

MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF HEALTH, LABOUR AND WELFARE OF JAPAN
AND
THE MINISTRY OF HEALTH AND FAMILY WELFARE
OF REPUBLIC OF INDIA
IN THE FIELD OF HEALTHCARE

The Ministry of Health, Labour and Welfare of Japan and the Ministry of Health & Family Welfare of India, hereinafter referred to as “Participants”

CONSIDERING the positive developments in the relationships between Japan and India, enhanced by high level visits, which confirm a mutual interest in the promotion of stronger ties in the health sector;

RECOGNISING the potential for exchanges in the healthcare sector between the two countries and the need to tap the capabilities and opportunities in a focused and comprehensive manner;

HAVING a mutual interest in the growth of cooperation and partnership, joint initiatives and technology development in the healthcare sector;

INTENDING to implement a cooperation programme in the healthcare sector aimed at developing institutional framework for development of healthcare facilities;

HAVE REACHED the following understanding:

1. OBJECTIVES FOR COOPERATION

The objective of this Memorandum of Cooperation is to establish comprehensive inter-ministerial and inter-institutional cooperation between both Participants in the field of healthcare by pooling technical, scientific, financial and human resources with the ultimate goal of upgrading the quality and reach of human, material and infrastructural resources involved in healthcare, medical education & training, traditional and complementary medicine and research in both countries.

2. AREAS OF COOPERATION

The main areas of cooperation between both Participants will include the following:

- i) Human resource development, such as training programs for medical practitioners, nurses and public health professionals;
- ii) Health financing towards universal health coverage, through sharing of experiences in public health insurance system;
- iii) Healthcare service delivery including technical exchange to improve quality of care;
- iv) Healthcare system governance and management, including sharing of know-how on management of hospitals and community healthcare centers;
- v) Health information systems, including sharing of experiences and technology regarding telemedicine and electronic-health information system;
- vi) Pharmaceuticals and medical devices;
- vii) Health Research;
- viii) Disease Surveillance;
- ix) Traditional Medicines; and
- x) Any other areas as may be mutually decided upon.

3. FUNDING

The financial arrangement to cover expenses for the cooperative activities implemented within the framework of this Memorandum will be mutually decided by the Participants on a case-by-case basis subject to the availability of funds and resources.

4. IMPLEMENTATION

(a) The Participants will set up a Joint Working Group to further elaborate the details of cooperation and to oversee the implementation of this Memorandum. The Working Group will meet at appropriate times/intervals as mutually decided upon by both Participants.

(b) The financial terms of cooperation is based on the principle that each Participant should cover the costs related to its participation in activities based on this Memorandum.

(c) The organization responsible for the implementation of this Memorandum on behalf of the Government of Japan will be the Ministry of Health, Labour and Welfare, Japan and on behalf of the Government of the Republic of India will be the Ministry of Health and Family Welfare, India.

5. INTELLECTUAL PROPERTY RIGHTS

(a) Both Participants share their intention to ensure appropriate protection of Intellectual Property Rights consistent with their respective laws, rules and regulations and other international agreements to which both their countries are parties.

(b) In case a specific program or project under this Memorandum may result in intellectual property, both Participants will make separate arrangement with mutual consent to protect such intellectual property in accordance with their respective laws and regulations.

6. CONFIDENTIALITY OF INFORMATION

Both Participants confirm that neither Participant will disclose nor distribute any confidential information that is supplied to each other in the course of conduct of cooperative activities under this Memorandum to any third party except as and to the extent authorized in writing to do so by the other Participant.

7. REVISION AND MODIFICATION

Either Participant may request in writing a revision or modification of all or any part of this Memorandum. Any revision or modification decided by the Participants will be reduced in writing and will form part of this Memorandum. Such revision or modification will commence on such date as may be determined by the Participants. Any revision or modification will not prejudice the cooperation under this Memorandum prior or up to the date of such revision or modification.

8. RESOLUTION OF ISSUES

Any differences or issues between both Participants concerning the interpretation or implementation of this Memorandum will be settled amicably between both Participants through diplomatic channels.

9. SHARING OF RESEARCH FINDINGS

The result of research and technological development as well as their benefits, derived from cooperation under this Memorandum will be shared between both Participants and, where relevant, other entities participating in such cooperation, in a fair and equitable way in line with arrangements to be mutually decided by both Participants.

10. COMMENCEMENT, DURATION AND TERMINATION

This Memorandum will commence on the date of its signature by both Participants and will continue for five (5) years. The period of co-operation under this Memorandum will be automatically extended for another five (5) years unless either of the Participants notifies to the other, in writing, of its intention to terminate this Memorandum, at least six (6) months before the desired date of termination.

The termination of this Memorandum will not affect the implementation of ongoing activities and programmes which have been decided by both Participants prior to the date of its termination.

The representatives of the Participants have signed this Memorandum, as a non-binding instrument.

SIGNED at Tokyo, Japan on this 1st day of September in the year 2014 in two (2) original texts, in English language.

FOR AND ON BEHALF OF THE
MINISTRY OF HEALTH, LABOUR
AND WELFARE OF JAPAN

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Shinako Tsuchiya
Senior Vice Minister of Health,
Labour and Welfare of Japan

FOR AND ON BEHALF OF THE
MINISTRY OF HEALTH AND
FAMILY WELFARE OF
REPUBLIC OF INDIA

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Deepa Gopalan Wadhwa
Ambassador of India to Japan