

**MEMORANDUM OF UNDERSTANDING  
ON HEALTH COOPERATION  
BETWEEN**

**THE FOOD AND HEALTH BUREAU OF THE  
GOVERNMENT OF THE HONG KONG SPECIAL  
ADMINISTRATIVE REGION OF THE  
PEOPLE'S REPUBLIC OF CHINA**

**AND**

**THE SECRETARY OF STATE FOR HEALTH FOR THE  
GOVERNMENT OF THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND**

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Bearing in mind that both the Hong Kong Special Administrative Region of the People's Republic of China and the United Kingdom of Great Britain and Northern Ireland are facing the challenges of providing high quality healthcare to their residents in the context of ageing populations, emerging and re-emerging diseases and the growing burden of non-communicable disease;

Recognising that existing health collaboration is benefiting both places through sharing expertise and developing and strengthening mutual cooperative relationships;

The Food and Health Bureau of the Hong Kong Special Administrative Region of the People's Republic of China and the Secretary of State for Health for the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter collectively referred to as the "Participants" and individually referred to as "Participant") wish to extend their cooperation as set out in this Memorandum of Understanding (MoU):

## **1. COMMON OBJECTIVES**

1.1 The Participants share the common objectives of further developing and strengthening health cooperation in accordance with the provisions of this MoU and within their respective available resources.

1.2 This MoU is made and implemented subject to each Participant's domestic laws and regulations, and will not prejudice either Participant's rights and obligations under any existing and future agreements or arrangements with other parties.

## **2. AREAS OF CO-OPERATION**

2.1 Subject to their respective available resources, the Participants seek to facilitate cooperation and the exchange of information and views in the following areas:

(i) **Healthcare policy, including:**

- a. primary care delivery models;
- b. non-communicable diseases including the care of older people with dementia;
- c. use of technology in healthcare in supporting different service delivery models;
- d. design and development of new hospitals and redevelopment of existing hospital facilities;
- e. sharing of experience on the regulation of traditional medicines;
- f. regulatory mechanisms relating to medicinal products and medical devices for human use; and

(ii) **Health protection, including on antimicrobial resistance (AMR), and laboratory aspects of the prevention and control of infectious diseases.**

2.2 Additional fields of cooperation may be jointly determined by the Participants with respect to the interests and resources of both Participants.

### **3. CONFIDENTIALITY**

3.1. Each Participant will maintain the confidentiality of any information communicated to it in confidence, or marked or specified to be confidential, under this MoU, except where its disclosure (in whole or in part) is expressly authorized by the originating Participant, and subject to the overriding statutory and other legal obligations governing the confidentiality of such information.

### **4. MODES OF COOPERATION**

4.1 Subject to their respective available resources, the Participants intend to cooperate in the following modes:

- (i) the facilitation of research, education and experience sharing activities;
- (ii) the exchange and visits of healthcare professionals;
- (iii) the organisation of joint conferences and seminars;
- (iv) the exchange of information on healthcare and related issues, including but not limited to relevant policy documents and research papers, where the Participants

- have the rights to share such information; and
- (v) the encouragement and facilitation of communication and collaboration between appropriate public organisations of the two sides.

4.2 Additional modes of cooperation may be jointly determined by the Participants with respect to the interests and resources of both Participants.

## **5. ADMINISTRATIVE ARRANGEMENTS**

5.1 This MoU is not intended to confer legal rights or obligations or to impose commercial responsibilities or obligations on either Participant. Nothing in this MoU will affect or alter any existing agreements or arrangements between the Participants.

5.2 The details of collaboration are subject to such provisions which will be further discussed and, where appropriate, accepted by the Participants in the implementation of this MoU.

5.3 The provisions of this MoU do not constitute any financial obligation for either Participant to cover any costs relating to its application which are incurred by the other Participant.

5.4 Any dispute between the Participants arising from the interpretation, application or implementation of any provision of this MoU will be settled amicably through consultation between the Participants.

5.5 This MoU may be amended at any time by written mutual consent of the Participants.

## **6. PERIOD OF VALIDITY AND TERMINATION**

6.1 This MoU will come into effect on signature and will continue in operation for five years. Thereafter, it may be extended by written mutual consent of the Participants.

6.2 This MoU may be terminated before the end of the five year period by either Participant giving six months' written notice to the other. The Participants will discuss and determine the resolution of any outstanding matters under this MoU.

Signed in duplicate in English at London on the 15<sup>th</sup> day of October 2015.



Dr Ko Wing Man, Secretary for  
Food and Health

For the Food and Health Bureau of  
the Government of the Hong Kong  
Special Administrative Region of  
the People's Republic of China



Jane Ellison, Parliamentary Under  
Secretary of State for Public Health

For the Secretary of State for Health  
for the Government of the United  
Kingdom of Great Britain and  
Northern Ireland