

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF MALAYSIA
AND
THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND
ON THE RECRUITMENT OF HEALTHCARE WORKERS**

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Health Malaysia and **THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND** as represented by the Department of Health and Social Care (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”),

RECOGNISING the existing friendly and cooperative relations between the two countries;

UNDERSTANDING the benefits of unified efforts to address issues in the field of health;

DESIRING to develop and strengthen the relationship between the Participants and to share knowledge and understand the importance of cooperating in solving common health issues;

SHARING the mutual commitment to observe fair, ethical and sustainable recruitment in the employment of Malaysian healthcare workers anchored on the laws and regulations of both countries; and

Further **RECOGNISING** that healthcare workers recruited from Malaysia for employment in the United Kingdom of Great Britain and Northern Ireland's National Health Services (NHS) or private healthcare institutions have an opportunity to enhance their skills and explore best practice while supporting the Malaysian health systems.

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

PARAGRAPH 1


OBJECTIVE

The Participants, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies, from time to time in force in each country, cooperate in the delivery of healthcare through recruitment in Malaysia and employment of Malaysian healthcare workers in the United Kingdom of Great Britain and Northern Ireland in accordance with their respective existing national laws and regulations. Healthcare workers include doctors, nurses, pharmacists and other healthcare professionals.

PARAGRAPH 2

AREAS OF COOPERATION

Each Participant will endeavour, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, to take necessary steps to encourage and




promote cooperation in the ethical, and mutually beneficial recruitment of healthcare workers from Malaysia to the United Kingdom of Great Britain and Northern Ireland.

PARAGRAPH 3

IMPLEMENTATION

1. The implementation of the areas of cooperation as specified in Paragraph 2 of this Memorandum of Understanding will be guided by and subjected to specific arrangements as will be jointly decided by the Participants in writing.
2. Each Participant will endeavour to be responsible for coordinating and implementing in its own country programmes and activities under the areas of cooperation as specified in Paragraph 2 of this Memorandum of Understanding.
3. A Joint Committee should be established, consisting of representatives of the two countries, to coordinate implementation of area of cooperation as specified in Paragraph 2 of this Memorandum of Understanding.
4. The Joint Committee's remit will endeavour to cover the following forms of cooperation:

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- (a) exchanges of policy thinking with regard to healthcare workers' development;
 - (b) exchange of best practices in the delivery of healthcare;
 - (c) continuing medical education of other recruited healthcare workers;
 - (d) to draw up an action agenda for the recruitment process especially with respect to addressing any gaps in the entire process of recruitment of healthcare workers;
 - (e) to discuss processes which the Government of Malaysia can put in place in order to facilitate any returning recruited healthcare workers under the arrangement of this Memorandum of Understanding;
 - (f) to conduct regular annual meetings with Ministry of Health Malaysia;
 - (g) to convene special meetings or consultations, upon request of either Participant, whether in person or via virtual electronic means in case of urgent issues to be discussed; and
 - (h) any other forms of cooperation to be jointly decided upon by the Participants in accordance with the Objective of this Memorandum of Understanding as stipulated in Paragraph 1.

PARAGRAPH 4

USE OF NAME, LOGO AND EMBLEM

The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without prior written approval of either Participant.

PARAGRAPH 5

CONFIDENTIALITY

1. Each Participant shall undertake to observe the confidentiality and secrecy of documents, information and any other data received from or supplied by to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. The Participants agree that the provisions of this Paragraph shall survive the expiry or the termination of this Memorandum of Understanding.

PARAGRAPH 6

OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this Memorandum of Understanding, where the implementation of cooperation under this Memorandum of Understanding affects any Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH 7

SUSPENSION

Each Participant reserves the right for reasons including but not limited to national security, national interest, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding. Such suspension shall take effect immediately after a written notification has been given to the other Participant through diplomatic channels.

PARAGRAPH 8
SETTLEMENT OF DISPUTES

Any differences or disputes between the Participants concerning the interpretation or implementation or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third party or international tribunal.

PARAGRAPH 9
EFFECT OF MEMORANDUM OF UNDERSTANDING

Except as provided in Paragraph 5 (Confidentiality), Paragraph 7 (Suspension), and Paragraph 8 (Settlement of Disputes), this Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.



PARAGRAPH 10

REVISION, MODIFICATION OR AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Participants will be reduced into writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will come into force on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

PARAGRAPH 11

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect fourteen (14) days after the date of signature and will remain in effect for a period of five (5) years.



2. Thereafter, this Memorandum of Understanding will be automatically renewed for a further period of five (5) years unless otherwise decided by the Participants.

3. Notwithstanding anything in this Paragraph, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels at least three (3) months prior to its intention to do so.

4. The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities, projects and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.



The foregoing record represents the understandings reached between the Government of Malaysia and the Government of the United Kingdom of Great Britain and Northern Ireland upon the matters referred to therein.

Signed in Kuala Lumpur, Malaysia on this 8th day of November in the year 2021 in two (2) original copies in the English language, with all texts being equally authentic.

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

**FOR THE GOVERNMENT
OF MALAYSIA**

.....
**The Right Honourable
Elizabeth Truss,
Secretary of State for
Foreign, Commonwealth and
Development Affairs,
United Kingdom**

.....
**The Honourable
Khairy Jamaluddin Abu Bakar,
Minister of Health Malaysia**