor recruitment and management programme, implementing wherever possible the IFRC's standard toolkit 'Making a Difference ...recruiting voluntary , non-remunerated blood donors'
- Develop and implement a continuous national awareness programme to heighten the importance of blood donation
- Develop and manage education, publicity and promotion activities to promote, recruit and retain blood donors to the level as agreed with the blood service.
- Develop recognition programmes for regular blood donors, in partnership with the blood service, including World Blood Donor Day on 14 June.
- Motivate and enlist the support of the community to organize and host blood mobile sessions and to coordinate the activities for the blood mobile drives with the blood service.

- Recruit, train and manage a pool of volunteers to maximize the impact of the donor recruitment programme

IV. Terms of Understanding

Describes the terms of length for the MoU and the effective date from which the agreement will start (usually when it is signed). A review period, usually annually, should be included to ensure that the MoU is meeting its purpose and that any necessary revisions can be made. The option to extend the MoU upon mutual agreement could also be written into this section.

The process for termination of the MoU and for resolving disputes should be clarified. A confidentiality clause could also be incorporated to ensure that information and documents received or acquired are treated as strictly confidential.

The MoU should end with the signatures of the duly authorised representatives of both the government and National Society and the date upon which the document was signed. The signatures of at least two witnesses, one from each party, should also be included.

GAP may be able to assist in providing example MoU's for National Societies to consider. Please contact the GAP Secretariat or the IFRC, if further information is required.