

MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF HEALTH, LABOUR AND WELFARE
OF JAPAN
AND
THE MINISTRY OF HEALTH OF THE ITALIAN REPUBLIC
IN THE FIELD OF HEALTH AND MEDICAL SCIENCES

The Ministry of Health, Labour and Welfare of Japan and the Ministry of Health of the Italian Republic, hereinafter referred to respectively as “Participant” and collectively as “Participants”,

Recognizing the importance of the issue of public health;

Guided by the willingness to develop a fruitful collaboration between the respective Countries in the field of health and medical sciences;

Intending to work together for prevention, fight against diseases, health promotion, development and modernization of health services, use of new technologies and the ability to use human resources and for other topics of common interest; and

Considering the fundamental principles set out in the Constitution of the World Health Organization (WHO) for the promotion and protection of health, and the objective of ensuring health and well-being for all and for all ages as set out in the UN 2030 Agenda,

Have decided as follows:

PARAGRAPH 1 OBJECTIVE

The objective of this Memorandum of Cooperation (hereinafter referred to as “MOC”) is to define the bases and methods of cooperation between the Participants in the field of health and medical sciences inspired by the principles of equality, reciprocity and mutual benefit.

PARAGRAPH 2 AREAS OF COOPERATION

The main cooperation areas covered by this MOC may include the following:

- a) Organization of healthcare systems and hospital management;
- b) Health and epidemiological surveillance;
- c) Preventive healthcare and social support: malnutrition, childhood obesity, second-hand smoke exposure, harmful alcohol use, chemical, physical and biological risk in the workplace, mental health promotion and cancer screening;
- d) Community healthcare service provision to guarantee continuity of care for people with chronic diseases and elderly people;
- e) Control and prevention of infectious diseases; and
- f) Other jointly decided areas of cooperation.

PARAGRAPH 3 MODALITIES OF COOPERATION

In accordance with their respective national laws and regulations, the Participants will cooperate by the following modalities:

- a) Exchange of information and best practices;
- b) Exchange of scientists and health officials;
- c) Study visits by health professionals and specialists;
- d) Promoting the participation of health professionals from both countries;
- e) Joint seminars, congresses, symposia and conferences consistent with the objectives of the ongoing cooperation program; and
- f) Any other modality of cooperation to be decided upon the Participants.

PARAGRAPH 4 POINT OF CONTACT

Each Participant will designate a Point of Contact (POC). The POC will serve as the principal coordinator of information and activities between the Participants.

PARAGRAPH 5 FUNDING

Each Participant will bear its own costs arising from the implementation of this MOC. In any case, all the activities set forth in this MOC will be implemented by the Participants according to their ordinary budget availability without any additional cost for the State budgets of Japan and the Italian Republic.

Each Participant will fully bear the costs of the visits by its representatives in the other Country.

In case of need, the Participants will cooperate in order to use alternative financing mechanisms in cooperation with international bodies or other economic coverage systems to finance the projects in the framework of this MOC.

PARAGRAPH 6 WORKING RELATIONSHIPS

The personnel of each Participant, involved in the implementation of the projects related to this MOC, will continue to maintain the working relationship with the Institution of belonging. Under no circumstance should there be a situation of direct dependence with the other Institution and the latter should not in any case be considered a substitute employer.

Neither Participant will be required to pay nor will it be entitled to receive from the other Participant any form of remuneration in the context of this MOC.

Any health activity related to the activities under this MOC will be implemented in accordance with the laws and regulations governing the practice of the medical profession and non-medical health professions in the host Country.

**PARAGRAPH 7
INTELLECTUAL PROPERTY**

Intellectual property rights will be regulated by the relevant provisions of the Japanese and Italian laws and regulations and in accordance with the relevant International Conventions to which Japan and the Italian Republic are party.

**PARAGRAPH 8
TRANSFER OF TECHNOLOGY**

The transfer of information or equipment not covered by State secrecy and assured by one of the Participants will be in compliance with the laws and regulations applicable in both Countries.

**PARAGRAPH 9
LAWS AND REGULATIONS OF THE HOST COUNTRY**

The personnel and representatives of the Participants will respect the immigration provisions, tax, customs, health and national security regulations in force in the host Country and will not be able to engage in any activity other than those set forth in this MOC without prior authorization from the competent Authorities in the matter.

The personnel and representatives of the Participants will enter and leave the host Country in accordance with laws and regulations.

**PARAGRAPH 10
GENERAL MATTERS**

This MOC will be implemented in accordance with the Japanese and Italian laws and regulations, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

**PARAGRAPH 11
DIFFERENCES OF INTERPRETATION**

Any difference in the interpretation and/or implementation of this MOC will be settled amicably by means of direct consultations and negotiations between the Participants.

**PARAGRAPH 12
DURATION AND MODIFICATIONS**

This MOC commences on the date of the last signature and it will continue for 5 (five) years. Subsequently, it will be automatically renewed for further periods of 5 (five) years, unless one of the Participants notifies the other of its intention to terminate it 6 (six) months prior to the intended date of termination.

The Participants may modify this MOC in writing by mutual consent.

Each Participant may terminate this MOC at any time, by notifying the other of its intention 6 (six) months prior to the intended date of termination. Termination will not affect ongoing cooperation projects, unless otherwise decided by the Participants.

This MOC is not legally binding.

Signed in 2 (two) originals, in the English language.

Tokyo, 2020

**FOR THE MINISTRY OF HEALTH,
LABOUR AND WELFARE
OF JAPAN**

Rome, 2020

**FOR THE MINISTRY OF HEALTH
OF THE ITALIAN REPUBLIC**