MEMORANDUM OF UNDERSTANDING ("MOU")
between
the World Health Organization,
20 avenue Appia, 1211Geneva, Switzerland
("WHO")
and
the International Network of Agencies for Health Technology Assessment
c/o SBU P.O. Box 5650
SE-114 86 Stockholm, Sweden
("INAHTA")

WHEREAS WHO, through its Department of Essential Health Technologies aims to promote to ensure improved access, quality and use of health technologies.

WHEREAS the aim of INAHTA, a non profit organization , is to provide a forum for the identification and pursuit of interests common to health technology assessment agencies;

WHEREAS WHO and INAHTA, hereinafter also referred to as "the Parties", believe that technical collaboration between the two organizations will contribute to the shared goals of promoting the wide availability of information for the assessment of safe, effective, and affordable health technologies to promote better health care.

WHEREAS the Parties furthermore believe that agreement in advance on certain aspects of individual collaborative projects (as the Parties may identify on a case-by-case basis) will facilitate the early implementation of such projects, in particular by facilitating the conclusion of the agreements to which such projects would be subject;

NOW, therefore, the Parties hereby agree as follows:

1. **Areas of collaboration**

INAHTA will collaborate with WHO to support health technology assessment initiatives in developing countries.

INAHTA will collaborate with WHO in the implementation of the WHA60.29 attached to this MOU and entitled Health Technologies Resolution, including, without limitation, information for the health technologies clearinghouse,

Subject to WHO rules and regulations, INAHTA Board members may be invited to participate in Health Technologies meetings organized by WHO.

2. **Collaborative activities**

Any collaborative activity as outlined in article 1 above shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party’s programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity shall thus be agreed on a case-by-case basis, subject to a separate exchange of letters or agreement.
3. Confidentiality

Except as explicitly provided in this MOU, each party shall take all reasonable measures to keep confidential any information specifically marked “confidential” about the other party that comes to its knowledge during the implementation of this Agreement. However, there shall be no obligation of confidentiality where: (i) the information is publicly available, or becomes publicly available, otherwise than by action or omission of the receiving party, or (ii) the information was already known to the receiving party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the other party. In the event that a Party is in possession of special confidential information, which is proprietary to it or to third parties collaborating with it, that Party may require the conclusion of a separate confidential disclosure agreement for the sharing of such information with the other Party.

4. Publications

4.1 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 MOU 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 organizer. 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.

4.2 Copyright in any jointly prepared publications resulting from or relating to any of the collaborative activities under this MOU shall be vested in WHO and INAHTA 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.

4.3 Copyright in any publications resulting from or relating to any of the collaborative activities under this MOU, 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 4.1 above.

5. Liability

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

5.2 The Parties shall make appropriate arrangements to cover liability risks for any collaborative activities involving product research and development.
6. **Use of the Parties' names**

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

7. **Relationship of the Parties**

For the purposes of this MOU, each Party is an independent contractor and not the joint venturer, agent or employee of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for in this MOU or authorized in writing by the other Party.

8. **Termination**

This MOU may be terminated by either Party, subject to six months advance written notice to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this MOU 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 MOU.

9. **Amendments**

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

10. **Settlement of disputes**

Any dispute relating to the interpretation or execution of this MOU, or of any subsequent exchange of letters or agreement with respect to individual collaborative activities shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or in the absence of agreement, in accordance with the rules of arbitration of the International Chambre of Commerce. The Parties shall accept the arbitral award as final.

Agreed and accepted:

For The World Health Organization For The International Network of Agencies for Health Technology Assessment

Name: Steffen Groth Name: Guy Maddern
Title: Director of Essential Health Technologies Title: Chairman
Date: 24 June, 2009 Date: 24 June, 2009.
AMENDMENT

TO THE
MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN WORLD HEALTH ORGANIZATION AND INAHTA
DATED 24 JUNE 2009.

This Amendment is intended to amend and supplement the existing provisions of the MOU referred to above to which it becomes an integral part. It is understood and agreed that the provisions of this Amendment supersedes any conflicting provisions of the MOU.

1. The INAHTA Secretariat was moved to the Institute of Health Economics on 1 January 2014, thus the Heading section is amended as follows:

Previous text

the International Network of Agencies for Health Technology Assessment
c/o SBU P.O. Box 5650
SE-114 86 Stockholm, Sweden
("INAHTA")

New Text

the International Network of Agencies for Health Technology Assessment
c/o Institute of Health Economics (IHE)
#1200, 10405 Jasper Avenue
Edmonton, Alberta
Canada T5J 3N4

For the avoidance of doubt, the MOU and this Amendment have been concluded between WHO and INAHTA only. SBU, which provided secretariat functions for INAHTA at the time of signature of the MOU, and The Institute of Health Economics (IHE), which currently provides secretariat functions for INAHTA, are not a party to the MOU and/or this Amendment.

2. Section 1 of the MOU – Areas of Collaboration - is amended as follows:

1.1 WHO and its network of Regional and Country Offices and INAHTA will work collaboratively in the following three areas of mutual interest:
1.1.1. Promoting and supporting the implementation of the WHO Resolution (WHA67.23) "Health Interventions and Technology Assessment in Support of Universal Health Coverage", attached hereto as Appendix A;
1.1.2. Building capacities of both Health Technology Assessment (HTA) agencies and health systems more broadly to understand the value of HTA, to develop skills to assess health technologies, and to deliver HTA evidence to effectively support decision-making; and

1.1.3. Sharing information about best practices in HTA, such as methodologies, processes, tools and technical expertise, and finding ways to disseminate this information to health policy-makers and practitioners.

1.2 Subject to WHO rules and regulations, INAHTA Board members may be invited to participate in meetings organized by the WHO and WHO representatives may be invited to the INAHTA Annual Congress and to other INAHTA meetings and events.

1.3 At a time mutually agreed by the Parties, a Work Plan will be created that identifies specific activities in the general areas of collaboration identified above. This Work Plan will be revised from time to time as mutually agreed by the Parties. A Work Plan for the period 2015-2017 is provided in Appendix A.

3. Appendix A is amended as follows:

Appendix A. Resolution WHA67.23 Health Intervention and Technology Assessment in support of Universal Health Coverage

4. Appendix B is added as follows:


Activity 1: Mapping global Health Technology Assessment (HTA) capacity
WHO is conducting a mapping initiative in accordance with the WHA67.23 to assess the status of HTA development in Member States. INAHTA will support WHO in this work by disseminating the final instrument(s) to INAHTA member agencies for completion; and, support the analysis of the data collected where requested by WHO and agreed by INAHTA.

Activity 2: Raising HTA awareness and capacity building
WHO and INAHTA will identify collaborative opportunities to raise the awareness of HTA and to stimulate institutional HTA capacity building. Such collaborative opportunities could include contributing expertise to meetings and conferences, or the delivery of workshops or special meetings before, during or after these events. The specific participants, audience, content, resource requirements, and logistics for such events will be determined collaboratively and on a case-by-case basis. Depending on the location, the involvement of the appropriate WHO Regional and Country Office and local or regional INAHTA member agencies will be required to maximize efficiency of activity coordination and delivery.

Activity 3: Education and training
WHO and INAHTA will identify opportunities to work together to deliver training or educational seminars in-person or by webinar to public sector audiences. Topics for these sessions could address methodologies for producing HTA, dissemination of HTA results, sensitizing decision makers to be ready and willing to use HTA, and providing HTA results in a format that decision makers will use. Broader topics could include best practices for stakeholder engagement, developing clinical practice guidelines, or effectively leading multi-disciplinary HTA teams. Funding and other resource requirements will be identified and secured by one or both parties prior to the delivery of any educational session and after agreement by both Parties.
Activity 4: Information Sharing

To promote information sharing, WHO and INAHTA will share links on their website to the other Party’s website. In addition, each Party will be invited to key events hosted by the other Party. For example, WHO will be invited to participate in the annual INAHTA Congress, and INAHTA will be invited any WHO HTA related events.

6. The following clause is hereby added to the MOU:

“Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.”

7. All the other terms and conditions of the MOU shall remain the same to the extent they are not in contradiction with this Amendment.

For WHO
Dr Marie-Paule Kieny
ADG Health Systems and Innovation

Signature and date

For INAHTA
Dr. Brian O’Rourke
Chair, INAHTA Board of Directors

Signature and date June 18, 2015
Health intervention and technology assessment in support of universal health coverage

The Sixty-seventh World Health Assembly,

Having considered the report on health intervention and technology assessment in support of universal health coverage;¹

Recalling resolutions WHA52.19 on the revised drug strategy, WHA58.33 on sustainable health financing, universal coverage and social health insurance, WHA60.16 on progress in the rational use of medicines, WHA60.29 on health technologies, WHA63.21 on WHO’s role and responsibilities in health research, and WHA64.9 on sustainable health financing structures and universal coverage;

Recognizing the importance of evidence-based policy development and decision-making in health systems, including decisions on resource allocation, service system designs and translation of policies into practice, as well as reaffirming WHO’s roles and responsibilities in provision of support to strengthen information systems and health research capacity, and their utilization in Member States;

Noting that the efficient use of resources is a crucial factor in the sustainability of health systems' performance, especially when significant increases in access to essential medicines, including generic medicines, to medical devices and procedures, and to other health care interventions for promotion, prevention, diagnosis and treatment, rehabilitation and palliative care are pursued by Member States, as they move towards universal health coverage;

Noting that The world health report 2010² indicates that as much as 40% of spending on health is being wasted and that there is, therefore, an urgent need for systematic, effective solutions to reduce such inefficiencies and to enhance the rational use of health technology;

Acknowledging the critical role of independent health intervention and technology assessment, as multidisciplinary policy research, in generating evidence to inform prioritization, selection, introduction, distribution, and management of interventions for health promotion, disease prevention, diagnosis and treatment, and rehabilitation and palliation;

Emphasizing that with rigorous and structured research methodology and transparent and inclusive processes, assessment of medicines, vaccines, medical devices and equipment, and health

¹ Document A67/33.
procedures, including preventive intervention, could help to address the demand for reliable information on the safety, efficacy, quality, appropriateness, cost-effectiveness and efficiency dimensions of such technologies to determine if and when they are integrated into particular health interventions and systems;

Concerned that the capacity to assess, research and document the public health, economic, organizational, social, legal and ethical implications of health interventions and technologies is inadequate in most developing countries, resulting in inadequate information to guide rational policy, and professional decisions and practices;

Recognizing the importance of strengthened national capacity, regional and international networking, and collaboration on health intervention and technology assessment to promote evidence-based health policy,

1. URGES Member States:

   (1) to consider establishing national systems of health intervention and technology assessment, encouraging the systematic utilization of independent health intervention and technology assessment in support of universal health coverage to inform policy decisions, including priority-setting, selection, procurement supply system management and use of health interventions and/or technologies, as well as the formulation of sustainable financing benefit packages, medicines, benefits management including pharmaceutical formularies, clinical practice guidelines and protocols for public health programmes;

   (2) to strengthen the link between health technology assessment and regulation and management, as appropriate;

   (3) to consider, in addition to the use of established and widely agreed methods, developing, as appropriate, national methodological and process guidelines and monitoring systems for health intervention and technology assessment in order to ensure the transparency, quality and policy relevance of related assessments and research;

   (4) to further consolidate and promote health intervention and technology assessment within national frameworks, such as those for health system research, health professional education, health system strengthening and universal health coverage;

   (5) to consider strengthening national capacity for regional and international networking, developing national know-how, avoiding duplication of efforts and achieving better use of resources;

   (6) to consider also collaborating with other Member States’ health organizations, academic institutions, professional associations and other key stakeholders in the country or region in order to collect and share information and lessons learnt so as to formulate and implement national strategic plans concerning capacity-building for and introduction of health intervention and technology assessment, and summarizing best practices in transparent, evidence-informed health policy and decision-making;

   (7) to identify gaps with regard to promoting and implementing evidence-based health policy, as well as improving related information systems and research capacity, and considering

1 And, where applicable, regional economic integration organizations.
seeking technical support and exchanging information and sharing experiences with other Member States, regional networks and international entities, including WHO;

(8) to develop and improve the collection of data on health intervention and technology assessment, training relevant professionals, as appropriate, so as to improve assessment capacity;

2. REQUESTS the Director-General:

(1) to assess the status of health intervention and technology assessment in Member States in terms of methodology, human resources and institutional capacity, governance, linkage between health intervention and technology assessment units and/or networks with policy authorities, utilization of assessment results, and interest in and impediments to strengthening capacity;

(2) to raise awareness, foster knowledge and encourage the practice of health intervention and technology assessment and its uses in evidence-based decision-making among national policy-makers and other stakeholders, by drawing best practices from the operation, performance and contribution of competent research institutes and health intervention and technology assessment agencies and programmes, and sharing such experiences with Member States through appropriate channels and activities, including global and regional networks and academic institutions;

(3) to integrate health intervention and technology assessment concepts and principles into the relevant strategies and areas of work of WHO, including, but not limited to, those on universal health coverage, including health financing, access to and rational use of quality-assured medicines, vaccines and other health technologies, the prevention and management of noncommunicable and communicable diseases, mother and child care, and the formulation of evidence-based health policy;

(4) to provide technical support to Member States, especially low-income countries, relevant intergovernmental organizations and global health partners, in order to strengthen capacity for health intervention and technology assessment, including, when appropriate, the development and use of global guidance on methods and processes based on internationally agreed practices;

(5) to ensure adequate capacity at all levels of WHO, utilizing its networks of experts and collaborating centres, as well as other regional and international networks, in order to address the demand for support to facilitate evidence-based policy decisions in Member States;

(6) to support the exchange of information, sharing of experiences and capacity-building in health intervention and technology assessment through collaborative mechanisms and networks at global, regional and country levels, as well as ensuring that these partnerships are active, effective and sustainable;

(7) to report on progress in the implementation of this resolution to the Sixty-ninth World Health Assembly.