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REPUBLIC OF BOTSWANA

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA
(herein represented by the Ministry of Health and Wellness)

AND

THE GOVERNMENT OF THE REPUBLIC OF CUBA
(herein represented by the Ministry of Public Health)

FOR THE PROVISION OF SPECIALISED HEALTH PROFESSIONALS

REPUBLIC OF BOTSWANA

PREAMBLE

WHEREAS the Government of the Republic of Botswana has an acute shortage of specialised health professionals;

AND WHEREAS the Government of the Republic of Cuba has agreed to render such specialised health professional services to the Government of the Republic of Botswana;

AND WHEREAS the Government of the Republic of Cuba and the Government of the Republic of Botswana (hereinafter jointly referred to as "Parties" and in the singular as "Party") had entered into a Memorandum of Understanding for the provision of Specialised Medical Services signed on 30th August 2012;

AND WHEREAS such Memorandum of Understanding (MoU) was extended on various occasions up to 30th November 2019;

AND WHEREAS the Parties have agreed to enter into a Memorandum of Agreement for the Provision of Specialised Health Professionals;

AND WHEREAS the Parties have agreed that such Memorandum of Agreement shall replace the said MoU;

NOW THEREFORE the Parties agree as follows:

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ARTICLE 1
DEFINITIONS

In this Agreement, the following words and expressions shall, except where otherwise stated or inconsistent with the context in which they appear, bear the following meaning and cognate expressions shall bear corresponding meanings:

Agreement	means the present agreement and its appendices, together with all amendments thereto as agreed to between the Parties from time to time;
Appendix (ces)	means any document, approved by the Parties, which is, from time to time, incorporated into this Agreement in the form of appendices. These documents may be amended in writing, from time to time, by mutual agreement between the Parties;
Agreement sum	means the total amount of money to be paid by the Government of the Republic of Botswana to the Government of the Republic of Cuba for the provision of specialised health professionals;
Days	means Mondays to Fridays inclusive in each week, except Saturday and Sunday or public holidays, unless stated otherwise;
Personnel	means specialised health professionals to be provided by the Government of the Republic of Cuba under this Agreement; and
Signature Date	means the date of signature of this Agreement by the party last to sign.

ARTICLE 2
THE OBJECTIVE OF THE AGREEMENT

The objective of this Agreement is to establish terms and conditions under which Cuba shall provide medical and health services through Cuban Professionals and technicians in different specialties agreed between the Parties, as described in Appendix A and in return Botswana shall pay fees for the services received.

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ARTICLE 3
SCOPE OF SERVICES

The Government of the Republic of Cuba shall provide the Government of the Republic of Botswana with specialised health professionals in the speciality areas detailed in Appendix A.

ARTICLE 4
OBLIGATIONS OF THE PARTIES

4.1 **The Government of the Republic of Botswana**

The Government of the Republic of Botswana shall:

a) within fifteen (15) days from signature, formally request from the Government of the Republic of Cuba for the provision of specialised health professionals in accordance with Appendix A;
b) inform the Government of the Republic of Cuba, fifteen (15) Days before the interviews, of the composition of the delegation that shall be tasked with the responsibility of interviewing the Personnel as well as the interview method or process to be utilised;

c) select the Personnel from the Government of the Republic of Cuba pursuant to Appendix A;

d) facilitate the process of acquiring work and residence permits in the Republic of Botswana for the selected Personnel;

e) in the case of additional requests for Personnel or modifications to the list of specialties and / or number of professionals agreed upon, provide the Government of Cuba with its requirements in relation to such Personnel, one (1) month before the agreed date of the interviews;

f) incur the costs associated with economy class air travel from Cuba to Botswana at the beginning of the mission, and from Botswana to Cuba, at end of the mission;

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g) ensure that each health professional shall be entitled to one (1) return air ticket of economy class between the Republic of Botswana and the Republic of Cuba by the most direct route, for every annual vacation at the end of twelve (12) months. The Government of the Republic of Botswana shall pay for the above mentioned tickets;

h) in the event of the death of any health professional, assume the costs of transporting the body and any such other costs associated therewith;

i) conduct the orientation of the Personnel into the Botswana public service system;

j) provide orientation of the Personnel on the laws, customs, and traditions of the Republic of Botswana;

k) provide the Personnel with accommodation pursuant to Appendix C, with input of the Cuban Coordinator on sharing arrangements;

l) provide for the placement of the Personnel in accordance with the specifications of the work and the specialisation of the Personnel in consultation with the Cuban Coordinator;

m) place personnel in any of the following health facilities and notify Cuba; it being recorded that the Republic of Botswana may change the list of facilities on ten (10) Days' notice:

Referral Hospitals

i. Princess Marina Hospital in Gaborone
ii. Nyangabgwe Referral Hospital in Francistown
iii. Sbrana Psychiatric Hospital in Lobatse.

District Hospitals

i. Letsholathebe II Memorial Hospital in Maun
ii. Sekgoma Memorial Hospital in Serowe
iii. Selibe Phikwe Government Hospital in Selibe Phikwe
iv. Mahalapye District Hospital in Mahalapye
v. Deborah Retief Memorial Hospital in Mochudi

vi. Scottish Livingstone Hospital in Molepolole
vii. Athlone Hospital in Lobatse

n) provide an enabling environment necessary for the adequate provision of the agreed services such as medical equipment and supplies, among others;

o) ensure that the Personnel have access to health care services in the Botswana public health facilities;

p) facilitate internal transportation upon arrival and during their term solely for official purposes in Botswana and departure therefrom;

q) pay fees to the Government of the Republic of Cuba for the services rendered pursuant to the terms of this Agreement; and

r) have the right to require the Government of the Republic of Cuba to replace any of the Personnel, if the Government of the Republic of Botswana feels the Personnel concerned are not carrying out their duties in a manner that is in the best interests of the Government of the Republic of Botswana. No additional remuneration shall be made to the Government of the Republic of Cuba for replacing such Personnel

s) upon end of mission, be responsible for the land and sea transportation of not more than three (3) cubic metres of luggage for each of the Personnel.

4.2. The Government of the Republic of Cuba

The Government of the Republic of Cuba shall:

a) formally respond to the request for the Personnel within thirty (30) days of receipt of the request;

b) provide a pool of specialised health professionals from which the Republic of Botswana shall select;

c) facilitate the selection of the Personnel by the Republic of Botswana delegation in accordance with Appendix A;

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d) recruit the Personnel selected by the Government of Botswana;

e) ensure that the Employment Act of Botswana shall apply to the employment contracts of the Personnel;

f) ensure that the Personnel comply with the laws of the Republic of Botswana;

g) ensure that the provision of specialised services by each health professional in Botswana shall be for a period of two (2) years, effective from the date of assumption of duty;

h) ensure that the Personnel have the necessary training, experience and are proficient in the English language to enable them to provide the agreed services with the quality and professionalism required from a professional in their respective areas of specialisation;

i) provide the Republic of Botswana with the required documentation of the Personnel for registration with the relevant professional bodies, listed in Appendix D;

j) ensure that the Personnel are registered in so far as is applicable, with the professional bodies of the Republic of Cuba and of the Republic of Botswana;

k) appoint a coordinator who shall coordinate the execution of this Agreement with the Government of Botswana;

l) ensure that the Professional become familiar with and respect the laws, customs, and traditions of the Republic of Botswana;

m) ensure that the Personnel provide the agreed services in accordance with the Laws of the Republic of Botswana and professional standards as set by their professional organisations;

n) provide monthly reports on the performance against this Agreement to the Republic of Botswana in accordance with the template at Appendix E;

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o) in the event of the termination of service by effluxion of time or any other cause, guarantee the replacement of such health professional within a period not more than sixty (60) days from the date of such termination, to ensure continuity in the provision of services;

p) in the event that a health professional is deemed undesirable to continue working in Botswana by the Republic of Botswana, recall the health professional and assume any costs associated therewith, as well as all the costs of repatriation back to the Republic of Cuba;

q) repatriate, at its own cost, any of the Personnel if their presence in the Republic of Botswana is contrary to the public interest or national security of the Republic of Botswana;

r) in the event that the Botswana Party considers that the Cuban Professional does not meet the requirements to keep providing the services, it shall notify the Medical Brigade Coordinator the Cuban Party which shall assume the costs of transfer to the to the Republic of Cuba;

s) ensure that:

i. Personnel exercise all reasonable skill, care and diligence in the discharge of their duties under this Agreement, and shall carry out all the responsibilities in accordance with both Government and international professional standards;

ii. at all times, Personnel comply with the laws and customs of the Republic of Botswana;

iii. Personnel does not engage, either directly or indirectly, during the term of this Agreement, in any business or professional activities in the Republic of Botswana which would conflict with the activities assigned to it under this Agreement.



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ARTICLE 5
EFFECTIVENESS AND DURATION

5.1 This Agreement shall become effective on the date of signature by the last Party.

5.2 This Agreement shall remain effective for a period of two (2) years and may be renewed for a subsequent two (2) year period, unless terminated earlier by either Party in accordance with its terms.

ARTICLE 6
TERMINATION

6.1 Either Party may terminate this Agreement by giving the other three (3) months written notice. Such termination shall become effective three (3) months after the receipt of the said notice.

6.2 Termination of this Agreement shall be without prejudice to any valid, existing obligations, such as projects assumed or commenced hereunder. Such projects shall not be affected thereby and shall be carried to their completion or the end of this Agreement, whichever is earlier, as if this Agreement is still in existence, unless the Parties agree otherwise.

ARTICLE 7
AMENDMENTS AND REVIEW

7.1 This Agreement may be amended by mutual written agreement between the Parties.

7.2 The amendment shall become effective on a date mutually agreed by the Parties.

7.3 The Parties shall review and evaluate compliance with the provisions of this Agreement annually, on the anniversary of the date of commencement of the Agreement.

7.4 Additional assessments may be carried out at intervals mutually agreed to by the Parties.

7.5 Any remedial action necessary to comply with this Agreement shall be carried out within period of thirty (30) Days.

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ARTICLE 8
CONFIDENTIALITY

8.1 The Parties shall keep confidential any information in their possession received from the other Party in the course of implementation of this Agreement. Such information shall not be disclosed by the receiving Party without the prior written approval of the disclosing Party.

8.2 The confidentiality undertaking in this Article shall not apply:

a) to information which is in the public domain; or

b) if a Party is required to disclose such information to satisfy any order of a competent court; or

c) if a Party is required to disclose the information under any law or regulation applicable from time to time; or

d) if the information is reasonably required for a Party to enforce its rights under this Agreement; or

e) if the Party is reasonably required to comply with its international obligations.

8.3 The obligations set out in this Article shall survive the completion, expiration or termination of this Agreement.

ARTICLE 9
DISPUTE SETTLEMENT

The Parties shall settle any dispute arising out of the interpretation, application or implementation of the provisions of this Agreement amicably through consultation or negotiations between them through diplomatic channels.

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ARTICLE 10
FEES AND PAYMENT TERMS

10.1 The Government of Republic of Botswana shall pay the Government of the Republic of Cuba the sum not exceeding **Euro Four million, One hundred and Seventy Four Thousand and Eight Hundred (€ 4,174,800.00**) per annum inclusive of withholding tax for the provision of services.

10.2 The Government of the Republic of Cuba shall issue an invoice for this purpose, in arrears, on a monthly basis and indicate the amount to be paid. Payment to the Personnel shall be the responsibility of the Government of the Republic of Cuba.

10.3 Payment to the Government of the Republic of Cuba shall be made by bank transfer, within thirty (30) Days of receipt of invoice, to the following bank account;

For Payment to the Government of the Republic of Cuba:

Beneficiary:	CSMC. S.A.
Account number:	0300000004292620
Name of the Bank:	Banco Financiero Internacional, S.A. Havana
Swift code:	BFICCUHH
Bank Address:	5th. Avenida No. 9009, corner of 92 Miramar Street, Playa, Havana, Cuba

ARTICLE 11
TAXATION

The Government of the Republic of Botswana shall be entitled to deduct and withhold from any payment due to the Government of the Republic of Cuba any money due as tax in accordance with the laws of the Republic of Botswana in relation to tax, as may be in force from time to time.

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ARTICLE 12
COMPLIANCE WITH NATIONAL AND INTERNATIONAL LAW

12.1 Cuba shall cause the Personnel to undertake to comply with the laws of the Republic of Botswana.

12.2 Nothing in the present Agreement shall:

a) affect the Parties' obligations under their national laws and regulations;

b) restrict any bilateral activities or agreements between the Parties; and

c) affect the Parties' obligations under the existing international treaties or obligations arising from regional or international organisations of which they are members.

ARTICLE 13
GOVERNMENT PROPERTY

13.1 All property belonging to the Government of the Republic of Botswana, including but not limited to equipment, facilities, fixtures, drawings, patterns, models, jigs, research writings or other information furnished to the Personnel for use in the performance of this Agreement shall at all times remain the property of the Government and shall not be re-allocated to any other work without the prior written consent of the Government of the Republic of Botswana.

13.2 Upon completion, expiration or termination of this Agreement, or at such other times as the Government of the Republic of Botswana may direct, the Personnel shall return all such property.

13.3 All reports, maps, drawings, notes, calculations, imagery, specifications, statistics and other technical data compiled or prepared by the Personnel in performing the services under this Agreement shall become the property of the Government of the Republic of Botswana.

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13.4 Upon completion, expiration or termination of this Agreement, or at such other times as the Government of the Republic of Botswana may direct, vehicles and equipment acquired through Government's funds and belonging to the Government must be returned in a reasonably serviceable condition.

ARTICLE 14
GENERAL

14.1 This Agreement, including all Appendices and other documents attached hereto and referred to herein, constitute the entire, integrated understanding and agreement between the Parties and supersedes any oral or prior written agreement with respect to the subject matter of this Agreement.

14.2 This Agreement shall be construed and interpreted in accordance with the laws of the Republic of Botswana.

14.2 No representations, terms, conditions or warranties in respect of the matters dealt with in this Agreement not contained in this Agreement shall be binding on the Parties.

14.3 The headings and numbers used in this Agreement and its Appendices are, for convenience only and shall not be construed or interpreted as having a bearing on the contents, or context or meaning, of its provisions.

14.4 The following documents attached hereto shall be deemed to form, and be read and construed as an integral part of this Agreement namely:

a) **Appendix A**: Composition and Characteristics of the Services;

b) **Appendix B**: Payment of the agreed medical services;

c) **Appendix C**: Accommodation Criteria; and

d) **Appendix D:** List of Requirements for Registration to the Professional Bodies.

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ARTICLE 15
COMPETENT AUTHORITIES

15.1 The implementation of this Agreement shall be coordinated by the competent authorities of the Parties below stated which shall be the focal points, it being recorded that each Party is entitled to change its competent authority in terms of this Article, by giving fourteen (14) Days' notice:

a) FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

Permanent Secretary
Ministry of Health and Wellness
Government Enclave
Plot No. 54609
Amos Street
Private Bag 0038
Gaborone, Botswana
Tel: +267 363 2534

b) FOR THE GOVERNMENT OF THE REPUBLIC OF CUBA

Ministry of Public Health of Cuba
Plot 5504
Kolobe Road, Partial
Extension 17
P. O. Box 40261
Gaborone, Botswana
Tel: +267 391 1485

15.2 The Parties shall communicate with each other directly under this Agreement through the nominated competent authorities.

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ARTICLE 16
SERVICE OF NOTICES

16.1 The Parties shall accept service of all documents, notices and processes in terms hereof at their *domicilium citandi et executandi* stipulated as the physical address in Article 15 of this Agreement.

16.2 Any notice or communication sent by either Party to the other shall be deemed to be received on the seventh (7th) day after the date of posting by registered post or on the date of delivery in the case of delivery by hand.

16.3 Either Party shall be entitled to change the address specified by it in terms of this Agreement to any other address (not being a post office box or *post restante*) on not less than fourteen (14) days prior written notice to the other Party.

16.4 It is specifically agreed that e-mail communications shall not be used for the service of notices.

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IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement in duplicate in the English Language and Spanish, both texts being equally authentic.

THUS DONE AND EXECUTED IN GABORONE

On this 8th day of MAY 2020.

FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

Dr Lemogang Kwape

....

NAME **SIGNATURE**

Minister of Health & Wellness

being duly authorised in their capacity as .....

THUS DONE AND EXECUTED IN Gaborone

On this 8th day of May 2020.

FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF CUBA

Patricia L. Pego Guerra

....

NAME **SIGNATURE**

Ambassador of the Republic of Cuba to Botswana

being duly authorised in their capacity as .....

REPUBLIC OF BOTSWANA

APPENDIX A

COMPOSITION AND CHARACTERISTICS OF THE SERVICES TO BE PROVIDED

The team of Cuban health professionals shall be composed of the following **specialties** with the opportunity to increase the number and specialty areas but not exceeding 102 when necessary:

1. Coordinator
2. Anaesthesia
3. General Surgery
4. Plastic Surgery
5. Ophthalmology
6. Maxillofacial
7. Nephrology
8. Neonatology
9. Neurosurgery
10. ENT
11. Radiology
12. Emergency and Intensive Care
13. Pathology Anatomy
14. Dermatology
15. Obstetrics & Gynaecology
16. Endocrinology
17. Neurology
18. Psychiatry
19. Urology
20. Internal Medicine
21. Paediatrics
22. Physical therapy and Rehabilitation
23. Pharmacy
24. Immunology
25. Microbiology
26. Orthopaedics
27. Biomedical
28. Cardiology
29. Oncology
30. Gastroenterology
31. Epidemiology
32. Orthodontics

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APPENDIX B

PAYMENT FOR THE AGREED MEDICAL SERVICES

The amount to be paid by the Republic of Botswana to the Republic of Cuba is based on the provision of services rendered as follows (subject to exchange rate);

CATEGORY	**No.**	**Payment per services rendered**		
		Per health professional	**Monthly total**	**Annual fee**
1. **Specialists Physicians** including Coordinator	89	**EURO 3,500.00**	**EURO 311,500.00**	**EURO 3, 738, 000.00**
2. **Allied** (Pharmacists, Physiotherapists, Bio Medical Engineers) and MINSAP Representative	13	**EURO 2,800,00**	**EURO 36, 400.00**	**EURO 436, 800.00**
Total	102		**EURO 347, 900.00**	**EURO 4, 174, 800.00**

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APPENDIX C

ACCOMMODATION CRITERIA

1. The Government of the Republic of Botswana shall provide Personnel with housing and basic furniture for two (2) or three (3) persons per household as determined by the hospital administration that comply with the housing standard as determined by the management of the public service.

2. All costs relating to basic amenities including water, electricity and alarm or security system shall be the responsibility of Botswana.

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APPENDIX D

LIST OF REQUIREMENTS FOR THE REGISTRATION TO THE PROFESSIONAL BODIES

1. **Botswana Health Professions Council requirements**
   a) Certified copy of passport details (non-citizens) or National Identity Card (Omang) (citizens)
   b) Four passport size photographs [there has to be an endorsement for true likeness]
   c) Certified evidence of change of name or surname [if applicable].
   d) Certified copy of certificate of qualifications
   e) Certified copy of evidence of internship(for graduates who are registering for the first time) or transcript
   f) Current curriculum vitae
   g) Application letter
   h) Application fee (P30) you pay after examination
   i) Certified copy of Current Practicing License and Registration Certificate.
   j) Original of certificate of good standing from previous registration body (not more than 6 months old)
   k) Two recent professional references (Originals in headed paper or letter head not more than 6 months.).
   l) All applicants from non-English Speaking Countries must show proof of proficiency in English (having passed IELTS test, attained an overall score of 7 or greater)

Notes:

i. You shall be called to a written test and an interview after you submit your application letter and all the relevant details.

ii. All documents must be in English.

iii. The Cuban Health Professionals may prove their proficiency of English by other means as may be required by the Government of the Republic of Botswana.

Every document must be certified by Commissioner of Oath

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2. Nursing and Midwifery Council of Botswana

a) Certified copy of passport details (non-citizens) or Omang (citizens)
b) Two passport size photographs [there has to be an endorsement for true likeness]
c) Certified evidence of change of name or surname [if applicable].
d) Certified copy of certificate of qualifications
e) Transcripts of training sent directly to NMCB by the Principal of the Nursing School or by his/her representative
f) Certified copy of Nursing /Midwife Speciality certificate
g) Certified copy of initial registration certificates for your Nursing Council
h) Certified copy of current Practicing Certificate for your Nursing Council
i) Verification of registration from your Nursing Council;
    i. Signed by appropriate authority
    ii. Have seal, date stamp and signature appropriate authority.
    iii. Sent directly to NMCB by appropriate authority
    iv. Be authentic and verified by your nursing council
j) Current curriculum vitae
k) Application letter
l) Two recent professional references (sealed and stamped) from supervisor sent directly to NMCB
m) Two years minimum experience post qualification

Notes:

i. All documents sent must be in English
ii. Original certificates and other documents shall be required once the Council has approved the application.
iii. A non-refundable fee shall be required with the application.

Every document must be certified by a Commissioner of Oath.

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APPENDIX E

REPORTING TEMPLATE

Instructions:

Choose four to six objectives which are related to your area of speciality and the drive the MoHW Mandate. The Objectives, activities and targets shall be drawn with consultation with the Health Professional's direct supervisor at the health facility.

Objectives	Measure/ Key Performance Indicator	Planned Activities	Baseline	Target	Actual Results	Comments by Supervisor

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