



International Development Law Organization  
Organisation Internationale de Droit du Développement

Rome, 15 December 2014

Dr. Marie-Paule Kieny  
Assistant Director-General  
Health Systems and Innovation  
World Health Organization  
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CH-1211 Geneva  
Switzerland

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18/12/2014

**HIA RAS**

Dear Dr. Kieny,

I am very pleased to return to you an original copy of the Memorandum of Understanding between IDLO and the World Health Organization, countersigned by me.

My colleagues and I look forward to working more closely with you and your colleagues at WHO in order to bring this collaboration to fruition in terms of identifying and implementing concrete opportunities for joint activities.

In anticipation of further strengthening IDLO's strategic partnership with WHO in the years ahead,

Yours sincerely,

*With warmest greetings,*

Irene Khan  
Director-General

Enc. (1)

cc: Dr. Rüdiger Krech, Director, Office of the Assistant Director-General, Health Systems and Innovation, WHO, Geneva

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE WORLD HEALTH ORGANIZATION (WHO) AND THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION (IDLO)**

The World Health Organization (hereinafter referred to as “WHO”) and the International Development Law Organization (hereinafter referred to as “IDLO”), recognizing the need for cooperation between each other in matters of mutual interest, share the view that law is central to assuring the highest attainable standards of physical and mental health, and social well-being.

IDLO is an international organization whose mandate is to promote the rule of law. It enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

WHO is the directing and coordinating authority 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.

Public health law is an important tool to promote the health of populations through legislation and regulations governing such matters as to the establishment of measures contributing to the achievement of universal health coverage. Furthermore, many states do not have the legislative frameworks required to effectively address emerging public health threats.

With this in mind, IDLO and WHO hereby agree to the following:

#### **Article 1**

##### **Objectives of Cooperation**

The essential objectives of cooperation between IDLO and WHO will be:

- a) To promote and facilitate multi-stakeholder consultations, at regional and global level, on healthy diet, physical activity and the law.
- b) To establish cooperation to support the development of health legislation for addressing emerging public health threats in countries.
- c) To promote coordination of their policies and activities to strengthen and develop health systems.

#### **Article 2**

##### **Activities**

Each collaborative activity and related financial or in-kind support shall be agreed on a case-by-case-basis and shall be subject to a separate exchange of letters or agreement. The collaborative activities shall include:

- a) Consultations on issues presenting mutual interest. For these purposes, IDLO and WHO, if needed, will discuss the frameworks of such consultations beforehand.
- b) Elaboration of technical reports on the key areas identified through consultation with beneficiaries, and development of communication materials to ensure that concepts and proposed approaches are accessible to a non-legal audience.

### **Article 3**

#### **Responsibilities of the Parties**

1. Parties will provide guidance to each other on request, with respect to the legal, policy and technical aspects of the development or re-organization of health systems as well as the prevention of non-communicable diseases (NCDs) in WHO regions.
2. Parties will collaborate and facilitate capacity building and expansion of existing capacity in countries, to strengthen the legal tools available to health systems.
3. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of this Memorandum of Understanding.

### **Article 4**

#### **Communication between the Parties**

All communications regarding activities under this Memorandum of Understanding will take place between IDLO and the WHO clusters of Health Systems and Innovation as well as Noncommunicable Disease and Mental Health. Each Party will designate a focal point to coordinate requests and activities under the present Memorandum of Understanding.

### **Article 5**

#### **Resources**

Each activity to be carried out under this Memorandum of Understanding is subject to the availability of human and financial resources for that purpose, as well as each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices.

### **Article 6**

#### **Use of Emblem and External Communication**

1. The use of one Party's emblem by other Party is subject to prior approval in writing.
2. All communication to the public and to entities that are not Parties to this Memorandum of Understanding regarding the activities under this Memorandum of Understanding must be agreed upon by the parties on a case-by-case basis.

## **Article 7**

### **Confidentiality and intellectual property rights**

1. When information provided in the context of this Memorandum of Understanding is described by the Party providing it as confidential, the receiving party shall keep the information confidential and shall only use the information for the purpose for which it was provided. It shall ensure that any persons having access to the said information shall be made aware of and be bound by the same confidentiality obligations.
2. Unless another period is stipulated by the Party providing the information, the obligations of this article shall survive the termination of this Memorandum of Understanding and continue in full force and effect without any expiration period applying.
3. Ownership of any intellectual property rights arising from collaborative activities under this Memorandum of Understanding shall be agreed by the Parties on a case-by-case basis and in good faith. However, regardless of whether the Parties shall agree that ownership of the intellectual property rights resulting from a particular collaborative activity shall be vested in the Parties jointly, or WHO/IDLO alone, or in any third party, the Parties agree that the exploitation of such rights shall be designed to achieve the objectives of this Memorandum of Understanding.

## **Article 8**

### **Entry into Force, Modification and Duration**

1. The present Memorandum of Understanding will enter into force on the date of signature by the Parties and will continue to be in force for a period of five (5) years. It can be renewed for an additional period of five (5) years, upon written agreement from the Parties.
2. The present Memorandum of Understanding may be modified by mutual consent expressed in writing. It may also be terminated by either party, at any time without cause, giving six months' notice to the other party.
3. In the event of termination the Memorandum of Understanding, the parties will take all necessary steps to ensure that such a decision is not prejudicial to any activities under implementation within the framework of the present Memorandum of Understanding.

## **Article 9**

### **Privileges and Immunities**

Nothing in or related to this Memorandum of Understanding will be deemed to constitute any waiver, express or implied, of the immunities, privileges, exceptions and facilities enjoyed by WHO and IDLO under international law, international conventions or agreements, or the domestic law and laws of their Member States.

## **Article 10**

### **Disputes**

Any dispute between the Parties concerning the interpretation or application of this Memorandum of Understanding, or any question affecting the relationship between IDLO and WHO will be referred to

the Director-General of IDLO and the Director-General of WHO, who will aim to find an equitable solution.

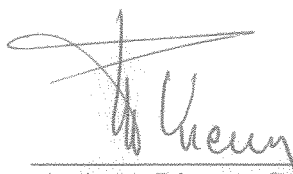

In witness thereof, the Assistant Directors-General of WHO and the Director-General of IDLO have signed the present Memorandum of Understanding in duplicate, in English, on the date appearing under their respective signatures.

For International Development  
Law Organization

  
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Director-General

11 Dec. 2014

For the World Health Organization

  
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Assistant Director-General  
Health Systems and Innovation  
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Assistant Director-General  
Noncommunicable Diseases and  
Mental Health

05/12/2014