

No. 48714

**South Africa
and
Sierra Leone**

Memorandum of Understanding between the Government of the Republic of South Africa and the Government of the Republic of Sierra Leone on technical cooperation for the funding of the Cuban Medical Brigade (with annex). Durban, 28 April 2010

Entry into force: *28 April 2010 by signature, in accordance with article 8*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *South Africa, 14 July 2011*

**Afrique du Sud
et
Sierra Leone**

Mémorandum d'accord entre le Gouvernement de la République sud-africaine et le Gouvernement de la République de Sierra Leone relatif à la coopération technique pour le financement de la Brigade médicale cubaine (avec annexe). Durban, 28 avril 2010

Entrée en vigueur : *28 avril 2010 par signature, conformément à l'article 8*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Afrique du Sud, 14 juillet 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA

AND

THE GOVERNMENT OF THE REPUBLIC OF
SIERRA LEONE

ON TECHNICAL COOPERATION FOR THE
FUNDING OF THE

CUBAN MEDICAL BRIGADE

PREAMBLE

The Government of the Republic of South Africa and the Government of the Republic of Sierra Leone (hereinafter jointly referred to as the “Parties” and separately as a “Party”);

MINDFUL of the ties of friendship and solidarity that exist between the two countries;

CONSCIOUS of the desire expressed by the two respective Heads of Government to develop cooperation in the area of health between the two countries;

DESIROUS to reinforce and consolidate the Parties ties of South-South co-operation.

HEREBY AGREE as follows:

ARTICLE 1

COMPETENT AUTHORITIES

The Competent Authorities responsible for the implementation of this Memorandum of Understanding shall be –

- (a) in the case of the Republic of South Africa, the Department of Health, or otherwise represented by the Embassy of the Republic of South Africa in the Republic of Ivory Coast; and
- (b) in the case of the Republic of Sierra Leone, the Ministry of Health and Sanitation, or otherwise represented by the High Commission of the Republic of Sierra Leone in South Africa.

ARTICLE 2
THE CUBAN MEDICAL BRIGADE

- (1) The Government of the Republic of Sierra Leone shall request the Cuban Government to avail a Brigade of medical experts designated as the "Cuban Medical Brigade".
- (2) The composition of the Cuban Medical Brigade shall be specified according to the need expressed by the Government of the Republic of Sierra Leone. While the Cuban Government will receive the relevant request from the Government of the Republic of Sierra Leone, the Government of the Republic of South Africa must also receive a copy of the request of the original request.

ARTICLE 3
COMMITMENTS OF THE REPUBLIC OF SOUTH AFRICA

- (1) The Government of the Republic of South Africa shall contribute equal to the amount of US\$3 million (three million United States Dollars) towards the maintenance of the Cuban Medical Brigade for a period of thirty six (36) months. Maintenance of the latter will become effective from the date of signature of this MoU.
- (2) The financial pledge referred to in sub-Article 3 (1) shall be utilized for each member of the Cuban Medical Brigade in respect of-
 - (a) the costs of a return air ticket between Havana (Cuba) and Freetown (Sierra Leone);
 - (b) the cost of a return air ticket, once in three years, for their vacation in Cuba;
 - (c) the allowances for their subsistence and food costs;
 - (d) their medical insurance, inclusive of-

- (i) all medical expenses not expressly covered by Government of the Republic of Sierra Leone, as stated in the provisions of Sub-Article 4 (1);
 - (ii) medical evacuation to Cuba; and
 - (iii) the return of the remains of any deceased member of the Cuban Medical Brigade.
- (c) the accommodation costs, on their arrival in Freetown (before their deployment in the field) and after their deployment to their respective places of work comprising-
- (i) the hotel costs for a maximum period of five (5) days, in Freetown, on their arrival and their departure for holidays;
 - (ii) the accommodation costs at their work places during their stay in Sierra Leone;
 - (iii) the housing, water, furniture, electricity, generators, cooking gas and transportation services costs within Sierra Leone; and
 - (iv) security, house helper, television and satellite television services within Sierra Leone;
- (f) the utility vehicles and/or motor bikes costs including spares, fuel and maintenance services within Sierra Leone;
- (g) the computer, internet and stationary costs;
- (h) the monthly meetings and annual scientific seminar symposium costs.
- (3) The accounting process on financial disbursement will be governed by the provisions of the South African Public Finance Management Act (**PFMA**), 1999 (**Act** No. 1 of 1999)