

MEMORANDUM OF UNDERSTANDING
between
the Interparliamentary Assembly of Member Nations of the
Commonwealth of Independent States
and
the Regional Office for Europe of
the World Health Organization

Preamble

The Interparliamentary Assembly of Member Nations of the Commonwealth of Independent States (hereinafter referred to as the IPA CIS), represented by Ms Valentina Ivanovna Matvienko, Chairperson of the IPA CIS Council, and the Regional Office for Europe of the World Health Organization (WHO) (hereinafter referred to as the Regional Office), represented by Dr Zsuzsanna Jakab, WHO Regional Director for Europe, (hereinafter referred to as the Parties),

Mindful that the main purpose of the IPA CIS is to promote cooperation in the political, economic, environmental and humanitarian spheres, building on the universal principles and norms of international law, and that the strategic objectives of WHO are to promote the strengthening of public health and intersectoral health cooperation;

Guided by the Convention on the Interparliamentary Assembly of Member Nations of the Commonwealth of Independent States (1995), the Constitution of the World Health Organization (1948), the Strategy “Health of the population of Member Nations of the Commonwealth of Independent States” (2016), the decisions and resolutions of the World Health Assembly and of the WHO Regional Committee for Europe on strengthening cooperation with international organizations and other partners; the principles of Health 2020: a European policy framework and strategy for the 21st century (2012) and the United Nations 2030 Agenda for Sustainable Development (2015);

Recognizing that commitment to the norms of international law in the development of national legislation may be crucial for ensuring the stable social and economic development of Member Nations of the IPA CIS and their welfare, as well as for the process of harmonization of national laws, including those aimed at promoting public health;

Wishing to contribute to the social and economic potential of Member Nations of the IPA CIS, building on long-term intersectoral experience in developing and implementing effective public health programmes;

Arrived at mutual understanding on the following.

Article 1

The purpose of this Memorandum of Understanding (hereinafter referred to as MOU) is to provide a framework for the joint efforts of the IPA CIS and of the Regional Office to promote the public health legislation and policies of Member Nations of the IPA CIS.

Article 2

The IPA CIS and the Regional Office shall make joint efforts to identify and to provide relevant information to decision-makers in public health, including on issues related to implementation of the Strategy on the health of population of Member Nations of the Commonwealth of Independent States, Health 2020: a European policy framework and strategy for the 21st century and the 2030 Agenda for Sustainable Development at the national, regional and international levels.

Article 3

Where possible and appropriate and in order to achieve the objective of this MOU, the IPA CIS and the Regional Office consider it necessary to:

1) apply the experience of the Regional Office in matters related to strengthening public health, health systems and international health cooperation in order to raise awareness among Member Nations of the IPA CIS regarding such areas;

2) discuss, at the expert level, issues concerning the promotion of public health and regional and subregional health cooperation, and support the presentation of such issues at the IPA CIS permanent commissions and plenary sessions as necessary;

3) support the exchange of experience and legal information among Member Nations of the IPA CIS on the implementation of policies related to public health and international health cooperation;

4) share information of mutual interest, including regarding ongoing activities and future plans, and exchange invitations to participate in relevant events; and

5) facilitate dialogue on public health among lawmakers, governments and the broader public of Member Nations of the IPA CIS.

Article 4

Cooperation under this MOU shall be subject to the following:

1) it shall be based on principles of mutual respect, openness and good faith;

2) it shall be voluntary and based on the common interests of both Parties;

3) priorities for cooperation within joint projects, the choice of partners and the terms of cooperation under the present MOU shall be subject to the agreement of the Parties;

4) cooperation shall include expert discussions and assistance during the development of model laws of the IPA CIS aimed at protecting public health, as well

as during the review of such model laws prior to incorporation into national laws of Member Nations of the IPA CIS;

5) the scope of cooperation may include mutual participation in international conferences and workshops and other events aimed at fostering the exchange of information between parliamentarians, promoting relevant studies and providing expert support. The Parties may wish to broaden the scope of their cooperation as they deem necessary;

6) the Regional Office shall utilize the results of this cooperation in its collaborative programmes with ministries of health of Member Nations of the IPA CIS where appropriate and possible;

7) the Parties may wish to implement joint projects on the basis of separate agreements that reflect the terms of participation of the Parties in such projects, as well as the expenses to be borne by each Party.

Article 5

Any collaborative activity as envisaged in Articles 3 and 4 shall be subject to the availability of sufficient financial and human resources for that purpose, as well as to each Party's programme of work, priority activities, internal rules, regulations, policies and administrative procedures and practices. Each collaborative activity shall thus be agreed on a case-by-case basis and is subject to a separate exchange of letters or agreement.

Article 6

1. Each Party hereto ensures the funding of its activities under this MOU except as may otherwise be agreed expressly in this MOU or in a separate agreement. Any transfer of funds between the Parties shall be made under an appropriate separate agreement, to be negotiated in good faith between the Parties.

2. Each Party administers the funds handled by it in accordance with its financial regulations, rules and administrative practices.

Article 7

It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any such information shall only be shared between the Parties under an express confidentiality disclaimer specifically covering such information, in which case the receiving party shall take all reasonable measures to keep such information confidential and shall use such information only for the purpose for which it was provided.

Article 8

1. Subject to the proprietary rights of each Party and/or of others, and without prejudice to obligations of confidentiality, the results of any collaborative activity

under this MOU may be published by either Party. The Parties are encouraged to publish the results of their joint work collaboratively. The guidelines for authorship of major, international, peer-reviewed journals shall be used to establish the authorship of collaborative publications. With regard to separate publications referred to in point 8.3, it is agreed that, in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Party shall transmit to the other Party for its review the material intended to be published at least 60 (sixty) days before a proposed publication is submitted to an editor, publisher, referee or meeting organizer. In the absence of any objection in writing by the other Party within the 60-day period concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledge both Parties. In addition to review of the content of publications as referred to above, each Party shall have the right to review the acknowledgement and request reasonable changes to the use of its name or that its name be deleted.

2. Copyright in any jointly prepared publication resulting from or relating to any collaborative activities under this MOU shall be vested in the IPA CIS and WHO jointly. The Parties shall each, independently and severally, be entitled to exploit such copyright in any manner and for any purpose that they each, in their sole discretion, deem appropriate, with the exception that no use shall be made of such publications for or in conjunction with commercial and/or promotional purposes.

3. Copyright in any publications resulting from or relating to any collaborative activities under this MOU and prepared solely by one of the Parties hereto shall be vested in that Party, provided that any such publication is submitted to the other Party for review and comment in accordance with paragraph 8.1.

Article 9

1. Nothing in this MOU shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent between the Parties. Neither Party shall have the authority to make any statement, representation or commitment of any kind or to take any action that shall be binding on the other Party, except as may be explicitly provided for in this MOU or authorized in writing by the other Party.

2. Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MOU. Thus, a Party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other Party or the other Party's staff or subcontractors in connection with, or as a result of, the collaboration under this MOU.

Article 10

Except as explicitly provided for in this MOU, neither Party shall, in any statement or material of a promotional nature, refer to the relationship of the other Party to the collaboration pursuant to this MOU, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of the other Party.

Article 11

The MOU may be terminated by either Party after six months of its entry into force with three months' prior notice in writing to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this MOU shall be without prejudice to:

- 1) the orderly completion of any ongoing collaborative activity; and
- 2) any other rights and obligations of the Parties accrued prior to the date of termination of this MOU.

Article 12

Any dispute relating to the interpretation or application of this MOU shall be settled amicably by consultation between the Parties. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties or, in the absence of such agreement, in accordance with the United Nations Commission on International Trade Law Arbitration Rules. The Parties shall accept the arbitral award as final.

Article 13

1. Nothing in this MOU shall interfere with the privileges and immunities of the IPA CIS as an international organization and of WHO, including the Regional Office, as an intergovernmental organization.

2. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IPA CIS in accordance with the Convention on the Interparliamentary Assembly of Member Nations of the Commonwealth of Independent States of 26 May 1995 and of WHO in accordance with the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947, or otherwise under any national or international law, convention or MOU.

Article 14

1. This MOU does not constitute an international agreement and does not create rights and obligations regulated by international law.

2. Matters not reflected in this MOU are subject to separate discussion and agreement by the Parties.

Article 15

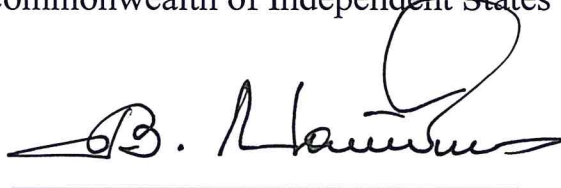
This MOU may be changed and amended by written agreement of the Parties, through signing of a respective letter of amendment constituting an integral part of this MOU.

Article 16

Done in Saint Petersburg on 6 March 2018 and in Copenhagen on 23 March 2018, with the Parties exchanging signed copies using the services of a national postal system or specialized courier agencies. The date of signature by the second Party on 23 March 2018 shall be considered as the date of entry into force of the MOU.

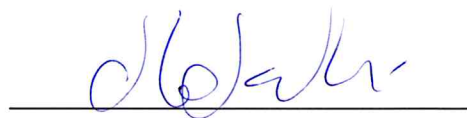
Signed in four original copies in English and Russian, each having equal legal effect.

Chairperson of the Council of the
Interparliamentary Assembly of
Member Nations of the
Commonwealth of Independent States



Valentina Matvienko

World Health Organization
Regional Director for Europe



Zsuzsanna Jakab