



AGREEMENT

BETWEEN

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

AND

**THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF NIGERIA**

ON COOPERATION IN THE FIELD

OF HEALTH

AND

MEDICAL SCIENCES

PREAMBLE

The Government of the Republic of South Africa (hereinafter referred to as "South Africa") and the Government of the Federal Republic of Nigeria (hereinafter referred to as "Nigeria" and jointly referred to as the "Parties" and in the singular as a "Party");

HAVING agreed to cooperate in the implementation of activities in disease control and prevention, institutional capacity building in the field of health and political sensitization and cooperation;

IN PURSUANCE of the goals of the Bi-National Commission established between the Parties;

IN THE SPIRIT of cooperation that exists and is being fostered by the ongoing discussions and resultant Agreements, in particular, the Agreement on Scientific and Technology Cooperation signed in Abuja on 14 March 2001;

DESIROUS to consolidate and strengthen the friendly ties and reciprocal understanding between the Parties;

CONSCIOUS of the desirability of promoting to the greatest possible extent the mutual knowledge, experience and understanding of their respective needs in human development and development in the field of Public Health and Medical Sciences and the other fields covered by this Agreement, by means of friendly cooperation between them;

CONSIDERING the importance of international cooperation in the field of Public Health and Medical Sciences;

CONSIDERING the mutual interest of the Parties in promoting health at national, regional, provincial and local levels and strengthening their respective services;

RECOGNISING that the mutual exchange of knowledge and experience can strengthen friendly relations between their two countries and wishing to develop cooperation in the field Public Health and Medical Sciences;

MINDFUL of the domestic legislation of the two countries;

HEREBY AGREE as follows:

ARTICLE 1 DEFINITIONS

In this Agreement, unless the context indicates otherwise –

- a) **“Agreement”** means the contents of this Agreement including the contents of any annexures thereto;
- b) **“countries”** means the countries of the Parties to this Agreement;
- c) **“health sciences”** means the field of training, research and development for different degrees of health professionals;
- d) **“professionals”** means persons having significant skill, experience or knowledge in a particular field or activity and who are registered with a professional body;
- e) **“public health”** means the achievement of the level of health which enhances the quality of life of a community at a personal and collective level, promoting a healthy environment and which is sustainable and affordable to the public.

ARTICLE 2 SCOPE OF AGREEMENT

The Parties commit themselves to establish and develop cooperation in the field of public health and health sciences.

ARTICLE 3

COMPETENT AUTHORITIES

The competent authorities responsible for the implementation of this Agreement shall be:

- a) In the case of South Africa, its National Department of Health, represented in the Federal Republic of Nigeria by the High Commissioner of the Republic of South Africa; and
- b) In the case of Nigeria, its Federal Ministry of Health, represented in the Republic of South Africa by the High Commissioner of the Federal Republic of Nigeria.

ARTICLE 4

AREAS OF COOPERATION

The Parties shall exchange information and develop cooperation in the following areas:

1. **Public health issues**, including:
 - a) Communicable diseases including HIV/AIDS; Tuberculosis and Malaria
 - b) Non-communicable diseases
 - c) Primary Health Care
 - d) Emerging and re-emerging diseases
2. **Institutional capacity building** in areas such as:
 - a) International health;
 - b) Health sector reform;
 - c) Health management information system;
 - d) Maternal and child health;
 - e) Tertiary and specialised health care services;
 - f) Human resource development;
 - g) Traditional medicine development;
 - h) Drug Policy, Drug Control, and Drug manufacture/Import/Export
 - i) Vaccine development and production;
 - j) Research and Development
 - k) Emergency Preparedness and Response.

ARTICLE 5

FORMS OF COOPERATION

The Parties shall cooperate by:

- a) exchanging professionals in the field of public health, health sciences and areas of cooperation contemplated in Article 4;
- b) facilitate the visits by the respective Parliamentary Committees on Health;
- c) exchanging information on the areas of cooperation contemplated in Articles 4;
- d) consulting each other at the political level on preparation for important international health forums;
- e) consulting each other on areas of strategic influence in the Southern African Development Community (SADC) and the Economic Community of West African States (ECOWAS);
- f) the monitoring of the New Partnership for Africa's Development (NEPAD);
- g) the monitoring of the implementation of the South-South Healthcare Development Programme (SSHDP) adopted at the G77 in Havana and Chaired by Nigeria;
- h) Undertaking any other programme or activity that may agreed upon between the parties.

ARTICLE 6

TRAVEL ARRANGEMENTS AND VISA REQUIREMENTS

- 1) Each Party shall make the necessary travel and training arrangements with regard to Professionals.
- 2) Each Party shall bear all of its traveling, accommodation and any other expenses incurred that relate to an invitation of Professionals by the other Party.
- 3) Each Party is responsible for making the necessary arrangements for its Professionals for the whole period of the stay of such persons.

- 4) In case of sickness of Professionals during their stay in the host country, within the framework of this Agreement, each Party shall provide, on the basis of reciprocity, free medical care available in public hospitals.

ARTICLE 7

SETTLEMENTS OF DISPUTES

- 1) Any dispute between the parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.
- 2) Failing article 7 (1), any problems or disputes arising out of the interpretation or in the course of the implementation of this Agreement shall be referred for arbitration to an arbitration tribunal.
- 3) In order to constitute an arbitration tribunal, each Party shall appoint 3 arbitrators and the chairperson of the arbitration tribunal shall be appointed by written agreement of both Parties and failing such agreement, arbitration shall be conducted through the diplomatic channel.
- 4) The decision of the arbitration tribunal shall be binding and final.

ARTICLE 8

AMENDMENTS TO THE 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 9

ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

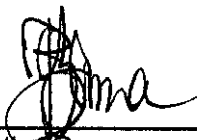
- 1) This Agreement shall enter into force on the date on which each Party has notified the other in writing through diplomatic channel of its compliance with the

constitutional requirements necessary for the implementation of the Agreement of this nature. The date of entry into force shall be the date of the last notification.

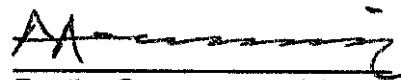
- 2) This Agreement shall remain in force for a period of five (5) years but may be terminated by either Party giving three months written notice in advance through the diplomatic channel of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this Agreement in duplicate in the English language, both texts being equally authentic.

DONE at PRETORIA on this 28th day of MARCH 2002



For the of the Government of
the Republic of South Africa



For the Government of the
Federal Republic of Nigeria