

**MEMORANDUM OF UNDERSTANDING (MoU)  
BETWEEN  
CENTRAL DRUGS STANDARD CONTROL ORGANIZATION  
MINISTRY OF HEALTH AND FAMILY WELFARE  
GOVERNMENT OF INDIA  
AND  
THE STATE SERVICE OF UKRAINE ON MEDICINES AND DRUGS  
CONTROL  
ON COOPERATION IN THE FIELD OF MEDICAL PRODUCTS  
REGULATION**

Central Drugs Standard Control Organization, Ministry of Health and Family Welfare, Government of India and the State Service of Ukraine on Medicines and Drugs Control and hereinafter referred to as the Parties;

Desiring to strengthen friendship and cooperation between the two states;

Intending to promote benefits of mutual interest in the pharmaceutical sphere;

Pursuant to the prevailing laws and regulation of the Parties;

Have agreed as follows:

**ARTICLE 1**

Areas of cooperation:

- a. Exchange of relevant information on standards, laws and regulations of the Parties relating to medical products and cosmetics;
- b. Capacity building activities, including workshops, training and research including comprehensive study in specific areas;
- c. Exchange of experts, best practices, methodologies of the Parties;
- d. Exchange of visits to strengthen capacity on regulatory processes and laboratory testing;
- e. Coordination to combat substandard and spurious medical products;
- f. Exchange of experience on practical issues of identification of substandard spurious medical products;
- g. Pharmacovigilance of medical products including medical devices;
- h. Coordination at the international fora; and

- i. Any other forms of cooperation as mutually decided upon in writing by the Parties.

## **ARTICLE 2**

The implementation of this Memorandum of Understanding (MoU) shall be subject to the availability of funds of each Party.

Each Party shall bear its own costs for the activities arising out of the implementation of this Memorandum of Understanding unless otherwise mutually agreed in writing by the Parties.

## **ARTICLE 3**

1. All information and documents to be exchanged pursuant to the MoU shall be kept confidential by the Parties and shall not be used without prior written consent of the Party that provided such information.
2. All Confidential information shall remain the exclusive property of the disclosing party, The Parties agree that this MoU and the disclosure of the Confidential information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
3. Unpublished Information, whether oral, in writing or otherwise, discovered on conceived by the scientists or technicians and exchanged under the provision of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.
4. Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned, the use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may, however be ensured that the official emblem and logo is not misused.
5. In case of research results obtained through joint activities under this MoU, both Parties will apply as co-applicants for the protection of intellectual Property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a

separate agreement.

#### **ARTICLE 4**

The present MoU is not considered an international treaty and does not create rights and obligations under international law.

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

#### **ARTICLE 5**

It is expected that within 60 days of coming into the force of this memorandum of understanding, the Parties will exchange contact details of representatives of the Parties responsible for the exchange of information, including for emergency communication between the Parties.

#### **ARTICLE 6**

This Memorandum of Understanding can be changed or amended at any time by mutual written consent by the Parties. Such changes or amendments shall enter into force on such date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

#### **ARTICLE 7**

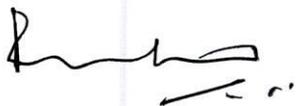
1. This Memorandum of Understanding shall enter into force on the date of its signing by the Parties.
2. This Memorandum of Understanding shall be valid for a period of 3 (three) year and will, thereafter, be automatically renewed for another 3 (three) years.
3. This Memorandum of Understanding may be terminated by either Party. Such termination shall be communicated to the other party 60 (sixty) days prior to the intended date of termination.
4. The termination of this Memorandum of Understanding shall not affect the validity or duration of any specific arrangement of projects, programs or

4. The termination of this Memorandum of Understanding shall not affect the validity or duration of any specific arrangement of projects, programs or activities made under this Memorandum of Understanding until completion of such specific arrangements or projects, programs or activities, unless the Parties agree otherwise.

In witness whereof, the undersigned being duly authorized by the Parties have signed his Memorandum of Understanding.

Done at Kyiv on this ....23..... day of August. in the year 2024. in two originals each in Hindi, Ukrainian and English languages, each text being equally authentic. In case of divergence in interpretation, the English text shall prevail.

**FOR CENTRAL DRUGS  
STANDARD CONTROL  
ORGANIZATION, MINISTRY OF  
HEALTH AND FAMILY WELFARE  
OF THE GOVERNMENT OF INDIA**



**FOR THE STATE SERVICE OF  
UKRAINE ON MEDICINES AND  
DRUGS CONTROL**

