

TECHNICAL ARRANGEMENT

BETWEEN

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE GOVERNMENT OF LIBYA

CONCERNING

THE TWINNING

BETWEEN

THE 'CELIO' MILITARY HOSPITAL IN ROME,

AND

THE CIVIL-MILITARY HOSPITAL IN MITIGA

The Ministry of Defence of the Italian Republic and the Ministry of Defence of the Government of Libya, hereinafter referred to as "the Participant" or "the Participants",

CONSIDERING the high-level relationship between the Italian Republic and the Government of Libya, as established in the Memorandum of Understanding on cooperation for development; countering illegal immigration, the traffick of human beings, and smuggling; and the strengthening of border security signed in Rome on 2 February 2017,

TAKING INTO ACCOUNT the Treaty of Friendship, Partnership and Cooperation between the Italian and the Libyan Governments done in Benghazi on 30 August 2008 and the resulting Memorandum of Understanding on defence cooperation between the respective Ministries of Defence signed in Rome on 12 May 2012, the Treaty of Friendship, Partnership and Cooperation signed in Benghazi on 30 August 2008;

CONSIDERING: The Declaration of compliance with the objectives and principles of the United Nations made by the Italian Ministry of Defence and the Ministry of Defence of the Government of National Agreement in the framework of the Technical Agreement for Joint Military Cooperation between the Parts, signed in Rome on 4 December 2020;

CONSIDERING: The Memorandum of Understanding between the Libyan Ministry of Defence and the Italian Ministry of Defence signed in Rome on 28 May 2012;

CONSIDERING: The art. 6 of the 2012 Memorandum of Understanding on the establishment of a Joint Commission for Planned Military Defence Cooperation;

CONSIDERING: the art. 5 of the above-mentioned Technical Agreement on Joint Military Cooperation between the Parties, concluded in Rome on 4 December 2020, concerning the competences of the Joint Cooperation Committee under mandate from the Joint Commission;

CONSIDERING: The report of the assembly of the First Meeting of the Italian-Libyan Joint Cooperation Committee, signed in Rome on 22 December 2020, with particular reference to the willingness, shared by the Heads of Delegation of the aforementioned Committee, to establish a "Military Coordination Office" in Tripoli, where advisers will work;

WISHING TO strengthen their cooperation in the field of Military Healthcare,

HAVE AGREED THE FOLLOWING:

PARAGRAPH 1 DEFINITIONS AND ABBREVIATIONS

1. *Healthcare personnel* means military and civilian medical, paramedical, administrative and technical staff working in the twinned hospitals and is employed by the Participants.
2. *Country of origin* means the Country to which the healthcare personnel belongs.
3. *Host Country* means the country where the healthcare personnelis hosted pursuant to the

provisions of this Technical Arrangement.

4. *'Celio' Military Hospital, Rome* means the Military General Hospital based in Rome.
Civil-Military Hospital, XXXX means the Libyan Hospital of XXXX (XXXX/define the city/location of the structure).
5. *Twinned Hospitals* means the *'Celio' Military Hospital, Rome*, and the *Civil-Military Hospital, XXXX*.

PARAGRAPH 2 AIM AND SCOPE

1. The aim of this Technical Arrangement is to establish how the Participants should define and implement the procedures as well as identify the managing bodies and the general principles for the cooperation between the *'Celio' Military Hospital, Rome* and the *Civil-Military Hospital, XXXX*.
2. This Technical Arrangement aims at enhancing mutual knowledge, developing cooperation, and strengthening the links between the aforementioned military hospitals.
3. By virtue of this Technical Arrangement, the Participants do not intend to create any rights or obligations under international law.
4. This Technical Arrangement is not intended to conflict with any applicable national or international law. In the event a conflict arises, national or international laws will prevail. The Participants will notify each other in writing in the event of any such conflict.

PARAGRAPH 3 IMPLEMENTATION

1. The following national authorities will be responsible to implement this Technical Arrangement:
 - for the Ministry of Defence of the Italian Republic: the Inspectorate for Medical Services;
 - for the Ministry of Defence of the Government of Libya: the Army Command of Military Medical Services

PARAGRAPH 4 FIELDS OF ACTIVITY

1. This Technical Arrangement will regulate the following activities:
 - Exchange of healthcare personnel between the twinned hospitals for short-term information visits;
 - Exchange of personnel between the twinned Hospitals for on job training lasting no longer than 15 days;
 - Exchange of personnel between the twinned Hospitals to attend refresh courses;
 - Invitations to healthcare personnel to attend events organized by any of the twinned Hospitals;
 - Exchange of scientific information on the latest developments in medical science;
 - Development of a telemedicine programme, including scientific videoconferencing and remote-access diagnostics;

- Exchange of scientific information for the organization of new hospital services between the twinned Hospitals concerning the most advanced medical techniques and medical-military disciplines;
- Exchange of general information on hospital management, the use of information technology in dealing with hospital-related issues, and maintenance of medical equipment;
- Health system management and hospital management training programs for Libyan healthcare managers;
- The possibility, in an advanced cooperation phase, to perform on request joint surgical interventions in both nations, provided that the conditions of the legal status and judicial protection of both Italian and Libyan personnel operating on both territories are legally already into force. Furthermore, the Italian and Libyan medical personnel shall possess eligible competencies and legal professional entitlements;
- Exchange of researchers and study visits.

PARAGRAPH 5
PLANNING AND CONDUCT OF ACTIVITIES

1. The Authorities responsible for the implementation of this Technical Arrangement will propose details on the programme for the exchange of healthcare personnel and cooperation between the twinned hospitals.
2. In accordance with the principle of reciprocity, the Participants will exchange the same number of healthcare personnel as long as this Technical Arrangement is in force.
3. At the end of each course, course attendees will receive certificates of attendance.
4. As far as communication between the Participants and the implementation of activities are concerned, English will be the language used.

PARAGRAPH 6
GENERAL PROVISIONS RELATED TO HOSTED HEALTHCARE PERSONNEL

1. *Personnel-related issues:* hosted healthcare personnel will comply with the rules and regulations of the hosting twinned hospital. The hosting Hospital's management board can dismiss the hosted healthcare personnel in case of inappropriate behaviour following the authorization by the national authority responsible for the implementation of this Technical Arrangement.
2. *Healthcare matters:* in accordance with applicable regulations, the Host Country will grant the medical support to hosted healthcare personnel in case of urgency, including for medical consultations, dental care, and hospitalization. The competent authority of the Host Country will inform the competent authority of the Country of Origin about the costs of provided healthcare immediately after the end of the visit. The competent authority of the Country of Origin will pay such costs via bank transfer to the central bank of the Host Country within three (3) months from the date of notification at the latest. It will send a copy of the payment slip to the competent authority of the Host Country. Payments will be made in Euros. Should an agreement on medical support enter into force between the Italian Government and the Government of Libya during the implementation of this Technical Arrangement, any applicable clause of said agreement will be implemented.
3. *Financial matters:*
 - Transportation costs: travel expenses for hosted healthcare personnel will be borne by the Country of Origin;
 - o Board and lodging expenses;
 - o Libyan healthcare personnel will be hosted full board in military facilities, based on availability of Italian authorities;
 - Italian healthcare personnel will be hosted full board in military or civilian facilities, based on availability of Libyan Authorities.
 - Courses or on-job-training lasting more than 5 days must be planned and approved in advance.

PARAGRAPH 7
EXCHANGE AND PROTECTION OF INFORMATION

1. In implementing this Technical Arrangement, the Participants will exchange unclassified information only, or information whose release is not prohibited by any applicable national or international law or regulation, including regulations on the protection of personal information.
2. The Participants hereby pledge not to disclose any information to third parties that they may receive while performing any of the activities provided in this Technical Arrangement.

PARAGRAPH 8
FINANCIAL CONSIDERATIONS

1. With the exception of the provisions of Paragraph 6, each Participant will bear its own costs for the implementation of this Technical Arrangement. These include travel expenses, salaries, medical and accident insurance, in addition to any other allowance for its own personnel due to applicable national regulations.
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2. All the activities performed under this Technical Arrangement will depend on the availability of the Participants' funds and the related costs will be covered exclusively with regular funds

that have already been allocated on the budget.

**PARAGRAPH 9
RESOLUTION OF DISPUTES**

1. Any dispute arising from the implementation of this Technical Arrangement will be resolved exclusively through direct consultation between the Participants.

PARAGRAPH 10

AMENDMENTS

1. If deemed necessary, each Participant may submit amendments to this Technical Arrangement in writing to the other Participant. Should this be the case, the negotiations between the Authorities responsible for the implementation of this Technical Arrangement will start within thirty (30) days from the date of notification.

**PARAGRAPH 11
DURATION AND TERMINATION**

1. This Technical Arrangement will come into effect on the date of the last signature and will remain into effect for a period of five (5) years being tacitly renewed by the Participants year after year.
2. Each Participant may terminate this Technical Arrangement by written notice sent to the other Participant with a six (6) months notice. The termination of this Technical Arrangement will not affect the ongoing programs and activities, if not agreed otherwise by the Participants.

**PARAGRAPH 12
TEXT AND LANGUAGE**

1. This Technical Arrangement is done in two original copies, each one containing texts in the Italian, Arabic and English languages, all being equally valid.
2. In case of divergence of interpretation, the English text will prevail.

Signed in....., on

**For the Ministry of Defence of the
Republic of Italy**

**For the Ministry of Defence of
the Government of Libya**

NOTES:

- 1) This document shall be considered as a draft and it is not definitive. It may be subjected modifications and completions.
- 2) The official date concerning the signature will be specified after the authorisation has been issued by the Italian and Libyan Ministers of Defence.