

NAT Commission

EUROPEAN UNION



Committee of the Regions

Brussels, 8 September 2016

NAT Commission meeting of 27 September 2016
Agenda item 3: Statement by the chair
Draft Memorandum of Understanding between the European Committee of the Regions (CoR)
and the WHO Regional Office for Europe



**Memorandum of Understanding between the
European Committee of the Regions (CoR)
and the
WHO Regional Office for Europe**

1. Preamble

1) The World Health Organisation (“WHO”), an intergovernmental organisation established by its Member States, is the directing and coordinating agency for health within the United Nations system. It is 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.

2) The WHO is represented in the European Region comprising 53 countries by the WHO Regional Office for Europe (WHO/Europe) and has public health, scientific and technical experts based in the main office in Copenhagen, Denmark, in decentralised centres and in country offices in its Member States.

The Committee of the Regions (“CoR”) is the European Union advisory body composed of local and regional authorities, as mentioned in the Treaty on the Functioning of the European Union. As a political assembly of regional and local representatives, its mission is to provide institutional representation for all the EU's territorial areas, regions, cities and municipalities.

Recognising the benefits of genuine, substantive cooperation between the CoR and WHO/Europe and desirous of further enhancing and strengthening such cooperation, the Parties have entered into this Memorandum of Understanding.

They wish to strengthen collaboration in areas of mutual interests to enhance the health policy dialogue and bring forward the efforts to help meet major health challenges.

2. Purpose

The main purpose of the Memorandum of Understanding is to outline the areas of cooperation and the cooperation mechanism between the CoR and WHO/Europe. It expresses a joint commitment to the formulation of a concrete partnership on the basis of the general principles and objectives contained herein, recognising health as a major investment for sustainable human, economic and social

development. For WHO EUROPE, fostering intersectoral cooperation ensuring implementation of health issues across the 17 Sustainable Development Goals (SDGs) emanating from the “Transforming our world: the 2030 Agenda for Sustainable Development” and for the CoR, the 3rd EU Health Programme, as well as the Committee's annual work programmes, are the cornerstones of the cooperation determined in this MoU, whose promotion and strengthening will result from the Action Plan in Appendix I.

3. Focal areas of cooperation

Without prejudice to cooperation in other health-related fields, the Parties have identified and agreed to cooperate in the following areas:

- 3.1 Addressing social, economic and environmental determinants of health and health inequalities including gender and rights issues;
- 3.2 Promotion of healthy and active lifestyle and awareness raising about the health risks including unhealthy diets, physical inactivity, tobacco use and harmful use of alcohol;
- 3.3 Promotion of multi-sectorial and life-course approaches for effective policy and programmes, high impact interventions and defining vulnerability and groups in need;
- 3.4 Sharing and promotion of knowledge-driven public health responses to major communicable and non-communicable diseases and immunisation;
- 3.5 Promotion and strengthening awareness of health and environment in European sub-national and local settings;
- 3.6 Addressing the health inequities within the Health 2020 policy framework;
- 3.7 Preparedness and response to major public health threats and health emergencies;
- 3.8 Promoting and strengthening universal health coverage (UHC) and integrated person-centred health services.

4. Means

The joint cooperation in the above agreed areas can be undertaken through already existing tools and instruments of both the CoR and WHO EUROPE:

- 4.1 Collaboration, including with subnational and local authorities, through the Commission for Natural Resources (NAT), Regions for Health and Healthy Cities Network;
- 4.2 Consultation and exchange of relevant information and documents and activities, including through study visits;
- 4.3 Promotion and raising awareness among national, regional and local authorities, as appropriate, and other relevant institutions and organisations, including on the need for active involvement of all in the design and implementation of public health measures and programmes, and on effective and efficient public health policies and solutions;
- 4.4 Promotion of policy and sharing of good practice at the local and regional level within the European Union and beyond;
- 4.5 Collaboration on relevant advocacy and communication campaigns, programmes and activities;
- 4.6 Invitation to relevant meetings of the Parties.

5. Responsible entities in the CoR and WHO/EUROPE

Within the CoR, the responsible department for the implementation and monitoring of the Memorandum of Understanding is the NAT commission and its secretariat.

The responsible department within WHO/EUROPE is WEU and PAR unit.

6. Entry into force

This Memorandum enters into force on the day of its signing by the authorised Representatives of both Parties. At the time when this Memorandum enters into force, both Parties will inform their staff.

7. Modus operandi

Every two years by 31 October, the Parties will have developed and agreed on a joint activity plan of following years. Every other year, the cooperation between the Parties will be reviewed jointly.

8. Confidentiality

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 a separate confidential disclosure agreement, specifically covering such information.

9. Liability

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding. 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-contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

10. Publications

10.1 Subject to each Party's proprietary rights and/or the proprietary rights of others, and without prejudice to obligations of confidentiality, the results of any collaborative activity under this Memorandum of Understanding may be published by either Party. The Parties are encouraged to publish the results of their joint work in a collaborative fashion. Guidelines for authorship of major, international, peer-reviewed journals will be used to establish authorship of collaborative publications. In regard to separate publications, 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 any editor, publisher, referee or meeting organiser. In the absence of any objection by the other Party within that 60 day period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledged 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 request that its name be deleted altogether. The Parties agree that the use of logos shall be sought on every joint event or products and materials.

10.2 Copyright in any jointly prepared publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding shall be vested in WHO/EUROPE and CoR jointly, who shall each independently and severally be entitled to exploit such copyright in any manner and for any purpose as they may each in their sole discretion deem appropriate, except that no use shall be made of such publications for or in conjunction with commercial and/or promotional purposes.

10.3 Copyright in any publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding, and prepared by one of the Parties hereto on its own, shall be vested in that Party, provided however, that any such publication shall be submitted to the other Party for review and comments in accordance with paragraph 10.1. above.

11. Use of the Parties' names

Except as explicitly provided in this Memorandum of Understanding, 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 Memorandum of Understanding, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of the other Party.

12. Amendments

This Memorandum of Understanding may only be amended in writing by mutual consent of the Parties.

13. Termination

Any Party is within its right to terminate this Memorandum having notified the other Party in writing six months prior to termination. It is agreed that any termination of this Memorandum of Understanding shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination of this Memorandum of Understanding.

Two copies are signed.

Agreed and accepted:

On behalf of the President
European Committee of the Regions

On behalf of the Regional Director
World Health Organization

**CoR-WHO EURO MoU APPENDIX
ACTION PLAN**

Objective:

The overall objective of the development of an Action Plan is to strengthen the implementation and coordination of research-based health policy and practice at the local level in Europe. This is in line with the goals and targets set out by the third EU Health Programme (2014-2020) and the WHO health policy framework, as well as the CoR and its NAT commission annual work programmes.

In order to do so, the CoR and WHO EUROPE agree to extend standing invitations to each other for the attendance of the annual WHO Regional Committee Meeting and the Commission for Natural Resources (NAT) meetings and to jointly promote their respective work.

Focal Areas of Cooperation	Activities	Means/Tools	Type of Activity
Determinants of health	CoR participation in the WHO Regional Committee meeting	standing invitation to conference	conference
Healthy and active lifestyle	WHO EURO participation during the European Week of Cities and Regions	presentation/panel statement	workshop
	Joint meeting and communication activity concerning 2017 World Health Day	meeting	joint activity
	WHO participation in the NAT legislative_works (tbc)	Presentation / exchange of information	joint activity
Multi-sectoral and life-course approach	Discussion with members of the CoR and relevant WHO team on concrete actions during a visit to the WHO Regional Office(including health threats and emergencies)	on-site workshop	visit
Public health responses to major communicable and non-communicable diseases and immunisation	Exchange of regional success stories and best practice examples	information exchange	joint activity
	European Immunisation Week	joint press release, social media	joint activity

Focal Areas of Cooperation	Activities	Means/Tools	Type of Activity
	WHO participation in the NAT legislative works (tbc)	Presentation/exchange of information	joint activity
Health and environment	CoR participation in the preparatory works and attendance of the Ministerial Conference for Health and Environment	conference	conference
Addressing health inequalities within the Health 2020 policy framework	Event in cooperation with the Regions for Health and Healthy Cities Network to determine progress and new opportunities to alleviate health inequalities	Integration of subnational authorities and actions to through the Regions for Health and Healthy Cities Network	joint activity
Health threats and health emergencies	Discussion with members of the CoR and relevant WHO team on concrete actions during a visit to the WHO Regional Office (including multisectoral and life-cycle approach))	on site workshop	joint activity
Universal health coverage (UHC) and integrated person-centred health services	Presentation on the use of structural funds in health	presentation	joint activity
