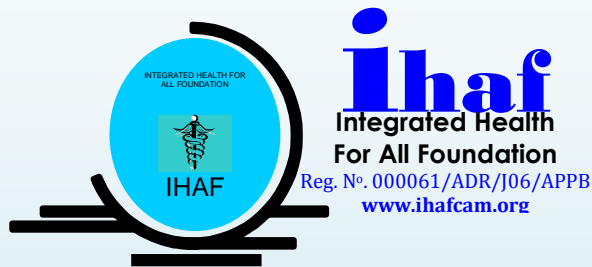


MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**INTEGRATED HEALTH FOR ALL FOUNDATION (IHAF)
YAOUNDE, REPUBLIC OF CAMEROON**



AND

Noodles.ONLUS

NUTRITION & FOOD SAFETY AND WHOLESOMENESS (NOODLES) ONLUS

ROME, ITALY

ON

**COOPERATION IN ISSUES RELATING TO FOOD PRODUCTION
(AGRICULTURE), NUTRITION AND FOOD SAFETY FOR PROPER
INFORMATION, EDUCATION, COMMUNICATION AND TRAINING
OF FOOD PRODUCER AND CONSUMER GROUPS IN CAMEROON**

The Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered on the 20th day of February 2011 by and between the

Integrated Health for All Foundation whose principal office is at Integrated Health for All Foundation (IHAF), Headquarter Secretariat, P.O. Box 31717, Biyem - Assi, Yaoundé, Centre Region, Republic of Cameroon, Central Africa. Tel: (+237) 2211 7903, (+237) 7712 2685, (+237) 7776 9371, (+237) 7721 86 89. Emails: inquires@ihafcam.org, ihafcam@yahoo.com (here-after referred to as “IHAF”)

AND

Nutrition & Food Safety and Wholesomeness. Prevention, education and research network. onlus, whose principal office is in Rome, Italy, Via Mancinelli, 100 - 00199 Rome - Italy, Registration no. 79422 and Fiscal Code 97531420582. Tel: (+39) 06 86200035, Email: cds@noodlesonlus.org (here-after referred to as “NOODLES”)

Hereinafter collectively referred to as the “Parties” and individually as the “Party”.

1- BACKGROUND

1.1- Considering that:

The **Integrated Health for All Foundation** (<http://www.ihafcam.org/>) is a Non-Profit Organization (NPO/NGO) duly authorized by the Cameroon government with Association Declaration Receipt Registration: N°. **000061/ADR/J06/APPB** with its headquarters in Yaoundé, Centre Region, Republic of Cameroon. Its Mission is to “Ensure Quality Health for All” amongst the poorest and economically disadvantaged communities depending solely on subsistence agriculture- with over-crowded households amongst who are young children, pregnant/breastfeeding women, orphans and adolescent girls, through education, improved nutrition and health care”.

The main objectives of the Integrated Health for All Foundation are:

- ❖ **To develop:** The capacity of communities to harness the resources of their immediate local environment through project and development (P&D) innovations, thereby reducing extreme poverty.
- ❖ **To fight against:** Malnutrition and infectious diseases (HIV/AIDS, malaria ...) through improving the capacity of individuals, families and communities and improving access to health services/facilities (when applicable).
- ❖ **To partnership:** With national/international stakeholders to ease the achievement of good and equal health-for-all.

The **NOODLES** (<http://www.noodlesonlus.org>) is a Non Lucrative Organization of Social Utility (ONLUS) duly authorized under the Italian D.M. 18 July 2003, no.266, by the Italian Revenue Agency with **Protocol no. AC/cf/onlus 79422** and Fiscal Code 97531420582 on the 24th of November 2008. NOODLES has its headquarter in Rome, Italy. Its mission is health and social promotion in disadvantaged scenarios -especially in developing/emerging countries- in the field of food safety and wholesomeness, and nutrition.

With the strict cooperation of local communities and pivoting on environment-health as well as social-economic and cultural aspects of food and diet, the NOODLES mainly focus its activities on:

- ❖ The **prevention of health risks** for the present generation and burden of poor health for generations to come.
- ❖ Defence of typical food production chains and **food self-sufficiency**.

Both agreeing to collaborate initially on issues relating to:

- Nutrition and Food Safety:
Issues related to diet (including breastfeeding), staple foods (such as fish, milk: raw and pasteurized) and ingredients (such as red palm oil) shall be targeted for information, education and communications (IEC) at the level of the consumer on how to mitigate antinutritional factors and contaminants.

and

- Agriculture (food production):
Working closely with, and building capacities of, and providing technical supports to food producers on good production practices to minimize the carryover from the environment to the food chains.

1.2- Noting:

That the Founders of both organizations first met at the Risk Assessment Summer School (RASS XIII, 2008) in Germany organized by the Malmfors Consultancy and sponsored by the International Union of Toxicology (IUTOX). It was a great opportunity for both of them as they used it to exchange presentations of their respective organizations. One year after, they both met at Sun City in South Africa for the 7th Congress on Toxicology for the Developing Countries. Even then the discussions strengthened consolidating networking via internet and making partnership arrangements. Furthermore, the founder of the NOODLES visited the Headquarters Secretariat of the IHAF in Yaounde, Cameroon to discuss partnership issues with the Founder and Chief Executive Officer of IHAF on the 21 November, 2010. The IHAF and NOODLES cooperation will enhance the implementation of their missions and objectives for inclusion of the local communities in Cameroon and neighborhood population especially the marginalized groups- youths, young children, women, the elderly in an environmentally healthy and friendly manner in order to build capacities and improve the general standard of living of all Cameroonians.

2. AGREEMENT

2.1- Therefore, the Parties recognize that cooperation among them in fulfilling their mission and objectives is a necessary step towards enhancing the general standard of living in Cameroon by contributing to poverty reduction through proper information, education, communication and productive capacity building and ensuring the safety and environmental health of consumer and food producer groups in local communities and the general population within the framework of the Millennium Development Goals (MDGs).

2.2- The Parties also agree to meet in future and to set the framework agreement with specific activities stating the role of each party and the means to accomplish such activities within agreed time-frames within the framework of this Memorandum of Understanding and within the mission and objectives of the Parties through proper information, education, communication and productive capacity building towards improving access to healthy (anti-nutrient-low or free) diets for a sustainable public and environmental health as the bases for social inclusion of the local communities and the marginalized population in Cameroon.

3- CONFIDENTIAL INFORMATION

Both parties have agreed that any information received by them during any furtherance of their obligations in accordance with this event, which concerns the personal, financial or other affairs of each other will be treated by them in full confidence and will not be revealed to any other persons, firms or organizations. Confidential Information of a party (the "Discloser") shall mean any information which is disclosed to the other party (the "Recipient"), including but not limited to trade secret, know-how, patents research, business plans, marketing information, details of customers, financial situation, and any other technological, commercial and/or financial information, either expressed in notes, letters, facsimile, memoranda, agreement, contract, analysis, report, minutes, document, manual, compilations, soft ware, e-mail or disclosed orally and identified as confidential at the time of disclosure. Notwithstanding the aforesaid definition, "Confidential Information" shall not include any publication and other information, which is in the public domain or developed or gained by the Recipient through lawful methods at the time of disclosure.

- I. The Recipient shall not utilize any of the Discloser's Confidential Information other than for the limited purpose of performance of the agreement. Besides, the recipient shall treat the Discloser's Confidential Information as confidential and proprietary, using enough and reasonable;
- II. The Recipient shall not disclose, divulge, transfer, assign, license or afford access to any such Confidential Information to any third-party, either organization or individual, who is not allowed to know such information for the purpose of this Memorandum of Understanding;
- III. If there is a necessity to disclose any such Confidential Information to any third party, the Recipient shall get written consent from the Discloser before the disclosure and conclude a confidential agreement with the third party to protect such information;
- IV. The Personnel who may access such Confidential Information shall be bound by confidential obligation;
- V. Upon the termination of the relationship, the Recipient shall return to the Discloser all the Confidential Information and the materials which the Confidential Information attaches to any of its copies upon the Discloser's request;
- VI. The Recipient shall not use any of the Discloser's Confidential Information should the parties fail to enter into any Relationship

4- This Memorandum of Understanding though, a generic framework agreement shall be binding and governed by and construed within the laws of the Republic of Cameroon and within the laws of Italy, mutually agreed upon.

5- Any dispute arising out of the memorandum of Understanding shall be settled friendly through the consultative processes of the parties; if the parties cannot agree with each other, dispute shall be resolved by final and binding arbitration administered by jurisdiction of the Republic of Cameroon and Italy.

In WITNESS WHEREOF, the parties hereto have caused the Memorandum of Understanding to be executed by authorized representatives of the parties as of the date first above written.

Name: **Mr. Wilfred Angie ABIA**
Title: **CEO / Founder**



On behalf of **IHAF**
(Integrated Health for All Foundation)

Done in Yaoundé, Cameroon, on the
February 20th, 2011

Name: **Dr. Chiara Frazzoli**
Title: **President / Founder**



On behalf of **NOODLES**
(NOODLES ONLUS)

Done in Rome, Italy, on the
February the 20th, 2011