

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL
AND
THE WORLD HEALTH ORGANIZATION, REPRESENTED BY ITS REGIONAL OFFICE FOR EUROPE

The European Centre for Disease Prevention and Control; represented by Pamela Rendi-Wagner (Director of the European Centre for Disease Prevention and Control) hereinafter referred to as 'ECDC'

And

The World Health Organization (WHO), represented by its Regional Office for Europe, hereinafter referred to as 'WHO/EURO'

(ECDC and WHO/EURO in this Memorandum of Understanding are each referred to as an 'Organisation' and together as, 'the Organisations')

- Since 2005, ECDC and WHO/EURO have been successfully collaborating in many areas of common interest based on their respective mandates, and this collaboration was systematically expanded and reinforced through strategic and technical alignment between the Organisations.

- The basis for this cooperation is provided in the mandates of the Organisations, for ECDC being Regulation (EC) No 851/2004 of the European Parliament and of the Council of 21 April 2004, establishing a European Centre for Disease Prevention and Control, as amended by Regulation (EU) 2022/2370 of the European Parliament and of the Council of 23 November 2022 (ECDC Founding Regulation), and for WHO/EURO the Constitution of the World Health Organization adopted by the International Health Conference, signed on 22 July 1946, and entering into force on 7 April 1948.

- ECDC's mission, as stated in its mandate, is to identify, assess and communicate current and emerging threats to human health from communicable diseases and related special health issues. In order to achieve this mission, ECDC works in partnership with national health protection bodies across Europe to strengthen and develop continent-wide disease surveillance and early warning systems. By working with experts throughout Europe, ECDC pools Europe's public health knowledge to develop authoritative scientific opinions and science-based recommendations about the risks posed by current and emerging communicable diseases.

- WHO, a specialised agency of the United Nations, having its headquarters in Geneva, Switzerland, through its Regional Office for Europe (with its head office in Copenhagen, Denmark), is the directing and coordinating authority on international health work, and responsible for providing leadership on global and regional health matters, including establishing global and regional health strategies, shaping the health research agenda, setting health norms and standards, articulating evidence-based policy options, providing technical support to countries, conducting surveillance for disease threats and monitoring and assessment of other health trends. In addition, and in line with its coordinating role under the International Health Regulations (IHR) 2005, WHO provides global and regional direction and support to its Member States and IHR States Parties for preparedness and response to health emergencies.

- Having learned from the 20 years of collaboration and the unprecedented magnitude of cooperation during the COVID-19 pandemic,

- Considering the new emerging areas of cooperation derived from recent developments in both Organisations and the changing public health landscape,
 - Acknowledging the requirement under European Union (EU) law (which applies to ECDC) for the EU candidate and potential candidate countries to implement the EU acquis on serious cross border health threats, including participation in ECDC activities, networks, and systems, to prepare their potential future participation in the activities of ECDC,
 - Recognising that, among the 53 Member States of the WHO European Region, all EU and European Economic Area (EEA) Member States are WHO Member States and State Parties to the International Health Regulations (IHR) 2005 with the exception of Liechtenstein, which is an EEA Member State and IHR State Party, but not a WHO Member State,
 - Acknowledging that ECDC will be bound by the forthcoming delegated and implementing acts enacted in accordance with Regulation (EU) 2022/2371 of the European Parliament and of the Council of 23 November 2022 on serious cross-border threats to health,
 - Acknowledging the forthcoming agreement between the European Commission and WHO to establish a framework for enhanced cooperation with the WHO, in particular as regards reporting and reviewing activities, in the light of which this Memorandum of Understanding should be read.
- The Organisations agree, within their respective mandates, to renew and strengthen collaboration and coordination, and have reached the following understanding:

Section 1: Aim of the MoU

Through this Memorandum of Understanding (MoU), the Organisations aim to agree on a framework of cooperation and understanding, which is intended to enable them to coordinate and collaborate technically and strategically on matters of mutual responsibility and interest, in communicable disease prevention and control. Such cooperation aims to reduce duplication of effort by the Organisations and to avoid double reporting of public health information by EU and EEA Member States.

Section 2: Areas of Cooperation

1. The Organisations intend to cooperate and/or coordinate their work in the following areas:
 - a. Communicable disease surveillance and risk assessment,
 - b. Public health emergency preparedness and response (including the communicable disease consequences of humanitarian disasters)
 - c. Laboratory, biosafety and biosecurity
 - d. Public health training, including fellowship and continuous professional development programmes
 - e. Prevention of communicable diseases
 - f. Antimicrobial resistance, antimicrobial consumption, healthcare-associated infections and infection prevention and control
 - g. Emerging, food -and waterborne and vector-borne diseases, and zoonotic diseases
 - h. Vaccine-preventable diseases and immunisation
 - i. Coronavirus, influenza, and other respiratory infections
 - j. Sexually transmitted infections, blood-borne viruses and tuberculosis
 - k. Communication, including infodemic management and science communication
 - l. Behavioural and cultural insights
 - m. Mathematical and spatiotemporal modelling in public health
 - n. Digital public health
 - o. One Health approach
 - p. Any other areas deemed relevant by the Organisations

The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Organisations on other issues of common interest.

2. This MoU is not an international convention or agreement, is not subject to international law, is not intended to give rise to any rights or obligations at international law and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either ECDC or WHO.

3. All cooperation under this MoU shall be implemented in accordance with the respective mandates, governance arrangements, and international legal instruments and framework applicable to each Organisation, and nothing herein shall alter or affect the foregoing.

Section 3: Modalities of Cooperation

Considering the Organisations' respective regulatory frameworks, cooperation activities under this MoU may be conducted in accordance with the following modalities, subject to regulatory and technical feasibility and the common interest of the Organisations and in accordance with their respective mandates, missions, ongoing programmes, and available human and financial resources:

a. Coordination

The Organisations intend to designate contact persons who meet regularly to ensure the smooth implementation of this MoU. The Organisations aim to meet at least once every year to monitor and plan relevant joint activities in an Annual Collaboration Planning and Joint Activities Document, which includes any necessary due diligence with respect to data protection and intellectual property. The Organisations intend to conclude additional agreements on specific matters as required, for example, to regulate co-publication and the sharing and storage of data. In addition, the Organisations will develop and keep updated a detailed surveillance data cooperation annex to the Annual Collaboration Planning and Joint Activities Document.

The ECDC Director and the WHO Regional Director for Europe aim to meet regularly to shape the overall strategic collaboration between the Organisations and provide high-level guidance.

b. Exchange of Information and Data

The Organisations intend to exchange the information that they consider necessary to promote progress in the areas of common interest, as outlined in Section 2 above, including monitoring and reporting on trends in communicable diseases over time. WHO/EURO acknowledges the obligation on the part of ECDC to comply with EU data protection legislation.

ECDC acknowledges the obligation on the part of WHO/EURO to comply with its data protection framework. Accordingly, a pre-requisite for any transfer of personal data or other processing operation between the Organisations is that they are regulated in appropriate data protection agreements.

c. Interoperability of Information Systems and Tools

Where applicable and mutually agreeable, the Organisations intend to aim for organisational, semantic and technical interoperability to ensure the efficient data exchange and to ensure each Organisation maintains the ability to sufficiently achieve programmatic objectives. In addition, the Organisations may share information and knowledge regarding the development of new IT tools and projects where appropriate and where this might impact ongoing cooperation. Any anticipated modifications to, changes or introduction of new, information systems and/or tools impacting ongoing cooperation should where possible be communicated in a timely and adequate manner to the other Organisation to allow the receiving Organisation to assess any potential impacts on operations and/or activities.

d. Mutual Consultation and Technical Alignment

Where possible and appropriate in accordance with each Organisation's mandate, the Organisations will endeavour to promote aligned scientific and technical guidance.

Where aligned scientific and technical guidance is not possible, the guiding principle will be to avoid conflicting requirements. In the event technical products or positions differ, efforts should be made to clarify and explain the rationale for any differences.

The Organisations will endeavour to consult one another in a timely manner in the event of an emerging health threat that may affect or concern Europe. This includes consultation on respective risk assessments.

e. Country Support and Missions

Where possible, in the spirit of effective partnership, and to avoid duplication of activities, the Organisations will endeavour to organise country missions jointly, where and when considered appropriate. In addition, to further enable effective partnership for country support, the Organisations agree to inform each other of their annual or multiannual plans for such country support activities.

f. Scientific Collaboration

Where possible and appropriate and in line with their respective governance mandates, the Organisations will provide opportunities for staff or other personnel possessing the relevant technical expertise of each Organisation to participate in each other's meetings which are not of a governance nature, which may include congresses, conferences, symposia, meetings, and scientific workshops within the areas of cooperation.

g. Complementarities and Synergies

The Organisations will aim to identify complementarities and synergies of networks, working groups and other collaboration arrangements established within their respective mandates.

h. Any Other Modality of Cooperation Mutually Agreed by the Organisations

The Organisations may establish other modalities of cooperation at any time by way of agreement in writing.

Section 4: Modalities of Cooperation regarding public health events

In case of a public health emergency of international concern pursuant to the IHR (2005), or of other public health events which the Organisations find of significant potential importance, which may include outbreaks of diseases of unknown origin, the Organisations will collaborate, as appropriate, and subject to their respective mandates, governance, and applicable international legal instruments, regarding public health event surveillance, scientific advice, and response and communication activities, which may include organising joint meetings and missions to countries, producing joint outputs and complementing each other's work. Such collaboration will ensure the operational mandates of both Organisations are not compromised.

In establishing new data collection systems and surveys in response to health emergencies, the Organisations will endeavour, where appropriate, to seek to reduce duplication of efforts by their respective Member States by developing joint approaches.

Section 5: Modalities of Cooperation for Public Health Surveillance Data Sharing or Processing

Each Organisation intends to continue with the cooperation relating to public health surveillance data sharing between the Organisations, consistent with their respective mandates, regulatory frameworks, organisational requirements and responsibilities to their respective Member States. The Organisations intend to ensure adequate mechanisms are implemented to facilitate such data sharing. Any public health surveillance data exchanged under the MoU will be pseudonymised or exchanged at an aggregate level.

For some specific diseases and situations, cooperation in this area may include storing or other processing of public health surveillance data by ECDC on behalf of WHO/EURO. For such processing operations, in the event that they occur and involve personal data, WHO/EURO shall be deemed controller of any personal data, and ECDC processor.

Section 6: Conflict of Interest

Each Organisation acknowledges that it applies its own rules on prevention and management of conflicts of interest, including regarding the activities covered by this MoU.

Section 7: Confidentiality, Public Access to Documents and Data Protection

1. It is acknowledged that each Organisation may possess confidential information. When information provided in the context of this MoU is described by the Organisation providing it (the "Disclosing Organisation") as confidential, the Organisation receiving the information (the "Receiving Organisation") shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The Receiving Organisation shall ensure that any persons having access to the said information shall be made aware of and be bound by equivalent confidentiality obligations. However, there shall be no obligation of confidentiality or restriction on use where:

- a. the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Organisation; or
- b. the information was already known to the Receiving Organisation (as evidenced by its written records) prior to its receipt; or
- c. the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Organisation; or
- d. the information is required to be disclosed by law, provided that the Receiving Organisation shall in such case notify the Disclosing Organisation in writing as soon as possible of such obligation and shall provide adequate opportunity in accordance with the applicable law, to the Disclosing Organisation to object to such disclosure or request confidential treatment thereof (provided always, however, that nothing contained herein shall be construed as a waiver of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction). Such objections to disclosure or request for confidential treatment will be fully taken into account by the Receiving Organisation prior to any decision to disclose.

Such confidentiality obligations shall continue for an indefinite period after termination or expiration of this MoU, unless specifically agreed in writing by the Organisations.

2. The Organisations recognise that they are each subject to their respective legal and regulatory requirements concerning access to documents and protection of personal data, and in particular:

- a. ECDC observes and is bound by Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents and Council Regulation (EC) No. 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. ECDC shall act in accordance with these regulations in the implementation of the activities undertaken under this MoU; and
- b. The WHO Data Principles (<https://www.who.int/data/principles/>) provide the regulatory framework for data governance in WHO and act as the foundation for data-related policies of the Organization, including the WHO Policy on the use and sharing of data collected by its Member States outside the context of public health emergencies (2017) (<https://data.who.int/about/data/data-policy>) and the Policy Statement on data sharing by

WHO in the context of public health emergencies (2016) (https://iris.who.int/bitstream/handle/10665/254440/WER9118_237-240.pdf). The treatment of personal data under the International Health Regulations (2005) is governed by Article 45 of the IHR (2005).

c. WHO's framework for the processing of personal data comprises the WHO Personal Data Protection Policy (<https://www.who.int/about/policies/publishing/data-policy>) and the UN Personal Data Protection and Privacy Principles (<https://archives.un.org/sites/archives.un.org/files/un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf>)

WHO/EURO shall act in accordance with these principles, policies and regulations in the implementation of the activities undertaken under this MoU.

Section 8: Costs

Each Organisation shall be fully responsible for the funding of its activities under this MoU, except as may otherwise be agreed. No transfer of funds between the Organisations is envisioned in connection with this MoU, and any such transfer of funds would be subject to an appropriate separate agreement between the Organisations.

Section 9: Responsibility of the Organisations

Each Organisation will be solely responsible for the manner in which it carries out its part of the activities under this MoU. Thus, an Organisation will not be responsible for any loss, accident, damage or injury suffered or caused by the other Organisation, or that other Organisation's personnel or contractors, in connection with, or as a result of, the collaboration under this MoU.

Section 10: Standards of Conduct

The Organisations have zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment and all forms of prohibited sexual behaviour), harassment and other types of abusive conduct. The Organisations shall comply with their respective policies dealing with ethics and professional conduct, anti-bribery, anti-corruption, workplace harassment and violence.

Section 11: Limitations to the Cooperation

1. Both Organisations acknowledge that the cooperation between them is voluntary and is subject to the availability of sufficient financial and human resources for that purpose as well as to strategic decisions linked to resource allocation, each Organisation's programme of work, priority activities, internal rules, and regulations.
2. Both Organisations acknowledge that any collaboration pursuant to this MoU is non-exclusive in nature, and that each Organisation is free to collaborate with other actors, international, regional, national, or otherwise, as each such Organisation shall determine, in line with that Organisation's rules, practices, and mandate. This includes, without limitation, collaboration with other regional and/or relevant national and subnational health and public health authorities, centres for disease control and institutions.
3. The participation of experts and other stakeholders in meetings and tasks performed as a result of this MoU will follow the internal rules of ECDC or the internal rules of WHO (as applicable) for such participation (e.g., rules on selection of experts; re-imburement of expenses of participants in meetings; management of conflict of interest etc).

4. Neither Organisation shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Organisation, except as may be authorized in writing by the other Organisation.
5. Neither Organisation may use the name, emblem or logo of the other Organisation without the prior written consent of the other Organisation. The use of the Organisations' logos in any joint publications shall be governed by the provisions of a separate Co-publishing Agreement which is intended to be concluded between them.
6. None of the provisions of this MoU gives rise to legally enforceable rights to one Organisation against the other. Notwithstanding, the Organisations intend to apply efforts in good faith in order to implement this MoU.

Section 12: Disclosure and Publicity

1. Subject to the provisions of Section 11, paragraph 5, above, each Organisation may acknowledge the existence of this MoU to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Organisation's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this MoU.
2. Each Organisation may publish this MoU on its website, provided that the context in which each Organisation intends to do so will be subject to the advance written agreement of the other Organisation (agreement not to be unreasonably withheld).

Section 13: Amendment and termination

1. This MoU shall commence upon its signature by both Organisations and shall have a duration of five years, which is automatically renewed for further periods of five years at a time. Either Organisation can at any time and at its sole discretion for any or no stated reason discontinue the MoU, subject to six months' prior notice to the other Organisation. If this MoU is discontinued, the Organisations should ensure that the cessation of their collaboration and any ongoing activities is handled in a timely and orderly manner. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this MoU as of the time of such notice of termination.
2. The collaboration may vary in scope or be discontinued at any time, depending on what is in the best interests of the Organisations, as determined by each Organisation respectively in its sole prerogative. Any variation to the content of the MoU will be mutually agreed in writing.
3. Any unforeseen situation or event relating to the cooperation and coordination of the Organisations which is not addressed in this MoU should be discussed by both Organisations in good faith in a timely manner. Such discussions should address whether amendments may be required to the MoU in order to uphold the principles of cooperation and coordination outlined herein.
4. All notices to be given under this MoU are to be provided in writing.
5. A joint review of the MoU and the collaboration hereunder will be carried out periodically at the request of either Organisation. The modalities for such review will be jointly agreed between the Organisations in advance.

Section 14: Settlement of Disputes

Any dispute arising from the application or interpretation of this MoU should be finally settled through direct consultations and negotiations between the Organisations, entered into in good faith.

Section 15: Privileges and immunities

Nothing in or relating to this MoU shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and its officials under any source of law, or as a submission to the jurisdiction of any national court or tribunal.

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities of ECDC under Protocol No. 7 to the Treaty on European Union, on the Privileges and Immunities of the European Union.

This Memorandum of Understanding replaces the existing Administrative Arrangement that was concluded between the Organisations on 25 March 2011. Therefore, the Administrative Arrangement is hereby terminated by mutual agreement of the Organisations.

For: The European Centre for Disease Prevention and Control

Name: Pamela Rendi-Wad

Title: Director

Date:

29/01/2012

For: The World Health Organization, Regional Office for Europe

Name: Hans Kluge

Title: Regional Director

Date:

29/01/2012