



AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE REPUBLIC OF
CUBA**

ON

**COOPERATION IN THE FIELDS OF
PUBLIC HEALTH AND MEDICAL SCIENCES**

PREAMBLE

The Government of the Republic of South Africa and the Government of the Republic of Cuba (hereinafter jointly referred to as the "Parties" and separately as a "Party");

ACKNOWLEDGING the close, friendly and cordial relations already existing between the Parties;

AWARE that mutual exchange of knowledge and ideas can strengthen the friendly relations in the fields of health and medical sciences between the Parties and the contribution to primary healthcare to South African citizens;

HEREBY AGREE as follows:

ARTICLE 1

SCOPE OF AGREEMENT

The Parties shall promote and develop cooperation in the fields of health and medical sciences by cooperating in the manner set out in this Agreement on the basis of equality and mutual benefit.

ARTICLE 2

COMPETENT AUTHORITIES

The Competent Authorities responsible for the implementation of this Agreement shall be—

- (a) in the case of the Republic of South Africa, the Department of Health; and
- (b) in the case of the Republic of Cuba, the Ministry of Public Health.

ARTICLE 3

AREAS OF COOPERATION

- (1) The Parties shall cooperate in the following areas:
 - (a) recruitment of medical doctors and lecturers from the Republic of Cuba as set out in **Annexures A-1 and A-2**;

- (b) training of South African medical students and postgraduates in the Republic of Cuba, as set out in **Annexure B**;
 - (c) exploration of possible mutual interests in the fields of biotechnology production and the development of pharmaceuticals and any other field of scientific research; and
 - (d) any other program or activity that may be mutually agreed upon between the Parties.
- (2) Annexures **A-1**, **A-2**, and **B** form an integral part of this Agreement.

ARTICLE 4

TRAVEL AND MEDICAL CARE

- (1) Unless otherwise agreed upon in writing by the Parties in any particular case, the financial arrangements for persons travelling and medical care, in connection with activities under this Agreement, shall be in accordance with the provisions of its Annexures.
- (2) Any aspect not included in the Annexure, shall be mutually agreed upon between the Parties.

ARTICLE 5

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the implementation, application or interpretation of this Agreement shall be settled amicably through consultation or negotiations between the Parties through the diplomatic channel.

ARTICLE 6

AMENDMENT TO AGREEMENT

This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

ARTICLE 7

SUBSTITUTION OF PREVIOUS AGREEMENTS

This Agreement shall substitute any Agreements previously signed between the Parties on cooperation in the field of health, including the Agreement on the Recruitment of

Medical Doctors signed on 20 November 1995, the Declaration of Intent, signed on 30 October 1996, the Agreement on the Expansion of Cooperation in the Field of Health, signed on 31 January 1997 and the Agreement on Cooperation in the Fields of Public Health and Medical Sciences, signed on 25 May 2012.

ARTICLE 8

ENTRY INTO FORCE AND TERMINATION

- (1) This Agreement shall enter into force on the date on which the Parties have notified each other in writing through the diplomatic channel of their compliance with the constitutional requirements necessary for the implementation thereof. The date of entry into force shall be the date of the last notification.
- (2) This Agreement shall remain in force for a period of five (5) years, whereafter it shall be automatically extended for further periods of five (5) years, unless terminated in accordance with sub-Article (3).
- (3) This Agreement may be terminated by either Party, giving six (6) months' written notice in advance, through the diplomatic channel, to the other Party of its intention to terminate this Agreement.
- (4) The termination of this Agreement shall not affect the completion of any project already undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English and Spanish languages, all texts being equally authentic.

DONE AT Havana ON THIS 4th DAY OF March 2019.



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF CUBA