

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into by and between the World Health Organization, through its Regional Office for Europe (hereinafter referred to as "WHO/Europe") and the European Public Health Association (hereinafter referred to as "EUPHA").

WHO/Europe and EUPHA are each individually referred to herein as "a Party" and collectively as "the Parties".

WHEREAS WHO/Europe is the directing and coordinating authority on international health work, and responsible for providing leadership on global health matters, shaping the health research agenda, setting norms and standards, articulating evidence-based policy options, providing technical support to countries and monitoring and assessing health trends;

WHEREAS EUPHA is the umbrella organisation for national public health associations (NPHAs) in Europe. EUPHA's mission is to facilitate and activate a strong voice of the public health network by enhancing visibility of the evidence and by strengthening the capacity of public health professionals. EUPHA has 84 members from 47 out of the 53 countries of the WHO Regional Office for Europe and brings together around 39,000 public health professionals for scientific exchange and capacity building. EUPHA's main tools are its peer-reviewed, Open Access journal the European Journal of Public Health (EJPH), EUPHA's thematic sections bringing together expertise on a wide range of topics, the annual European Public Health Week (EUPHW), and the annual European Public Health (EPH) conferences.

NOW THEREFORE, the Parties hereby agree to strengthen their cooperation and to establish appropriate collaboration arrangements for the satisfactory implementation of this MOU as follows:

1. Areas of Collaboration

1.1 Where possible and appropriate, the Parties shall collaborate on the following areas of collaboration, as described in Annex 1 attached hereto, which forms an integral part of this MOU:

- 1.1.1 Building the evidence base and facilitating the uptake of evidence in policy and decision-making
- 1.1.2 Creating links between local/regional/national and international levels for knowledge exchange
- 1.1.3 Empowering the public health community
- 1.1.4 Joint advocacy on issues of common interest

1.2 All decisions concerning the areas of collaboration shall be taken jointly by the parties. Any collaborative activity as outlined in Annex 1 shall be subject to the availability of sufficient financial and human resources for that purpose, as well as

each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity shall thus be agreed on a case-by case-basis, subject to a separate exchange of letters or agreement.

2. Funding

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

2.2 In case of transfer of funds between the Parties, each party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices. The accounts shall be subject to audit in accordance with the party's audit rules and procedures and a copy of the report of the external auditor shall be sent to the other party, if so requested, as soon as it becomes available.

3. Focal Points

3.1 Each Party shall nominate a focal point to facilitate discussions between WHO/Europe and EUPHA in respect of any matters arising from this MOU.

3.2 The Parties designate the following individuals to serve as the coordinators or focal points for the execution of the MOU, until notification in writing to the contrary:

By WHO/Europe: Emilia Aragón de León, Technical Officer, Public Health Policy

By EUPHA: Charlotte Marchandise, EUPHA Executive Director

4. Confidentiality

4.1 It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MOU and/or any subsequent letter of agreement shall be treated by the Receiving Party as confidential. In this connection, the receiving Party 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 Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder. However, there shall be no obligation of confidentiality or restriction on use where:

- i. the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or
- ii. the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or
- iii. the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party.

5. Copyright

5.1 As a general rule, the Parties shall decide jointly what deliverables and works are to be produced under the MOU and who shall be responsible for the preparation of such deliverables and works. The Party responsible for the preparation of such deliverables and works shall retain the copyright with a non-exclusive, sub-licensable, world-wide, royalty-free licence to the other Party to use the deliverables and works for institutional non-commercial purposes, in all manners and in all formats, giving the corresponding acknowledgement to the other Party.

5.2 All intellectual property owned by a Party before this MOU or developed by a Party on their own during the term of this MOU shall be vested in that Party.

5.3 All intellectual property rights in materials developed jointly by the Parties shall be vested in the Parties. Each Party shall be permitted to use such materials for institutional non-commercial purposes, giving the corresponding acknowledgement to the other Party. Prior to publishing, the parties shall consult in good faith and designate either Party to act as the lead publishing party in each case.

5.4 All intellectual property rights of derivative works developed by a Party including materials from the other Party will be held by the Party who developed it, so long as it includes proper acknowledgement to the other Party.

5.5 All technical contributions to the information products developed under this MOU shall be appropriately acknowledged, unless a Party does not wish to be associated with the deliverables or works, and the wording of such acknowledgement shall be agreed between the Parties. The financial contributions shall be acknowledged separately, discreetly and without logos, in accordance with the Parties' internal rules and regulations.

6. Publications

6.1 WHO/Europe and EUPHA agree that:

- a) Subject to the proprietary rights of WHO/Europe and EUPHA respectively, and subject to the proprietary rights of others, each Party (the "Publishing Party") may prepare and issue publications on its own under the Project provided that the other Party has been given the opportunity to comment on the content before publication, which comments shall be given due and good faith consideration by the Publishing Party. Any matter identified as

confidential shall be removed by the Publishing Party. WHO/Europe will review such publications in accordance with its own policies and rules. The Publishing Party will provide a copy of the publication to the other for record-keeping purposes.

- b) A Party shall have the right to claim copyright of any publication as a whole issued by it under the Project. The copyright of any contribution made to the publication by the other Party (the "Contributing Party") will be retained by the Contributing Party with a non-exclusive, sub-licensable, world-wide, royalty-free licence to the publishing party to deal with the contribution for all purposes, in all manners and in all formats, as part of the publication. The Contributing Party will be appropriately acknowledged in the publication. If such technical contribution has been substantial, the Parties may agree to add the logo of the Contributing Party on the cover and first page of the publication, subject to internal clearances.
- c) The collaboration of the Parties shall be duly acknowledged in any publication resulting from the Project, unless a Party does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the Parties.
- d) No publication or other work resulting from the Project shall contain commercial advertising or be used for the promotion of any commercial product or service.

7. Use of the Parties' Names

7.1 A Party may not use the logo of the other Party unless that Party has given its prior approval in writing. Without the prior written consent of the other Party, neither Party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the Parties under this MOU.

8. Relationship and responsibility of the Parties

8.1 Nothing in this MOU shall be construed or deemed as creating a relationship of joint venturers, partners, employer/employee, principal or agent between the Parties, its employees, agents or officers. Neither Party 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 Party, except as may be explicitly provided for in this MOU or authorized in writing by the other Party.

8.2 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 that other Party's staff or sub-contractor, in connection with, or as a result of, the collaboration under the MOU.

9. Compliance with WHO Policies

9.1 By entering into this Memorandum of Understanding, EUPHA acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, EUPHA shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any Project activities under the Memorandum of Understanding. Without limiting the foregoing, EUPHA shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which EUPHA becomes aware. For purposes of this Memorandum of Understanding, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics; (ii) the WHO Policy on Preventing and Addressing Sexual Misconduct; (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Preventing and Addressing Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

10. Zero tolerance for sexual misconduct any any type of abusive conduct

10.1 WHO has 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 behavior), harassment and any type of abusive conduct (i.e. discrimination, abuse of authority, and harassment). In this regard, and without limiting any other provisions contained herein, EUPHA warrants that it shall: (i) take all reasonable and appropriate measures, including training, to prevent any form of sexual misconduct as described in the WHO Policy on Preventing and Addressing Sexual Misconduct and any type of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized by it to perform any activities under the MoU, (ii) promptly report to WHO, through the WHO Office of Internal Oversight Services (investigation@who.int or through the WHO Integrity Hotline which can be accessed via <https://www.who.int/about/ethics/integrity-hotline>), and respond to and take corrective measures, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which EUPHA becomes aware, and (iii) cooperate with WHO in relation to the response to such actual or suspected violations.

11. Anti-Terrorism and UN Sanctions; Fraud and Corruption

11.1 EUPHA warrants for the entire duration of the Memorandum of Understanding that:

- (i) it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- (ii) it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the implementation of the Project;
- (iii) it has taken all reasonable and appropriate measures to inform any natural and/or legal persons engaged or otherwise utilized to perform any activity under the Memorandum of Understanding of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption and their duty to comply with the principles set out in the aforementioned Policy;
- (iv) it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the implementation of the Project; and
- (v) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which EUPHA becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, EUPHA agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

12. Breach of essential terms

12.1 EUPHA acknowledges and agrees that each of the provisions of clause 9 (Compliance with WHO Codes and Policies), clause 10 (Zero tolerance for sexual misconduct and any type of abusive conduct), and clause 11 (Anti-Terrorism and UN Sanctions; Fraud and Corruption) above constitutes an essential term of this

Memorandum of Understanding and that in case of breach of this provision, WHO may, in its sole discretion, decide to terminate this Memorandum of Understanding and/or any other agreement concluded by WHO with EUPHA, immediately upon written notice to EUPHA, without any liability for termination charges or any other liability of any kind.

13. Duration, Termination and Modification

13.1 This MOU will begin on signature by the authorized official of each Party below and shall remain in effect for a period of five years. The MOU will be reviewed biennially to assess results.

13.2 This MOU may at any time be terminated by the mutual consent of the Parties. In addition, either Party may terminate this MOU at any time by giving three months' written notice of termination to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this MOU shall be without prejudice to: (i) the orderly completion of any on-going collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination.

13.3 This MOU may be modified or extended by mutual consent of the Parties as expressed in writing.

14. Dispute Resolution, No Waiver

14.1 Any dispute arising from or relating to this MoU, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event the dispute is not resolved by conciliation within thirty (30) days, 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 agreement within thirty (30) days of written communication of the intent to commence arbitration, in accordance with the UNCITRAL Arbitration Rules. The Parties shall accept the arbitral award as final.

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



Signed on behalf of WHO/Europe



Signed on behalf of EUPHA

Annex I Project

WORKING TOGETHER TO BUILD THE EVIDENCE BASE FOR PUBLIC HEALTH

Background

WHO/Europe and EUPHA have a longstanding collaboration. This shows for example from WHO/Europe's monthly contribution to the European Public Health News section of the EJPH, its strong involvement in the preparations of the EUPHW, and its contribution to the development of the programme for the EPH conference through its participation in the International Conference Council (ICC) as well as organizing workshops at the EPH conference to share knowledge and experience. EUPHA is a regional non-State actor that has been accredited by the WHO Regional Committee for Europe to participate in its sessions. The project described in this MOU consolidates these ongoing collaborations, and identifies several specific areas of mutual interest in light of WHO's European Programme of Work 2020-2025 and EUPHA's Strategy 2020-2025: Analysis, Advocacy, Action (triple A).

This Annex describes the activities to be undertaken in partnership with one another on an institutional basis. The MOU does not cover other forms of collaboration which fall outside the categories described below, such as individuals closely associated with EUPHA serving as WHO Temporary Advisors.

Modes of collaboration

Depending on available resources, EUPHA and WHO/Europe will collaborate on:

- 1. Building the evidence base and facilitating the uptake of evidence in policy and decision-making**
 - Using the EJPH as a channel to publish joint articles or supplements.
 - Producing publications and EJPH e-collections on topics of mutual interest.
 - Maximizing the expertise of EUPHA's network and membership, for example, consulting EUPHA's sections on emerging public health issues or obstacles related to implementing WHO strategies/international policies, thus informing the international policy agendas.
 - Facilitating the participation of both WHO/Europe and EUPHA experts as speakers and panellists at the EPH conference or other events.

- 2. Creating links between local/regional/national and international levels for knowledge exchange**
 - Strengthen the interactions between EUPHA and the WHO Regions for Health Network, Healthy Cities Network and other relevant networks to exchange knowledge, expertise and experiences.
 - Strengthening links between EUPHA members and networks and WHO/Europe, including links between networks of public health professionals in countries and WHO Country Offices in the European Region.

3. Empowering the public health community

- Tapping on the expertise of both EUPHA and WHO/Europe as trainers, speakers and panellists when organising skills-building webinars, trainings and courses.
- Involving EUPHANxt, EUPHA's dedicated network for students and early career professionals whenever relevant to ensure input from and capacity building for the next generation of public health professionals.
- Co-developing capacity building tools and materials addressing the needs related to the capacity of public health professionals to participate in policy processes.
- Support the development of new public health professional networks in the Western Balkans, Caucasus and Central Asia, and strengthening existing public health professionals networks.

4. Joint advocacy on issues of common interest

- Disseminate relevant updates through newsletters and other internal and external communication channels, for example, sharing WHO/Europe updates through EUPHA's monthly newsletter, which at the time of writing has over 30,000 subscribers in Europe and beyond, or WHO/Europe disseminating relevant events and information as appropriate.
- Facilitate WHO/Europe contribution to the column in the EJPH, of which six editions are published per year
- Facilitate WHO/Europe engagement, at regional and country level, in the organization of the EUPHW

Setting priorities and regular evaluation

In line with EUPHA's and WHO/Europe's mandate, WHO/Europe and EUPHA may collaborate on many different topics, depending on what is urgent and what is on the policy agenda. For the purpose of this MOU however, several topics of particular interest to both Parties for collaborative efforts have been identified (see next paragraph). These priorities will be jointly evaluated by both Parties and may be amended on a biennial basis by mutual consent of the parties. The first evaluation shall take place after 2 (two) years from the date of signature of the MOU.

Topics of particular interest

1. Mental health

Mental health is one of the flagships areas of WHO European Programme of Work 2020-2025. In 2021, EUPHA's members identified mental health as the top priority for public health in the coming 5 years.

WHO/Europe and EUPHA will collaborate on the following topics related to mental health:

- Building the evidence for and advocating a public health approach towards mental health. EUPHA's section on Public mental health shall be an important contributor to building the evidence, while EUPHA's membership shall be instrumental for national level advocacy and facilitating the uptake of evidence.
- Building the evidence for the mental health effects of climate change. EUPHA's section on Public mental health and the section on Environment and Health shall contribute to this.
- Next to the possible evidence-building activities described above, the option to develop dedicated track reports, bringing together all relevant abstracts presented at the European Public Health Conference related to the abovementioned topics, and potentially other mental health-related themes may be explored.

2. Behavioural and cultural insights

Behavioural and cultural insights (BCIs) is also a flagship initiative under the European Programme of Work 2020-2025.

WHO/Europe and EUPHA will collaborate on the following topics:

- Leveraging EUPHA's membership as a sounding board for learning about the current level of knowledge and training needs of public health professionals related to BCI, and in support of setting up Communities of Practice for sharing experiences and joint learning, to support implementation of the BCI action framework.
- EUPHA experts contributing to WHO/Europe capacity building activities and tool development, to support implementation of the BCI action framework.

3. Health equity, social and economic determinants of health, and investment for health

EUPHA's strategy embraces the entire range of health determinants, including the biological, social, environmental, occupational, behavioural, political, and commercial, the health care system, and everything that influences the health of our planet..

WHO/Europe and EUPHA will collaborate on the following on the topic of health equity by:

- Building and disseminating the evidence on effective interventions and policies to reduce health inequalities.
- Advocating for evidence-based actions to reduce health inequalities.
- Leveraging EUPHA's membership as a sounding board for learning about local/national experiences, emerging issues and needs related to addressing the social and economic determinants of health.

4. Strengthening the public health community

In 2023, WHO/Europe and EUPHA have started collaboration aimed at strengthening public health professionals' capacity to participate in policy processes in the Eastern part of the WHO European Region. A situation analysis and needs assessment report was produced jointly with a focus on the Western Balkans, Caucasus and Central Asia.

WHO/Europe and EUPHA will build on this and further collaborate on the following topics:

- Building the evidence-base and facilitating the uptake of evidence in the area of public health leadership.
- Co-developing capacity building tools and programmes addressing the needs identified related to the capacity of public health professionals, including leadership capacities, to participate in policy processes in the Western Balkans, Caucasus and Central Asia. It will be explored whether the WHO/Europe project on strengthening public health in Azerbaijan can be used as a pilot setting for developing and implementing the tools and materials.
- Support the development of new public health professional networks where appropriate and strengthening existing public health professionals' networks.
- Contribute in WHO/Europe's efforts to develop a competences framework for health policy development and implementation.

5. Strengthen a Primary health care (PHC) approach through integration of the Essential Public Health Functions in primary care and promoting population health management

The essential public health functions are at the core of a PHC approach as a recognition of the need to go beyond clinical, curative services to realize PHC's full potential in improving population health. Integrating essential public health functions (EPHF) and focusing on monitoring and evaluating population health needs at the community level is a focus to move towards universal health coverage.

Population health management provides a pragmatic framework to help PHC providers in operationalizing several public health functions.

WHO/Europe and EUPHA will collaborate on:

- Building the evidence for and advocating/disseminating tools for strengthening population health management
- Bridging public health and primary health care services for strengthening health promotion (EPHF7) through better synergies of public health and community interventions
- Strengthening public health capacities to support PHC performance monitoring and management

6. Addressing noncommunicable diseases (NCDs) and fostering innovation

Both parties commit to a synergistic partnership in the 'Race to the finish', which is about accelerating the achievement of NCD-related targets in the Sustainable Development Goals (SDGs), and 'Vision 2050', which is a strategic initiative to effectuate systemic shifts in the commercial determinants of NCDs, linking NCDs to environment, using data for NCD impact, and engaging young people in NCD action. WHO/Europe and EUPHA will collaborate on:

- Building the evidence base and advocating for a systems approach to NCDs, including joint publications and EJPH supplements. The combined expertise of EUPHA and WHO/Europe will facilitate evidence-informed strategies and policies, aiming to reduce the burden of NCDs and create sustainable health improvements across the region.
- Utilizing the opportunity of the EPH Conference and the EUPHA Chronic diseases section's mid-term conference planned for April 2024 in Italy as checkpoints of the the "100-week Challenge", a renewal launched in October 2023 at the 73rd WHO Regional Committee for Europe of the commitment of Member States to the NCD global targets in the run up to the Fourth UN High Level Meeting on NCDs.