

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH
OF THE ITALIAN REPUBLIC
AND
THE MINISTRY OF HEALTH AND FAMILY WELFARE
OF THE REPUBLIC OF INDIA
ON
COOPERATION IN THE FIELD OF HEALTH AND MEDICAL SCIENCES**

The Ministry of Health of the Italian Republic and the Ministry of Health and Family Welfare of the Republic of India, hereinafter referred to as the “Parties”

CONSIDERING the positive developments in the relationships between India and Italy, 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 the 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, and research in both countries.

2. AREAS OF COOPERATION

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

- (a) Exchange & training of medical doctors, officials, other health professionals and experts;
- (b) Assistance in development of human resources and setting up of health care facilities;
- (c) Short term training of human resources in health;

- (d) Regulation of pharmaceuticals, medical devices and cosmetics and exchange of information thereon;
- (e) Promotion of business development opportunities in pharmaceuticals;
- (f) Procurement of generic and essential drugs and assistance in sourcing of drug supplies;
- (g) Procurement of health equipment and pharmaceutical products;
- (h) Collaboration in the prevention of NCDs of mutual interest, such as neurocardiovascular diseases, cancer, COPDs, mental health and dementia, with an emphasis on SDG3 and related factors;
- (i) Collaboration in the field of climate change impact on communicable diseases and vector borne diseases;
- (j) Nutritional aspects of food intake, including malnutrition (overnutrition and undernutrition) in the light of the SDG2 and organization of nutritional services;
- (k) Safety of production, transformation, distribution and food delivery;
- (l) Research and training of food industry operators;
- (m) Information and communication to citizens on hygiene and food safety and healthy eating habits; and
- (n) Any other area of cooperation as may be mutually decided upon.

3. FUNDING

The financial arrangement to cover possible 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. In any case, inherent costs will be borne by the Parties in conformity with their respective national legislation and without any additional costs for their ordinary State Budgets.

4. IMPLEMENTATION

- (a) The implementation of this MoU and all the activities pursuant to it shall be subject to the respective legislation of each Party, without prejudice to the obligations under any regional or international applicable instruments.
- (b) 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.
- (c) The financial terms of cooperation is based on the principle that each Party should cover the costs related to its participation in activities based on this MoU.
- (d) 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 Italian Republic Government will be the Ministry of Health.

5. INTELLECTUAL PROPERTY RIGHTS

- (a) The Parties shall agree to ensure the protection of Intellectual Property Rights through the conclusion of separate agreements in accordance with the national legislation of their states and other multilateral agreements to which the Parties are Party to.
- (b) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for the grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- (c) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will be jointly owned by the Parties.
- (d) 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.
- (e) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

6. CONFIDENTIALITY OF INFORMATION

- (a) 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.
- (b) Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- (c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.

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 mutual responsibilities arising from or based on this MoU prior or up to date of such revision, modification or amendment.

8. INTERPRETATION AND IMPLEMENTATION

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

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 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 shall remain effective for a period of five (5) years. The period of cooperation under this Memorandum will be automatically extended for another five (5) years unless either of the Party 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 Parties prior to the date of the termination of this MoU.

DONE at New Delhi on this 29th day of November in the year 2017 in two (2) originals, both in the English language.

For the Ministry of Health of the
Italian Republic

Beatrice Lorenzin

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

Shri Jagat Prakash Nadda