

## MEMORANDUM OF COOPERATION

c. Yerevan

17 September 2022

The RA MoH National Institute of Health after S. Avdalbekyan CJSC (state registration number: 264.140.01712, date of state registration: 5 September 1995, TIN: 00011624) /hereinafter referred to as the “NIH”/, represented by Eduard Hambardzumyan, the Head of the Department of Obstetrics, Gynecology and Human Reproduction of the NIH, acting on the basis of the Company Charter, on the one part, Michel Odent Mother Center NGO (state registration number: 211.171.1252558, state registration date: 15 July 2022, TIN: 02869563) /hereinafter referred to as the “MOM CENTER”/, represented by President Astghik Vardanyan, and Michel Odent Mother Center NGO honorary member Michel Odent, on the other part, acting on the basis of the NGO’s Charter /referred together also as the “Parties” and separately also as the “Party”/ have concluded this Memorandum as follows:

### 1. SUBJECT OF THE MEMORANDUM

1.1. The subject of this Memorandum is the cooperation between the Parties to ensure continuous development of the knowledge, skills and abilities of the persons engaged in professional activities related to pregnancy, childbirth and postnatal services as well as to improve the knowledge and awareness of adolescents, expectant parents and their family members about maternal and child health and care issues.

### 2. DIRECTIONS OF COOPERATION

2.1. Under this Memorandum, the Parties shall cooperate in the directions below:

2.1.1. Supporting the young people, expectant mothers and their family members in prenatal care, preparation for safe and respectful childbirth, postpartum care and effective breastfeeding through provision of educational and counseling services oriented to the well-being of the woman/family;

2.1.2. Developing the knowledge, skills and abilities of the professionals engaged in obstetric care to ensure safe and respectful childbirth management with natural, physiological, scientific approaches and rooting of evidence-based professional practices;

2.1.3. Participation in jointly organized scientific conferences, workshops, scientific and thematic conferences and Continuing Professional Development Programs in any other formats;

2.1.4. Scientific and practical, as well as any other directions of professional and organizational nature of mutual interest relating to the activities and specialization of the Parties.

### **3. DUTIES OF THE PARTIES**

3.1. The Parties shall undertake to carry out their joint work in the format of mutually beneficial cooperation and take all the measures to fulfill in good faith their duties under this Memorandum.

### **4. TERM OF THE MEMORANDUM**

4.1. This Memorandum shall take effect on the date of its signing by the Parties and shall be effective for an indefinite term.

4.2. This Memorandum may be early terminated at the initiative of each of the Parties, by giving a notice to the other Party in writing no later than 1 (one) month prior to the date of intended termination.

### **5. DISPUTE RESOLUTION**

5.1. Any disputes and disagreements arising during the performance of this Memorandum and any other separate agreements concluded between the Parties based thereon shall be resolved through negotiations within 1 month. In case of failure to reach an agreement, the resolution of disputes shall be brought before the examination of the competent court of law in the Republic of Armenia.

### **6. FORCE MAJEURE**

6.1. The Parties shall be exempted from any liability for their failure to fully or partially perform their obligations under the Memorandum, if such failure has been caused by force majeure, which arose after signing the Memorandum and which the Parties might not have foreseen or prevented. Such force majeure include as follows: earthquake, flood, fire, war, declaration of a martial law and a state of emergency, political unrest, strikes, suspension of the means of communication, acts of state authorities, etc., which make it impossible to fulfill the obligations under the Memorandum. If the force majeure persists for more than one month, each of the Parties shall be entitled to annul the Memorandum, by giving a prior notice to the other Party.

### **7. MISCELLANEOUS**

7.1. Any changes and amendments to this Memorandum may be made by mutual written agreement of the Parties, which is considered an integral part of this Memorandum.



7.2. This Memorandum is made in Armenian, in 3 (three) originals of equal legal force, one copy to each of the Parties.

**8. ADDRESSES AND SIGNATURES OF THE PARTIES**

RA MoH National Institute of Health after S.  
Avdalbekyan CJSC  
49/4, Komitas Ave., Yerevan,

Michel Odent Mother Center NGO  
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Head of the Department of Obstetrics, Gynecology and  
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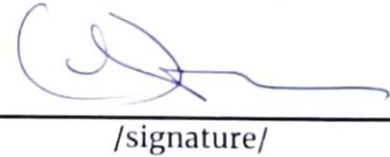
**President**

**Eduard Hambardzumyan**

**Astghik Vardanyan**



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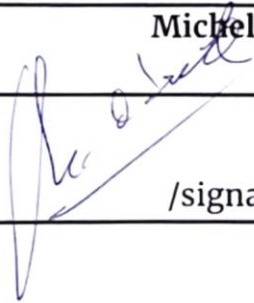


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Michel Odent Mother Center NGO

**Honorary Member**

**Michel Odent**



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