

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MINISTRY OF HEALTH AND SOCIAL SERVICES  
OF  
THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA**

**AND**

**THE MINISTRY OF MEDICAL SERVICES OF THE  
GOVERNMENT OF THE REPUBLIC OF KENYA**

**ON**

**TECHNICAL COOPERATION**

**IN**

**HEALTH**

## PREAMBLE

*This Memorandum of Understanding (MoU) supersedes the MoU which was signed by the Ministry of Health and Social Services of the Government of the Republic of Namibia and the Ministry of Health of the Government of the Republic of Kenya on Technical Cooperation in Health on the 12<sup>th</sup> of June 2002.*

**WHEREAS** the Government of the Republic of Namibia and the Government of the Republic of Kenya are desirous to develop and promote co-operation in the spirit of south-south cooperation;

**AND**

**WHEREAS** the Ministry of Health and Social Services of the Republic of Namibia and the Ministry of Medical Services of the Republic of Kenya (hereafter jointly referred to as “the Parties”) are desirous to further this co-operation in the area of health;

The Ministry of Health and Social Services of the Republic of Namibia (hereinafter referred to as the Receiving Party) and the Ministry of Medical Services of the Republic of Kenya (hereinafter referred to as the Sending Party)

Have agreed as follows:

## ARTICLE 1

### Definitions

For this MoU, the following terms are defined as follows:

- a) **“Regular students”** refers to Namibians students who receive same treatment as Kenyan students while attending training at Kenyan academic institutions
- b) **“Experts”** refers to medical specialists.
- c) **“Health professionals”** refers to any qualified health worker except medical specialists.

d) **“Tour of duty”** refers to the agreed duration when the services of the health professionals and experts will be required by the Receiving Party

## **ARTICLE 2**

### **Purpose**

The purpose of this MoU is to enhance co-operation between the parties in the health sector within the framework of the existing laws and regulations of the two countries.

## **ARTICLE 3**

### **Recruitment**

3.1 The two parties agree to mutual consultation on the possibility of the Sending Party rendering assistance to the Receiving Party by placing health professionals and experts at the disposal of the Receiving Party for such a period as will be mutually agreed upon between the parties.

3.2 The Receiving Party requests the Sending Party to provide health related services to the Receiving Party. The Sending Party shall endeavor to provide the health professionals and experts whenever requested.

3.3 The request shall be in the writing and shall clearly state the following information:

- The number of health professionals and experts required
- The nature of expertise required
- The required period of service
- The proposed terms of service

3.4 The health professionals and experts shall be of good standing with the necessary qualifications and experience and registered to practice their professions in the country of the Sending Party and shall be eligible for registration or authorization to practice as health professionals and experts in Namibia.

## **ARTICLE 4**

### **Applications and Requirements**

4.1 At the request of the Receiving Party, the Sending Party shall instruct the preferred applicants to complete all relevant documents including curriculum vitae and apply for registration with the Registering Authority in Namibia.

4.2 The applicant shall have appropriate qualifications, at least a minimum of 3 years experience, a certificate of good conduct and a verification certificate from relevant professional Councils/Boards. The applicant shall have proficiency in the Namibian official language. Those applicants younger than 56 years old may be advantaged.

4.3 The applicant shall receive a letter of appointment upon approval of his/her application and shall enter into contract with the employer in accordance with existing relevant laws and regulations of the Receiving country.

4.4 The contract between the staff member and the employer shall stipulate salary and wages as well as other conditions of service, duration of the contract, and termination of service. The staff member shall be subjected to the same working condition as other civil servants of the Receiving Party. The transfer of funds to the Sending Party shall be done in conformity with the existing legislation of the Receiving Party.

## **ARTICLE 5**

### **Deployment**

5.1 The Receiving Party shall utilize the services of the health professionals and experts wherever their services are required within the territory of the Receiving Party.

5.2 The Receiving Party shall utilize the services of the health professionals and experts within the scope of their training and expertise and shall provide necessary medical supplies and equipment or instruments for the execution of their duties.

5.3 The Receiving Party shall arrange work permits and obtain the necessary documents required in accordance with the immigration or other legislations pertaining to entry, employment and/or residence and authorization to practice health profession.

5.4 The Receiving Party shall protect and indemnify the health professionals and the experts against liability or litigation arising from the lawful execution of their duties.

5.5 The Receiving Party may upon consultation with the Sending Party repatriate the health professionals and experts on account of medical grounds.

## **ARTICLE 6**

### **Conditions of Service**

- 6.1 Upon assumption of duty the health professionals shall receive a copy of job description and induction (orientation).
- 6.2 In cases of injuries on duty the staff member shall receive compensation in accordance with the legislation of the Republic of Namibia.
- 6.3 In the unlikely event of death of a health professional or expert in the country of the Receiving Party, the latter shall be responsible for the transportation of the body and personal effects to the country of the Sending Party. The Receiving Party shall notify the High Commission of the Sending Party and make necessary arrangements. Where necessary, a pathologist may be sent to participate in the autopsy.

## **ARTICLE 7**

### **Attachment of Experts**

- 7.1 At the request of the Receiving Party, the Sending Party may deploy medical specialists to the Receiving Party to treat patients and train local medical doctors on terms and conditions agreed to by Parties.
- 7.2 The Receiving Party shall bear all costs thereof.

## **ARTICLE 8**

### **Training Attachments**

Upon request by the Receiving Party, the Sending Party shall accept health professionals and experts from the Receiving Party to be attached to experts from the Sending Party for purposes of the training. The Receiving Party shall bear all the costs.

## **ARTICLE 9**

## **Special Conditions**

The Receiving Party shall not enter into a separate agreement with the health professionals and experts or shall not offer them appointments in the Government Service of Namibia without prior permission of the Sending Party.

## **ARTICLE 10**

### **Student Matters**

On the request of the Receiving Party, the Sending Party shall facilitate the admission of Namibian health related students at Kenya's academic institutions to be trained as "regular students".

## **ARTICLE 11**

### **Implementation**

Detailed matters concerning the implementation of this MoU shall be agreed upon through consultations between the parties. The parties may enter into specific agreements for purposes of implementation of the MoU.

## **ARTICLE 12**

### **Dispute Resolution**

Any dispute that may arise between the parties as to the interpretation, appointment or implementation of this MoU shall be mutually resolved between the parties through the joint working group to be established. Any dispute that is not resolved shall be referred to arbitrator at the instance to the party so desiring in a manner that shall be agreed upon by the parties. The parties agree that outcome of such arbitration shall be final and binding.

## **ARTICLE 13**

### **Joint Working Group**

A joint working group shall be formed comprising of an equal number of members from each of the parties to monitor the activities carried out in the fulfillment of this MoU and to work out modalities of its implementation. The parties shall make periodic reports to the joint working group and the joint working group shall advise the parties on the same from time to time.

**ARTICLE 14**

**Entry into Force**

The MoU shall enter into force on the date of signature and shall remain valid for a period of five (5) years. The MoU shall automatically renew for a further period of five (5) years unless either party gives notice in writing of its intention to terminate at least six (6) months before the expiry of the validity period.

**IN WITNESS WHEREOF**, the undersigned, duly authorized, have signed this Memorandum of Understanding in duplicate in English language, each party hereto retaining such original.

**THUS** done at ----- on this ----- day of **APRIL 2009**

.....  
**Mr. Kahijoro S. M. Kahuure**  
**CBS**

**THE PERMANENT SECRETARY**  
For the Ministry of Health and Social  
the Republic of Namibia

.....  
**Professor James L. Ole Kiyapi,**

**THE PERMANENT SECRETARY**  
For the Ministry of Medical Services Services of  
of the Republic of Kenya