

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA
ON
COOPERATION IN THE FIELD OF
TRADITIONAL SYSTEMS OF MEDICINE**

THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA (hereinafter referred to as Party or Parties)

WHEREAS

India and The Gambia, recognising the existing friendly relations between the two countries;

Desirous of cooperating in the field of Traditional systems of Medicine;

Desiring to strengthen and further develop cooperation between the two countries in the field of Traditional systems of Medicine;

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 interest and contribute to the enhancement in the above mentioned field and social development of the peoples of both the countries.

HAVE reached the following understanding:

ARTICLE I

OBJECTIVE

The Parties, subject to the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen, promote and develop co-operation in the fields of Traditional systems of Medicine between the two countries on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF COOPERATION

Each Party will, encourage and promote cooperation in the following areas and/or forms:

- (a) Exchanging experience in developing National Policies, Standards and regulations of teaching, practices, drugs and sustainable harvesting of medicinal plants.
- (b) Promoting knowledge, Exchange for training of practitioners, health professionals, scientist, teaching professionals and students.
- (c) Development of joint researches, educational and training programmes; and
- (d) Any other areas and/or forms of co-operation mutually agreed upon subsequently by the Parties.

ARTICLE III

DESIGNATED AUTHORITY

The designated authorities responsible for the implementation of this MOU shall be the Ministry of AYUSH of the Government of Republic of India and National Traditional Medicine Programme, Ministry of Health of the Government of Republic of The Gambia.

ARTICLE IV

IMPLEMENTATION

- (a) This MOU is not intended to confer any binding right or legal obligations on the Parties.
- (b) Each party will identify relevant institutions/ organizations, to participate in the activities under this MOU.
- (c) Cooperative activities undertaken within the frame work of this MOU and their financial arrangements shall be mutually agreed upon by respective Parties on a case-by- case basis subject to availability of funds.

ARTICLE V

PARTICIPATION OF THIRD PARTY

Either Party may invite the participation of a third party in joint activities and/or programmes being carried out under this MOU upon prior written agreement of the other Party. In carrying out such joint activities and programmes, the Parties shall ensure that the third party shall comply with the provisions of this MOU.

ARTICLE VI

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (a) Should the activities under the MOU give rise to intellectual property rights, the Parties shall enter into separate agreements that will specifically provide for ownership, management and commercialization of such rights in line with rules and regulations of each Party and other multilateral agreements to which Parties are party to.
- (b) The Parties may jointly design specific agreements on intellectual property on case-by case basis for the projects, researches and publications.

ARTICLE VII

CONFIDENTIAL INFORMATION

- (a) All information and documents to be exchanged pursuant to the MOU will be kept confidential by the Parties. The Parties will not use the information for purposes other than that specified without the prior written consent of the other party.
- (b) The Parties shall exchange information within the framework of this MOU, subject to the confidentiality provisions contained herein, with the exception of such cases where the national legislation or the Party providing such information, has set restrictions on its use or disclosure.
- (c) Information transmitted by the Parties, in the course of cooperative activities under this MOU, shall be treated as confidential and may not be used for purpose other than those for which it was requested, and shall not be transferred to a third party without the prior written consent of the party that provided such information, during the term of this MOU and after its termination.
- (d) The information resulting from the implementation of the activities pursuant to the agreement/MOU, will be published or divulged to third Parties, only with prior written consent by the other party. The use of the name, logo

and/or official emblem of the Parties on any publication, document and /or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

ARTICLE VIII

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU. The suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE IX

REVISION, MODIFICATION AND AMENDMENT

- (a) Either Party may request in writing a revision, modification or amendment of all or any part of this MOU.
- (b) Any revision, modification or amendment agreed to by the parties shall be in writing and shall form part of this MOU.
- (c) Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- (d) Any revision, modification or amendment shall not prejudice the ongoing activities under this MOU prior or up to the date of such revision, modification or amendment.

ARTICLE X

SETTLEMENT OF DISPUTES

Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels.

ARTICLE XI

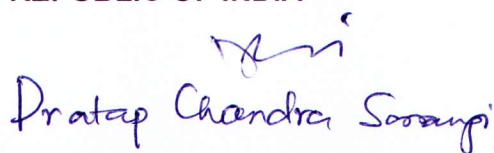
ENTRY INTO FORCE, DURATION AND TERMINATION

- (a) This MOU shall come into force on the date of signing and shall remain in force for a period of five (5) years.
- (b) Thereafter, it shall be automatically extended for a further period of five (5) years.
- (c) Notwithstanding anything in this article, either Party may terminate this MOU by notifying the other Party of its intention to terminate this MOU by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so.
- (d) The termination of this MOU shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this MOU.

IN WITNESS WHEREOF the undersigned being duly authorised thereto have hereunto signed this Memorandum of Understanding.

Done at **Banjul** on **July 31, 2019** in two (2) originals in English and Hindi languages, all texts being equally authentic. In case of any inconsistency, the English text shall prevail.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA**



Pratap Chandra Sarangi

**Minister of State for Micro, Small &
Medium Enterprises, and Fisheries,
Animal Husbandry and Dairying**

**FOR THE GOVERNMENT OF THE
REPUBLIC OF THE GAMBIA**



Dr Ahmadou Samateh

Minister of Health