

Memorandum of Understanding

Between

The Ministry of Health of the Italian Republic

and

The Ministry of Health of Kingdom of Lesotho

On the Cooperation in the field of health

PREAMBLE

The Ministry of Health of the Italian Republic and the Ministry of Health of the Kingdom of Lesotho herein referred to as “the Parties”, have agreed to develop, within the areas of their own competence, a fruitful collaboration in the field of health.

Whereas the Ministry of Health of the Government of Lesotho (hereafter referred to as “MOHL”), is responsible to provide, promote, foster, improve and expand health care services all over Lesotho, within the context of national health priorities

and

Whereas the Ministry of Health of the Italian Republic (hereafter referred to as “MOHIR”) is willing to assist the MOHL to achieve its national health priorities

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 INTERPRETATIONS

Parties: refers to MOHL and MOHIR

ARTICLE 2 OBJECTIVES

2.1 The objective of this Memorandum is to collaborate in the field of health on the basis of equity, gender parity, reciprocity and mutual benefit in the following areas:

- Prevention and treatment of HIV(AIDS) and Mycobacterium tuberculosis (TB) infections;
- Protection of maternal and child health;
- Non communicable diseases;
- Development of telemedicine;
- Continuing education of health workers;
- Institutional support to the Faculty of Medicine of Maseru;

- Other areas of cooperation may be mutually agreed upon.

To implement this Memorandum of Understanding, the Parties will develop a detailed work plan describing the activities to be carried out in each area of cooperation. The activities set out in the work plan will be implemented according to funds available in the respective budget of the two Parties and without imposing any extra burden on the State budget. In case of travel, the sending Party shall be responsible for all costs incurred by its own delegation when visiting the other Party's territory

ARTICLE 3 FORMS OF COLLABORATION

Further to the achievement of their common objectives, the Parties intend to consider ways to:

- Exchange of experience and sharing of best practices on activities regard as priority by the two countries;
- Exchange of opinion and Experts;
- Exchange of information and documentation;
- Hold meetings, seminars, conferences on subject previously agreed upon by the Parties and
- Any other methods of cooperation decided by the Parties.

ARTICLE 4 IMPLEMENTATION

The implementation of this MOU and all the activities undertaken pursuant to it, shall be subject to the respective legislation of each Party. The Parties shall cooperate on the basis of equality, mutual benefit and results sharing and protection of intellectual property right according to international rules and practiced and to Italy obligation as member of European Union.

ARTICLE 5 MONITORING OF MOU IMPLEMENTATION

The Parties will set up a monitoring and coordination Joint Commission directed both to consider priorities in the cooperation framework, also through the elaboration of action-plan of Health cooperation and to keep the two Ministries periodically informed on the progress of the cooperation.

The Commission will gather as agreed upon by the Parties and anyway no more than once a year and may be supported in the different disciplines by the experts appointed by both Parties.

ARTICLE 6 COMMENCEMENT

This MOU shall become effective on the date of signature by all parties.

ARTICLE 7 PERIOD OF MOU

This MOU shall remain valid for a period of five (5) year from the date of commencement and shall automatically be extended for additional periods of the same duration, unless terminated by one of the Party giving at least six (6) months written prior notice. The termination of this Memorandum does not imply the interruption of any ongoing project between the Parties.

ARTICLE 8 REVIEW

- 8.1 This MOU, in its entirety, shall be formally reviewed and evaluated by both Parties with appropriate revisions and modifications, as necessary and executed to enhance the ongoing relationship between the MOHL and the MOHIR.
- 8.2 The scope of activities outlined herein may change in response to new priorities identified by the Parties. This shall be effected upon written consent by both parties.

ARTICLE 9 AMENDMENT

No alteration, variation, cancellation, addition or amendment or deletions on this MOU, including this Clause, shall be of any force or effect unless in writing and signed by all Parties. The request amendment shall be submitted through diplomatic channels by one of the Party. The amendment will perform its effects in the same form provided for the entrance in force of the Memorandum.

**ARTICLE 10
FOCAL POINT**

The parties chose a Focal Point for all purposes arising from or pursuant to this MOU as follows:

10.1 IN THE CASE OF THE MINISTRY OF HEALTH OF THE ITALIAN REPUBLIC

Directorate General for Communication and International
and European Relations
Lungotevere Ripa, 1
00153 Rome
Tel: +39659942951 Fax: +39659942541
Email: segr.dgcori@sanita.it

10.2 IN THE CASE OF MOH OF KINGDOM OF LESOTHO

The Principal Secretary - Health
MOH Head Quarters Building
Corner Constitution and Linare Roads
5th Floor
Maseru
Tel : 22226589 Fax : 22310004
Email : ps@health.gov.ls

Each of the parties shall be entitled from time to time, by any method prescribed below to vary its Focal Point to another institutional Focal Point.

SIGNATURES

This MOU is thus signed in Rome on this 18th day of May, 2016.

**Signed on behalf of the Ministry of
Health of the Italian Republic**

H.E. Paolo Gentiloni,
Minister of Foreign Affairs
and International Cooperation

**Signed on behalf of the Ministry of
Health of Kingdom of Lesotho**

H.E. Thloang Sekhamane,
Minister of Foreign Affairs and
International Relations of
Kingdom of Lesotho
