

檔 號：
保存年限：

衛生福利部 函

地址：11558臺北市南港區忠孝東路6段488
號

傳 真：(02)85907088

聯絡人及電話：孫世昌(02)85907309

電子郵件信箱：mdhuangju@mohw.gov.tw

受文者：中華民國醫師公會全國聯合會

發文日期：中華民國105年4月26日

發文字號：衛部醫字第1051663075號

速別：普通件

密等及解密條件或保密期限：

附件：外交部轉電表影本1份(1051663075-1.pdf)

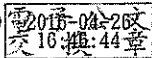
主旨：有關我國醫療團赴菲律賓義診相關手續問題，請查照並轉
知所轄醫院配合辦理。

說明：

- 一、依據外交部亞東太平洋司105年3月28日亞太六字第105041
38310號轉電表辦理。
- 二、查我國醫院及團體常年不定期組團赴菲義診，展現我NGO
團體參與國際人道援助之熱忱，惟過去我義診團多未能遵
照菲國相關醫療法令申請赴菲行醫，亦未按規定申報通關
，請協助轉知所轄醫院應遵行相關申請規定，以免觸犯菲
國法律。
- 三、副本抄送中華民國醫師公會全國聯合會及中華民國牙醫師
公會全國聯合會，請轉知所屬會員。

正本：地方政府衛生局

副本：中華民國醫師公會全國聯合會、社團法人中華民國牙醫師公會全國聯合會(皆含

附件) 

部長 蔣丙煌



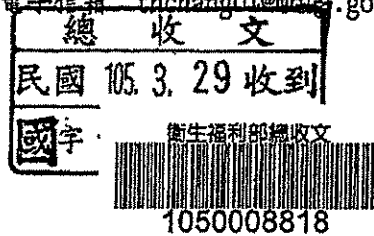
傳遞方式：紙本寄送

外交部亞東太平洋司 轉電表

11558
台北市南港區忠孝東路6段488號
受文者：衛生福利部

發文日期：中華民國105年3月28日
發文字號：亞太六字第10504138310號
速別：普通件
密等及解密條件或保密期限：
附件：如文

機關地址：臺北市凱達格蘭大道二號
承辦人：張庭瑋
電話：02-23805401
電子信箱：thchang01@mofa.gov.tw



主旨：檢送駐菲律賓代表處本（105）年3月16日第PHL0188號電報（事由：呈報本處與菲國衛生部討論我醫療團來菲義診相關手續問題事）影本含附件共9頁（雙面，不含本頁），敬請參考並協助周知各醫院有關赴菲義診相關手續，至緝公誼。

正本：衛生福利部
副本：



機密等級： (保密期限：至 年 月 日解密；解密條件：
洩露、交付、毀棄、損壞、隱匿或遺失國家機密，依法追究。

駐 菲 律 賓 代 表 處 電 報

專號：PHL 0188 第 1 頁

日期：105/03/16 方式：E F 本電：電文 4 頁，附件 12 頁，共 16 頁

擬辦		批示	
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事由：呈報本處與菲國衛生部討論我醫療團來菲義診相關手續問題事。

外交部鈞鑒 (醫療合作案)：本處第 0164 號電計蒙 鈞察。

一、義診問題：謹查我國路竹會、羅東聖母醫院及嘉義基督教醫院等團體常年不定期組團來菲義診，展現我 NGO 團體參與國際人道援助之熱忱，菲國政府及人民對此咸表感謝。惟過去我義診團多未能遵照菲國相關醫療法令申請來菲行醫，亦未按規定申報通關，觸及我義診在菲法律責任問題。本處政務組蔡組長強華及郭秘書卉蒸奉示於本(3)月 15 日拜會衛生部國際合作署(Bureau of International Health Cooperation, Department of Health, DOH-BIHC)處長 Maylene M. Beltran，設法簡化相關手續，以利我團遵守。

二、申請義診手續依序如次：

(一)申請特別臨時行醫許可(Special Temporary Permits, STPs)：

需時約一個月，由義診團或在菲合作團體向 Professional Regulation Commission 申請，所需文件請詳附件一。BIHC 允諾協助縮短作業時間至 10 天。

(二)申請行醫核准：向 BIHC 申請，需時約一個月，所需文件如附件二。

駐 菲 律 賓 代 表 處 電 報

專號：PHL 0188 第 2 頁

(1) letter of Request: 由義診團或在菲合作團體向 BIHC 具函敘明行醫類別(一般醫療、手術、牙科等)、行醫地點時間、團員名單及專業類別等。

(2) STPs 影本。

(3) Letter of Acceptance/Confirmation from Local government: 行醫地域所及之地方政府出函接受我團義診，列述醫療團行醫地點、日期、醫療團成員名單等。

(三) 事後提出報告(Post Mission Report): 義診後 15 天內提出報告，列述醫療人數及行醫概況等。

(四) 申請通關許可: 倘醫療團需先行以海空運送來器材及藥品，則須另行檢送相關文件(詳附件二第二頁)，送請衛生部食品及藥物管理局(FDA)核准通關(Clearance)。惟倘醫療團之醫療用品皆隨團入境，則無需事先送請 FDA 核准通關，惟須將攜帶藥品及器具詳列清單，檢同前述義診文件於入境通關時核對。

三、本處向菲方爭取簡化相關手續，以便我義診團體配合遵守。B 處長答稱：

(一) 伊對我國義診團體長期在菲義舉深表感激，惟倘外國醫療團體未能依照法令申請在菲行醫，可能產生醫療糾紛。倘無 STPs 行醫，則如同無照行醫，行醫者將受刑事處分。菲國每年另接受美、日、韓等國醫療團來菲義診，渠等皆依規定申請在菲行醫許可。海燕風災為唯一例外(此因海燕風災後菲國接受 143 個外國醫療團體援助，為爭取時效，Aquino 總統特別准許免除行醫許可申請。B 處長基於職責所在，請我醫療團體遵

駐 菲 律 賓 代 表 處 電 報

專號：PHL 0188 第 3 頁

守規定申請在菲行醫許可(STPs)，伊允諾盡力助我縮短申請時程。

(二) 倘我醫療團係經常或定期來菲義診，伊建議我團考慮與當地醫院簽署合作備忘錄(MOU)；由在菲合作醫院向 BIHC 申請，亦有助於縮短申請時程。

(三) 鑒於各國醫療團多由在菲之合作團體或非政府間組織(NGO)協助申請行醫許可及在地核准(confirmation from local government)，BIHC 歡迎我醫療團及在菲合作團體與其聯繫，並提供相關主管機關聯繫窗口供我運用如下：

(1) 衛生部國際合作署(DOH-B IHC)

- 申請須知諮詢信箱: fsimm.doh@gmail.com
- Dr. Joel Hernandez Buenaventura
Chief Health Program Officer, International Relations Division, DOH-BIHC
TEL: 632-651-7800#1301/1339
- Dr. Judith Sugay
Foreign Surgical and Medical Mission(FSMM)
E-mail: jsugay.bihc@gmail.com
- Ms. Evelyn Mendoza
Foreign Donation accompanying FSMM
E-mail: emendoza.bihc@gmail.com

(2) Profession Regulation Commission(PRC)

- Ms. Sarah Ducat
International Affairs Division:

裝
訂
線

機密等級： (保密期限：至 年 月 日解密；解密條件：)
洩露、交付、毀棄、損壞、隱匿或遺失國家機密，依法究辦。

駐 菲 律 賓 代 表 處 電 報

專號：PHL 0188 第 4 頁

TEL:63-2-310-0019

[Http://www.prc.gov.ph/international/?id=35](http://www.prc.gov.ph/international/?id=35)

四、以上，併呈拜會照片兩幅、STPs申請表及須知(附件一)、菲衛生部提供之申請手術及行醫所需文件須知(附件二)、合作備忘錄樣本(附件三)乙全份，敬祈鑒察並賜轉來菲義診團體參考配合。

駐菲律賓代表處(政務組郭秘書卉莛)

MOFA 311A

裝
訂
線

圖片說明一：由左至右分別為衛生部國際合作署科長 Joel Buenaventura、科長 Allan Evangelista、處長 Maylene M. Beltran



圖片說明二：會議情形



附件二

Checklist of Requirements for the Application of Special Temporary Permits (STPs)

- Letter of Request for the Issuance of STP with undertaking that no fees shall be charged to patients. The letter must indicate the specific date, venue and type of humanitarian mission (medical, surgical, dental). Please address letter to:

Hon. Teofilo S. Pilando, Jr.
Chairman
Professional Regulation Commission
P. Paredes St. cor. Morayta St.
Sampaloc, Manila

Tel. (632) 3100026
Telefax (632) 7354476
www.prc.gov.ph

- Copy of applicant's valid passport as proof of citizenship
- Authenticated Copy of valid professional license issued from the country of origin with official English translation, if necessary.
- Duly accomplished and notarized STP application form

MOFA 311A

Professional Regulation Commission
APPLICATION FOR SPECIAL TEMPORARY PERMIT

INSTRUCTION:

This application must be accomplished by the applicant or duly authorized representative.
Any false statement is subject to legal prosecution.

Passport Size ID
Picture of the Applicant with COMPLETE NAME
Tag in plain white background

Category of STP applied for:	Profession:	Date of Filing:
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Part I - Personal Data

Surname:	Given Name:	Maternal Name:	Visa / Nature of Stay
Place of Birth	Date of Birth:	Citizenship:	Gender:
Home address / country of origin:	Philippine Mailing Address:		Period of Stay
Contact number or E-mail Address:			
Name and Address of Sponsoring/Company/Institution in the Philippines: (if Applicable)			
Contact number or E-mail Address:			

Have you ever been accused of, indicted, tried or convicted by any court of law, military tribunal or administrative body?
If so, attach a copy of the decision or the complaint, if still pending. NO YES

Part II - Professional Course Taken

Title/ Degree Received	College/ University Graduated	Date Degree Conferred	Honors, Distinctions or Awards Received

Part III - Specialization (State briefly your fields of specialization, special studies or courses taken)

Part IV - License/s Obtained (Inclusive of License Obtained in the Philippines)

Title of License	Jurisdiction	License / Certification Number	Date Issue / Validity

Part V - Experience and Training

Dates of Service	Position Held	Employer	Country or State

Part VI - Sponsoring/Company/ Institution Profile

For Private Institutions: (SEC Registration)	For Government Institutions	Action Taken by the Cashier
Nature of Business:		Amount: _____ O.R. No.: _____ Date: _____ Signature of Cashier: _____
Authorized Representative:		

Part VII - Acknowledgment

<p>I HEREBY CERTIFY that the above information written by me are true and correct to the best of my knowledge and belief. And further authorize PRC and other government agencies to investigate the authenticity of all the documents presented.</p>	<p>SUBSCRIBED AND SWORN to before me affiant exhibited to me the applicant's passport as indicated hereunder Passport Number: _____ Date of Issue: _____ Place of Issue: _____</p>
Signature of Applicant/Authorized Representative	Place and Date of Acknowledgement:
When and Where Prepared	Notary Public

311A =

Documentary Requirements for the conduct of Foreign Surgical and Medical Missions

- Letter of Request**
Indicate type (medical, surgical, dental), date and exact venue of mission. Please address the letter to:

MOFA 311A
MS. MAYLENE M. BELTRAN, MPA, CESO III
Director IV
Bureau of International Health Cooperation

- Special Temporary Permits (STPs)***
Provide scanned copies of STP Resolutions as issued by the Professional Regulation Commission.

- Letter of Acceptance/Confirmation from Local Partner**
Confirm to DOH – BIHC the place, date, time and duration of mission. Include a list of all members of the mission. Please address the letter to:

MS. MAYLENE M. BELTRAN, MPA, CESO III
Director IV
Bureau of International Health Cooperation

- Post Mission Report**
Submit to DOH Representative (Regional Office) a post-mission report within 15 days after the mission for onward transmittal to DOH-BIHC

MOFA 311A

Checklist of Requirements for FDA Clearance of Imported Pharmaceutical Products for Donation

1. Endorsement from the Bureau of International Health Cooperation with the following attachments:
 - Authenticated Deed of Donation (Philippine Embassy/ Philippine Consulate)
 - Shipping documents such as Bill of Lading, airway bill, commercial invoice and packing list
 - Deed of Acceptance
 - Distribution Plan/ Allocation List of intended beneficiariesThe following, if applicable:
 - SEC Registration certificate of the recipient
 - DSWD License to operate as charitable organization/BIR tax exemption certificate
 - An authenticated document signed by both the donor and the donee indicating who will assume the responsibility of VAT payment
2. List of Drugs to be donated with the following required information:
 - Quantity per unit
 - Formulation
 - Copy of Labels including literature i.e., product information leaflet or package insert in English
 - Generic name/brand name, if any
 - Dosage forms/Strengths
 - Storage Conditions
 - Batch/lot number
 - Expiry date (Not less than 12 months from the date of arrival)
 - Name and address of manufacturer
3. Certificate of Analysis and Certificate of Free Sale in the country of origin, if available
4. Proof of Payment (P510)

Note:

The clearance for the entry of imported donated drug products in the Philippines does not mean that the products may be used and distributed to its intended beneficiaries. For purposes of ensuring the products' safety and quality, the said products shall be registered with the Food and Drug Administration prior to distribution.

MOFA 311A

附件三

**MEMORANDUM OF UNDERSTANDING
CONCERNING COOPERATION
IN THE FIELD OF HEALTHCARE AND HOSPITAL MANAGEMENT
BETWEEN THE
GOVERNOR CELESTINO GALLARES MEMORIAL HOSPITAL AND DR. JOSE
FABELLA MEMORIAL HOSPITAL AND THE TAIPEI HOSPITAL,**

MOFA 311A

The Governor Celestino Gallares Memorial Hospital (GCGMH) and Dr. Jose Fabella Memorial Hospital (DJFMH) and the Taipei Hospital (TH) hereinafter referred to as the "PARTICIPANT"/ "PARTICIPANTS."

RECOGNIZING the need to strengthen amicable relations of the participants and pursuant to the Memorandum of Understanding between Manila Economic and Cultural Office (MECO) and Taiwan Economic and Cultural Office (TECO) concerning cooperation on Health;

DESIRING to cooperate on healthcare and hospital management matters on the bases of equality and mutual benefit;

HAVE REACHED the following Understanding:

ARTICLE 1

OBJECTIVES

The Participants will, subject to the provisions of this Memorandum of Understanding (MOU) and their respective laws, rules, regulations and national policies, strengthen, facilitate, promote and develop cooperation and collaboration on healthcare and hospital management matters.

ARTICLE 2

SCOPE OF COOPERATION

The scope of this cooperation includes:

- a) Sharing of best practices in hospital operations and management;
- b) Research Development;
- c) Capacity building (study tour/trainings/technical exchanges);
- d) Provision of medical instruments and hospital equipment; and
- e) Any other cooperation that would be convenient and of mutual interest for the Participants.

MOFA 311A

ARTICLE 3

CONSULTATIONS AND NEGOTIATIONS

Differences between the Participants concerning the interpretation or application of any provision of this MOU will be settled amicably through mutual consultations or negotiations between the Participants through the MECO-TECO mechanism.

ARTICLE 4

FINANCIAL ARRANGEMENT

The Participants will discuss and mutually decide upon the financial arrangement necessary to cover the expenses for the implementation of the cooperative activities under this MOU through consultation on a case-to-case basis subject to the availability of funds and resources.

ARTICLE 5

MODIFICATION AND AMENDMENT

Either Participant may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment accepted by the Participants will be reduced in writing and will form part of this MOU. Such revision, modification or amendment will come into effect in accordance with Article 6. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

ARTICLE 6

EFFECTIVITY

This Memorandum of Understanding will take effect on the date of later written notification by the Participants that their respective domestic requirements for its effectivity have been complied with.

This Memorandum of Understanding will be in effect for a period of three (3) years, and will automatically be renewed for a similar period unless a Participant notifies the other, in writing, of its intention to terminate this Memorandum of Understanding at least three (3) months prior to its intended date of termination.

The termination of this Memorandum of Understanding will not prejudice the arrangements, programs, activities and/or projects commenced or made within framework of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have signed this MOU.

SIGNED at _____ For this _____ day of _____ in the year _____
in the English language. MOFA 311A

For:

For

GOVERNOR CELESTINO GALLARES
MEMORIAL HOSPITAL :

TAIPEI HOSPITAL

JOSE TEOFILO D. ARCAJ, MD, FPCR, FUSP, MPA
Medical Center Chief II

JIN-CHYR HSU, MD
Superintendent of Taipei Hospital
Ministry of Health and Welfare

DR. JOSE FABELLA MEMORIAL HOSPITAL:

NESTOR F. SANTIAGO, JR, MD, MPH, MHA, CESO III
OIC- Medical Center Chief

Signed in the Presence of:

ANTONIO I. BASILIO
Resident Representative
Manila Economic and Cultural Office
in Taiwan

DR. GARY SONG-HUANN LIN
Representative
Taipei Economic and Cultural Office
in the Philippines

MOFA 311A

MEMORANDUM OF UNDERSTANDING
CONCERNING COOPERATION ON HEALTH ISSUES

This MEMORANDUM OF UNDERSTANDING (MOU) made and entered into by and between:

The **TAIPEI ECONOMIC AND CULTURAL OFFICE** in the Philippines represented by **HSHN-HSING WU**, Ph. D., Representative, herein referred to as **TECO**:

The **MANILA ECONOMIC AND CULTURAL OFFICE** in Taiwan represented by **ANTONIO L. BASILIO**, Resident Representative, herein referred to as **MECO**;

WHEREAS, desiring to improve the health of the peoples of Taiwan and the Philippines, to promote mutual understanding and friendly relations, and to cooperate on medical services; and

WHEREAS, recognizing the advantages to be gained by their respective peoples from the implementation of such cooperation;

WHEREAS, the **TECO** and **MECO** wish to enter into this MOU for the purpose of setting forth their roles and responsibilities for joint collaboration and coordination in health implementation activities and referred to as the "**PARTIES**";

NOW, THEREFORE, for and in consideration of the foregoing promises, the Parties do hereby mutually agree as follows:

ARTICLE I

Responsibilities of Parties:

The Parties shall designate respectively, a representative agency to implement this Memorandum. For **TECO**, the implementing agency is the Department of Health; and for **MECO**, the implementing agency is the Philippines Department of Health (**Philippines-DOH**).

Coordination and collaboration in health implementation activities

The following mechanisms shall provide collaboration and cooperation between the **PARTIES** and their representative agencies.

The Parties and for their representative agencies shall:

- a. Hold at least one meeting per year in Taiwan or the Philippines, for the planning of measures designed to improve health services and the training of medical staff;
- b. Promote and facilitate the exchange of experiences pertaining to health, including the areas such as but not limited to:
- b.1. Communicable and emerging infectious diseases (e.g. tuberculosis, dengue fever, HIV/AIDS, avian influenza, and the like) in relation to the implementation of the International Health Regulations (IHR 2005) and the establishment of the national IHR focal points;
- b.2. Non-communicable diseases (e.g. diabetes, cardiovascular diseases, cerebrovascular diseases, gout, hypertension) that will focus on changing behavioral risk factors (e.g. obesity, insufficient physical activity, poor diet and substance abuse, especially alcohol and cigarettes); and
- b.3. Research and policy development
- c. Promote and facilitate the development of local health systems, and foster good relationships and collaboration between and among academic institutions, hospitals, and non-governmental organizations, local government units and indigenous peoples in support thereof;
- d. Promote and assist the participation of the Parties in international activities concerning health and other health related activities;
- e. Promote medical services and personnel exchanges, including staff training in the area of medicine and health technology; and
- f. Promote and facilitate cooperation with respect to social health insurance and health care financing.

ARTICLE II

Application of this MOU:

1. The funding arrangement for any exchanges facilitated by virtue of this MOU shall be reviewed on a case-by-case basis.
2. Either Party may request consultation concerning this MOU through written notice.
3. This MOU shall enter into force from the date of signature by the Parties.
4. Either Party may terminate this MOU through the issuance of a written notice, three months in advance to the other Contracting Party.

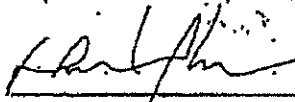
ARTICLE III

Final Provisions

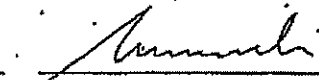
This MOU is to be interpreted harmoniously by the Parties, and nothing in this MOU is intended to amend or modify any other agreements.

It is the intention of the Parties, subject to availability of their respective funding for this purpose, to carry out, in good faith, their roles and responsibilities as described in this MOU. The Parties hereto may, upon mutual consent, amend, alter, or modify this MOU by any instrument duly signed by the Parties.

IN WITNESS WHEREOF the undersigned signs this Memorandum in duplicate at Taipei this 2nd day of December 2006 and in the English language.

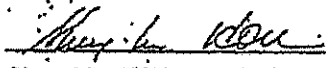


Hsin-I Hsing WJ, Ph. D.
Resident Representative
Taipei Economic and Cultural Office

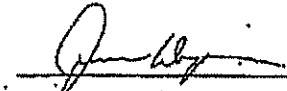


Antonio L. BASILIO
Resident Representative
Manila Economic and Cultural
Office

Witnessed by:



Sheng-Mou HOU, MD, M.P.H.
Minister
Department of Health



Francisco T. DUQUE III, MD, MSc
Secretary
Department of Health

MOU