

THE FIRST MEMORANDUM OF UNDERSTANDING

between

**The World Health Organization, Regional Office for Europe
("WHO/EURO")**

and

**The European Centre for Disease Prevention and Control
("The Centre")**

Preamble

Whereas the World Health Organization, through its Regional Office for Europe (hereinafter referred to as "WHO/EURO"), aims to support countries in the European Region in developing their own health policies, health systems and public health programmes in preventing and overcoming threats to health and in anticipating future challenges and advocating public health:

Whereas the mission of the European Centre for Disease Prevention and Control (hereinafter referred to as "The Centre"), at Stockholm, Sweden is to further strengthen the defences of the EU against communicable diseases, in particular identification, assessment and communication of current and emerging health threats, preparedness planning and response, training, support to the Member States on prevention and control, and scientific advice within the area of communicable diseases and other health threats.

Whereas Decision No. 2119/98 of the European Parliament and of the Council expressly calls for the need to foster cooperation with international organizations and in particular to pursue closer collaboration with the World Health Organization on surveillance of communicable diseases.

Whereas the Decision No. 851/2004 of the European Parliament and of the Council establishing the Centre put emphasis on the need to take into full account the

responsibilities of international organizations active within the field of public health in order to ensure comprehensiveness, coherence and complementarity of action.

Recognizing WHO/EURO and the Centre (hereinafter referred to as “the Parties”) are involved in public health development in the countries of the European Region of the World Health Organization.

Section I: Purpose of the collaboration

- a) Subject to the availability of financial and other resources, the Parties wish to establish collaboration on matters of mutual interest pertaining to common goals within the European Region of the World Health Organization.
- b) The purpose of this Memorandum of Understanding is to provide a framework of cooperation and to facilitate collaboration between the Parties. The objective is to establish and develop mutual cooperation between WHO/EURO and the Centre within the European Region of the World Health Organization, in particular by closer alignment of the strategic planning and implementation of their relevant activities, cooperation and evaluation of projects and programmes jointly identified, exchange of information and data and provision of scientific technical assistance between the Parties.

Section II: Potential Areas of Collaboration

Where possible and appropriate, the Parties wish to collaborate in all areas concerning communicable diseases, especially on:

- Air-borne diseases (including influenza);
- Vaccine-preventable diseases (including vaccine issues);
- Sexually transmitted infections and blood-borne viral diseases
- Food- and water-borne diseases, diseases of environmental origin, and zoonoses;
- Antimicrobial resistance and nosocomial infections;

- Serious imported diseases and other travel-related health issues:

A particular attention in the collaboration will be directed towards surveillance and the development of an integrated European reporting system. The parties will closely collaborate to strengthen the detection of emerging threats and the joint response to public health events in Europe, and issues concerning the implementation of the International Health Regulation.

Section III: Joint Coordination Group

- a) The Centre and WHO/EURO agree to establish a Joint Coordination Group to review once a year the goals and monitor the progress of the coordination and mutual cooperation process outlined by the Parties.
- b) The members of the Joint Coordination Group (a minimum of two from each Party) shall be named by the Parties concerned within four weeks of the signature of the Memorandum of Understanding. Each Party may replace its members as necessary. The terms of reference (ToRs) of the Joint Coordination Group will be agreed upon at its first meeting to be convened as soon as possible and no later than ten weeks after the last date of signature of this Memorandum of Understanding.

Section IV: Collaborative Activities

- a) Common activities and/or Expert Groups with mutual representation to advance the collaboration and coordination will be identified by the Joint Coordination Group.
- b) Further, the Joint Coordination Group will define the cooperation goals, activities, expected outcomes, all summarized in a written commonly agreed cooperation plan. Cooperation plans shall be revised once a year/on a biennial basis.

- c) Each common collaborative activity is further subject to each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices and to the availability of sufficient financial and human resources for that purpose.
- d) Where necessary, separate agreements can be concluded for special cooperation projects. Withdrawal from these agreements is subject to a written notice. The agreement expires after 90 days from the day the Party received the notice. All ongoing collaborative activities shall be orderly completed and any outstanding obligations shall be settled.

Section V: Liability

- a) Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding. Thus, a Party shall not be responsible for any consequences, e.g. loss, accident, damage or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.
- b) The Parties shall make appropriate arrangements to cover their individual liability risks for their respective collaborative activities provided these involve product research and development.

Section VI: Name, Emblem, Logo and Acknowledgement

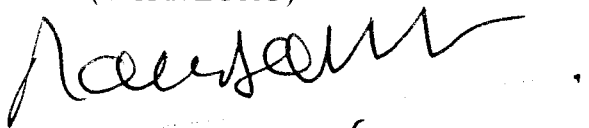
Each Party shall retain the sole control over the use of its name, emblem and logo. The use of one party's emblem by the other party is subject to the prior approval in writing. Any reference in a publication or a report that is written by a Party concerning the participation in a project by the other Party is subject to the prior agreement of that other Party.

Section VII: Date of Entry into Force, Termination, Review, Renewal and Amendments


- a) The Memorandum of Understanding shall commence on the last date of signature below. Unless renewed as provided in the following paragraph, it shall terminate on the fifth anniversary of this Memorandum of Understanding.
- b) This Memorandum of Understanding is subject to review and renewal on the basis of the recommendations of the Joint Coordination Group after a period of five years from the date of the last signature of this Memorandum of Understanding.
- c) This Memorandum of Understanding may only be amended in writing by mutual consent of the Parties.
- d) The parties are committed to promote this agreement towards the possible future inclusion of additional parties of common interest, intervening in areas identified in section II of this agreement.

Agreed and accepted:

**For World Health Organization,
Regional office for Europe
(WHO/EURO)**


Name *DANSON*
Title *Director Regional*
Date *13/9/05*

**For The European Centre for Disease
Prevention and Control**


Name *Susanna Järvelin*
Title *Director, ECDC*
Date *13 / September 2005*