

HEALTH

Cooperation

**Agreement Between
the UNITED STATES OF AMERICA
and HAITI**

Signed at Port-au-Prince January 15, 2010



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

HAITI

Health: Cooperation

*Agreement signed at Port-au-Prince
January 15, 2010;
Entered into force January 15, 2010.*

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF HAITI
FOR
COOPERATION IN HEALTH PROGRAMS, AND PREVENTING AND
CONTROLLING DISEASES, INCLUDING THROUGH PROVISION OF SURGE
EMERGENCY EPIDEMIOLOGY AND RELATED SERVICES

The Government of the United States of America and the Government of the Haiti, (hereinafter referred to as the "Parties");

Desiring to promote mutual interests through cooperation in health programs and preventing and controlling diseases;

Recognizing the unique contributions that each Party provides to achieve the goal of promoting health and preventing and controlling diseases;

Have agreed as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to support cooperation between the Parties in the field of health, including by facilitating emergency response by the United States Department of Health and Human Services and other U.S. Government agencies to emergency conditions in Haiti that have the potential to cause disease or injury.

ARTICLE 2
SURGE EMERGENCY EPIDEMIOLOGY AND RELATED SERVICES

1. At the invitation of the Government of Haiti, the U.S. Government may provide surge emergency epidemiology services, including related health care and other

- public health services, in response to a disease outbreak or other emergency situation or condition.
2. Emergency epidemiological services may include the provision of medical care by U.S. Government staff (hereinafter defined to include those who are third country nationals acting under contract with or in another capacity as an agent of the U.S. Government) who are licensed medical personnel, including physicians, nurses, and other ancillary personnel.
 3. The Government of Haiti shall issue expeditiously and on a cost-free basis visas and other required permits and licenses, or waive such requirements, for any U.S. Government staff entering Haiti for the purposes of providing such emergency services assistance.
 4. U.S. Government staff, including those staff on temporary duty assignment (TDY), present at any location in Haiti to perform work in connection with this Agreement shall, to the extent not otherwise granted diplomatic agent status, be granted at a minimum privileges and immunities equivalent to those granted administrative and technical staff under the Vienna Convention for Diplomatic Relations.
 5. The Government of Haiti shall accept as valid, and without taxes or fees, any professional license or permit in medical or health care issued to U.S. Government staff by their respective home governmental authorities to the extent such license or permit is relevant to the performance of this Agreement.
 6. The Government of Haiti shall facilitate the entry into its territory and movement through such territory of personnel and goods related to this Agreement. Such facilitation shall include the expeditious and cost-free issuance of, or waiver of the need for, any import or export licenses, including customs and drug authority clearances, required for drugs, medical devices, specimens and other goods imported or exported for the purposes of this Agreement.

ARTICLE 3 ENTRY INTO FORCE, MODIFICATION, AND TERMINATION

1. This Agreement shall enter into force upon signature by the respective countries and shall be retroactive to the agreed upon date of any request or invitation of the Government of Haiti. This Agreement shall remain in force until 90 days after the receipt by either Government of written notification of the intention of the other to terminate it.
2. The Parties may amend or modify this Agreement at any time through written mutual consent.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Governments, have signed this Agreement.

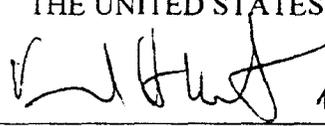
Done at Port-au-Prince on the 14th day of January, 2010.

FOR THE
GOVERNMENT OF HAITI:


15/01/10

Jean-Max Bellerive
Prime Minister
Government of Haiti

FOR THE
GOVERNMENT OF
THE UNITED STATES OF AMERICA:


15 January 2010

Kenneth Merten
Ambassador
Government of the United States of America