

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF AUSTRALIA
ON
COOPERATION IN THE FIELD OF HEALTH AND MEDICINE**

The Government of the Republic of India represented by the Ministry of Health and Family Welfare and the Government of Australia represented by the Department of Health, hereinafter referred to as the 'Participants'

CONSIDERING the positive developments in the relationship between India and Australia, 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 health 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 health sector;

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

HAVE REACHED the following understanding:

1. OBJECTIVES FOR COOPERATION

- (i) The objective of this Memorandum of Understanding (hereinafter referred to as MoU) is to establish comprehensive cooperation between the Participants in the field of health by facilitating policy, technical and scientific exchanges in medical technologies and research to improve the quality of health care and its delivery in each country.
- (ii) The MoU is not intended to create legally binding rights or obligations.

2. AREAS OF COOPERATION

The main areas of cooperation between the Participants may include the following:

- i) Communicable diseases such as malaria and TB;
- ii) Mental health and non-communicable diseases;
- iii) Antimicrobial resistance and responding to public health emergencies;

- iv) Regulation of pharmaceuticals, vaccines and medical devices;
- v) Digital health
- vi) Tobacco Control;
- vii) Any other area of cooperation as may be mutually decided upon.

3. FORMS OF COOPERATION

- (i) Cooperation between the Participants is subject to the availability of personnel and resources and may include as appropriate the following forms:
 - (a) Exchange of public information in the field of health and medicine;
 - (b) Exchange of health/medical experts;
 - (c) Exchange experts for training and development between appropriate institutional entities;
 - (d) Participation in meetings, conferences and policy dialogues.
- (ii) The Participants do not intend to limit implementation of activities under this MoU to their own organizations. In addition to the Participants, other individuals and institutions may contribute to the collaborative efforts intended to be pursued hereunder. These contributors may include individuals and institutions in the public, private and academic sectors, state and local Governments in both countries, and other entities, as identified and mutually determined by the Participants.
- (iii) Should activities under this MoU give rise to intellectual property rights, the participants will, prior to carrying out any such activities, enter into separate arrangement that will specifically provide for the ownership and management of such rights.

4. FUNDING

- (i) The financial arrangement to cover expenses for the cooperative activities undertaken within the framework of this MoU will be mutually decided by the Participants on a case-by-case basis subject to the availability of funds and resources.
- (ii) In principle, the usual funding arrangements will be that the Participant embarking on international travel for joint activities is responsible for the costs incurred in the course of travel, except where otherwise mutually determined, while the meeting costs are to be borne by the host.
- (iii) Nothing in this MoU authorises or is intended to obligate the Participants to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation.

5. IMPLEMENTATION

- (i) The Participants may form a Working Group to further elaborate the details of cooperation and to oversee the implementation of this MoU. The Working Group may meet at appropriate times/intervals as mutually decided upon by the Participants.
- (ii) The organization responsible for the execution of this MoU on behalf of the Government of the Republic of India will be the Ministry of Health and Family Welfare, India and on behalf of the Government of Australia will be the Department of Health, of the Government of Australia.

6. CONFIDENTIALITY OF INFORMATION

The Participants will protect information that is supplied to each other in the course of conduct of cooperative activities under the Memorandum of Understanding. Information provided to any third party must be authorized in writing by the other Participant prior to any information release.

7. REVISION, AMENDMENT AND MODIFICATION

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 in writing and will form part of this MoU. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MoU prior or up to date of such revision, modification or amendment.

8. SETTLEMENT OF DISPUTES

Any differences or disputes between the Participants concerning the interpretation and implementation or application of any of the provisions of this MoU will be settled amicably through diplomatic consultation and negotiation between the Participants.

9. SHARING OF RESEARCH FINDINGS

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

10. EFFECTIVE DATE, VALIDITY AND TERMINATION

This MoU will come into effect on the date of its signature by both Participants and will remain effective for a period of five (5) years. The period of cooperation under this MoU will be automatically extended for another five (5) years unless either of the Participant notifies to the other, in writing, of its intention to terminate this MoU, at least six (6) months before the desired date of termination.

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

SIGNED at NEW DELHI on this 27th day of April in the year 2017 in two (2) original texts, each in the Hindi and English languages, all texts being equally valid. In the case of any divergence in interpretation between the texts, the English text will prevail.

FOR AND ON BEHALF OF THE
GOVERNMENT OF
THE REPUBLIC OF INDIA

FOR AND ON BEHALF OF THE
GOVERNMENT OF AUSTRALIA



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Name: C.K. Mishra
Secretary, Ministry of Health and
Family Welfare, Government of
the Republic of India



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Name: Ms Harinder Sidhu
The Australian High Commissioner
to India, Government of Australia