

MEMORANDUM OF UNDERSTANDING
ON
COOPERATION IN THE FIELD OF HEALTH
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE STATE OF QATAR

The Government of the Republic of India, represented by the Ministry of Health and Family Welfare and the Government of the State of Qatar, represented by the Ministry of Public Health, referred to hereinafter as the "Parties";

In support of the bilateral relations, friendship and cooperation between the two countries, recognizing the importance of public health and improving health services for current and future generations and believing that public health service is a regional issue that can be facilitated through close cooperation at the international and regional level, and desiring to cooperate in the field of health;

Have agreed as follows:

ARTICLE (1)

Areas of Cooperation

The Parties shall promote and develop mutual cooperation in the field of health based on equality, reciprocity and mutual benefit. The Parties shall cooperate in the field of health, which includes but not limited to the following:

1. Occupational and environmental health;
2. Pharmaceuticals;
3. Medical education;
4. Exchange of the best practices in the field of primary health care;
5. Cooperation and exchange of the expertise and information in the field of organ transplant;
6. Coordinate as much as possible to enhance their joint efforts with the international health entities like the World Health Organization (WHO);
7. Research in health areas of reproductive, maternal, neonatal and child health;
8. Virtual health initiatives; and
9. Any other forms of cooperation agreed upon by both Parties.

ARTICLE (2)

Objectives

To achieve the objectives of this Memorandum, the Parties shall cooperate in the following areas:

1. Research in the field of healthcare technology and healthcare systems, and the researches relating to implementing the primary healthcare systems;
2. Standardization of health information systems and epidemiology to include communication, statistical methods and exchange of information;
3. Exchange of information related to health programs in both countries as well as exchange of scientific and medical articles and magazines;
4. Commitment to quality, specifications and healthcare standards when providing services;

5. Research and exchange of information related to health impact of environment including occupational environment;
6. Any other areas, important or emergent, agreed upon by the Parties.

ARTICLE (3)

Forms of Cooperation

Taking into consideration the health priorities of each country, the cooperation emerging from this Memorandum can take any of the following forms:

1. Exchange of scientists, medical officers, medical experts, as well as the scientists' participation in the medical scientific activities organized by both countries;
2. Exchange of information on experts in the health field and best practices in the field of healthcare;
3. Provide and facilitate opportunities for graduate studies and professional training programs for Qataris;
4. Commitment to exchange and development of medical laws;
5. The parties shall Coordinate their effort to identify institutions of National Excellence to take the collaboration forward. The funding arrangements for such cooperation will be based on bilateral basis between the Parties by the respective institutions for taking forward the collaboration; and
6. Any other forms of cooperation agreed upon by the Parties.

ARTICLE (4)

Financing

The Parties agree that the activities referred to in this Memorandum shall be funded with funds allocated under the respective budgets available for each Party, according to the local applicable laws

in each country. Each Party shall cover the expenses of its participation.

ARTICLE (5)

Supervision and Follow-up

1. To provide adequate supervision and coordination for the activities specified in this Memorandum and ensure optimal conditions for their execution, the Parties shall establish a Joint Working Group composed of representatives from both Parties.
2. The Working Group shall hold its meetings, alternately in each country, at least once a year.
3. The Ministry of Health and Family Welfare of the Republic of India and the Ministry of Public Health in the State of Qatar shall be responsible for implementing the present Memorandum of Understanding in their respective countries.

ARTICLE (6)

Intellectual Property Rights

1. The Parties shall ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, in accordance with the National Laws of the respective countries under this Memorandum, and the international agreements to which both countries are Parties.
2. Either Party may use the information, and the results of the exchange of specialists, or experts, or Government officials, or workshops, or joint forums, or joint research projects for

such purposes and subject to such terms as each Party may specify, only after obtaining the prior written consent of the competent authorities of the other Party.

ARTICLE (7)

Effective Law

The terms and conditions of this Memorandum shall be implemented in accordance with the local effective laws in both countries and without prejudice to the international obligations of each party.

ARTICLE (8)

Settlement of Disputes

Any dispute or differences arising between the Parties relating to the interpretation or the implementation of this Memorandum shall, amicably, be settled through negotiations and consultation between the Parties.

ARTICLE (9)

Amendment

This Memorandum or any of its provisions may be amended by mutual written consent of the two Parties. Such amendment shall enter into force in accordance with the same procedures stated in Article (10) of this Memorandum.

ARTICLE (10)

Effectivity

1. This Memorandum shall enter into force on the date of the receipt of the last written notification by the Parties notifying each other, through diplomatic channels, of the completion of their internal legal procedures required for this Memorandum to enter into force.

2. This Memorandum shall remain valid for a period of (3) years and shall automatically be renewed for further similar terms unless either Party notifies the other in writing, through diplomatic channels, of its intention to terminate this Memorandum, at least (3) months prior to the date of its termination or expiry.
3. Should this Memorandum expire or be terminated, all obligations arising from it or any dealing undertaken in accordance with its provisions and agreed by the two Parties, shall remain effective and binding until these obligations agreed by the two Parties, are completed.

Inwitness whereof, the undersigned duly authorized by their respective Governments have signed this Memorandum.

This Memorandum of Understanding is signed at Doha on 05 June 2016 Hijri, corresponding to ____/____/20____AD in two original copies, each in Hindi, Arabic and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.



For
The Government of the
Republic of India
The Ministry of Health
and Family Welfare



For
The Government of the
State of Qatar
The Ministry of Public Health