

**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**

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
Brunei Darussalam:



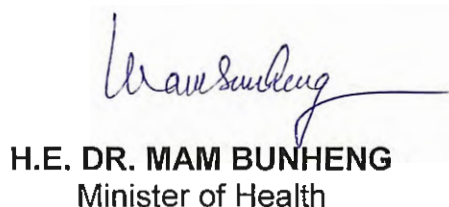
H.E. PEHIN DATO ADANAN YUSOF
Minister of Health

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



H.E. PROF. HUANG JIEFU
Vice 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:



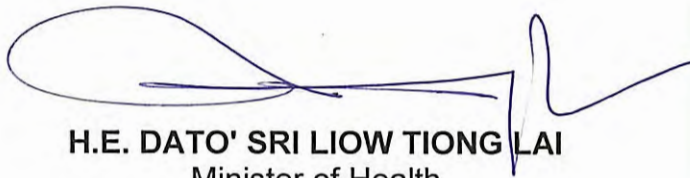
H.E. NAFSIAH MBOI, MD, PED, MPH
Minister of Health

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:



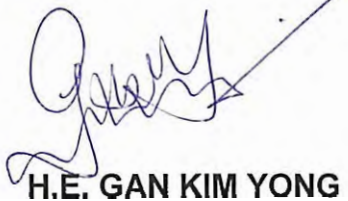
H.E. PROF. DR. PE THET KHIN
Union Minister for Health

For the Government of
The Republic of the Philippines:



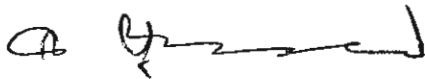
H.E. DR. ENRIQUE T. ONA
Secretary of Health

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

东南亚国家联盟成员国政府和中华人民共和国政府关于卫生合作的谅解备忘录

东南亚国家联盟（以下简称“东盟”）成员国文莱达鲁萨兰国、菲律宾共和国、柬埔寨王国、印度尼西亚共和国、老挝人民民主共和国、马来西亚、缅甸联邦共和国、菲律宾共和国、新加坡共和国、泰国、越南社会主义共和国各国政府与中华人民共和国政府（以下简称“缔约各方”）。

考虑到卫生合作是基于政治安全共同体、经济共同体和社会文化共同体三大支柱的东盟共同体发展的重要因素；

致力于加强缔约各方之间在卫生领域的伙伴关系，以确保缔约国人民身心健康，在安全环境中和谐地生活；

希望基于平等互利、相互尊重和相互理解的原则，推动缔约各方在卫生和医学科学领域的合作；

依照缔约各方各自现行法律和规定，
达成谅解如下：

第一条 目的

在本谅解备忘录有效期内，缔约各方将依照各自现行的法律、法规、条例和国内政策，加强缔约各方之间的卫生合作。

第二条 合作领域

一、缔约各方将在以下领域优先开展交流与合作：

- (一) 传染病的预防和控制；
- (二) 突发公共卫生事件应急机制和减轻自然灾害对卫生的危害；
- (三) 非传染性疾病的预防和控制；
- (四) 食品安全和快速预警体系；
- (五) 卫生人力资源开发；
- (六) 传统医药发展；
- (七) 包括疫苗在内的药品开发；
- (八) 缔约各方商定的其他领域。

二、缔约各方将通过以下机制落实本谅解备忘录的合作：

- (一) 共享信息和经验；
- (二) 共同举办会议、论坛和研讨；
- (三) 培训卫生和医务人员；
- (四) 医学专家和其他卫生工作人员的互访；
- (五) 开展联合研究项目；
- (六) 缔约各方商定的其它机制。

第三条 实施

一、应根据缔约各方商定的执行安排，开展本谅解备忘录中的各项目和活动。

二、若任何执行安排的条款与本谅解备忘录相抵触，以本谅解备忘录的条款为准。

三、本谅解备忘录中的任何内容、有关合作行为和活动，在存有争议的主权和涉及领土的其它权利方面，均不得损害缔约各方的立场。

四、东盟卫生高官会和中华人民共和国卫生部负责协调、监督和审核缔约各方的合作活动，并定期向东盟-中国卫生部长会议报告。

五、任何一方可为实施本谅解备忘录而提供便利，包括但不限于直接参与本谅解备忘录中有关活动的缔约各方人员和货物的出入境、免除关税等，上述便利应与提供便利方国家的现行法律和规定不相冲突。

第四条 保密

在执行安排中，应当规定在本谅解备忘录有效期内及到期后相关涉密信息的处理。

第五条 保护知识产权

一、在执行安排中，应包括在本谅解备忘录有效期内及到期后对知识产权的保护。

二、本条款的执行应遵循缔约各方适用的法律、法规、条例及国内政策。

第六条 材料移交、利益共享及 基因资源和传统知识的保护

一、在执行安排中，应包括与本谅解备忘录中活动相关的材料移交、利益共享及基因资源和传统知识的保护。

二、本条款的执行应遵循缔约各方现行的法律、法规、条例和国内政策。

第七条 财务安排

有关活动的财务安排应由缔约各方协商一致。

第八条 法律一致性

本谅解备忘录不影响任一东盟成员国和中华人民共和国签订的双边协议中规定的任何权利与义务。

第九条 实施原则

参与本谅解备忘录相关活动的所有人员应当尊重缔约各方的政治独立、主权、领土完整，并遵守缔约各方的法律和法规。

第十条 分歧解决

若缔约各方对本谅解备忘录的条款解释、适用和执行安排产生分歧，应在东盟-中国卫生高官会框架内通过友好协商解决。

第十一条 条款修订

一、缔约一方可向另一方书面提出修订本谅解备忘录的任何部分。

二、缔约各方一致同意的修订应当以书面写成，并构成本谅解备忘录不可分割的一部分。

三、修订的生效日期由缔约各方确定。

第十二条 保存机关

东盟秘书处是本谅解备忘录的保存机关。本谅解备忘录的原件由保存机关负责保存。

第十三条 生效、有效期与终止

一、本谅解备忘录自所有缔约各方书面通知保存机关其

已完成谅解备忘录生效所必需的国内法律程序之日起生效，有效期为 5 年。经缔约各方书面同意可延期一次，为期 5 年。

二、本谅解备忘录可在经所有缔约各方书面同意的任一时间终止。若所有东盟成员国或中华人民共和国向保存机关要求退出，本谅解备忘录自该书面通知发出之日起第 180 天终止。

三、任何一方可书面通知保存机关退出本谅解备忘录，退出自保存机关收到书面通知之日起第 90 天生效。

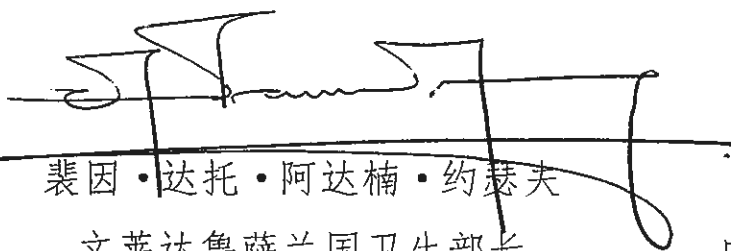
四、本谅解备忘录终止或任何一方退出，不影响终止或退出前尚未完成的合作活动有关的缔约各方的权利和义务。

下列代表，经缔约各方正式授权，签署本谅解备忘录，以昭信守。

本谅解备忘录于 2012 年 7 月 6 日在泰国普吉岛签订，一式两份，每份均用英文和中文写成，所有文本同等作准。如有分歧，以英文文本为准。

文莱达鲁萨兰国政府

代表



裴因·达托·阿达楠·约瑟夫

文莱达鲁萨兰国卫生部长

中华人民共和国政府

代表




黄洁夫

中华人民共和国卫生副部长

柬埔寨王国政府

代表



玛姆·邦恒

柬埔寨王国卫生部长

印度尼西亚共和国政府

代表



纳芙夏·恩博伊

印度尼西亚卫生部长

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代表



艾克萨万·旺维希

老挝人民民主共和国

卫生部长

马来西亚联邦政府

代表



拿督·斯里·廖中莱

马来西亚卫生部长

缅甸联邦政府

代表



裴塔金

缅甸卫生部长

菲律宾共和国政府

代表

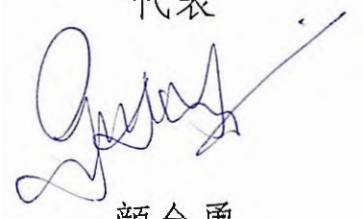


恩瑞克·奥娜

菲律宾共和国卫生部长

新加坡共和国政府

代表

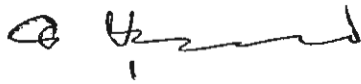


颜金勇

新加坡共和国卫生部长

泰国政府

代表



逸塔亚·布拉纳斯里

泰国卫生部长

越南社会主义共和国政府

代表



阮氏金进

越南社会主义共和国

卫生部长