

**2012 MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENTS OF THE MEMBER STATES OF THE ASSOCIATION
OF SOUTHEAST ASIAN NATIONS (ASEAN) AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA ON
HEALTH COOPERATION**

Adopted in Phuket, Thailand on 6 July 2012

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The Governments of Brunei Darussalam, The Kingdom of Cambodia, The Republic of Indonesia, The Lao People's Democratic Republic, Malaysia, The Republic of the Union of Myanmar, The Republic of the Philippines, The Republic of Singapore, The Kingdom of Thailand, and The Socialist Republic of Viet Nam, collectively being Member States of the Association of Southeast Asian Nations (ASEAN), and the Government of the People's Republic of China, hereinafter referred to as the "Parties".

CONSIDERING health cooperation as an important factor for the development of the ASEAN Community on its three pillars, namely: political-security community, economic community, and socio-cultural community;

INTENDING to strengthen the development partnership in health cooperation among Parties to ensure that the people of their countries are healthy in mind and body and living in harmony in a safe environment;

DESIRING to promote cooperation between the Parties in the field of health and medical science based on the principles of equality, mutual benefits, mutual respect and mutual understanding between the Parties;

PURSUANT to the prevailing laws and regulations of the respective Parties;

Have reached the following understanding:

**ARTICLE I
OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding hereinafter referred to as "this MoU", and the prevailing laws, rules, and regulations of the Parties, and national policies in each country, shall strengthen health cooperation between the Parties.

**ARTICLE II
AREAS OF COOPERATION**

The Parties shall give priority to the exchange and cooperation in the following areas:

- a. Prevention and control of communicable diseases;

- b. Public health emergency response mechanism and capacity for mitigating health impacts of natural disasters;
- c. Prevention and control of non-communicable diseases;
- d. Food safety and rapid alert system;
- e. Human resources development for health;
- f. Traditional medicine development;
- g. Pharmaceutical development, including vaccine;
- h. Other fields that may be agreed to by the Parties

The cooperation between the Parties under this MoU shall be carried out through the following mechanisms:

- a. Sharing of information and experiences;
- b. Jointly organise conferences, fora and workshops;
- c. Training of health and medical personnel;
- d. Mutual visits of medical experts and other health care workers;
- e. Joint research projects;
- f. Other mechanisms that shall be agreed to by the Parties

ARTICLE III IMPLEMENTATION

The implementation of each project or activity under this MOU shall be carried out through an implementing arrangement agreed upon by the Parties.

In case of any inconsistency between the provisions of an implementing arrangement and this MoU, the provisions of this MoU shall prevail.

Nothing in this MoU, nor any cooperation act or activity carried out pursuant to this MoU should prejudice the positions of the Parties with regard to any unsettled dispute concerning sovereignty or other rights over territory.

The coordination, monitoring and review of the cooperation activities between the Parties shall be done by ASEAN Senior Officials Meeting on Health Development (SOMHD) and the Ministry of Health of the People's Republic of China and reported to the ASEAN-Plus China Health Ministers Meeting on a regular basis.

Any facility furnished by each Party for the implementation of this MoU, such as but not limited to the entry into and exit from the territories of personnel and commodities of the Parties directly engaged in the activities under this MoU; exemption of taxes and custom duties, shall be in accordance with the prevailing laws and regulations of the facilitating Party.

ARTICLE IV CONFIDENTIALITY

The treatment of confidential information during and after the effectivity of this MoU shall be provided in the implementing arrangement.

ARTICLE V PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The treatment of intellectual property rights during and after the effectivity of this MoU shall be provided in the implementing arrangement.

The provisions of this Article shall be carried out in accordance with the applicable laws, rules, regulations and national policies of the Parties.

ARTICLE VI TRANSFER OF MATERIAL, BENEFIT SHARING, AND THE PROTECTION OF GENETIC RESOURCES AND TRADITIONAL KNOWLEDGE

The treatment of material transferred, benefit sharing, and the protection of genetic resources and traditional knowledge created or furnished in activities under this MoU shall be provided in the implementing arrangement.

The provisions of this Article shall be carried out in accordance with the prevailing laws, rules, regulations and national policies of the Parties.

ARTICLE VII FINANCIAL ARRANGEMENT

The financial arrangement of activities shall be based on consensus by the Parties.

ARTICLE VIII LEGAL CONTINUITY

This MoU shall not affect any rights and obligations provided under any bilateral agreement between any ASEAN Member State and the People's Republic of China.

ARTICLE IX CODE OF CONDUCT

All persons engaged in activities related to this MoU shall respect the political independence, sovereignty, and territorial integrity, as well as the laws and regulations, of the Parties.

ARTICLE X DISPUTE SETTLEMENT

Any difference or dispute which arises between the Parties with regard to the interpretation or application of the provisions of this MoU and/or implementing arrangement shall be resolved by means of amicable negotiations and consultations within the ASEAN-China Senior Officials Meeting on Health Development.

ARTICLE XI AMENDMENT

A Party may request in writing the other Party an amendment of any part of this MoU.

Any amendment agreed to by consensus by the Parties shall be made in writing and shall form an integral part of this MoU.

Such amendment shall come into force on such date as may be determined by the Parties.

ARTICLE XII DEPOSITORY

The ASEAN Secretariat shall be the Depository for this MoU.

The original copy of this MoU shall be deposited with the Depository.

ARTICLE XIII ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU shall enter into force on the date of the last notification by which the Parties have notified the Depository in writing that they have satisfied their internal procedure. It shall remain in force for a period of five (5) years and may be extended for another five-year period, signified by a written agreement of the Parties.

This MoU may be terminated at any time by written agreement of all the Parties, or by withdrawal of either all ASEAN Member States or the People's Republic of China, upon 180 days written notice to the Depository.

Any Party may withdraw from this MoU by giving the Depository ninety (90) days prior written notice. This notice period shall commence as from the date of receipt by the Depository of the notice of withdrawal.

Termination of this MoU or withdrawal by any Party shall not affect its rights or obligations relating to the implementation of any cooperative activity carried out under this MoU which has not been completed at the time of its termination of, or withdrawal from this MoU.

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

SIGNED at Phuket, Thailand, this 6th day of July in the Year of 2012, in two original copies, one in the English language and one in the Chinese language. In case of any divergence of interpretations, between the English language text and the Chinese language text, the English language text shall prevail.

For the Government of the People's Republic of China:

H.E. PROF. HUANG JIEFU

Vice Minister of Health

For the Government of Brunei Darussalam:

H.E. PEHIN DATO ADANAN YUSOF

Minister of Health

For the Government of The Kingdom of Cambodia:

H.E. DR. MAM BUNHENG

Minister of Health

For the Government of The Republic of Indonesia:

H.E. NAFSIAH MBOI, MD, PED, MPH

Minister of Health

For the Government of The Lao People's Democratic Republic:

H.E. PROF. DR. EKSAVANG VONGVICHIT

Minister of Health

For the Government of Malaysia:

H.E. DATO' SRI LIOW TIONG LAI

Minister of Health

For the Government of The Republic of the Union of Myanmar:

H.E. PROF. DR. PE THET KHIN

Union Minister for Health

For the Government of The Republic of the Philippines:

H.E. DR. ENRIQUE T. ONA

Secretary of Health

For the Government of The Republic of Singapore:

H.E. GAN KIM YONG

Minister for Health

For the Government of The Kingdom of Thailand:

H.E. WITTAYA BURANASIRI

Minister of Public Health

For the Government of The Socialist Republic of Viet Nam:

H.E. ASSOC. PROF. DR. NGUYEN THI KIM TIEN

Minister of Health