

Memorandum of Understanding

between

The World Health Organization (WHO)

and

**The Government of the Republic of Estonia (Estonia)
on Cooperation in the field of Digital Health and Innovation**

WHEREAS the WHO, which includes its headquarters, regional and country offices, is a public inter-governmental organization and is a specialized agency of the United Nations responsible for health and, through its Department for Digital Health and Innovation (DHI) aims to promote the potential of digital technologies to advance the Sustainable Development Goals, and in particular to support health systems in all countries in health promotion and disease prevention, and by improving the accessibility, quality and affordability of health services;

WHEREAS Estonia, is a Member State of WHO that has demonstrated leadership and international expertise in the field of digital health;

WHEREAS the WHO and Estonia (hereinafter each referred to as a “**Participant**” and together the “**Participants**”) enter into this MoU to set forth the terms on which they plan to collaborate on activities relating to the development of international digital public health goods, strengthening of national health systems through digital technologies and the exploration of frontier technologies for improving the health and well-being of populations;

CONSIDERING that digital development is a major contributor to social and economic development in Member States and regions in the 21st century, including to the achievement of the United Nations 2030 Agenda for Sustainable Development, universal health coverage and the WHO triple billion targets;



CONSIDERING the benefits that may be provided to Member States globally from the cooperation of the Participants in the field of digital health and innovation;

RECOGNISING the progress made in Estonia in digital development, especially with regard to the creation of the digital economy, government platforms and digital services, including digital health services;

RECOGNISING the specific health, social and economic impact that has resulted globally from the COVID-19 pandemic and the immense potential for digital technologies to strengthen global health security, bolster national response efforts and to protect and empower individuals and communities;

RECOGNISING the unique convening and normative mandate of the WHO globally and regionally for the advancement of global health, including digital health;

BUILDING UPON World Health Assembly Resolution WHA71.7 on Digital Health;

BUILDING UPON WHO's Thirteenth General Programme of Work 2019-2023 (GPW13), WHO's Draft Global Strategy on Digital Health 2020-2025, recent exchanges and existing relations between Estonian public authorities and technology partners;

HAVE REACHED the following understanding:

SECTION 1

Basic principles and objectives

1. The objective of this MoU is to develop a cooperation framework between the Participants in the area of digital health and innovation.
2. This MoU sets out a number of technical areas where mutual interest for collaboration and an exchange of expertise in digital health and innovation has been expressed. This list is not comprehensive and is expected to change over time, in mutual agreement of both Participants.
3. Each area of interest and collaboration will be accompanied by a separate project proposal (as a future Annex to this MoU and subject to mutual agreement) that outlines the specific technical details of the area, proposed outcomes and modalities of collaboration, including notification of any third parties to be engaged as part of the delivery.



SECTION 2

Areas of cooperation under this MoU

The Participants intend to collaborate on the following activities and topics, pursuant to the terms of this MoU:

a. Digital Certificate of Vaccination

Develop a working Proof of Concept for a *digitally enhanced International Certificate of Vaccination* (yellow card) to augment and strengthen the effectiveness of COVAX¹ and other vaccination implementation and monitoring processes, enabling scalability worldwide, including in low-resource settings. Subject to Section 13 below, third parties to be engaged as part of this collaboration will be listed in the corresponding Annex.

b. Personalized Medicine and genomics

Assistance to the development of use cases based on advances in genome research and guidelines for the implementation of personalized medicine in primary health care settings.

c. Standards and leading practices for health data governance and interoperability

Contribution to the development of a global framework for health data interoperability and leading practices for the governance of health data in national health systems.

d. ePrescription/eDispensing

Contribution to the development of guidelines for the design and implementation of national ePrescription/eDispensing systems.

e. Global digital health maturity index

Assistance to the development of a global digital health maturity index, including indicator monitoring framework.

f. European roadmap for the digitalization of health systems

Contribution to the development of the European Roadmap for the digitalization of health systems.

g. Other areas

Other areas as jointly decided by the Participants to be of mutual benefit and supporting the achievement of the aims of this MoU.

¹ COVAX is the vaccines pillar of the Access to COVID-19 Tools (ACT) Accelerator, which is a global collaboration between the WHO, GAVI, and the CEPI to accelerate the development, production, and equitable access to COVID-19 tests, treatments, and vaccines. COVAX aims to accelerate the development and manufacture of COVID-19 vaccines, and to guarantee fair and equitable access for every country in the world.

SECTION 3

Collaborative activities

Any collaborative activity outlined in Section 2 above will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Participant's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity and its terms will thus be agreed on a case-by-case basis, subject to a separate exchange of correspondence or agreement, and will be presented as Annexes to this MoU.

SECTION 4

Organization of the collaboration

1. The Participants intend to hold joint meetings regarding this MoU on a regular basis, including by teleconference, videoconference, and face-to-face meetings, and develop a draft joint work programme for approval by each Participant, to evaluate progress, and to make recommendations between the Participants, as appropriate.
2. An annual high-level meeting will take place to regularly take stock of the collaboration and joint activities, define new activities and reorient priority areas of collaboration, as needed.

SECTION 5

Funding

1. Each Participant hereto will be fully responsible for the funding of its activities under this MoU, except as may otherwise expressly be agreed in any subsequent letter of agreement.
2. Each Participant will administer the funds handled by it in accordance with its financial rules, regulations and administrative practices.
3. The Participants will collaborate to decide, on a case-by-case basis, how their joint activities will be funded and resourced.



SECTION 6

Confidentiality

It is acknowledged that each Participant may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any such information will only be shared with the Participants under a separate confidential disclosure agreement, specifically covering such information.

SECTION 7

Publications

1. The Participants are encouraged to publish the results of their joint work pursuant to this MoU in a collaborative fashion, including by having the Staff and affiliates of the Participants co-author articles in peer-reviewed journals when the Participants deem appropriate. Guidelines for authorship of major, international peer-reviewed journals will be used to establish authorship of collaborative publications.
2. Subject to each Participant's proprietary rights and/or the proprietary rights of others, and without prejudice to obligations of confidentiality, the results of any activity under this MoU may be published by either Participant ("Separate Publications"). In regards to any such Separate Publication, it is agreed that in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Participant will transmit to the other Participant for its review the material intended to be published at least 30 days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of any objection by the other Participant within that 30 day period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above will duly acknowledge both Participants. In addition to review of the content of publications as referred to above, each Participant will have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that the name be deleted altogether.
3. Arrangements for any jointly prepared publications resulting from or relating to any of the collaborative activities, including copyright, will be agreed by the Participants on a case-by-case basis. In most cases, the Participant publishing the publication will be the copyright holder, and the non-publishing Participant will be granted a non-exclusive license to use the work for any purpose, except that no use will be made of such publications by either Participant for or in conjunction with commercial purposes.
4. Copyright in any publications resulting from any of the collaborative activities under this MoU, and prepared by one of the Participants hereto on its own, will be vested in

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that Participant. Any such publication will be submitted to the other Participant for review and comment in accordance with Section 7(2) above.

SECTION 8

Products resulting from the collaboration

1. The Participants will make appropriate arrangements to promote any product which may result from collaborative research and development work undertaken as a result of this MoU, The product will be made widely available to the public on reasonable terms, including in particular to the public sector of developing countries on preferential terms. Any possible additional benefits including royalties will be granted to each Participant with due account being taken of the relative value of each Participant's financial, intellectual and other contributions to the product (provided that the priority will always be given to the objective of the Participants set forth in the first sentence of this paragraph.
2. Ownership of any intellectual property rights arising from collaborative activities under this MoU will be agreed by the Participants on a case-by-case basis. However, regardless of where did the Participants decide that ownership of the intellectual property rights of a particular collaborative activity will be vested – whether in the WHO and Estonia jointly, or the WHO or Estonia alone, or in any third party - the Participants agree that the industrial or commercial exploitation will be designed to achieve the objectives set forth in paragraph 1 above, and will be exercised in accordance with an agreement to be negotiated in good faith between the WHO and Estonia, or the WHO, Estonia, and the third party concerned, as the case may be.

SECTION 9

Liability

1. Each Participant will be solely responsible for the manner in which it carries out its part of the collaborative activities under this MoU. Thus, a Participant will not be responsible for any loss, accident, damage, or injury suffered or caused by the other Participant, or that Participant's staff or sub-contractors, in connection with, or as a result of the collaboration under this MoU.
2. The Participants will make appropriate arrangements to cover liability risks for any collaborative activities involving product or research development.



SECTION 10

Use of the Participants' names

Except as explicitly provided in this MoU, neither Participant will, in any statement or material of a promotional nature, refer to the relationship of the other Participant to the collaboration pursuant to this MoU, or otherwise use the Participant's name, acronym and/or emblem, without the prior written consent of the other Participant.

SECTION 11

Relationship of the Participants

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

SECTION 12

Notices

1. All notices to be given under this MoU must be in writing and sent to the address or email of the intended recipient set out hereinafter or to any other address or email which the intended recipient may designate by notice in accordance with this Section.

If to the WHO: World Health Organization
Mr Clayton Hamilton
Coordinator, Digital Health, Division of Country Health Policies and
Systems, World Health Organization Regional Office for Europe
hamiltonc@who.int

If to Estonia: Government Office of the Republic of Estonia
Mr Marten Kaevats
National Digital Advisor for the Government Office of Estonia
marten.kaevats@riigikantselei.ee

2. The intended recipient has the power to approve additional Annexes to this MoU.
3. Each Participant will notify the other Participant of any changes in the intended recipient and this notice will thereafter be considered as an amendment of this MoU.

SECTION 13

Implementation

1. The Participants will appoint persons of contact to facilitate, monitor, review, and govern the implementation of this MoU.
2. Subject to due diligence and agreement by both Participants, other relevant institutions, including from the private sector and non-governmental sectors, or other levels of government, may participate and have work and responsibility assigned to them for the implementation of particular activities.

SECTION 14

Coming into Effect and Termination

1. This MoU comes into effect on its last signature and will remain in effect for a period of 5 (five) years. Thereafter the MoU will be extended for the same period, unless either Participant notifies in writing of its intention to terminate this MoU 6 (six) months in advance. This MoU may be terminated by either Participant at any time, subject to 6 (six) months advance written notice to the other Participant.
2. Notwithstanding the foregoing, it is agreed that any termination of this MoU will be without prejudice to:
 - a. the orderly completion of any ongoing collaborative activity; and
 - b. any rights or obligations of the Participants accrued prior to the date of termination of this MoU.

SECTION 15

Amendments

This MoU may only be amended in writing by mutual consent of the Participants. Such amendment will come into effect on such date as may be determined by the Participants and will form an integral part of this MoU.



SECTION 16

Settlement of disputes

Any dispute relating to the interpretation or implementation of this MoU, or of any subsequent exchange of letters or agreement with respect to individual collaborative activities will be settled amicably between the Participants.

SECTION 17

Privileges and Immunities of the WHO

Nothing contained herein will be construed as a waiver of any of the privileges and immunities enjoyed by the WHO under national or international law, and/or submitting the WHO to any national court jurisdiction.

This MoU has been signed in two original copies in the English language in Geneva, Switzerland on 5 October 2020.

For the Government of the Republic of Estonia:



His Excellency
Mr Jüri Ratas
Prime Minister of the Republic of Estonia

For the World Health Organization:



Dr Tedros Adhanom Ghebreyesus
Director-General

Place: Geneva

Date: 5 TH OCTOBER, 2020

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