

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

The Government of the Republic of India as represented by the Ministry of Health and Family Welfare and the Government of the Republic of Maldives as represented by the Ministry of Health and Gender, hereinafter referred to as "Parties"

**CONSIDERING** the positive developments in the relationships between India and Maldives, 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:

**1. OBJECTIVES FOR COOPERATION**

The objective of this Memorandum of Understanding (hereinafter referred to as MoU) is to establish comprehensive inter-ministerial and inter-institutional cooperation between both Parties in the field of health 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 health care, medical education & training, traditional and complementary medicine and research in both countries.

## 2. AREAS OF COOPERATION

The main areas of cooperation between the two Parties will include the following:

- i) Exchange & training of medical doctors, officials, other health professionals and experts;
- ii) Assistance in development of human resources and setting up of health care facilities;
- iii) Medical and health research development;
- iv) Management of healthcare sector and public health services;
- v) Procurement of generic and essential drugs and assistance in sourcing of drug supplies;
- vi) Health promotion and disease prevention;
- vii) Traditional and complementary Medicine;
- viii) Telemedicine; and
- xi) Any other area of cooperation as may be mutually decided upon.

## 3. FUNDING

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

## 4. IMPLEMENTATION

(a) The Parties will set up a Working Group 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.

(b) The sending Party shall pay for the travel of expert(s) to and from the capital city of the host Party. The host Party shall pay for local hospitality relating to internal travel, food, accommodation and incidental expenses in connection with the visit in its own country. The host Party will provide medical care free of charge for the visitors sent according to the Agreement on cooperation in cases of occurrence of accident or illness during their stay in the host country.

(c) 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 the Republic of Maldives will be the Ministry of Health and Gender, Maldives.

## **5. INTELLECTUAL PROPERTY RIGHTS**

(a) 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.

(b) In case specific agreement, program, or project may results in intellectual property, the Parties shall conclude separate arrangement to protect such intellectual property in accordance with their respective laws and regulations.

## **6. CONFIDENTIALITY OF INFORMATION**

The Parties accept that neither Party will disclose or distribute any confidential information that is supplied to each other in the course of conduct of cooperative activities under the MoU to any third party except as and to the extent authorized in writing to do so by the other Party.

## **7. 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 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 date of such revision, modification or amendment.

## **8. SETTLEMENT OF DISPUTES**

Any differences or disputes between the Parties concerning the interpretation or implementation of any of the provisions of this MoU will be settled amicably between the Parties 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 MoU will be shared between the Parties 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 Parties.

10. EFFECTIVE DATE, VALIDITY AND TERMINATION

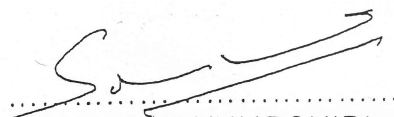
This MoU will be effective on the date of its signature by both Parties and will remain effective for five (5) years after which the Parties may renew it by written concurrence for further period of five years, unless either of the Party issues a written notice to other of its intention to terminate it, at least three (3) months before Expiry of the MoU.

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

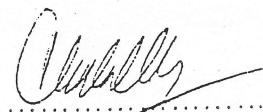
IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Parties, have signed this MoU.

SIGNED at New Delhi on this 2<sup>nd</sup> day of January in the year 2014 in original text in the English language.

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

  
.....  
(SALMAN KHURSHID)  
Minister of External Affairs

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

  
.....  
(DR. MARIYAM SHAKEELA)  
Minister of Health and Gender