



**AGREEMENT**  
**BETWEEN**  
**THE MINISTRY OF HEALTH**  
**OF MALTA**  
  
**AND**  
  
**THE MINISTRY OF HEALTH**  
**OF THE PEOPLE'S REPUBLIC OF CHINA**  
  
**CONCERNING CO-OPERATION**  
  
**IN THE FIELD OF**  
  
**TRADITIONAL CHINESE MEDICINE**

The Ministry of Health of Malta (hereinafter referred to as the Maltese side) and the Ministry of Health of the People's Republic of China (hereinafter referred to as the Chinese side) in the light of enhancing the closer co-operation in the field of Traditional Chinese Medicine, through friendly consultations, have agreed as follows:

#### **Article 1**

1. The two sides agree to continue the running of the co-operative regional centre for providing technical training and medical service of Traditional Chinese Medicine for Maltese and non-Maltese, named The Mediterranean Regional Centre for Traditional Chinese Medicine (hereinafter referred to as the Centre).
2. The Centre will continue to seek the support of the World Health Organisation for the Centre.

#### **Article 2**

1. The teaching and medical service of the Centre in Traditional Chinese Medicine will be carried out by four medically qualified experts fluent in the English language and with high teaching and clinical experience, sent by the Chinese side.
2. The Chinese side, in addition, shall undertake to provide an administrator for the day to day administration and management of the Centre, as well as 1-2 supporting staff other than those referred to in paragraph 3 below.
3. The Maltese side shall undertake to provide other supportive staff, i.e. one whole time equivalent nurse, one receptionist and one cleaner.

#### **Article 3**

1. The Centre will conduct training courses for doctors, nurses and paramedicals with 2 to 3 years postgraduate experience subject to Maltese law and short term courses for those acupuncturists who already have had acupuncture training and who wish to improve their clinical experience.
2. The graduation Certificates for the students of training courses upon their successful completion, will be issued jointly by the Centre and Nanjing University of Traditional Chinese Medicine in China accredited by the Ministry of Health, the People's Republic of China and recognised from time

to time, as a W.H.O. collaborating centre on Traditional Chinese Medicine. The Centre will issue its own certificates to those who attend short term courses.

3. The Centre will also conduct shorter familiarisation courses for other candidates interested in improving their concept of Traditional Chinese Medicine.
4. The Chinese side with the support of the Maltese side will offer help to publicise the Centre for regular intake of trainees.
5. The Centre may make arrangements with the Department of Health in Malta to run the acupuncture services offered by the Department on terms agreed upon and may make use of the acupuncture clinic facilities of the Department for training purposes.
6. The Centre will collaborate with the University of Malta in respect of training in Traditional Chinese Medicine as may be required by the University of Malta.

#### **Article 4**

1. The Maltese side shall continue to make available adequate premises on terms to be agreed upon.
2. The necessary teaching and medical equipment, textbooks, teaching aids, medicines, vehicles and other technical items related to the efficient running of the Centre will be provided by the Centre out of its income.

#### **Article 5**

1. The Centre is to be managed by a Board of Directors consisting of Maltese and Chinese representatives who are to meet from time to time to decide on the policy, strategy, expansion and general management. The day to day running of the Centre is to be entrusted to the Chinese director and administrator at the Centre who will act under the general policy directives issued by the Board of Directors.
2. The Board of Directors is to be composed of four persons, of which each side would appoint two members. The Chairman of the Board would be from both sides in turn and each side would hold the office for a period of one year in its turn.

#### **Article 6**

1. The Centre is to manage affairs on its own and assume sole responsibility for its gains and losses. In its initial period, both sides would adopt all possible measures to support the development of the Centre. The Centre will aim, within a reasonable period of time, to be self-financing, thus not requiring aid from either the Chinese side or the Maltese side. If eventually net profits were to be realised the annual net income of the Centre will be reinvested in the Centre itself.
2. The Centre will charge reasonable tuition and treatment fees so as to provide a source of income for the effective running and development of the Centre as determined by the Board of Directors taking into consideration local and international factors.

#### **Article 7**

1. The salaries of the staff working at the Centre.

When the Centre has realised income, but still would not be in a position to balance its income and expenditure, the Centre would pay a certain proportion of its staff salaries and the respective sending side would make up the deficiency in accordance with commitments under Article 11. The percentage of the salaries which the Centre will pay will be determined by the Board of Directors in the light of the annual accounts of income and expenditure of the Centre and approved by both sides without prejudicing the viability of the Centre. Both sides agree that the ultimate aim is that the full salaries will when possible be paid by the Centre.

2. The salaries of all the staff will be decided by the Board of Directors in the light of the salary scale applicable to other staff in Government service with equivalent qualifications.

#### **Article 8**

Since the Centre is essentially a non-profit making medico-training establishment, the Maltese side will recommend to the competent Ministry exemption from import duty, in respect of equipment and items provided by the Chinese side for the Centre and equipment and items purchased by the Centre from China for the purpose of replenishment and renewal in accordance with provisions of Article IV as well as in respect of personal income tax of the Chinese staff working at the Centre.

#### **Article 9**

1. The travelling expenses with the transport cost of 40 kgs excess luggage of Chinese staff to Malta initially and back to China finally shall be borne by the Centre.
2. The Chinese and Maltese staff shall be entitled to the public holidays stipulated respectively by the Chinese Government and the Maltese Government.
3. One month vacation pay shall be granted to the Chinese staff after their completing eleven (11) months of work at the Centre. The economy international airfare will be paid by the Centre as long as the cost of such airfare would not exceed that to and from China.

#### **Article 10**

1. The Maltese side shall undertake to issue the license for operation of the Centre's clinic subject to compliance with the law and shall make the necessary recommendations for the issue of the visas and working permits in respect of the Chinese staff.
2. The Chinese staff while working at the Centre are obliged to comply with all the requirements of Maltese Law.

#### **Article 11**

1. In case of illness of the Chinese staff during the period of their stay in Malta, free medical treatment in Government hospitals and clinics shall be provided by the Maltese side.
2. In case of disability, whether total or partial, due to work or accident or in case of death of any member of the Chinese staff during their stay in Malta, the Maltese side shall undertake to assist the Centre in dealing with all the aftermath and the relevant expenses will be covered by the Centre. If the Centre does not have the necessary funds, the sending party will cover the necessary expenses.
3. The Centre will make arrangements for an insurance policy for the Chinese staff working at the Centre to cover such eventualities.

#### Article 12

1. This Agreement starts from the date of the 14<sup>th</sup> April 2002. The duration of this agreement is for two years.
2. Should one side wish to amend or supplement this agreement, a written proposal shall be submitted to the other side and a new agreement or a supplementary agreement shall be signed through unanimity through consultation.
3. If no proposal for termination is submitted by either side before the expiry of the agreement, this agreement will automatically extend for another two years.
4. Should either side wish to terminate this agreement it should propose to the other side, in writing, six months before the expiry. This agreement shall be terminated through unanimity through consultation.

#### Article 13

Matters not included in this Agreement or any disputes that should occur during its execution shall be settled through friendly consultations between the two sides.

Done in duplicate in *Malta* on the *11th June* 2002 in the English and Chinese languages, both texts equally authentic. In case of doubt, the English text shall prevail.



The Ministry of Health  
of Malta



The Ministry of Health  
of the People's Republic of China