

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
ON
A HEALTH AND LIFE SCIENCES PARTNERSHIP

1. BACKGROUND

- 1.1. The Government of the Republic of India (elsewhere in this document referred to by the conventional short form "India"), and the Government of the United Kingdom of Great Britain and Northern Ireland (elsewhere in this document referred to by the conventional short form: "United Kingdom") hereinafter jointly referred to as the "Participants" and individually as a "Participant", are important strategic partners with strong linkages in the fields of health and life sciences.
- 1.2. In recognition of this, the Participants have decided to establish a platform for mutual benefit of collaboration in this area going forward by signing a Memorandum of Understanding (hereinafter referred to as "MoU").

2. IMPLEMENTATION / ADMINISTRATION

- 2.1 The Participants authorise that the following organisations are the designated agencies for the implementation of this MoU:
 - 2.1.1 In India, the Ministry of Health and Family Welfare of the Government of the Republic of India is the federal executive branch agency responsible for organising and preparation of plans and policies aimed at promotion, prevention and care for health in India.
 - 2.1.2 In England, the Department of Health and Social Care exists to improve the health and wellbeing of people in England. In Scotland, the Scottish Government's Health and Social Care Directorates exists to ensure the delivery of the highest quality healthcare services for the people in Scotland. In Northern Ireland, the Department of Health promotes an integrated system of health and social care designed to secure improvement in the physical and mental health and social well-being of people in Northern Ireland. In Wales, the Health and Social Services Group is responsible, among other things, for promoting, protecting and improving the health and well-being of everyone in Wales, leading efforts to reduce inequalities in health, and making available a comprehensive, safe, effective and sustainable National Health Service.

3. PURPOSE AND OVERVIEW

- 3.1 The purpose of this arrangement is to strengthen collaboration between the Participants and to strengthen partnerships in the health technology and innovation sectors between India and the United Kingdom.
- 3.2 This MoU establishes a voluntary arrangement under which the Participants do not intend to create any legally and financially binding commitments or obligations between them. However, the Participants intend to strengthen the exchange of knowledge and expertise between Governments, Governmental Agencies and State Governments to enhance the efficiency and effectiveness of their respective roles.
- 3.3 Subject to the paragraph 4, the Participants will exchange information on health-related issues over which they both have jurisdiction under their respective legislation, regulations or guidelines. The MoU specifies a number of aspects of the arrangement between the Participants, to fulfil these general objectives as explained in Schedules 1 and 2.
- 3.4 The exchange of information and cooperation between the Participants represented by the respective authorities set out in paragraph 2, relates to health matters of mutual interest as set out in Schedule 1.
- 3.5 Subject to paragraphs 4 and 5, any research outputs arising from this MoU will be disseminated widely, including online via open access platforms with free availability on the public internet, without financial, technical or significant legal barriers, other than those inseparable from gaining access to the internet itself.
- 3.6 In taking forward the health matters of mutual interest as set out in Schedule 1, the Participants will develop the arrangements for taking forward activity under the auspices of this MoU, and accept them under Schedule 2.

4. CONFIDENTIALITY

- 4.1. The **Participants** do not intend to exchange confidential information or personal information/data under this MoU.
- 4.2. Subject to national laws, rules and regulations, each Participant will endeavour to protect and maintain the confidentiality and integrity of any data or information communicated to it under this MOU.
- 4.3. The Participants acknowledge that each may be obliged to disclose information under respective national legislation governing access to information.
- 4.4. All the data/information shared or produced by the Participants under this MoU will be considered strictly confidential and will not be used for any other purposes than this MoU and shall not be disclosed to third parties, without the prior written consent of the Participant from which it originated.
- 4.5. If personal data/information is to be shared, this will only be done under the provisions of a separate mutually decided upon Data Sharing Agreement and after an appropriate Data Protection Impact Assessment is conducted.

5. INTELLECTUAL PROPERTY

- 5.1. Each Participant will respect intellectual property rights (IPR) of the other Participant consistent with the domestic laws, rules, and regulations concerning IPR in force in their respective countries and international agreements to which both Participants are signatories and in accordance with further arrangements made between the Participants.
- 5.2. Any IPR created by a Participant independently of the activities under this MoU whether before, during or after the term of this MoU, will remain the property of the Participant that created it. However, the Participant will ensure that the IPR has not infringed the IPR of any third party in respect of the ownership and legality of the use of the IPR, which is brought in by the Participant for the implementation of activities under this MoU.
- 5.3. Both Participants shall be allowed to use any outcome, data and information resulting from activities conducted under this MoU for non-commercial purposes only, free of royalty despite which Participant owns the IPR.

6. ADMINISTRATIVE ARRANGEMENTS

- 6.1. This MoU comprises this document and the schedules, as amended from time to time.
- 6.2. 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 affects or alters existing agreements between the Government of the Republic of India and the Government of the United Kingdom of Great Britain and Northern Ireland. Each Participant will meet their own costs relating to the application of this arrangement other than where a service is provided by a separate public or private body.
- 6.3. In respect of the United Kingdom, this MoU applies to the Department of Health and Social Care England, the Health and Social Care Directorates in Scotland, the Department of Health in Northern Ireland and the Health and Social Services Group in Wales. In respect of India, this MoU applies to the Ministry of Health and Family Welfare.
- 6.4. Changes by either Participant in legislation, operational policies, guidelines, practices and procedures which relate to matters covered by the MoU, and which would impact on the arrangement established by the MoU, will be notified to the other Participant and any consequential changes necessary to the MoU will be subject to consultation between the Participants.
- 6.5. Either Participant may propose a variation to the provisions of this MoU, but any variation will be jointly decided in writing by both Participants.
- 6.6. The Participants will set up a Joint Working Group (JWG) with Co-Chairs from each Participant to further elaborate the details of cooperation and to oversee the implementation of this Memorandum of Understanding. The JWG will meet at least once a year at a venue or mode mutually decided. The sending country will bear the cost of travel and boarding of its Members, while the host country will bear the cost of organising the meeting.

7. DISPUTE SETTLEMENT

- 7.1. Any dispute about the interpretation or implementation of this MoU will be resolved by consultations between the Participants and will not be referred to any international tribunal or third party for resolution. Participants may consult each other at any time to address any matter related to the interpretation or implementation of the MoU.

8. COMMENCEMENT, AMENDMENT, AND TERMINATION OF THIS MOU

- 8.1. This MoU will come into operation upon signature of the Participants and will continue in operation for a period of five (5) years. The period of the MoU will automatically extend for another five (5) years unless the Participants decide otherwise in writing before the expiry of the initial term.
- 8.2. Participants may at anytime amend the MoU by the mutual written agreement.
- 8.3. Either Participant may terminate this MoU by giving thirty (30) calendar days' advance written notice to the other.
- 8.4. Notwithstanding termination of this MoU, Paragraphs 4 and 5 of this MoU will remain in effect unless the Participants jointly arrange otherwise.

The foregoing record represents the understandings reached between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of India upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments have signed this MoU at London and Delhi on 23rd day of January 2025 in two originals, each in the English and Hindi languages both texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of the
Republic of India

Jagat Prakash Nadda

Union Minister of Health and Family Welfare
for the Government of the Republic of India

For the Government of the United Kingdom
of Great Britain and Northern Ireland

Wes Streeting

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

Schedule 1 Scope of the health matters of mutual interest covered by the MoU

- 1 The exchange of information and cooperation between the Participants, represented by the respective authorities set out in Paragraph 2, relates to matters of mutual interest, with early focus on, but not limited to:
 - (i) Health Systems; **digital health** interventions including telemedicine, public health and disease surveillance.
 - (ii) **Cyber security**, including information on the challenges and capabilities to boost resilience;
 - (iii) Mutually enhancing medical **supply resilience** to effectively prevent, mitigate and respond to future supply disruptions collaboratively;
 - (iv) **human resources for health** issues, with particular focus on education and training and exchange in the field of medical training, family medicine and nursing;
 - (v) **regulatory issues**, including regulation and quality assurance of medicines and medical devices and sharing of quality standards;
 - (vi) **primary healthcare**; linking to the themes above to further specific cooperation on primary health care as the keystone of a healthcare system;
 - (vii) strengthening of **public health** infrastructure and capacity, including through exchange between public health schools;
 - (viii) **health security**, including cooperation and research on infectious disease, emerging infections, and pandemic prevention, preparedness and response including integrated surveillance systems across human, animal, plant and related One Health sectors;
 - (ix) **Antimicrobial resistance (AMR)** including joint research, information sharing and cooperation through multilateral fora including the UN General Assembly 2024 High Level Meeting on AMR;
 - (x) **Building on the comparative strengths** of India and the United Kingdom to work together to improve healthcare services and capacity in other developing countries;
 - (xi) **Medical value travel**

Schedule 2 Work Programme, Ways of Working and Partner Organisations

- 1 This arrangement also comprises the development of a joint work programme with a set of defined, time specified, activities over a five (5) year period. The aim of this work programme will be to improve collaboration between the Participants and learn from each other's experience.
- 2 The work programme will also seek to identify areas for broader partnerships between India and the United Kingdom in the area of health and life sciences.
- 3 The Department of Health and Social Care will work with the National Health Service and Devolved Administrations, where appropriate, to support the activities listed in Schedule 1. The Department of Health and Social Care will also work with the Department of Business and Trade, the Foreign, Commonwealth and Development Office and other Departments of State, where appropriate, to encourage collaboration by other organisations such as the UK Medical Royal Colleges and private healthcare providers, to support the activities listed in Schedule 1.
- 4 The Participants recognise that third party institutions and organisations, including the NHS and UK or Indian private providers, may charge for services they provide in respect of activities in the areas identified in Schedule 1.
- 5 The health matters of mutual interest, as set out in Schedule 1, may be amended with respect to the interests of both Participants by mutual written arrangement.
- 6 Additional areas of cooperation other than those set out in Schedule 1 may be determined with respect to the interests of both Participants by mutual written arrangement.