

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TAIPEI ECONOMIC AND CULTURAL CENTER IN INDIA (TECC)

AND

THE INDIA TAIPEI ASSOCIATION (ITA)

CONCERNING COOPERATION IN TRADITIONAL MEDICINE

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between:

The Taipei Economic and Cultural Center in India and the India Taipei Association (hereinafter collectively referred to as “the Parties”).

Desiring to improve the health of their peoples, to promote mutual understanding and friendly relations, and to cooperate in traditional medicine;

Recognizing the advantages to be gained by their respective peoples from the implementation of such cooperation;

Willing to enter into this MOU for the purposes of setting forth their roles and responsibilities for joint collaboration and coordination in activities related to traditional medicines;

Have reached the following understanding:

## ARTICLE I

### **A. Responsibilities of the Parties:**

The Parties shall designate respectively a representative agency to implement this MOU. For the Taipei Economic and Cultural Center in India, the implementing agency shall be the Ministry of Health and Welfare; and for the India Taipei Association, the implementing agency shall be the Ministry of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy (AYUSH).

### **B. Coordination and Collaboration in implementation activities**

The following mechanisms shall provide collaboration and cooperation between the Parties and their representative agencies. The Parties and/ or their representative agencies shall:

1. Organize meetings in Taipei and New Delhi, for the planning of measures designed to facilitate research, commerce and human resources in the field of traditional medicine;
2. Promote and facilitate the exchange of the information pertaining to traditional medicine;
3. Promote and facilitate the development of traditional medicine and foster good relationships and collaboration between and among academic institutions, hospitals, and non-governmental organizations, local government units and indigenous peoples in support thereof;
4. Promote and assist the participation of the Parties in international activities in the field of traditional medicine;
5. Promote professional exchanges, including training programs.

## ARTICLE II

### **Application of this MOU:**

1. The funding arrangement for any exchanges facilitated by virtue of this MOU shall be reviewed on a case-by-case basis.
2. Either Party may request consultation with the other concerning this MOU through written notice.

3. This MOU shall enter into force from the date of its signing by the Parties.
4. Either Party may terminate this MOU through the issuance of a written notice, three months in advance to the other Party.

### ARTICLE III

#### **A. Ownership and Management of IP:**

Should the activities under the MoU give rise to intellectual property (IP), the Parties shall enter into separate agreement that will specifically provide for ownership, management and commercialization of rights to such IP, in line with rules and regulations of the respective territories and also the multilateral agreements to which the respective territories they represent are party to.

#### **B. Publication:**

Any publication, documents and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of the Parties. It may be ensured that the official emblem and logo is not misused.

#### **C. Confidentiality of Information:**

All information and documents to be exchanged pursuant to this MoU shall be kept confidential by the Parties and shall be used subject to such terms as each Party may specify. The Parties shall not use the information for purposes other than that specified without the prior written consent of the other Party.

### ARTICLE IV

#### **Final Provisions**



This MOU is to be interpreted harmoniously by the Parties, and nothing in this MOU is intended to amend or modify any other agreements ongoing between the Parties.



It is the intention of the Parties, subject to availability of their respective funding for this purpose, to carry out, in good faith, their roles and responsibilities as described in this MOU. The Parties hereto may, upon mutual consent, amend this MOU by mutual consent of the Parties in writing.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this MOU.

DONE in duplicate at New Delhi this **4<sup>th</sup> day of November, 2022**, in the English language.

<p>For the Taipei Economic and Cultural Center in India</p> <p></p> <p><b>Name:</b> Mr. Bau-Shuan Ger</p> <p><b>Designation:</b> Representative</p>	<p>For the India Taipei Association</p> <p></p> <p><b>Name:</b> Mr. Gourangalal Das</p> <p><b>Designation:</b> Director General</p>
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