

**MEMORANDUM OF AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE
PHILIPPINES AND THE GOVERNMENT OF THE KINGDOM OF
BAHRAIN ON HEALTH SERVICES COOPERATION¹**

The Government of the Republic of the Philippines and the Government of the Kingdom of Bahrain, hereinafter referred to as the Contracting Parties;

Within the framework of mutual relations existing between the Republic of the Philippines and the Kingdom of Bahrain;

Based on the strong ties between the two countries;

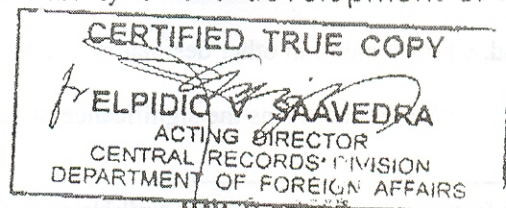
Recognizing and supporting the role of health services in strengthening the affinity and understanding between the people of the two countries;

Wishing to continue and develop further their bilateral cooperation the field of health services;

Have reached the following understandings:

I. General Objectives:

- A. Provide an ethical framework that will guide the recruitment policies and procedures of the contracting parties.²
- B. Create alliances³ between the Philippines and Bahrain's recognized healthcare and educational institutions to produce sustainable international education, training, and professional/technical development programs that will increase the supply and improve the quality of competent human resources for health.⁴
- C. Provide reintegration for the human resources for health who shall return to their home country.
- D. Develop mechanisms for sustainability of the development of human resources for health.



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¹ Also includes wellness.

² To be discussed further to define ethical recruitment policies and come up with specific programs/guidelines for implementation. May be done through a Supplementary Agreement.

³ A general term which covers all mutually beneficial bilateral arrangements between the parties

- E. Promote the development of health-related research institutions.

II. Specific Objectives:

A. Exchange of Human Resources for Health

1. Recruitment

Recruitment should be in accordance with the national health and development policies and legal and regulatory framework of the contracting parties.⁵

Candidates for recruitment should be provided with an internationally accepted contract⁶ that conforms to the national policies of both contracting parties with details on the specific position, job description, and other terms and conditions. They should also receive information about their local community, including access to public services, established social networks, available cultural support.

The contracting parties shall develop mechanism to promote the ethical framework under this agreement that takes into consideration the socio-economic impact of migration of the human resources for health.

2. Rights of Workers

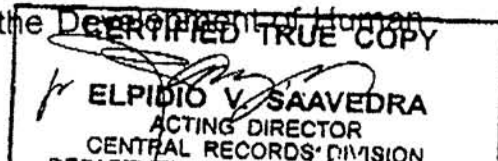
Human resources for health shall be provided equal employment opportunity in terms of pay and other employment conditions; access to training, education and other career development opportunities and resources; the right to due process in cases of violation of the employment contract.

Human resources for health recruited from the Philippines shall enjoy the same rights and responsibilities as provided for by relevant ILO conventions.

3. Capacity Building

As part of their contracts, human resources for health shall be provided opportunities to develop their qualifications, training, education and expertise.

4. Mechanisms for Sustainability of the Development of Human Resources for Health



To sustain the mutual development of the human resources for health, Contracting Parties shall support initiatives promoting human resource development such as upgrading health facilities, strengthening training institutions, facilitating transfer of technology and skills, development assistance including re-integration program.⁷

5. MRA on Human Resources for Health

The Contracting Parties shall work towards the forging of mutual recognition agreement on work towards the forging of mutual recognition agreement on academic, professional and skills qualifications for the health services sector.

B. Scholarships

Scholarships under this Memorandum shall aim to develop human resources for health that can also serve as educators. The Bahraini Government shall provide graduate and post-graduate scholarship programs that may be administered by providing scholarships to Filipino human resource for health to leading Bahrain Universities. Upon completion of the program, the scholars shall be required to return to the Philippines under the administrative guidelines of the Philippine Government were they shall be required to serve in hospitals, universities and other health institutions.⁸

C. Academic Cooperation on Human Resources for Health

Exchange of students must be done in accordance with the guidelines⁹ of the contracting parties for the welfare and protection of students taking their internship in Bahrain.

Nurses and other medical workers / practitioners will be allowed to take up jobs as part of their internship requirement.¹⁰

D. Investments

The Contracting Parties shall initiate a program that will encourage joint ventures and investments in health facilities including training hospitals, research institutions, IT-enabled health services operations and other ventures and investments that may be undertaken upon.



7 Details on replenishment schemes to be included in the implementing guidelines.
8 For the Philippines, to include "Doctors in the Barrios Program".
9 Philippine medical workers should later take and pass the appropriate examinations including the Nursing Licensure Examinations (NCLEX) for medical career nurses.

E. Technology Cooperation

The Contracting Parties shall support transfer of technology, including joint research and projects and sharing of best practices in the health services sector. They shall also identify areas of excellence vis-à-vis priority areas for research and development in both countries to enable researchers to benefit from each other's expertise / specialization subject to intellectual property rights.

III. Exchange of Visits

Exchange of visits of government officials and private sector representatives will be enhanced to facilitate close coordination and implementation of this MOA.

IV. Supplementary Agreements

The Contracting Parties, through the implementing government and private institutions, shall develop supplementary agreements defining the specific provisions for each area of cooperation. Such agreements shall form an integral part of this MOA.

V. Consultation

A joint bilateral committee shall be established to set the guidelines on the implementation of this Agreement, facilitate and coordinate the conduct of joint activities, and monitor the progress of the cooperative activities.

VI. Financial Arrangements

Both parties shall discuss and agree upon the financial arrangements necessary to cover the expenses for the implementation of the cooperative activities under this Memorandum through consultation, preferably under the Joint Bilateral Committee overseeing this MOA's implementation. The sources of funds for the activities will be jointly determined by the Parties.

VII. Implementing Agencies

For the purpose of implementing this MOA, there shall be a designated National Coordinator and contact agency. The coordinator for the Republic of the Philippines will be the Office of the Secretary, Department of Health, the coordinator for the Kingdom of Bahrain will be the Ministry of Health

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ELPIDIO V. SAAVEDRA
ACTING DIRECTOR

VIII. Revision and Amendment

Either Contracting Party may request in writing, through diplomatic channels, a revision or amendments of this MOA. Any revision or amendment agreed upon by the Contracting parties shall become effective in accordance with Article X.

IX. Settlement of Disputes

Any dispute arising from the Interpretation or implementation of this MOA shall be mutually settled by the Parties through consultations and negotiations, through diplomatic channels.

X. Entry Into Force

This MOA shall enter into force on the date of the later written notification by the Contracting Parties through diplomatic channels, indicating compliance with their respective internal requirements for its entry into force. This MOA shall thereafter remain in full force and effect unless terminated by either Contracting Party by giving a written notice, through diplomatic channels, six months prior to the intended date of termination.

The termination of this MOA shall not affect any joint undertaking concluded before such termination and shall be carried out until its completion.

Signed in Manama, Kingdom of Bahrain on 04 April 2007 in two originals in the English language.

For the Government of the
Republic of the Philippines

For the Government of the
Kingdom of Bahrain

