

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH OF THE REPUBLIC OF INDONESIA
AND
TSINGHUA UNIVERSITY
ON
COOPERATION IN THE AREA OF HEALTH TECHNOLOGY

WHEREAS, The Ministry of Health of The Republic of Indonesia, addressed at Jl. HR. Rasuna Said Blok X-5 Kav.4-9, RT.1/RW.2, Kuningan, Kota Jakarta Selatan, Daerah Khusus Ibukota Jakarta – 12950, Indonesia is an institution responsible for administering government affairs in the health sector.

WHEREAS, Tsinghua University, addressed at 30 Shuangqing Rd, Haidian District, Beijing, P.O BOX 100084 China, is One of the A-Level world-class universities in China.

The Ministry of Health of The Republic of Indonesia (hereinafter referred to as “**MoH**”) and Tsinghua University (hereinafter referred to as “**THU**”), hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”;

DESIRING to enhance the existing cooperation and relations between the Parties;

RECOGNIZING the mutual benefit to carry out cooperative research and talent cultivation in the field of health technology.

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

HAVE REACHED the following understanding:

**ARTICLE 1
OBJECTIVE**

This Memorandum of Understanding (hereinafter referred to as the “MoU”) aims to establish a framework for cooperation in the area of health technology, including but not limited to Biomedical Engineering, and Artificial Intelligence.

**ARTICLE 2
FORMS OF COOPERATION**

The Parties agree to cooperate through the following activities:

1. Collaboration in enhancing capacity of human resources, including training, short course, fellowship, exchange of expert and delegations.
2. Joint research and development in the area of health technology, including sharing knowledge and best practices, and technology transfer.
3. Any other forms of cooperation to be agreed by the parties in writing.

**ARTICLE 3
IMPLEMENTATION**

The Parties may conclude separate implementing arrangement(s) to specify the details of the implementation of the cooperation activities under this MoU.

**ARTICLE 4
FINANCIAL ARRANGEMENT**

1. All funding for the cooperation activities will be discussed by the Parties in accordance with the separate implementing arrangement(s) agreed in writing by the Parties.
2. The Parties agree that all financial arrangements for the implementation of this MoU are subject to the availability of the funds of the Parties and in accordance with the prevailing laws and regulations of the respective countries of the Parties.

ARTICLE 5
CONFIDENTIALITY

1. Each Party shall maintain the confidentiality of data, documents, information, and/or any other materials supplied for or generated from the implementation of this MoU which is marked as confidential, and shall take necessary measures to avoid any unauthorized disclosure of such confidential data, documents, information, and/or materials.
2. Neither Party will declassify any confidential data, documents, information, and/or materials obtained during the implementation of this MoU to any other party for any purpose other than for the implementation of this MoU.
3. If either Party wishes to disclose such confidential data, documents, information, and/or materials obtained while performing its work under this MoU to any third party, such Party shall obtain prior written consent from the Parties before any disclosure can be made.
4. The Parties agree that the provisions of this Article will continue to be binding between the Parties notwithstanding the expiration or termination of this MoU.
5. Notwithstanding paragraphs (1), (2), (3), and (4), the provisions of this Article will not prejudice the prevailing laws and regulations of the respective countries of the Parties.

ARTICLE 6
PUBLICATION

1. The use of names, logos, or trademarks of the Parties in advertisements, publications, or notices relating in any way to this MoU made by either Party shall be subjected to prior written approval of the Parties.
2. Either Party that wishes to utilize data, documents, information, and/or any other materials acquired or resulted from the cooperation activities under this MoU, for any publication or commercial and non-commercial usage shall obtain written consent of the Parties before such publication can be made.
3. Any publication shall acknowledge the owner and/or author of such documents, information, and/or materials.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

All IPR resulting from the implementation of this MoU shall be regulated in an Implementing Agreement signed by the Parties.

ARTICLE 8
LIMITATION OF PERSONNEL ACTIVITIES

1. The Parties shall take necessary measures to ensure that their personnel, engaged in activities under this MoU, respect and comply with the prevailing laws and regulations of the host country and avoid any activities inconsistent with the objectives of this MoU.
2. Violation of this Article may result in imposition of necessary measures on the personnel concerned by the competent authorities of the host country in accordance with the prevailing laws and regulations of the host country.

ARTICLE 9
MONITORING AND EVALUATION

The Parties shall jointly monitor and evaluate the implementation of cooperation under this MoU at least twice a year or as mutually decided.

ARTICLE 10
SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation and/or implementation of this MoU shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 11
AMENDMENT

This MoU may be amended at any time by mutual written consent of the Parties. Such amendment shall form an integral part of this MoU and shall come into effect on such date as determined by the Parties.

ARTICLE 12
CORRESPONDENCE

1. All communications relating to notifications, reports, approval requests, coordination, and any other communications among The Parties that are necessary for the implementation of programs and activities hereunder shall be made in writing and submitted directly or sent by registered mail, or email to the following address:

The Ministry of Health of The Republic of Indonesia:

Jl. HR. Rasuna Said Blok X-5 Kav.4-9, Kuningan, RT.1/RW.2, Kuningan,
Kuningan Tim., Kota Jakarta Selatan, Daerah Khusus Ibukota Jakarta – 12950

Tel: +62-21-5201590

Fax: +62-21-5261814/+62-21-5203872

Tsinghua University:

30 Shuangqing Rd, Haidian District, Beijing, P.O BOX 100084 China

Tel: +86-10-62772374

Fax: +86-10-62772414

2. Any changes in any correspondence of a party shall be notified in writing to the other Party.

ARTICLE 13
FINAL PROVISIONS

1. This MoU will come into effect on the last date of its signing by the Parties.
2. This MoU will remain effective for a period of 5 (five) years and may be renewed by mutual written consent of the Parties prior to the expiration date of this MoU.
3. Either Party may terminate this MoU at any time by giving a written notification to the other Parties at least 6 (six) months prior to the intended date of termination.
4. The termination or expiration of this MoU shall not affect the completion of any on-going activity made under this MoU.
5. This MoU will be implemented by the Parties in accordance with the prevailing laws and regulations of the respective countries of the Parties and not intended to create any legally binding rights and obligations under international laws.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by each Party, have signed this MoU.

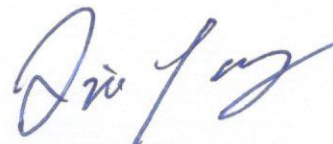
SIGNED in Jakarta on August 2nd, 2024, in duplicate, each in English and Indonesian. All texts are equally authentic. In case of any divergence on the interpretation of this MoU, the English text shall prevail.

For Ministry of Health of
the Republic of Indonesia



Budi Gunadi Sadikin
Minister of Health

For Tsinghua University
The People's Republic of
China



Prof. Qiu Yong
Chairperson of
The University Council