

MEMORANDUM OF UNDERSTANDING

BETWEEN

EuroScan International Information Network on New and Emerging Health Technologies



And

The Pan American Health Organization (PAHO) on behalf of

Health Technology Assessment Network of the Americas (Red de Evaluación de Tecnologías en Salud de las Américas – RedETSA)



This Memorandum of Understanding (“MoU”) is entered into by EuroScan International Information Network on New and Emerging Health Technologies herein after called EuroScan and The Pan American Health Organization, on behalf of Health Technology Assessment Network of the Americas (Red de Evaluación de Tecnologías en Salud de las Américas – RedETSA) herein after referred to as PAHO/ RedETSA.

WHEREAS:

In September 2012, at the 28th Pan American Health Conference, PAHO Member States adopted a resolution CSP28.R9 on the evaluation and incorporation of health technologies in health systems. CSP28.R9 seeks to link evidence-based decisions for technology assessment in decision-making in health systems to manage and use health technology.

WHEREAS:

In May 2014, the World Health Assembly adopted resolution WHA67.23 “Evaluation of interventions and health technologies in support of universal health coverage” resulting in further momentum for cooperation in health technology assessment in the Region.

WHEREAS:

Both resolutions encourage: the strengthening of institutions and human resources in the methods and use of Health Technology Assessment (HTA); promoting the sharing of good practices in HTA; and promote and encourage collaboration with international organizations and existing international HTA networks.

WHEREAS:

EuroScan International Network is a collaborative network of member agencies for the exchange of information on important new and emerging drugs, devices, diagnostics, procedures, programs, and settings in health care. The long-term aim of EuroScan International Network is to support the permanent and ongoing exchange of information on emerging technologies, evaluation of information sources for identification, sharing of applied methods, and dissemination of information on early identification and assessment activities.

WHEREAS:

RedETSA is a network of ministries of health, regulatory authorities, health technology assessment (HTA) agencies, collaborating centers of the Pan American Health Organization / World Health Organization (PAHO / WHO) and non-profit educational and research institutions in the region of the Americas dedicated to promoting HTA to inform decision-making. Activities include the exchange of information amongst members, promoting the adoption of common methodologies, establishment of priorities for joint work, and the generation and dissemination of scientific evidence to strengthen the field of HTA among its members.

WHEREAS:

In November 2015 EuroScan proposed the formalization of a MoU to improve the working relationships between both networks and Members of RedETSA have agreed to pursue this MoU in order to better coordinate technical cooperation between the networks.

The Parties agree to the following:

ARTICLE ONE: PURPOSE

The purpose of this MoU is to set out the general terms and conditions that shall govern the cooperation between the Parties in order to support information exchange and collaborative work related to the identification, prioritization and assessment of new and emerging health technologies.

ARTICLE TWO: AREAS OF COOPERATION

The Parties agree to work collaboratively on promotion and support of the implementation of resolution CSP28.R9, on the evaluation and incorporation of health technologies in health systems, and on resolution WHA67.23, on the evaluation of interventions and health technologies in support of universal health coverage.

ARTICLE THREE: EXECUTION OF SPECIFIC PROJECTS

For the execution of specific projects, the Parties shall sign Implementing Agreements pursuant to this MoU. Each Implementing Agreement shall include, but not be limited to, the scope of work

contemplated, point of contact for project administration, reporting requirement and budget, including appropriate overhead costs.

ARTICLE FOUR: JOINT COMMITMENTS

Pursuant to its rules, regulations, policies, and procedures, and subject to the availability of funds the Parties, shall:

1. Enhance the dissemination of knowledge about the work of each Party,
2. Provide joint recognition of each other's work on their respective websites, as well as including direct links between their sites where appropriate;
3. Disseminate relevant information resources through their respective websites;
4. When possible, the Parties may include guest editorials in their respective newsletters;
5. Provide support to each Party's' Members and Member States in capacity-building to develop methodology for identification, selection and early-assessment of health interventions and technologies to facilitate evidence-based policy decisions;
6. Work towards the joint development of materials aimed at capacity building in the area of early awareness and alert activities. This may include translation of currently available documents, development of new documents, training sessions and webinars;
7. Co-operate, as appropriate and where feasible, on other projects aimed at realising their respective missions.

ARTICLE FIVE: FOCAL POINTS

The following officials shall serve as official contact for the implementation of activities derived from this MOU:

Dr. Claire Packer, Head of the Secretariat of EuroScan
Alexandre Lemgruber, Regional Advisor, Health Technologies. Department of Health
Systems and Services. PAHO. Secretariat of RedETSA

ARTICLE SIX: CONSULTATION

The Parties shall consult with each other whenever either proposes to modify materially any decision or agreement concerning this MoU. This MoU shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto, except that any party to this MoU may waive any obligation owed to it by another party under this MoU. The waiver by any party hereto of a breach of any provision of this MoU shall not operate or be construed as a waiver of any subsequent breach.

ARTICLE SEVEN: PERSONNEL

Any personnel employed by the Parties shall remain subject to the rules and regulations of their respective institutions in all matters of employment, medical and life insurance and employee rights benefits. Nothing contained in this MoU shall be deemed to constitute or create any employer/employee relationship between the Parties.

ARTICLE EIGHT: INFORMATION AND PUBLICATIONS

The Parties will retain ownership of all information and intellectual property that they each create individually and will jointly own all information and intellectual property that they create jointly. The means by which the Parties will make the information derived from cooperation under this MoU available to the domestic and international scientific community will be pursuant to agreements negotiated in good faith on a case by case basis. The Parties shall approve any publication related to the activities carried out under this MoU prior to their release and distribution.

ARTICLE NINE: USE OF LOGOs

Each Party shall not use the name, emblem or official seal of the other for any purpose other than as expressly authorized in this MoU or in writing by the appropriate party.

ARTICLE TEN: AUDITS

Any financial contribution received and administered by PAHO/RedETSA in connection with this MoU shall be subject to the usual auditing procedures of PAHO performed by the auditors appointed by PAHO's Directing Bodies. Copies of the audit report will be made available to EuroScan upon request.

ARTICLE ELEVEN: FORCE MAJEURE

Neither Party shall be responsible for obligations arising out of this MoU with which it is unable to comply in whole or in part, because of reasons of force majeure, including wars, natural disasters, civil or labor disturbances, or any other cause beyond the control of the Parties.

ARTICLE TWELVE: PRIVILEGES AND IMMUNITIES

Nothing in or related to this MoU shall be deemed to constitute any waiver, express or implied, of the immunities, privileges exemptions and facilities enjoyed by PAHO under international law, international conventions or agreements, or the domestic legislation and laws of its Member States.

ARTICLE THIRTEEN: CONFLICT RESOLUTION

Any dispute between the Parties arising out of or relating to this MoU that is not settled amicably shall be submitted to arbitration at the request of either Party. The Parties shall each

appoint one arbitrator, and the two so appointed shall jointly appoint a third who shall be chairperson. The procedure of the arbitration shall be decided by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

ARTICLE FOURTEEN: DURATION

This MoU shall enter into force upon its signature by the Parties and shall remain effective for a period of three (3) years. This MoU may be renewed or extended upon mutual written consent of the Parties.

ARTICLE FIFTEEN: AMENDMENT AND TERMINATION

The terms of the present MoU may be amended or modified upon the mutual written consent of both Parties.

Either Party may terminate the MoU without cause at any time upon giving three months written notice of termination to the other Party. It is specifically understood that in the case of termination, the Parties will comply with the obligations in effect at the time of termination or present acceptable alternative arrangements.

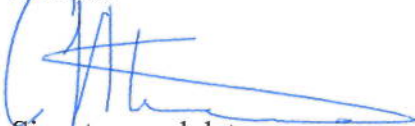
IN WITNESS WHEREOF duly authorized representatives of the parties sign this MoU in two (2) originals of equal content and validity on the dates and in the places indicated below:

For PAHO

For EuroScan

Dr. Carissa F. Etienne
Director

Dr. Roberta Joppi
Chair, EuroScan Executive Committee



Signature and date

JUN 24 2016

Signature and date