



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH OF THE REPUBLIC OF INDONESIA
AND
THE MINISTRY OF HEALTH OF THE UNITED REPUBLIC OF TANZANIA
ON
HEALTH COOPERATION**

The Ministry of Health of the Republic of Indonesia and the Ministry of Health of the United Republic of Tanzania (hereinafter singularly referred to as the "Party" and collectively referred to as the "Parties");

RECOGNIZING the strong and strategic bilateral relations between the two countries;

ACKNOWLEDGING the achievements already obtained in the area of health cooperation;

DESIRING TO strengthen the friendly relationship between the two countries and their people, to foster economic and sustainable development between the two countries, and to promote health cooperation between the Parties on the basis of mutual respect and benefit;

PURSUANT to the prevailing laws, regulations and policies in their respective countries;

HAVE REACHED the following understanding:

PARAGRAPH 1

OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter referred to as MoU) is to create a basis for strengthening mutual cooperation in the field of health between the Parties.

PARAGRAPH 2

AREAS OF COOPERATION

The Parties agree to implement this Cooperation through the following areas:

- a) Primary care;
- b) Secondary care, including telemedicine;
- c) Health system resilience, including pharmaceutical and medical devices development;
- d) Health financing;
- e) Human resources for health;
- f) Health technology, including health information and biotechnology; and
- g) Other areas of cooperation mutually agreed by the Parties.

PARAGRAPH 3

FORMS OF COOPERATION

The cooperation in the framework of this MoU may be conducted in the following forms:

- a) Exchange of experience and best practices to promote the use of telemedicine;
- b) Promoting pharmaceutical and medical devices development and manufacturing, including health supplements, cosmetics and traditional medicine, such as facilitating conducive environment for investment, joint venture and technology transfer;
- c) Strengthening health system resilience to prevent, prepare, detect and respond to public health emergencies and threats;

- d) Exchange of visits and technical experiences by experts, health professionals and officials;
- e) Provide necessary assistance for health professionals of the Parties to enroll in education, trainings and to practice in the territory of the other Party under the framework of this MoU in accordance with the prevailing laws and regulations of the host country;
- f) Joint research and project; and
- g) Other forms of cooperation mutually agreed by the Parties.

PARAGRAPH 4 IMPLEMENTATION

1. The implementation of this MoU will be carried out through separate implementing arrangements to be concluded by the Parties and/or its related institutions. The implementing arrangements will set out, *inter alia*, programs or projects, duration, funding, terms and conditions of the cooperation activities, personnel involved and other related matters.
2. This MoU will be further elaborated in a Plan of Action which shall specify activities of cooperation. The Plan of Action shall become an integral part of this MoU.
3. With the aim of monitoring and evaluating the implementation of this MoU, the Parties will establish a Joint Working Group on Health Cooperation that will be co-chaired by the senior official of the Parties. Each Party will assign their respective contact persons who will serve as a liaison for the implementation of this MoU.
4. The Joint Working Group on Health Cooperation will meet at least once in 2 (two) years or as deemed necessary, alternately in Indonesia and in Tanzania or through video conference mechanism.
5. The modalities of such meeting will be decided by the Parties. In case the meeting cannot be held, the Parties will exchange documents *in lieu* of such meeting.

6. The Parties are committed to apply good governance principles and nothing in this MoU will be construed as allowing or compelling the Parties to exceed in any way the boundaries of their respective jurisdiction, legal frameworks, procedures and policies, as well as available resources.
7. To ensure effective implementation of this MoU, the Parties undertake to apply and interpret its terms in good faith, in light of the purposes and objectives of this MoU.

**PARAGRAPH 5
INTELLECTUAL PROPERTY RIGHTS**

Should the cooperation activities under this MoU give rise to intellectual property rights ("IPR"), the Parties will enter into separate arrangements that will specifically provide for the ownership, management, and commercialization of such IPR.

**PARAGRAPH 6
MATERIAL TRANSFER AGREEMENT**

Should the cooperation activities under this MoU require research information, data and materials to be transferred from the territory of the state of one of the Parties into the territory of the state of the other Party, such transfer may be conducted using a separate specific arrangement (which will be known as a "Material Transfer Agreement").

**PARAGRAPH 7
GENETIC RESOURCE AND TRADITIONAL KNOWLEDGE**

Should the cooperation activities under this MoU use genetic resources and traditional knowledge associated with genetic resources, the Parties will formulate separate specific arrangements regarding their access, collection, conservation, and benefit sharing.

**PARAGRAPH 8
CONFIDENTIALITY**

1. The Parties will maintain the confidentiality of documents, data, information, and/or material exchanged for or resulted from cooperation activities under this MoU which is marked as confidential and will take all precautions reasonably necessary to protect such confidential documents, data, information, and/or material from unauthorized disclosure in accordance with their respective laws and regulations.
2. If either Party wishes to disclose confidential documents, data, and information acquired from cooperation activities under this MoU to any third party, the disclosing Party will obtain prior written consent from the other Party before any disclosure can be made, provided that such documents, data, information, and/or material are required by law.
3. The termination or expiration of this MoU will not affect the rights and/or obligations of the Parties under this Paragraph.

**PARAGRAPH 9
FUNDING**

The cooperation set forth in this MoU will be carried out within the Parties' liabilities and financial capabilities. The Parties will jointly decide upon any financial arrangement arising from cooperation activities under this MoU, on a case-by-case basis, subject to the availability of funds and nothing in this MoU puts an obligation on either Party to provide funds.

**PARAGRAPH 10
CODE OF CONDUCT**

1. The Parties agree that their personnel involved in the cooperative activities under this MoU shall observe, respect, and abide the laws, regulations, habits and customs of the host country and will avoid performing any activities inconsistent with the purposes and objectives of this MoU.

2. Any violation of the provision of subparagraph 1 will result into the imposition of necessary measures to be taken by the host country to the personnel involved in accordance with the prevailing laws and regulations of the host country.

PARAGRAPH 11 PUBLICATION

1. Any joint publication will be reviewed and decided by the Parties according to their own policies and procedures prior to the publication.
2. Publication of report and other information generated from cooperation activities under this MoU may be done jointly or individually by the Parties. If either Party wishes to individually publish such report or information, the Party shall obtain prior written consent of the other Party and shall acknowledge the contribution of the other Party.
3. Rights arising from publications of the cooperation under this MoU will be decided in writing by the Parties before the publication can be made.
4. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless the author explicitly declines to be named.

PARAGRAPH 12 SETTLEMENT OF DISPUTES

Any disputes between the Parties arising out of the interpretation or implementation of this MoU will be settled amicably and in good faith by consultations and/or negotiations between the Parties and will not be referred to any third party.

PARAGRAPH 13
AMENDMENT

The Parties may amend any part of this MoU through mutual written consent. Such amendment will come into effect on such date as determined by the Parties and will form an integral part of this MoU.

PARAGRAPH 14
ENTRY INTO EFFECT, DURATION AND TERMINATION

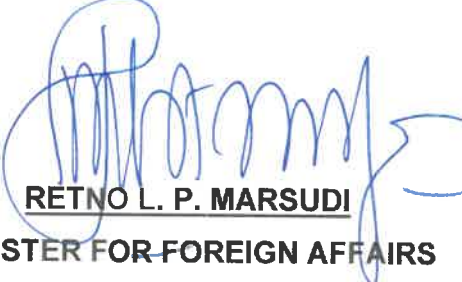
1. This MoU will enter into effect on the last date of signature.
2. This MoU will remain valid for a period of five (5) years and may be extended on the same or any other periods as may be mutually agreed by the Parties through diplomatic channel.
3. Either Party may terminate this MoU at any time by giving written notification, through diplomatic channel, to the other Party of its intention to terminate this MoU at least three (3) months prior to the intended date of termination.
4. The termination or expiration of this MoU will not affect the completion of any arrangements, programs, activities, or projects made under this MoU, unless the Parties decide otherwise.

IN WITNESS WHEREOF, the undersigned, have signed this MoU.

SIGNED in duplicate in Dar es Salaam on 22nd day of August 2023, each in Indonesian and English languages, both texts being equally authentic. In case of any divergences in the interpretation of this MoU, the English text shall prevail.

**FOR THE MINISTRY OF HEALTH
OF THE REPUBLIC OF INDONESIA**

**FOR THE MINISTRY OF HEALTH OF
THE UNITED REPUBLIC OF
TANZANIA**



RETNO L. P. MARSUDI
MINISTER FOR FOREIGN AFFAIRS



Dr. STERGOMENA LAWRENCE TAX
**MINISTER FOR FOREIGN AFFAIRS
AND
EAST AFRICAN COOPERATION**