

Memorandum Of Understanding

Between

**The World Health Organization,
through Its Regional Office For Africa, Brazzaville**

And

**Public Health England, an executive agency of the Department of Health and Social Care,
United Kingdom**

1. Participants

The participants to this Memorandum of Understanding are the World Health Organization, acting through its Regional Office for Africa (hereafter referred to as "WHO") and Public Health England, an executive agency of the Department of Health and Social Care, United Kingdom (hereafter referred to as "PHE"). WHO and PHE are hereinafter respectively referred to as a "Participant" and jointly referred to as the "Participants".

2. Purpose

- 2.1 The broad objective of this Memorandum of Understanding is to provide a framework for collaboration and technical interchange between the Participants, and in particular to strengthen the capacity and development of countries with respect to the International Health Regulations (2005) (IHR).
- 2.2 Upon the mutual consent of the Participants, and subject to the rules, regulations, and procedures of each Participant and the availability of necessary resources (financial, human, and other) for each Participant, collaboration may be carried out in, but not necessarily limited to, the Activities set forth in Addenda 1 attached hereto.
- 2.3 The Participants may agree on additional Addenda to identify specific projects, which will be undertaken within this overall Memorandum of Understanding, and the details of their management.
- 2.4 The purpose of this Memorandum of Understanding is to outline a collaborative framework between the Participants, designed to promote better public health outcomes. The Participants do not intend to be legally bound to each other, and this Memorandum of Understanding does not impose legal obligations on either Participant or give rise to any implication of commitment of resources, financial or otherwise, for either Participant.

3. Joint Managers, Administrative Officers and Working Participants

- 3.1 Each Participant (or an expressly designated delegate) will appoint one person to act as a Joint Manager in the execution of this Memorandum of Understanding.
- 3.2 The Joint Managers may appoint Administrative Officers or Working Participants to manage the details of particular activities, curriculum or program development agreed between the Participants pursuant to this Memorandum of Understanding.

4. Publicity and Disclosure

- 4.1 Subject to the provisions of Article 8 below (Official Emblems and Logos), each Participant may acknowledge the existence of this Memorandum of Understanding 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 Participant's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this Memorandum of Understanding. Nothing in this Memorandum of Understanding is intended to be construed as confidential unless expressly indicated as such.

5. Implementation, Financial Obligations, and Fundraising

- 5.1 Implementation of any of the activities outlined in this Memorandum of Understanding will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Participant's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices.
- 5.2 No transfer of funds between the Participants is envisioned in connection with this Memorandum of Understanding, and any such transfer of funds would be subject to separate agreement between the Participants.
- 5.3 Neither Participant will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, the other Participant, without the prior written approval of the other Participant.

6. Intellectual Property Rights

- 6.1 Each Participant maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this Memorandum of Understanding which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Participants prior to the dissemination of such intellectual property.

7. Responsibility

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

8. Official Emblems and Logos

- 8.1 Neither Participant will use the name, emblem, logo, or trademark of the other Participant, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Participant.

9. Duration, Modification, and Termination

- 9.1 This Memorandum of Understanding will be effective upon signature by each Participant (or an expressly designated delegate) for a period of five years, at which time it will be reviewed for possible renewal for another five-year period.
- 9.2 The Joint Managers may propose a mutually agreed upon modification to activities or arrangements under this Memorandum of Understanding. However all modifications are subject to express written ratification by each Participant (or an expressly designated delegate) prior to the implementation of the modification.
- 9.3 Either Participant may, with three months' written notice, terminate this Memorandum of Understanding in advance of its normal expiration or request the renegotiation of its conditions.

10. Communications

- 10.1 All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses:

For PHE:

Dr Ebere Okereke, Lead, PHE IHR Strengthening Programme
cc. Sharron Nestor, Project Manager IHR Strengthening Programme

Public Health England
Wellington House
133-155 Waterloo Road
London
SE1 8UG
United Kingdom

For WHO:

Dr Ali Ahmed Yahaya, Programme Area Manager, Country Health Emergency
Preparedness and IHR
cc. Dr Ambrose Otau Talisuna, Advisor, IHR and Global Health Security, Country
Health Emergency Preparedness and IHR

World Health Organization
Regional Office for Africa
Cité du Djoué, P.O.Box 06
Brazzaville
Congo

11. Dispute Resolution, No Waiver

- 11.1 In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, the Participants will use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Participant has notified the other Participant of the nature of the dispute and of

the measures that should be taken to rectify it will be resolved through consultation between the Heads of the Participants.

11.2 Nothing contained herein will be construed as a waiver of any of the privileges and immunities enjoyed by either Participant under national or international law, and/or as submitting either Participant to any national court jurisdiction.

12. Other Matters

12.1 Addenda to this document are an integral part of this Memorandum of Understanding.

12.2 This Memorandum of Understanding is made in English, in quadruplicate, and both Participants will hold two original copies.

Signed for and on behalf of:

**THE WORLD HEALTH ORGANIZATION,
THROUGH ITS REGIONAL OFFICE FOR
AFRICA (WHO)**

PUBLIC HEALTH ENGLAND (PHE)

(REDACTED)

(REDACTED)

Dr Matshidiso Moeti
Regional Director, WHO/AFRO

Mr Duncan Selbie
Chief Executive, PHE

Date: 10 / 05 / 2019

Date: 12 / 04 / 2019