



**BILATERAL AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF KENYA**

**AND**

**THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND**

**FOR**

**COLLABORATION ON HEALTH CARE WORKFORCE**

## **PREAMBLE**

The Government of the Republic of Kenya and the Government of the United Kingdom of Great Britain and Northern Ireland, (hereinafter referred to as the Parties)

**RECOGNIZING** the Memorandum of Understanding on Health Partnership between the Government of the Republic of Kenya and United Kingdom of Great Britain and Northern Ireland signed January 2021;

**DESIRING** to enhance their bilateral partnership and collaborations in health;

**RECOGNIZING** that Kenya has expended resources in training the Health Care professionals;

**RECOGNIZING** the importance of exchanging knowledge and expertise between the Parties through cooperation on health care;

**REALIZING** the importance of protection for the labour rights of Kenyan workers in The United Kingdom of Great Britain and Northern Ireland;

**RECOGNIZING** the voluntary principles and practices for ethical international recruitment of health personnel as outlined in the World Health Organization Global Code of Practice;

**RECOGNIZING** that Health Care professionals recruited from Kenya to the National Health Service (NHS) employment in the UK have an opportunity to enhance their skills and explore best practices.

## **HEREBY AGREE AS FOLLOWS:**

### **1. OBJECTIVE**

- 1.1. This Bilateral Agreement on health partnership between the Government of the Republic of Kenya and the United Kingdom of Great Britain and Northern Ireland reflects the intention of the Parties to endeavour to cooperate in the delivery of health care through recruitment of health care professionals in Kenya for employment in the United Kingdom of Great Britain and





Northern Ireland, in accordance with their respective existing national laws and regulations.

## **2. IMPLEMENTING AGENCIES**

- 2.1. For the purpose of this Agreement, the Implementing Agencies for the Republic of Kenya shall be the Ministry of Labour and Social Protection and the Ministry of Health. For the United Kingdom of Great Britain and Northern Ireland, the Implementing Agency shall be the Department of Health and Social Care.

## **3. AREAS OF COOPERATION**

- 3.1. The Parties agree to:

- 3.1.1. Facilitate, through the relevant institutions, the adoption and development of recruitment procedures through the relevant institutions for health care professionals within the framework of this Agreement and applicable laws and regulations of the Parties.
- 3.1.2. Foster bilateral exchanges of communication on policy direction regarding health professional workforce development and best practices in the delivery of Health Care.
- 3.1.3. Draw up an action plan to implement 3.1.1 and 3.1.2 within three months of signature of this Agreement.
- 3.1.4. Continue to explore opportunities for short term educational placements for healthcare professionals and leaders, in both directions between the Parties, in order to share learning and develop skills for staff in the health systems of both Kenya and the United Kingdom of Great Britain and Northern Ireland.



- 3.1.5. Cooperate in capacity building of health care professionals and bench marking to maintain global standards for professionals.
- 3.1.6. Any other areas as may be mutually agreed upon by the parties in writing.

**4. COMMITMENTS OF THE PARTIES**

**4.1. The Kenyan Government:**

- 4.1.1. Undertakes to ensure that the health care professionals have the necessary qualifications, competencies and experience to deliver appropriate, ethical and timely quality health services to the United Kingdom of Great Britain and Northern Ireland population.
- 4.1.2. Undertakes to deploy to the United Kingdom of Great Britain and Northern Ireland, an experienced Kenyan official as Coordinator of the Kenyan Health Professionals, whose role shall be to oversee and coordinate the delivery of this Agreement. The Coordinator shall also be a member of the Joint Implementation Committee.
- 4.1.3. Undertakes to approve all job orders from accredited recruiters from the United Kingdom of Great Britain and Northern Ireland through the Ministry of Labour and Social Protection.

**4.2. The Government of the United Kingdom of Great Britain and Northern Ireland:**

- 4.2.1. Will support accredited recruitment agencies to promote UK-based healthcare professional job opportunities to candidates in Kenya, through the process designed by the Joint Committee.
- 4.2.2. Will endeavour to ensure that all recruitment activity is compliant with the United Kingdom's Code of Practice for the International Recruitment of Health and Care Personnel, 2021, which outlines the ethical framework in



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which recruitment must be undertaken, and that the rights of overseas healthcare workers must be consistent with those of domestically-trained staff.

- 4.2.3. Will facilitate access to information, media and scientific events, for the Health Care workers' professional development.
- 4.2.4. Will explore opportunities to support capacity building of health care professionals in Kenya.
- 4.2.5. Facilitate recruitment of Kenyan health care professionals in National Health Service and independent sector healthcare providers through licensed and accredited employment agencies.

## **5. EMPLOYMENT CONDITIONS**

- 5.1. The proactive recruitment of Kenyan healthcare professionals to work in the United Kingdom shall only be conducted through Government-to-Government arrangements or their licensed and accredited employment agencies.
- 5.2. The employment of Kenyan health care professionals shall be on the same terms or equivalent to those of health care professionals of similar ranking in the United Kingdom.

## **6. REGULATION OF THE RECRUITMENT**

- 6.1. The Parties shall take all administrative measures to ensure that employment agencies operate within the existing legal framework and regulations in-force in both countries.
- 6.2. The Parties agree to jointly take steps to combat unethical and/or illegal recruitment, smuggling and human trafficking in their countries.

- 6.3. The Parties shall share and exchange information regarding unethical and/or illegal recruitment, smuggling and human trafficking in their countries.
- 6.4. The Parties shall ensure that systems are in place to enable legal action to be taken against perpetrators of unethical and/or illegal recruitment, smuggling and human trafficking residing in their jurisdiction.

## **7. JOINT IMPLEMENTATION COMMITTEE**

- 7.1. The Parties shall set up a Joint Committee to oversee the implementation of this Agreement.
- 7.2. The Joint Committee shall set out its roles, responsibilities, guidelines, and terms and conditions of employment.

## **8. LEGAL EFFECTS**

- 8.1. This Bilateral Agreement is not intended as a legally binding document and does not create legal obligations on the part of either Party.

## **9. DISPUTE RESOLUTION**

- 9.1. Any disputes arising out of the interpretation or implementation of this Agreement shall be settled amicable through consultation and negotiations between the Parties through diplomatic channels.

## **10. AMENDMENT**

- 10.1. Amendments or revisions to the text of this Agreement shall be done by mutual consent of the Parties.
- 10.2. Amendments shall be in writing and shall form an integral part of this Agreement.



10.3. Any amendments should be done without prejudice to the rights and obligations arising from or based on this Agreement prior to the date of such amendments.

## 11. NOTICES

11.1. Any notice, request or consent required or permission to be given or made pursuant to this Agreement will be in writing.

11.2. Any such notice, request or consent will be deemed to have been given or made when delivered either in person to the authorized representative at the Head Office of the Party to whom communication is addressed or when sent by registered mail or by fax or by email to such Party at its registered address.

**For the** Government of the Republic of Kenya:

Principal Secretary  
Ministry of Health  
Afya House, Cathedral Road  
P.O Box 30016-00100  
Nairobi, Kenya  
**Email:** [pshealthke@gmail.com](mailto:pshealthke@gmail.com)

**For the** United Kingdom of Great Britain and Northern Ireland;

Permanent Secretary  
Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU  
**Email:** [permanent.secretary@dhsc.gov.uk](mailto:permanent.secretary@dhsc.gov.uk)

## 12. DATE OF EFFECT

12.1. This Agreement will come into effect on the date of signature.



**13. TERMINATION**

13.1. This Agreement shall remain in force unless it is terminated by either Party giving one (1) year's written notice of its intention to terminate it through diplomatic channels.

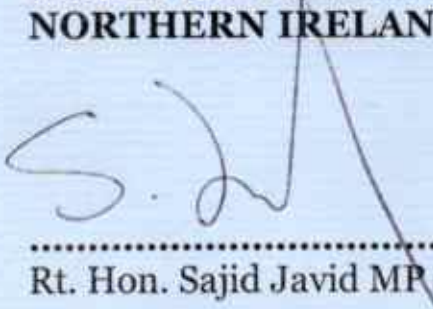
13.2. Any on-going activities at the time of termination arising out of the Agreement will be carried out to their conclusion as if the Agreement was in force.

The Undersigned, being duly authorized by their respective Governments, have signed this Agreement, in two original copies, in English.

**SIGNED in** *LONDON, UK* **On this** *29* **Day of July 2021**

**FOR THE GOVERNMENT OF  
THE UNITED KINGDOM OF  
GREAT BRITAIN AND  
NORTHERN IRELAND**

**ON BEHALF OF THE  
GOVERNMENT OF THE  
REPUBLIC OF KENYA**

  
.....  
Rt. Hon. Sajid Javid MP

  
.....  
Hon. Simon K. Chelugui, EGH

**Secretary of State for Health  
and Social Care**

**Cabinet Secretary for Labour  
and Social Protection**