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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

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 professionals 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 referred to as **"Parties"** and/or **"Party"**) had entered into a Memorandum of Agreement for the provision of Specialised Medical Services signed on 8th May 2020;

AND WHEREAS the parties have agreed to continue with their collaboration for the provision of specialised health professionals.

NOW THEREFORE the Parties agree as follows:

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ARTICLE 1
DEFINITIONS

In this Memorandum of 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:

Memorandum of Agreement	means the present Memorandum of 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 Memorandum of Agreement in the form of appendices. These documents may be modified in writing, from time to time, by mutual Memorandum of Agreement between the Parties;
Memorandum of 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 Memorandum of Agreement; and
Signature Date	means the date of signature of this Memorandum of Agreement by the party last to sign.

ARTICLE 2
THE OBJECTIVE OF THE MEMORANDUM OF AGREEMENT

The objective of this Memorandum of Agreement is to establish the modalities of the specialized health professional services that the Government of the Republic of Cuba shall guarantee to the Government of the Republic of Botswana, and the price that the latter shall pay to the former, for the provision of such services.

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 of this Memorandum of Agreement.

ARTICLE 4
OBLIGATIONS OF THE PARTIES

4.1 **The Government of the Republic of Botswana undertakes to:**

a) Formally request every two years from the Government of the Republic of Cuba for the provision of specialised health professionals in accordance with Appendix A of this Memorandum of Memorandum of Agreement;

b) Inform the Government of the Republic of Cuba, thirty (30) days prior to the interviews, the composition of the delegation that shall be assigned the responsibility of interviewing such personnel in Cuba;

c) Recruit and select the Personnel from the Government of the Republic of Cuba that shall provide the requested health services as provided in 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, six (6) months before the agreed date of the interviews;

f) Bear 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;

g) Bear the costs related to the repatriation of the corpse in the event of death of the professional and the professional accompanying the corpse;

h) Ensure that each health professional is entitled to thirty (30) days of annual vacation in the Republic of Cuba that shall be paid. The costs associated with travel expenses for vacation shall be the responsibility of the Cuban Government;

i) Conduct the orientation of the Personnel to the public service system, laws, customs and traditions of the Republic of Botswana;

j) Provide the Personnel with accommodation pursuant to Appendix C;

k) Provide for the placement of the Personnel in accordance with the specifications of the work and the specialization of the Personnel, after consultation with the Cuban Medical Coordinator. In every case shall be located at least two professionals in a district or hospital;

l) Place the Personnel in any of the health facilities listed below and notify the Cuban Medical Coordinator. The Republic of Botswana may change the list of facilities with thirty (30) 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

District Health Management Teams

i. Ghanzi District Health Management Team
ii. Greater Gaborone District Health Management Team
iii. Tutume District Health Management Team
iv. Greater Francistown District Health Management Team

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

n) Ensure that the Personnel have free access to basic health care and dental services on urgencies and emergencies in Botswana's public health facilities. For major medical conditions, the personnel shall be stabilized before being sent to Cuba;

o) Provide internal transportation to the Staff upon arrival, during their stay and departure from the Republic of Botswana, but only on official missions or activities, which do not include daily transportation to and from work. Exceptions shall be made only for staff members' on-call. In cases where the professional is required to travel long distance to provide services, the Government of the Republic of Botswana shall bear the cost of transportation;

p) The Government of the Republic of Botswana shall have the right to request the Government of the Republic of Cuba to replace any member of the Personnel, if it considers that he/she is not performing his/her duties in accordance with its requirements and has committed an act of indiscipline. Costs for international transportation for such personnel shall be borne by The Government of the Republic of Cuba;

q) Pay to the Government of the Republic of Cuba, the fees for services provided, in accordance with the terms of this Memorandum of Memorandum of Agreement;

r) Ensure that all Health professional carry out their professional duties in accordance with this Memorandum of Memorandum of Agreement in the Republic of Botswana;

s) The Cuban health professionals shall not be placed in conflict areas;

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t) At the end of the mission, be responsible for the transportation by land/sea of not more than three (3) cubic meters of luggage for each Personnel.

4.2. The Government of the Republic of Cuba undertakes to:

a) Ensure that the selected Cuban health professionals have voluntarily expressed their intention to participate for the accomplishment of this Memorandum of Agreement.

b) Formally respond to the request for the Personnel within thirty (30) Days of receipt of the request;

c) Provide a pool of specialised health professionals from which the Republic of Botswana shall select;

d) Facilitate the selection of the Personnel by the Republic of Botswana delegation in accordance with Appendix A;

e) Ensure that the provision of specialised services by each Personnel in Botswana shall be for a period of two (2) years, effective from the date of assumption of duty; that could be extended for maximum two years.

f) 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;

g) Provide the Republic of Botswana with the required documentation of the Personnel for registration with the relevant professional bodies, listed in Appendix D.

h) 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;

i) Appoint a coordinator who shall coordinate the execution of this Memorandum of Agreement with the Government of Botswana;

j) Cover all the necessary costs required for the annual registration to professional bodies, including residence and work permits.

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k) Ensure that the Professionals become familiar with and respect the laws, customs, and traditions of the Republic of Botswana;

l) 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;

m) Provide monthly reports on the performance of this Memorandum of Agreement to the Republic of Botswana;

n) In the event of the termination of service by effluxion of time or any other cause, guarantee the replacement of such Personnel within a period not more than ninety (90) days from the date of notification, to ensure the continuity in the provision of services;

o) Cover, as of the effective date of this Memorandum of Agreement, all expenses associated with the return trip to Cuba of all health personnel who terminate their service prior to the date of termination of services agreed upon by the Parties, except in the event of death or illness that will not allow the professional to provide services in the Republic of Botswana.

p) Assume to round trip air ticket for vacations of the Cuban health professional.

q) Return, at its own expense, any of the Personnel if their presence in the Republic of Botswana is contrary to the public interest of the Republic of Botswana;

r) Ensure that the Personnel, at all times:

i. Act with all reasonable skill, care and diligence in the performance of their duties under this Memorandum of Memorandum of Agreement, and shall carry out all responsibilities in accordance with professional standards, both governmental and international;

ii. Act as faithful advisor to the Government of Botswana, in relation to all professional matters and, to the extent that any of his duties are discretionary, shall act fairly as between the Government and third parties;

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iii. Shall not engage, directly or indirectly, during the term of this Memorandum of Memorandum of Agreement, in any business or professional activity in the Republic of Botswana, which conflicts with the activities assigned to him/her under this Memorandum of Memorandum of Agreement.

ARTICLE 5
EFFECTIVENESS AND DURATION

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

5.2 This Memorandum of Agreement shall remain effective for a period of five (5) years and may be renewed for subsequent five (5) year periods, unless terminated earlier by either Party in accordance with its terms.

ARTICLE 6
TERMINATION

6.1 Either Party may terminate this Memorandum of Agreement by giving notice to the other in writing six (6) months prior to the date on which it intends to terminate this Memorandum of Agreement. Such termination shall be effective six (6) months after receipt of such notice.

6.2 The termination of this Memorandum of Agreement shall be without prejudice to any valid and existing obligations, such as projects undertaken or initiated hereunder, which shall be carried out until their completion, unless otherwise agreed by the Parties.

ARTICLE 7
AMENDMENTS AND REVIEW

7.1 This Memorandum of 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 Memorandum of Agreement annually, on the anniversary of its commencement. Additional assessments may be carried out at intervals mutually agreed to by the Parties.

7.4 Any remedial action necessary to comply with this Memorandum of Agreement shall be carried out within a period of thirty (30) days.

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 Memorandum of 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 Memorandum of 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 Memorandum of Agreement.

ARTICLE 9
DISPUTE SETTLEMENT

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

END

REPUBLIC OF BOTSWANA

ARTICLE 10
FEES AND PAYMENT TERMS

10.1 The Government of Republic of Botswana shall pay the Government of Republic of Cuba the sum not exceeding **Euro Two million, Four Hundred and Sixty-Nine Thousand and Six Hundred (€2, 469, 600.00)** per annum inclusive of withholding tax for the provision of services.

10.2 The Government of the Republic of Cuba shall issue a monthly invoice for this purpose, in arrears, indicating the amount to be paid to the Cuban health professionals in Botswana and the amount to be transferred to the Republic of Cuba. The payment to the Cuban health professionals shall be the responsibility of the Government of the Republic of Cuba. Payment for the health professionals shall be made to the following account;

Beneficiary:	CUBAN MEDICAL TEAM IN BOTSWANA
Account number:	63074218281 – EUR
Name of Bank:	First National Bank of Botswana
Branch:	Corporate Branch
City:	Gaborone
Code:	28-22-67
Swift Code:	FIRNBWGX

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

Beneficiary:	CSMC. S.A.
Account number:	0300000005654612
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

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ARTICLE 11
TAXATION

11.1 The Government of the Republic of Botswana shall have the right to deduct and withhold from any payment due to the Government of the Republic of Cuba any money due in respect of taxes in accordance with the tax laws in force in the Republic of Botswana.

ARTICLE 12
COMPLIANCE WITH NATIONAL AND INTERNATIONAL LAW

12.1 The Parties shall ensure that the Personnel comply with the laws of the Republic of Botswana.

12.2 Nothing in the present Memorandum of Agreement shall:

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

b) restrict any bilateral activities or Memorandum of 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 OF THE REPUBLIC OF BOTSWANA 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 Memorandum of 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 Memorandum of Agreement, or at such other times as the Government of the Republic of Botswana may direct, the Personnel shall return all such property.

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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 Memorandum of Agreement shall become the property of the Government of the Republic of Botswana.

13.4 Upon completion, expiration or termination of this Memorandum of 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 Memorandum of Agreement, including all Appendices and other documents attached hereto and referred to herein, constitute the entire, integrated understanding and Memorandum of Agreement between the Parties and supersedes any oral or prior written Memorandum of Agreement with respect to the subject matter of this Memorandum of Agreement.

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

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

14.4 The headings and numbers used in this Memorandum of 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.

14.5 The following documents attached hereto shall be deemed to form, and be read and construed as an integral part of this Memorandum of 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.

REPUBLIC OF BOTSWANA

ARTICLE 15
COMPETENT AUTHORITIES

15.1 The application of this Memorandum of Agreement shall be coordinated by the competent authorities of the Parties, indicated below, which shall be the coordinating centres, it being understood that each Party is entitled to change its competent authority under this Article, by giving prior notice to the other Party, in a term not less than fourteen (14) days immediately prior to the implementation of such substitution

a) **FOR THE GOVERNMENT OF THE REPUBLIC OF CUBA**
Ministry of Public Health of Cuba
Minister of Public Health
Official Office
Calle 23, No. 258, corner of N. Vedado, Plaza de la Revolución, Havana. Cuba

b) **FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA**
Permanent Secretary
Ministry of Health
Government Enclave
Plot No. 54609
Amos Street
Private Bag 0038
Gaborone, Botswana
Tel: +267 363 2534
Fax: +267 3927043

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

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 its legal address in Article 15 of this legal instrument.

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, or where such notice is transmitted by way of facsimile on the record date of the transmission of such facsimile provided such facsimile must be promptly confirmed by letter.

16.3 Either Party shall be entitled to change the address specified by it in terms of this Memorandum of 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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REPUBLIC OF BOTSWANA

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

THUS DONE AND EXECUTED IN GABORONE, BOTSWANA this 22nd day of AUGUST 2024.

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

DR EDWIN GADZEKWANI
NAME

SIGNATURE

being duly authorised in this capacity as; MINISTER OF HEALTH

THUS DONE AND EXECUTED IN GABORONE, BOTSWANA this 22 day of August 2024.

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

Orlando Abreu
NAME

SIGNATURE

being duly authorised in this capacity as; Ambassador

REPUBLIC OF BOTSWANA

APPENDIX A

COMPOSITION AND CHARACTERISTICS OF THE SERVICES TO BE PROVIDED

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

1. Coordinator
2. Anaesthesia
3. General Surgery
4. Paediatric 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. Pharmacy
21. Immunology
22. Microbiology
23. Biomedical
24. Cardiology
25. Oncology
26. Gastroenterology
27. Orthodontics

REPUBLIC OF BOTSWANA

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 Personnel	Monthly total	Annual fee
1. **Specialists Physicians** including Coordinator		**EURO 3,500.00**		
2. **Allied** (Pharmacists, Bio Medical Engineers)		**EURO 2,800,00**		
Total				

GB.
£.40

REPUBLIC OF BOTSWANA

APPENDIX C

ACCOMMODATION CRITERIA

1. The Government of the Republic of Botswana shall provide Personnel with housing and basic furniture that shall remain as property of the Botswana Government (bed, wardrobe, cooking stove, fridge, couch and/dining table, study table) 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. Botswana Government shall bear costs of security or alarm system, and of not more than P1,000.00 per month per household for basic amenities (electricity P500.00 and water P500.00). Any excess costs shall be the responsibility of each individual.

REPUBLIC OF BOTSWANA

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.).

   Notes:

   i. You will 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

Every document must be certified by Commissioner of Oath

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

f) Bear 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;

g) Bear the costs related to the repatriation of the corpse in the event of death of the professional and the professional accompanying the corpse;

h) Ensure that each health professional is entitled to thirty (30) days of annual vacation in the Republic of Cuba that shall be paid. The costs associated with travel expenses for vacation shall be the responsibility of the Cuban Government;

i) Conduct the orientation of the Personnel to the public service system, laws, customs and traditions of the Republic of Botswana;

j) Provide the Personnel with accommodation pursuant to Appendix C;

k) Provide for the placement of the Personnel in accordance with the specifications of the work and the specialization of the Personnel, after consultation with the Cuban Medical Coordinator. In every case shall be located at least two professionals in a district or hospital;

l) Place the Personnel in any of the health facilities listed below and notify the Cuban Medical Coordinator. The Republic of Botswana may change the list of facilities with thirty (30) days' notice:

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i. Princess Marina Hospital in Gaborone
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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

REPUBLIC OF BOTSWANA

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 will be required with the application.

Every document must be certified by a Commissioner of Oath.