AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES

BETWEEN

THE MINISTRY OF PUBLIC HEALTH OF THE REPUBLIC OF CUBA

AND

THE MINISTRY OF HEALTH OF THE REPUBLIC OF BOTSWANA

The First Party: The Ministry of Public Health of the Republic of Cuba, with offices at Calle 23, No. 201, esquina N, Plaza de la Revolución, Havana, Republic of Cuba, hereinafter referred to as Cuba and represented in this Act by Dr. Ismael Castillo Garcia appointed by Cuban Medical Services.

The Second Party: The Ministry of Health of the Republic of Botswana, with offices at _____, hereinafter referred to as Botswana and represented in this Act by _____ in his/her capacity of _____.

Both Parties, hereinafter jointly referred to as the Participants and separately as a Participant, mutually acknowledging the legal capacity and representation with which they attend for this purpose, decide to sign this Agreement under the following considerations, terms and conditions:

CONSIDERING the request made by the authorities of the Ministry of Public Health of the Republic of Botswana for the provision of health care by Cuban health professionals and technicians to patients of the nation of Botswana;

CONSIDERING that the Republic of Cuba is able and willing to continue working with the Republic of Botswana in order to meet the needs of medical services, and

HAVING DECIDED to continue strengthening the ties of friendship and collaboration existing between both countries on the basis of the principles of equity and mutual benefits.

ARTICLE 1
DEFINITIONS

1.1 "Health professional" means a person having skills, experience or knowledge in a particular field or activity related to health and who is registered with the relevant health professional bodies of either Participant.

ARTICLE 2
OBJECT AND SCOPE

2.1 For this Agreement the Participants defined, by mutual accord, the provision of medical services by Cuba of health professionals and technician in geographic areas of the Republic of Botswana, to ensure continuity in the provision of services in the field of health by the current medical brigade under the Comprehensive Health Program, as well as, guaranteeing access for the population to health services and, subsequently, providing them with benefits in this area. This shall take place in exchange for corresponding remuneration by Botswana.

2.2 The Cuban health professionals and technician will have well qualification and scientific technical levels in the performance of their profession.

ARTICLE 3
COMPETENT AUTHORITIES

3.1 The competent authorities responsible for the implementation of this Agreement are:

(a) in the case of Botswana, the Ministry of Health of the Republic of Botswana, and

(b) in the case of Cuba, Cuban Medical Services.

ARTICLE 4
AREAS OF COLLABORATION

4.1 The Participants will collaborate in the following areas:

(a) the provision of health care services to strengthen primary health care and health care system towards the prevention and control of chronic communicable and non communicable diseases, and

(b) research in human health.

ARTICLE 5
OBLIGATIONS OF THE PARTICIPANTS

5.1 Obligations of Cuba:

a) ensure the availability of a medical team comprising of Cuban health professionals and technicians, as detailed in Annex II of this Agreement;
b) provide the agreed medical services according to what is described in Annex II of this Agreement;
c) ensure that the Cuban health professionals and technicians have the requisite qualification, skills and expertise to provide with quality and ethics the health care services agreed in this Agreement;
d) ensure the economic sustainability of the Cuban health professionals and technicians in the Republic of Botswana over the term of the present Agreement;
e) supply to Botswana the necessary documentation for the purpose of materializing this Agreement;
f) inform the Cuban health professionals and technicians about the main characteristics, customs, traditions and fundamental laws in force in the Republic of Botswana;
g) provide in respect of the public service of Botswana the hours of work and others terms and conditions of work of the Cuban health professionals and technicians;

h) appoint a representative who will establish the necessary coordination with Botswana for the proper implementation of this Agreement, and
i) ensure that the Cuban health professionals and technicians providing services under this Agreement respect the current laws and customs applicable and traditions in the Republic of Botswana.

5.2 Obligations of Botswana:

a) bear the costs of air transportation of the Cuban health professionals and technicians at the beginning and the end of the agreed services as well as those related to the vacation period of thirty (30) days yearly;
b) facilitate the entry and stay in the Republic of Botswana of the Cubans health professionals and technicians by patting for assisting with obtaining entry visas, work and residence permits, and other legal obligations to be fulfilled by the Cuban team under this Agreement;
c) ensure and bear the costs of food and accommodation to the Cuban health professionals and technicians with all amenities and services (such as furniture, kitchen, domestic appliances, linen, water, gas, electricity, telephone air conditioning and/or heater, computer, Internet services and transportation for working purposes) during the term of this Agreement;
d) provide a secure living and working environment for the Cuban health professionals and technicians;
e) ensure that the physical structure of the center where the agreed services are to be provided meet the established epidemiological standards for this type of service;
f) ensure the medical equipment, instruments and other necessary resources to provide the medical services agreed in accordance with the provisions of Annex I;
g) inform the Cuban health professionals and technicians about the current sanitary regulations for the provision of the agreed services using the adopted standards of the Republic of Botswana;
h) bear the costs of urgent or emergency medical and dental care of the Cuban health professionals and technicians, but the eye glasses and dental prosthesis are excluded from the application of this clause;
i) facilitate the process and assume the costs related with the return of Cuban health professionals and technicians with a companion from the medical collaboration program under this Agreement for reasons of illness, injuries or death;
j) guarantee the payment as remuneration of the agreed services;
k) appoint a representative in charge of establishing the necessary coordination with Cuba for the proper execution of the present Agreement, and
l) ensure that no Cuban health professional or technician who violates the provision of this Agreement is authorized to practice in the Republic of Botswana.

ARTICLE 6
CONDITIONS OF PAYMENT

6.1 The Participants agree that by the concept of providing the medical services agreed in the present Agreement, in correspondence to the Cuban health professionals and technicians currently working under this Agreement, Botswana will pay annually to Cuba two million three hundred eighty five mill sixty hundred with 00/EUROS (2.385.600,00€).

6.2 The amount to be paid by Botswana will be transferred in Euros monthly is one hundred ninety eight mill eighty hundred with 00/EUROS (198.800,00€), to the bank account set out in Annex II of this Agreement. From this amount, Botswana shall deduct the monthly stipend to be paid to Cuban health professionals and technicians, in correspondence to the occupational category, as described in Annex No. I of this Agreement.

6.3 Payments will be done on a monthly basis. The first payment will be done during the term of the ten (10) days following the signature of this Agreement. The following monthly payments will be done during the next ten (10) days after the month in arrears.

6.4 The costs associated to bank transfers for the payment of medical services agreed will be borne entirely by Botswana so that Cuba receives the full amount, free of all charges and other discounts that may proceed at the time of the transactions.

6.5 In case of medical services provision in excess to what is agreed, Botswana will pay the difference to Cuba for labor´s hours in the terms and conditions to be mutually agreed between the Participants.

ARTICLE 7
CONFIDENTIALITY

7.1 The Participants commit not to divulge, spread or make public any information exchanged between them or such that they may have been able to access as a result of this Agreement, as long as this information should not be in the public domain unless there should be legal requirement or mutual agreement between the Participants.

7.2 The commitment of confidentiality will be valid for an additional period of two (2) years, counted from the date of termination of this Agreement.

ARTICLE 8
CLAIMS AND THEIR RESOLUTION OF DISAGREEMENTS

8.1 Any difficulty related to the performance of the Cuban health professionals and technicians during the time they are providing contracted services shall be treated amicably, directly between the Participants.

8.2 Any difference resulting from the interpretation and/or implementation of this Agreement, the Participants shall endeavor to resolve them amicably and if they do not reach mutual agreement, submit the same to the highest authority of each Participant for solving.

ARTICLE 9
CAUSES OF RESPONSIBILITY DEFENCES

9.1 The Participants are not responsible for the failure or improper fulfillment of their respective obligations when they cannot be able to satisfy by reasons of force majeure or fortuitous event, being these understood as extraordinary and unforeseeable event, or those that are inevitable but beyond the will and action of one or both Participants and that should arise after the signing of this Agreement.

9.2 Not considered to be causes of force majeure or fortuitous event, nor circumstances that should modify the obligations emerging from this Agreement, are any provisions, regulations, proclamations, orders or actions, including the denial of permits from governments foreign to the Participants or others that in any way should possess, direct or control to Botswana, that prevent or attempt to prevent, totally or partially, the opportune and full compliance with this Agreement.

ARTICLE 10
ENTRY INTO FORCE AND VALIDITY

10.1 This Agreement enters into force on the date of its signing and is valid for five (5) years; it may be renewed in the term and conditions to be determined by the Participants unless it should be terminated by either of the Participants.

ARTICLE 11
OTHER PROVISIONS

11.1 On the date the contracted services commence, an Act shall be signed by the representatives of the Participants in order to determine the start of provision of contracted services, in accordance with the Annex No. III of this Agreement.

11.2 The Participants shall assess compliance with agreements made in this Agreement at the end of a six (6) month term, counted from the date of starting to provide contracted services.

11.3 This Agreement may be amended by mutual agreement of the Participants, proposes for either Participant, in written supplements, that shall be an integral and inseparable part of it, having equal legal value and juridical purposes as the document which originated them.

11.4 This Agreement may be terminated by one of the Participant, in writing, at least six (6) months in advance of the date on which that Participant would like the termination to take effect. Termination does not imply cessation of compliance with obligations acquired.

11.5 This Agreement will not derogate from the provisions of any agreement to which the Participants are a Party and will accordingly not detract from any rights obtained or obligations assumed by virtue thereof.

By virtue of which, the signees, duly authorized or this purpose, sign this Agreement.

GIVEN in _____ on _____ of two thousand and twelve (2012), in two (2) original exemplars, in two (2) languages, Spanish and English, having both texts equal validity. In the event of any differences in interpretation of this Agreement, the Spanish language version shall prevail.

_____ _____

CUBA BOTSWANA

ANNEX I TO THE AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES BETWEEN THE MINISTRY OF PUBLIC HEALTH OF THE REPUBLIC OF CUBA AND THE MINISTRY OF HEALTH OF THE REPUBLIC OF BOTSWANA

CHARACTERISTICS OF THE SERVICES TO BE PROVIDED BY THE TEAM OF CUBAN HEALTH PROFESSIONALS AND TECHNICIANS IN THE REPUBLIC OF BOTSWANA.

1. The Cuban health professionals and technicians will provide their services in the health institutions to be deployed, with a working session of 40 hours a week (from Monday to Friday) and 12 hours for medical duties (urgencies) once a week according to the schedule of the health center where they are deployed.

2. Botswana will ensure all documentary information, equipments, medications, supplies and disposable materials to guarantee the quality of the services provided by the Cuban health professionals and technicians.

3. The Cuban health professionals and technicians will contribute with the local health authorities in the programs and health actions for the control of chronic transmitted and non transmitted diseases.

4. The Cuban health professionals and technicians may participate in seminars, events and scientific activities to exchange experiences for the development of knowledge based on the health of the populations according to the legislation in force.

5. The Participants will ensure that the Cubans health professional and technicians deployed under this Agreement, only work in the public health sector in the post for which they have assigned. They will not be employed for another post neither by the public health sector nor the private health sector during the term of this Agreement.

ANNEX II TO THE AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES BETWEEN THE MINISTRY OF PUBLIC HEALTH OF THE REPUBLIC OF CUBA AND THE MINISTRY OF HEALTH OF THE REPUBLIC OF BOTSWANA

PAYMENT FOR THE AGREED MEDICAL SERVICES

1. The amount to be paid by Botswana to Cuba is based on the agreed health care provision of the Cuban health professionals and technicians.

2. The correspondent remuneration for the agreed medical services provided will be transferred in Euros to the following bank account:

Titular: Servicios Médicos Cubanos
Account number: 0300000003986747
Bank: Banco Financiero Internacional
Swift Code: BFICCUHH
Corresponsal Banks: BBVA, Madrid Código Swift: BBVAESMM
Commerzbank AG, Frankfurt
Swift Code: COBADEFF

3. We are not able to accept transfers from abroad in North American dollars (USD).

Transfer can not be made through:

a) North American banks located or not in the territory of the United States of America and

b) Banks and branches with USA capital.

ANNEX III TO THE AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES BETWEEN THE MINISTRY OF HEALTH OF THE REPUBLIC OF CUBA AND THE MINISTRY OF HEALTH OF THE REPUBLIC OF BOTSWANA

DETERMINATION ACT FOR THE BEGINNING OF THE PROVISION OF THE AGREED SERVICES

Cuban Medical Services (Cuba) represented by _____ and the Ministry of Health of the Republic of Botswana (Botswana) represented by _____ agree to sign the present document on the date below related as an evidence of the beginning of the provision of the agreed services in the AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES BETWEEN THE MINISTRY OF HEALTH OF THE REPUBLIC OF CUBA AND THE MINISTRY OF HEALTH OF THE REPUBLIC OF BOTSWANA.

Given in _____ the ____ days of _____ year _____.

_____ _____

CUBA BOTSWANA

This MoU will come into effect on the date of signature by the last Participant and will remain valid for a period of five (5) years.

PARAGRAPH 13
RENEWAL

This MoU may be renewed for a further period as may be jointly decided by the Participants.

IN WITNESS WHEREOF, the undersigned, being the duly nominated and authorised representatives of the Participants have signed this MoU.

SIGNED at Gaborone **on this** 30 **day of** August **2012**

In duplicate in the English language, both texts being equally authentic.

For the Ministry of Health of the Republic of Cuba

For the Government of the Republic of Botswana

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