

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH AND FAMILY WELFARE OF THE REPUBLIC OF INDIA
AND
THE MINISTRY OF HEALTH OF THE HASHEMITE KINGDOM OF JORDAN
ON
COOPERATION IN THE FIELD OF HEALTH AND MEDICAL SCIENCE

The Ministry of Health and Family Welfare of the Republic of India and Ministry of Health of the Hashemite Kingdom of Jordan, hereinafter referred to as the "Parties",

CONSIDERING the positive developments in the relationships between Jordan 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 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 institutional framework for development of healthcare facilities;

HAVE REACHED the following understanding:

Article I

OBJECTIVES FOR COOPERATION

The objective of the Memorandum of Understanding (hereinafter referred to as "MoU") is to establish and encourage cooperation in the fields of health, medical science, medical education and research on the basis of equality and mutual benefits in accordance with respective legislations and regulations of both Parties.

Article II

AREAS OF COOPERATION

The Parties intend to cooperate in the following fields:

- (i) Universal Health Coverage (UHC);
- (ii) Health System Governance;
- (iii) Services and Information Technology in Health;
- (iv) Health Research;
- (v) National Health Statistics;
- (vi) Health Finance and Health Economy;
- (vii) Chronic Disease Control;
- (viii) Tobacco Control;
- (ix) Diagnosis, Treatment and Medication in Tuberculosis;
- (x) Regulation of Pharmaceuticals and Medical Devices; and
- (xi) Any other area of cooperation as may be mutually decided upon.

Article III

FORMS OF COOPERATION

The Cooperation between the Parties will be carried out through:

- (i) Exchange of information/expertise/experts in the field of Health and Medicine;
- (ii) Exchange visits of medical teams;
- (iii) Any other forms of cooperation as may be mutually agreed upon.

Article IV

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 both the Parties in accordance with their contribution in research work and where relevant, with other entities, participating in such cooperation in accordance with the provisions to be mutually decided by the Parties.

Article V

INTELLECTUAL PROPERTY RIGHTS

1. Both Parties agree 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 party.

2. If either of the Party wishes to disclose confidential data and/or information submitted by the other Party or resulting from cooperative activities under this MoU to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.
3. In case any specific agreement, program, or project results in intellectual property, the Parties shall conclude separate arrangement to protect such intellectual property in accordance with their respective laws and regulations.
4. Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. 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.
5. In case of research results obtained through joint activities under this MoU both parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

Article VI

IMPLEMENTATION

The Parties will set up a working group consisting of 3 members from each side to further elaborate the details of cooperation and to oversee the implementation of this MoU. The working group will meet at appropriate times/ intervals as mutually decided upon by the Parties.

Article VII

FUNDING

The financial arrangement to cover expenses for the cooperative activities undertaken within the framework of this MoU will be as follows:

- (a) For the experts and specialists pursuant to Article II and Article III of this MoU:
The sending Party shall bear all expenses including travel costs, accommodation, meals and rewards (if applicable).

- (b) For the trainees pursuant to Article II and Article III: The sending Party shall bear travel costs, accommodation and meals, and the hosting Party shall bear training fees.
- (c) For the meetings of the working groups, pursuant to Article VI of this MoU: Each Party should cover the costs related to its participation.
- (d) The financial arrangement to cover any other expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be mutually decided by the Parties on a case-by-case basis subject to availability of funds and resources.

Article VIII

REVISION, AMENDMENT AND MODIFICATION

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

Article IX

SETTLEMENT OF DISPUTES

Any differences or disputes which may arise during the interpretation and implementation or application of any of the provisions of this MoU shall be settled amicably between the Parties through diplomatic channels.

Article X

ENTRY INTO FORCE, VALIDITY AND TERMINATION

This MoU shall enter into force on the date of its signature, and shall remain in force for a period of 5 (five) years and shall be automatically extended for another 5 (five) years, unless either Party gives at least 6 (six) months' written prior notice to the other Party, through diplomatic channels, of their intention to terminate the MoU.

Termination of this MoU will not affect the implementation of ongoing activities and programme which have been decided by the Parties prior to the date of the termination of this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this MoU.

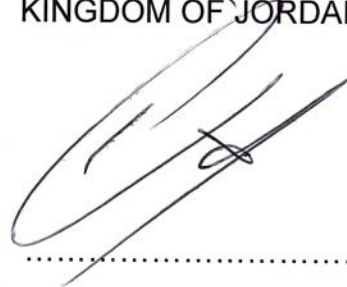
SIGNED in New Delhi on this 1st day of March in the year 2018 in three (3) original texts, in the Arabic, Hindi and English languages, all texts being equally authentic. In case of any divergence in interpretation between any of the texts, the English text shall prevail.

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA



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FOR THE HASHEMITE
KINGDOM OF JORDAN



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