BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF MALAYSIA ON COOPERATION IN THE FIELD OF HEALTH

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THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES as represented by the Department of Health of the Republic of the Philippines and THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Health, (here in after referred to singularly as "the Participant" and collectively as "the Participants"),

RECOGNISING the existing friendly relations between the two countries;

DESlRING to strengthen and further develop cooperation between the two countries in the field of health;

CONVINCED of the need to advance cooperation in the field of health on the basis of reciprocity and mutual benefit for both country; and

MINDFUL of the importance of health and nutrition for the development and upliftment of communities.

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Paragraph 1
OBJECTIVE

The Participants, subject to the provisions of this Memorandum of Understanding and the laws, regulations, rules and national policies from time to time in force in each country, jointly decide to promote and develop cooperation between the Participants in the field of health on the basis of equality and mutual benefit.

Paragraph 2
AREAS OF COOPERATION

Each Participant, subject to the laws, regulations, rules and national policies from time to time in force governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote cooperation in the following areas:

(a)

primary healthcare and reproductive health;

(b)

health education;

(c)

human resources for health development;

(d)

nutrition;

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(e)

exchange information on issues related to food safety and quality including but not limited to rapid alert systems related to imported products;

(f)

prevention and control of communicable diseases;

(g)

prevention and control of non·-communicable disease;

(h)

regulatory control of pharmaceuticals, traditional medicines, herbal medicine, health supplement,; and cosmetics-products;

(i)

medical devices;

(j)

health tourism;

(k)

health researches;

(l) healthcare services; and

(m)

any other areas of co-operation relating to health to be mutually agreed upon by the Participants.

Paragraph 3
FINANCIAL ARRANGEMENT

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be jointly decided by the Participants on a case-by-case basis subject to the availability of funds and resources.

Paragraph 4
JOINT TECHNICAL WORKING GROUP

1.

A Joint Technical Working Group (JTWG) will be established to further elaborate on the details of cooperation and to oversee, monitor and evaluate the implementation of this Memorandum of Understanding.

2.

The JTWG will consist of representatives from both Participants to facilitate the implementation of this Memorandum of Understanding. Each Participant will designate a co-chairman and members to the Joint Committee.

3. The JTWG will:

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(a) Formulate the implementing arrangements;

(b)

Coordinate and implement activities and programmes in its own country;

(c)

Conduct regular meetings as means of facilitating and developing collaborative activities;

(d)

Study and consult on specific issues when required;

(e)

Exchange information and documentation; and

(f) Establish contact points.

4.

The Participants may invite one another to their scientific meetings and/or training events.

5.

The Participants agree to notify one another of changes in their respective legislation, operational policies, practices and procedures relating to matters covered by this Memorandum of Understanding, and which might impact their ability to cooperate as intended by this Memorandum of Understanding

Paragraph 5
IMPLEMENTATION

The implementation of the areas of cooperation as specified in paragraph 2 of this Memorandum of Understanding will be subject to specific written arrangements to be jointly developed, decided and agreed by the Participants within the framework of this Memorandum of Understanding.

Paragraph 6
CONFIDENTIALITY

1.

Each Participant shall undertake to observe the secrecy and confidentiality of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2.

Both Participants agree that the provisions of this Paragraph shall survive the expiry or the termination of this Memorandum of Understanding.

Paragraph 7
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1.

The protection of intellectual property rights skill be enforced in conformity with the respective national laws,

rules and regulations ot the Participants and with other international agreements signed by both Participants.

2.

The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.

3.

Notwithstanding paragraph 1, any technological product and service development, and research carried out separately by a Participant shall be owned solely by the same. Ownership of researches and/or developments obtained through joint effort of the Participants shall be mutually agreed upon by the Parties on case-to-case

Paragraph 8

SETTLEMENT OF DISPUTES

Any difference or dispute between the pa1ticipants concerning the interpretation a1,d/or implementation and/or application of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Participants, through diplomatic channels, without reference to any third party or international tribunal.

Paragraph 9

SUSPENSION

Each Participant 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 Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Participant through diplomatic channels.

Paragraph 10

EFFECTS OF MEMORANDUM OF UNDERSTANDING

1.

This Memorandum of Understanding serves only as a record of the Participants· intention and does not constitutes or create, and is not intended to constitute m- create obligations under domestic or international law and will not be deemed to constitute or create any legal binding or enforceable obligations, express or implied.

2.

Notwithstanding anything in subparagraph 1, Paragraph 6 (Confidentiality), Paragraph 7 (Protection of intellectual Property Rights), Paragraph 8 (Settlement of Disputes), Paragraph 9 (Suspension} and Paragraph 11 (Revision, Modification and Amendment} shall be binding on the Participants.

Paragraph 11

REVISION, MODIFICATION AND AMENDMENT

1.

Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

2.

Any revision, modification or amendment agreed to by the Participants shall be reduced into writing and shall form part of this Memorandum of Understanding.

3.

Such revision, modification or amendment shall come into effect on such date as may be determined by the Participants.

4.

Any revision, modification or amendment shall not be prejudice the rights and obligations arising from or Based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

Paragraph 12

ENTRY INTO EFFECT, DURATION AND TERMINATION

1.

This Memorandum of Understanding shall enter into effect on the last notification date on which either Participant has notified in writing througi1 diplomatic channels that their respective requirements for the entry into effect of this Memorandum of Understanding have been complied with.

2.

This Memorandum of Understanding may be extended for a further period as may he decided in writing by the Participants.

3.

Notwithstanding anything in this paragraph, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice m writing through diplomatic channels, at least six (6) months prior to its intention to do so.

4.

The termination of this Memorandum of Understanding will not affect the implementation of on-going programs and activities, which have been decided upon before the date of the termination of the Memorandum of Understanding.

SIGNED in duplicate at Putrajaya, Malaysia on this 31st day of July in the year of 2019 in two (2) original copies in English languages.

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