

平成 29 年 7 月 15 日 (土)
13 時メド 覚書締結時 解禁

MEMORANDUM OF COOPERATION

BETWEEN

THE MINISTRY OF HEALTH, LABOUR AND WELFARE OF JAPAN

AND

THE GOVERNMENT OF MALAYSIA

IN THE FIELD OF HEALTHCARE

THE MINISTRY OF HEALTH, LABOUR AND WELFARE OF JAPAN and **THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Health of Malaysia (hereinafter referred to singularly as the “Participant ” and collectively as “Participants”),

RECOGNISING the existing friendly relations between the two countries;

DESIRING to strengthen and further develop cooperation between the two countries in the field of healthcare;

BEING CONVINCED of the necessity of a lasting and effective cooperation in the interest of both countries; and

BELIEVING that such cooperation would serve their common interests and contribute to the enhancement of the health and social development of the people of both countries,

HAVE REACHED THE FOLLOWING RECOGNITION:

PARAGRAPH 1

OBJECTIVE

The Participants, subject to the terms of this Memorandum of Cooperation and the laws, regulations, rules and national policies in force in each country, endeavour to strengthen, promote and develop healthcare cooperation between the Participants on the basis of equality and mutual benefit.

PARAGRAPH 2
AREAS OF COOPERATION

Each Participant will, subject to the laws, regulations, rules and national policies in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas relating to the field of healthcare:

- (i) public health insurance system and Universal Health Coverage;
- (ii) nutrition;
- (iii) advanced medical technology;
- (iv) pharmaceutical including biologics and traditional medicine product;
- (v) health supplement;
- (vi) cosmetic;
- (vii) cellular and gene therapy product (CGTP);
- (viii) medical devices;
- (ix) disease control and surveillance;
- (x) training of medical and health professionals;
- (xi) medical and health research development; and
- (xii) any other areas of cooperation in healthcare to be mutually decided upon by the Participants.

PARAGRAPH 3
ESTABLISHMENT OF JOINT TECHNICAL WORKING GROUP

1. A Joint Technical Working Group (hereinafter referred to as the “JTWG”) will be established to further elaborate on the details of cooperation, identify projects, programmes and/or activities and to oversee the implementation of this Memorandum of Cooperation.
2. The functions of the JTWG are as follows:
 - (a) to consider ways and means to promote the objective of this Memorandum of Cooperation;
 - (b) to consider the details of the cooperation subject to the Participants’ available resources and capacity;
 - (c) to ensure the proper coordination and implementation of its decisions and/or recommendations;
 - (d) to conduct meetings at appropriate times as means of facilitating and developing collaborative projects, programmes and/or activities;
 - (e) to review the progress of the implementation of all matters concluded between the Participants within the framework of this Memorandum of Cooperation; and
 - (f) to take steps to ensure the active and speedy implementation of the Memorandum of Cooperation.
3. The JTWG will be co-chaired by a representative of each Participant.
4. The composition and procedure of the JTWG will be mutually determined upon by the Participants.

5. The Participant may invite the other Participant to meetings and training events.

PARAGRAPH 4
FINANCIAL ARRANGEMENTS

1. This Memorandum of Cooperation will not give rise to any financial obligation by one Participant to the other.
2. Each Participant will bear its own cost and expenses in relation to the projects, programmes and/or activities under this Memorandum of Cooperation.
3. The financial arrangements to cover expenses for the co-operative activities conducted within the framework of this Memorandum of Cooperation will be mutually decided upon by the Participants on a case-by-case basis subject to the availability of funds and resources.
4. Expenses for organising the meetings of the JTWG will be borne by the Participant hosting the meetings. The Participant, sending its representatives for participation in the meetings of the JTWG, if any, will bear travel and living expenses of its own representatives.

PARAGRAPH 5
SETTLEMENT OF DIFFERENCES OR DISPUTES

Any difference or dispute between the Participants concerning the interpretation, implementation and/or application of any of the contents of this Memorandum of Cooperation will be settled amicably through mutual consultation and/or negotiations between the Participants without reference to any third party or international tribunal.

PARAGRAPH 6

STATUS OF MEMORANDUM OF COOPERATION

This Memorandum of Cooperation 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, 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 7 RIGHTS AND INTERESTS

Notwithstanding anything contained in this Memorandum of Cooperation, where the implementation of cooperation under this Memorandum of Cooperation affects any Participants' rights and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights and confidentiality and secrecy 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 8 REVISION AND MODIFICATION

1. Either Participant may request in writing a revision or modification of all or any part of this Memorandum of Cooperation.
2. Any revision or modification confirmed by the Participants will be reduced into writing and will form part of this Memorandum of Cooperation.
3. Such revision or modification will commence on such date as may be determined by the Participants.

4. Any revision or modification will not prejudice the cooperation under this Memorandum of Cooperation before or up to the date of such revision or modification.

PARAGRAPH 9
COMMENCEMENT, DURATION AND TERMINATION

1. This Memorandum of Cooperation will commence on the date of signing and will continue for a period of three (3) years.
2. This Memorandum of Cooperation may be extended for a further period as may be confirmed in writing by the Participants.
3. Notwithstanding anything in this Paragraph, either Participant may terminate this Memorandum of Cooperation by notifying the other Participant of its intention to terminate this Memorandum of Cooperation by a notice in writing at least three (3) months prior to its intention to do so.
4. The termination of this Memorandum of Cooperation will not affect the implementation of on-going projects, programmes and/or activities which have been confirmed before the date of the termination of this Memorandum of Cooperation.

The foregoing record represents the cooperation shared by the Ministry of Health, Labour and Welfare of Japan and the Government of Malaysia upon the matters referred to therein.

Signed at _____ on this _____ day of _____ in the year _____ in two (2) original texts in the English language.

**FOR THE MINISTRY OF HEALTH,
LABOUR AND WELFARE OF JAPAN**

**FOR THE GOVERNMENT
OF MALAYSIA**

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