

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CENTRAL DRUGS STANDARD CONTROL ORGANIZATION (CDSCO)  
MINISTRY OF HEALTH AND FAMILY WELFARE  
GOVERNMENT OF THE REPUBLIC OF INDIA**

**AND**

**MINISTRY OF HEALTH  
GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA**

**ON**

**COOPERATION IN THE FIELD OF MEDICAL PRODUCTS  
REGULATION**

**The Central Drugs Standard Control Organization (CDSCO), Ministry of Health and Family Welfare, Government of the Republic of India and Ministry of Health, Government of the Co-operative Republic of Guyana** (hereinafter jointly referred to as the "Parties" and individually referred to as a "Party"); for the purpose of this Memorandum of Understanding (hereinafter referred to as MoU) **on Cooperation in the field of Medical Products Regulation.**

**INTENDING** to establish the Medical Products Regulation Dialogue and Cooperation Framework in regards to pharmaceuticals including raw materials for pharmaceutical use, biological products, medical devices and cosmetic products (hereinafter referred to as the "**Medical Products**");

**DESIRING** to promote the exchange of information and cooperation in areas pertinent to medical products and the relevant administrative and regulatory matters within the jurisdiction of the Parties;

Have reached the following understanding:

**ARTICLE 1**

**SCOPE**

The purpose of this Memorandum of Understanding (hereinafter referred to as "**MoU**") is to facilitate a constructive dialogue on the laws and



regulations pertinent to medical products as well as other relevant matters. Further, the Parties will contribute to strengthening the relationship between India and Guyana in the areas of medical products in line with their international obligations.

This MoU is not intended to create any legally binding rights or obligations on Parties under national or international law. The implementation of this MoU is subject to national laws, including rules and regulations and the availability of experts and financial resources of the Parties.

## ARTICLE 2

### COMPETENT AUTHORITIES

The competent authorities responsible for the implementation of this MoU shall be:

1. in the case of Republic of India, Central Drugs Standard Control Organization (**CDSCO**), Directorate General of Health Services of the Ministry of Health and Family Welfare **Government of the Republic of India**; and
2. in the case of the Cooperative Republic of Guyana, Ministry of Health.

## ARTICLE 3

### AREAS OF COOPERATION

The co-operation between the Parties shall take place in the following areas:

- (a) promoting an understanding between the Parties of each other's regulatory framework, requirements and processes and facilitating future regulatory strengthening initiatives for both **the parties**;
- (b) exchange of information and cooperation on Good Laboratory Practices (GLP), Good Clinical Practices (GCP), Good Manufacturing Practices (GMP) and Good Pharmacovigilance Practices (GpVP);
- (c) recognition of Indian Pharmacopeia;
- (d) exchange of safety information, including Pharmacovigilance, and adverse events where there is a particular safety concern related to the other party, including safety concerns relating to medicines and medical devices;
- (e) participation in scientific and practical conferences, symposiums, seminars and forums organized by the Parties;



- (f) capacity building in mutually agreed areas;
- (g) coordination at the international fora; and
- (h) any other areas of common interest.

2. The Parties may establish a joint working group, including the terms of reference for the working group, to implement any of the areas of cooperation set out in this Article.

#### ARTICLE 4

##### CONFIDENTIALITY COMMITMENT

Both Parties will use the information obtained in the course of the activities contemplated under the MoU solely for the purpose of implementing the same.

Each Party understands that information exchanged between them may include confidential information that is not available in public domain in the country of the other Party providing the information. Both Parties note that it is essential that confidential information emanated from one Party will be treated as confidential by the other Party.

The Parties will make every reasonable effort to prevent: (a) the public release of confidential information that has been shared for the purposes set out in this **MoU**; and (b) any other release of this information for purposes not set out in this **MoU**.

#### ARTICLE 5

##### CONTACT POINTS

The Parties hereby designate the following contact points in order to communicate with each other and exchange information on the Framework:

**For Indian Side:**

International Cell, Central Drugs Standard Control Organization (CDSCO),  
Ministry of Health and Family Welfare, **Government of the Republic of  
India**

**For Guyana Side:**

Ministry of Health, **Government of the Co-operative Republic of  
Guyana.**



## ARTICLE 6

### FINANCIAL RESOURCES

Each Party shall bear its own expenses related to the implementation of this MoU or any other activity within the present MoU unless it has been agreed to otherwise by the Parties in writing.

## ARTICLE 7

### SETTLEMENT OF DISPUTES

This MoU is not an international treaty and only constitutes a statement of mutual intentions of the Parties.

Any dispute between the Parties arising out of the implementation, application or interpretation of this MoU shall be settled amicably through consultation or negotiation between the Parties through diplomatic channels.

## ARTICLE 8

### COMMENCEMENT, MODIFICATION AND TERMINATION

1. This MoU will enter into force on the date of its signature and will continue for a period of five (5) years. Each party may extend this MoU for a further period of five (5) years, at a time, by giving written notice to the other party through diplomatic channels, unless terminated in accordance with paragraph 3.
2. The MoU may be amended at any time by mutual written consent of the Parties through diplomatic channels.
3. Either Party may terminated this MoU by giving six (6) months written notice in advance through the official channels to the other Party of its intention to terminate this MoU.
4. The termination of this MoU shall not affect the completion of any ongoing project undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Parties.



**IN WITNESS WHERE OF** the undersigned, being duly authorized thereto, by their respective Governments, has signed this Memorandum of Understanding.

Signed at **Georgetown** on this **19<sup>th</sup>** day of **November 2024** in two originals in English & Hindi languages, all text being equally authentic. In case of any divergence in interpretations, the English text shall prevail.

**For Central Drugs Standard Control  
Organization, Ministry of Health and  
Family Welfare of the Government of  
the Republic of India**

**On behalf of the Government of the  
Co-operative Republic of Guyana**

**Name: H.E. Dr. Amit Telang**  
Designation: High Commissioner  
Extraordinary & Plenipotentiary of India  
to the Co-operative Republic of Guyana

**Name: H.E. George Talbot**  
Designation Ambassador Extraordinary  
& Plenipotentiary of Guyana to  
CARICOM and Director of Multilateral  
& Global Affairs, Ministry of Foreign  
Affairs & International Cooperation