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EUROPEAN CENTER FOR PEACE AND DEVELOPMENT (ECPD)

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# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SOUTH EASTERN EUROPE HEALTH NETWORK (SEEHN)**

**AND**

**THE EUROPEAN CENTRE FOR PEACE AND DEVELOPMENT (ECPD)**

# **MEMORANDUM OF UNDERSTANDING FOR COLLABORATION**

**BETWEEN THE SOUTH EASTERN EUROPE HEALTH NETWORK (SEEHN)  
AND  
THE EUROPEAN CENTRE FOR PEACE AND DEVELOPMENT (ECPD)**

The South Eastern Europe Health Network (SEEHN) and the European Centre for Peace and Development (ECPD),

TAKING NOTE that the purposes of the SEEHN are to coordinate and maintain regional cooperation in public health in order to further the reforms of the health systems in the South Eastern Europe (SEE) member countries; to improve the health of the people in the SEE region, as well as to serve the goals endorsed by the SEE ministers of health in the Dubrovnik Pledge of 2001, the Skopje Pledge of 2005 and the Banja Luka Pledge of 2011. Functioning according to its basic document Memorandum of Understanding (2008), the SEEHN is committed to the principles of regional ownership, partnership, transparency and accountability, complementarity, sustainability, equal and active involvement of all SEE member states, distribution of activities and resources based on a country needs assessment, decentralization of activities and resources and efficiency,

TAKING NOTE that the ECPD is committed to the principle that ....., and acts to: ..... (to be filled)

CONSCIOUS of the need for closer cooperation between the SEEHN and ECPD in matters of common interest, and desirous of further enhancing and strengthening such cooperation, by ECPD becoming a partner of the SEEHN,

**HAVE AGREED AS FOLLOWS:**

## **ARTICLE I**

### **GENERAL PRINCIPLES OF COOPERATION**

1. This Memorandum of Understanding for Collaboration (the “Agreement”) provides a framework agreement between the SEEHN and ECPD to collaborate on matters of common interest. To this end, the two Parties shall consider the appropriate framework as and when necessary.

2. SEEHN and ECPD agree that the activities related to public health of SEEHN and the activities related to peace and development of ECPD shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Organization may request the cooperation of the other.
3. Each Organization shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

## **ARTICLE II**

### **EXCHANGE OF INFORMATION AND DOCUMENTATION**

4. The SEEHN and ECPD agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest including research findings, presentations, reports and papers in the domain of human capacities for public health, mobility of health workers and other topics in the field of health, peace and development relevant for the South Eastern Europe region. The research findings, presentations, reports and papers shall not include any information and documentation, in particular personal information, relating to beneficiaries of ECPD and SEEHN Projects, unless agreed otherwise between the Parties and provided the prior written consent of the beneficiaries are obtained.
5. Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications. The SEEHN and ECPD may agree on a case by case basis on issues of intellectual property rights of joint publications, reports, research results and the extent of the dissemination of such materials subject to the prior written agreement between the Parties.

## **ARTICLE III**

### **AREAS OF COOPERATION**

6. Without prejudice to cooperation in additional fields and subject to the availability of resources, the Parties agree to consider the following activities as fields for mutual cooperation:
  - a. Development and implementation of projects including research activities, reports and publications that are of common interest in the fields of health, health diplomacy, human security, peace, development, well-being, inclusive growth and prosperity, mobility of health workers and other topics in the area of mutual interest relevant for the South Eastern Europe region.

- b. Participation in projects, activities and publications including via contribution of technical inputs, contribution of technical experts in advisory and/or working groups, and short-term missions as relevant, where the capacity of one of the Parties can be beneficial for the Other Party's endeavours.
- c. Joint contribution to third parties' projects, activities and publications, as relevant where the capacity of one of the Parties can complement the Other Party's.
- d. SEEHN and ECPD may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest.
- e. Special arrangements shall define the modalities for the participation of each Organization in the activities under this Article and shall determine the expenses payable to and/or by each Party.

## **ARTICLE IV**

### **CAPACITY BUILDING**

7. The SEEHN and ECPD may decide to second staff to each other according to respective programmatic and financial ability as well as to train and host interns. The ECPD may also host associate experts funded or co-funded by the SEEHN. The secondments, internships and hosting of associate experts shall be for periods as mutually agreed in writing between the Parties, and in accordance with supplementary agreements between the Parties.

## **ARTICLE V**

### **COOPERATION BETWEEN THE SECRETARIATS**

8. The authorized governance bodies of the SEEHN and the ECPD shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the two Organizations. This includes close cooperation in the field, in particular in locations where both Organizations are represented.

## **ARTICLE VI**

### **IMPLEMENTATION OF THE AGREEMENT**

9. The SEEHN Secretariat and the ECPD shall consult each other regularly on matters relating to this Agreement.

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## **ARTICLE VII**

### **SUPPLEMENTARY ARRANGEMENTS**

10. This Agreement creates no financial obligation between the Parties and implementation of the collaboration under this Agreement is subject to the availability of funding and other necessary resources. The SEEHN and ECPD may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

## **ARTICLE VIII**

### **CONFIDENTIALITY**

11. All information including reports which are not in the public domain and personal information of the beneficiaries and partners of ECPD projects which comes into the possession or knowledge of the SEEHN or its staff in connection with this Agreement is to be treated as strictly confidential. The SEEHN and its staff shall not communicate such information to any third party without the prior written approval of ECPD. The Parties shall comply with the ECPD Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

## **ARTICLE IX**

### **DISPUTE RESOLUTION**

12. Any dispute, controversy or claim arising out of or in relation to the Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

## **ARTICLE X**

### **MISCELLANEOUS PROVISION**

13. Nothing in this Agreement affects the privileges and immunities enjoyed by ECPD as an intergovernmental organization.

## **ARTICLE XI**

### **ENTRY INTO FORCE, AMENDMENTS AND DURATION**

14. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the two Organizations.
15. This Agreement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the two Parties.
16. Either of the Parties may terminate this Agreement by giving three months' written notice to the other Party.

IN WITNESS WHEREOF, the undersigned representatives of the SEEHN and of the IOM have signed the present Agreement.

Signed on .10 July 2014 at the 33<sup>rd</sup> Plenary Meeting of the SEE Health Network, Bucharest, Romania.

**For the South Eastern Europe  
Health Network (SEEHN)**  
President,

**For the European Centre for Peace  
and Development (ECPD)**  
President,

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