

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL AND THE SECRETARIAT OF HEALTH OF THE UNITED MEXICAN STATES**

The European Centre for Disease Prevention and Control ("ECDC") and The Secretariat of Health of the United Mexican States ("The Secretariat"), hereinafter referred to as "the Parties".

**CONSIDERING** that ECDC is an Agency of the European Union (EU) with a mission to identify, assess and communicate current and emerging threats to human health posed by infectious diseases. To achieve this it shall (a) search for, collect, collate, evaluate and disseminate relevant scientific and technical data on infectious diseases; (b) provide scientific opinions and scientific and technical assistance including training; (c) provide timely information to the Commission, the Member States, Union agencies and international organisations active within the field of public health; (d) coordinate the European networking of bodies operating in the fields within the Centre's mission, including networks arising from public health activities supported by the Commission and operating the dedicated surveillance networks; and (e) exchange information, expertise and best practices, and facilitate the development and implementation of joint actions within the field of its mission;

**KEEPING IN MIND** that The Secretariat is the Institution of the executive branch that establishes State policies for the population to exercise their right to health protection, and within its competence is the prevention of diseases and health promotion for the population;

**HIGHLIGHTING** that the mission, goals and aims of both institutions present relevant synergies and areas for collaboration;

Have reached the following understanding:

## **Section I**

### **Purpose**

The purpose of this Memorandum of Understanding is to establish the terms under which the Parties will promote cooperation activities in the area of prevention and control of communicable diseases.

## **Section II**

### **Cooperation Areas**

Subject to strategic priorities and available resources, the Parties intend to collaborate in the following areas of cooperation:

1. Communicable disease;
2. Epidemiological emergencies
3. Infectious diseases prevention and control
4. Any other cooperation area agreed by the Parties.

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## **Section III**

### **Modalities of cooperation**

1. Cooperation activities under this Memorandum of Understanding may be conducted in the following modalities, subject to their technical feasibility and the common interest of the Parties:
  - a) Exchange of information, particularly in the event of a public health emergency.
  - b) Exchange of training materials;

- c) Consult each other in the event of emerging health threats that may affect or concern Mexico or Europe.
  - d) Exchange of personnel closely related to the activities inherent in this Memorandum of Understanding.
  - e) Participation in congresses, conferences, symposia, meetings and scientific workshops organised by the Parties, and
  - f) Any other modality of cooperation mutually determined by the Parties.
2. Both Parties will designate liaison persons to ensure a smooth implementation of this Memorandum of Understanding.
3. Participation of experts, country representatives and other stakeholders in meetings and tasks performed as a result of this Memorandum of Understanding, will follow the internal rules of ECDC for such participation (e.g. rules on selection of experts; reimbursement of expenses of participants in meetings, where funded by ECDC).
4. The Parties understand the need to coordinate the content and communication procedures prior to any external communication about joint activities.

## **Section IV**

### **Joint Action Plans**

For the implementation of this Memorandum of Understanding, the Parties may establish Joint Action Plans, in which the activities to be executed would be detailed, indicating in each case: objectives and activities to be developed; work calendar; profile, stays and number of assigned personnel, if applicable; financing; responsibility of each Party; allocation of human and material resources; monitoring mechanism and any other aspect deemed necessary.

The Parties will decide at all times, by mutual agreement and in a coordinated manner, the details and future directions of the specific activities to be carried out or the adaptations that may be necessary.

## **Section V**

### **Financial Resources**

The activities of cooperation developed will be funded by the resources available to each of the Parties. The Parties acknowledge that the cooperation between them is voluntary and limited according to the available resources and strategic decisions linked to resource allocation.

## **Section VI**

### **Protection of the Intellectual Property**

The Parties intend to protect the intellectual property that may be generated as a result of the execution of this instrument, for which they would contract the pertinent agreements.

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## **Section VII**

### **Protection of the information**

The Parties will do their best to protect the information exchanged within the framework of this Memorandum of Understanding, so that it is not shared with third parties, without the prior consent of the Party who provided it. If deemed appropriate, they could enter into separate confidentiality instruments.

## **Section VIII**

### **Labor Relations**

The personnel employed by any of the Parties who work in the development and implementation of this Memorandum of Understanding, will remain affiliated with their original employer, so the other would not be considered as a supportive or substitute employer.

## **Section IX**

### **Consultations**

The Parties may consult with each other, at any time, in order to address any aspect related to the implementation or interpretation of this Memorandum of Understanding.

## **Section X**

### **Final Provisions**

1. This Memorandum of Understanding shall enter into force from the date of its signature and shall remain in force for five years, being renewed for an additional period of equal duration, with the prior written agreement of the Parties.
2. The Parties may modify this Memorandum of Understanding by mutual decision, specifying the date from which such modifications would be applicable.
3. Any of the Parties may end its participation in this Memorandum of Understanding, by prior written notice addressed to the other Party three (3) months in advance.

4. Termination of this Memorandum of Understanding would not affect the conclusion of ongoing cooperative activities, unless the Parties decide otherwise.
5. Cooperation on this Memorandum of Understanding is purely voluntary. None of its provisions grants legally enforceable rights to any of the Parties with respect to the other.

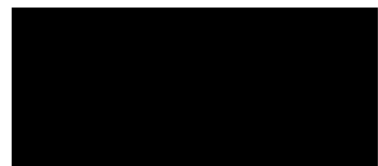
Signed in Mexico City the 21 of June; signed in Stockholm, Sweden the 21 of June, in two copies in English and Spanish languages, all texts being equally authentic.

**FOR THE SECRETARIAT OF HEALTH  
OF THE UNITED MEXICAN STATES**



**Jorge Carlos Alcocer Varela**  
**Secretary**

**FOR THE EUROPEAN CENTRE FOR  
DISEASE PREVENTION AND CONTROL**



**Andrea Ammon**  
**Director**