

**MEMORANDUM OF UNDERSTANDING
BETWEEN JANJAY VILLAGE OF HOPE
AND SAVE HAVEN COMMUNITY HEALTH SERVICES**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Janjay Village of Hope, whose address is 6600 Laurel Bowie Road, Laurel, MD 20715 and the Save Haven Community Health Services Project (Liberia) whose address is UN Drive& Randall St Intersction, Suite 101, Monrovia, Liberia, West Africa.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Janjay Village of Hope and Save Haven Community Health Services Project will collaborate and function. Both organizations are involved in community health services, education and economic empowerment activities in Liberia West Africa. Under their combined mission to identify , diagnose treat and followup patients with epilepsy, a very endeminc disease in that region of West Africa.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect until mutually terminated. _ This MOU may be terminated, without cause, by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of agencies.** Pursuant to this MOU, Janjay village of Hope and Save Haven Community Health Services are responsible to solicit and distribute anticonvulsants and other medical supplies and medications that will be needed to carry out and foster their health care mission for the people of Liberia, West Africa.

5. **Responsibilities of other agencies.** Other agencies that will be affiliated with both nonprofit organizations will streamline their mission and vision to coincide with the responsibilities delineated above pursuant to stipulations of this MOU..

6. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Maryland. The courts of the State of Maryland shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial District Court of Baltimore, Baltimore City, State of Maryland.

D. Entirety of Agreement. This MOU, consisting of 3, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The Janjay Village of Hope and the Save Haven Community Health Services Project (Liberia) and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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