



**MEMORANDUM OF UNDERSTANDING
ON THE COLLABORATIVE FRAMEWORK
BETWEEN
THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
AND
THE WORLD HEALTH ORGANIZATION**

2014-2017

Preamble

The Association of Southeast Asian Nations (ASEAN), and the World Health Organization (WHO), represented by its Regional Offices for South-East Asia and the Western Pacific, hereinafter referred to individually as the "Party" and collectively as the "Parties";

Sharing the principle that health is an integral part of sustainable development, an essential component of poverty alleviation efforts and a prerequisite for social cohesion;

Taking into consideration their mutual interest in promoting health and the reciprocal benefits to be derived from their cooperation to this end;

Convinced of the importance of the need to coordinate their joint collaborative activities in order to contribute to the attainment of health development objectives;

Have decided to conclude the present Memorandum of Understanding, hereinafter referred to as "the MOU".

Article I: Aims, Underlying Principles and Approaches

1. The present MOU:

1.1. Provides a mutually-agreed collaborative framework that will build on the relative strengths of the Parties, namely: the country presence and technical expertise of WHO in the planning, implementation and evaluation of programmes, projects and activities in the field of public health, as well as high-level advocacy and political commitment along with the multisectoral support that the ASEAN Secretariat can rally behind such programmes, projects and activities;

1.2. Identifies areas of strategic cooperation by the Parties in line with their established health priorities;

1.3. Establishes a joint mechanism to coordinate their collaborative activities in these areas.

2. The Parties undertake to implement, by mutual agreement and in the spirit of the present MOU, joint activities consistent with the respective internal policies and procedures as well as rules and regulations.

- 2.1. WHO's Constitution and decisions of its governing bodies (World Health Assembly, Executive Board and Regional Committees for South-East Asia and for the Western Pacific), and in particular WHO's Twelfth General Programme of Work 2014-2019, biennial programme budgets, country cooperation strategies, as well as generally accepted norms and principles of WHO's cooperation with regional intergovernmental organisations;
 - 2.2. The ASEAN Charter, ASEAN Socio-Cultural Community Blueprint, ASEAN Strategic Framework on Health Development 2010-2015, and the ASEAN Community Post-2015 Vision.
3. Collaboration between WHO and ASEAN shall be based on the guiding principle of strengthening the core capacities of the national public health sector of common WHO / ASEAN Member States in order to reduce the burden of disease which threatens economic development, social progress and health security, to prepare these countries for health emergencies and to assist them in improving the well-being of their citizens.
 - 3.1. In close cooperation with national public health authorities, WHO and ASEAN will:
 - Assist national health authorities in the preparation and implementation of national health strategies, policies and plans;
 - Mobilize support of health priorities through strategic advocacy and awareness-raising;
 - Share information and knowledge, including the transfer of technology;
 - Support training programmes for government officers;
 - Facilitate inter-country collaboration, including cross-border collaboration;
 - Strengthen networks and partnerships;
 - Facilitate multisectoral outreach and collaboration; and
 - Whenever possible, support resource mobilization for priority health projects.
4. The present MOU does not create any financial or human resource obligations for either Party. Likewise, no provision of this MOU shall

be construed as interfering in any way with the independent decision-making and autonomy of the Parties.

Article II: Areas of Strategic Cooperation

1. The Parties have identified the following areas for strategic cooperation:

1.1 Emerging Infectious Diseases;

- a) Emergency preparedness and response to outbreaks
- b) International Health Regulations/Asia Pacific Strategy for Emerging Diseases
- c) Antimicrobial Resistance including focus on drug resistance in Malaria and Tuberculosis

1.2 Healthy borders;

- a) Greater Mekong Sub-Region and other similar settings
 - i. Health systems at the borders
 - ii. Migrant health issues
 - iii. Spurious/falsely labelled/falsified/counterfeit medicines at the borders

1.3 Access to quality medicines and technologies;

- a) Access to high-priced medicines
- b) Traditional medicines
- c) National Regulatory Agency strengthening
- d) Appropriate health technology

1.4 Healthy lifestyles;

- a) Social Determinants of Health
- b) Tobacco control

2. The Parties may, subject to their agreement and if they consider it necessary, modify the above-mentioned areas of strategic cooperation.

Article III: Modalities of Collaboration

1. For the purpose of this MOU, the Parties will establish a joint coordination mechanism that includes 1) focal points in ASEAN and WHO and 2) a biennial Joint High-level Coordination Meeting.
2. The following officials have been designated as official focal points for all purposes ensuing from the present MOU:

In WHO:

- 2.1 Deputy Regional Director of the WHO Regional Office for South-East Asia and Director of Programme Management of the WHO Regional Office for the Western Pacific;
- 2.2 Partnerships, Interagency Coordination and Resource Mobilization Officer of the WHO Regional Office for South-East Asia and Director, Office of the Regional Director of the WHO Regional Office for the Western Pacific.

In ASEAN:

- 2.3 Deputy Secretary-General, ASEAN Socio-Cultural Community;
- 2.4 Director, ASEAN Cross-Sectoral Cooperation Directorate.
3. The Joint High-level Coordination Meeting will be convened every two years to review the progress of collaboration in areas of strategic cooperation between WHO and ASEAN, mentioned in Article II. Interim meetings can be agreed upon by the Parties, as appropriate.
4. The Parties agree to maintain regular contacts and to possibly exchange visits, and to explore the possibility of participating in each other's meetings and events in accordance with their respective internal rules and procedures.
5. The Secretariats of WHO and ASEAN will share their strategic priorities and operational work plans in the area of public health.
6. The use of the name or logo of WHO and/or ASEAN in joint publications and other displays shall require prior written

agreement of the Parties. ASEAN and WHO shall not make statements related to collaborative activities under this MOU to the media on behalf of each other unless otherwise agreed to in writing on a case-by-case basis. All joint publicity materials (including press releases and statements) related to collaborative activities under this MOU shall be agreed and approved by the Parties prior to their release to the mass media or the public.

Article IV: Confidentiality and intellectual property

1. Any exchange of information between the Parties under this MOU will be subject to any reasonable conditions of confidentiality which the party disclosing the information wishes to impose, notwithstanding other areas of cooperation stated in this MOU.
2. In the absence of any specific agreement to the contrary, the Parties hereby acknowledge that this MOU will not act as a license for either organization to exercise the other's intellectual property rights in relation to know-how, materials or technology.
3. Intellectual property rights in respect of know-how, materials or technology resulting from activities carried out under this MOU shall be agreed on in good faith on a case-by-case basis in separate exchanges of letters.

Article V - Privileges and Immunities

Nothing in or related to this MOU will be deemed to constitute any waiver, express or implied, of the immunities, privileges, exceptions and facilities enjoyed by ASEAN or WHO under international law, international conventions or agreements, or domestic legislation and laws.

Article VI: Settlement of Disputes

Any dispute over the interpretation or application of the present MOU shall be resolved amicably by consultation and negotiation among the Parties.

Article VII: Amendments

1. The present MOU may be amended with the written consent of the Parties, at the request of either Party.
2. Any amendment shall enter into force on the date agreed upon by the Parties.

Article VIII: Termination

Each Party may terminate this MOU by sending written notification of its decision to the other Party. The termination shall take effect after a period of six months from the date of receipt by the other Party of notification of the termination. In case of termination of this MOU, the Parties will take all necessary steps to ensure that such a decision does not affect the implementation of any activities agreed upon by the Parties prior to the termination.

Article IX: Entry into Force

The present MOU shall enter into force on the date of signature by the authorized representatives of the Parties, and will remain in force for a period of four years, unless earlier terminated in accordance with Article VIII.