

Memorandum of Understanding between the Department of Health and Human Services of the United States of America and the Secretariat of Health of the United Mexican States on Cooperation in the Fields of Public Health and Science

The Department of Health and Human Services of the United States of America and the Secretariat of Health of the United Mexican States (hereinafter referred to as "the Participants"),

Building upon the successful implementation of the Memorandum of Cooperation between the Department of Health and Human Services of the United States of America and the Secretariat of Health of the United Mexican States for Cooperation in the Field of Health, established in May 1996, and renewed in May 2001,

Realizing the importance of working together to address common health problems and cooperate on public-health, medical and scientific issues of mutual concern,

Considering people's mobility between the two countries,

Emphasizing that international cooperation is needed to address challenges that transcend national borders,

Desiring to foster greater understanding and strengthen future relationships in health between the Governments of the two countries, and

Intending to strengthen the existing linkages between the public-health, medical and scientific communities in both countries, and, where appropriate, with other countries,

Have reached the following understandings:

SECTION I

General Principles

A. The purpose of this Memorandum of Understanding is to encourage future, cooperative efforts, and to enhance current collaborations in the fields of public health, medicine, and science, in accordance with the following general principles:

(1) This Memorandum provides a framework to encourage bilateral cooperation in addressing issues and problems of importance in the fields of public health, medicine, and science for both countries.

(2) Cooperation under this Memorandum is intended to support and strengthen relationships currently established in the fields of public health, medicine, and science between institutions or individuals of the United States of America and the United Mexican States, and would in no way limit such relationships. Rather, the Participants are to work to identify areas for cooperation that would be mutually beneficial.

(3) Where possible, the Participants should coordinate joint activities with, or design them to support the activities and goals of international health bodies, including the World Health Organization and the Pan American Health Organization.

SECTION II

Areas of Cooperation

A. The Participants aspire to strengthen cooperation across a broad range of health issues of mutual interest. Efforts should foster collaboration where areas of mutual interest exist, including, but not limited to, the following:

(1) The United States-México Border Health Commission, for which the U.S. Secretary of Health and Human Services and the Secretary of Health of the United Mexican States serve as Commissioners, and other efforts in the United States-México border area;

(2) Public-health emergency preparedness and response;

(3) Health-related concerns of women and special populations, including migrants, older persons, persons with special needs, adolescents and children, other vulnerable groups, and border populations;

(4) Delivery systems and priorities for primary health care;

(5) Public policies oriented to disease prevention and health promotion;

(6) The detection, surveillance, and reporting of infectious and chronic diseases, to enable better tracking and analyses of prevalence and trends, so as to improve the prevention and care of, and the response to, these diseases;

(7) Other public-health areas, including, but not limited to, environmental health; occupational health; maternal and child health; aging; mental health; nutrition; and disease prevention and health promotion; as well as special issues, such as HIV/AIDS, cancer, and the prevention and treatment of substance abuse;

(8) The development and training of health manpower;

(9) The quality of the delivery of health care, and the safety of patients in hospitals;

(10) The delivery of medical care with cultural and linguistic sensitivity;

(11) Health-related regulated products, specifically foods, drugs (including biologics), medicines, cosmetics, medical devices, radiation-emitting electronic products and related products;

(12) Health-information technology and health and human information systems, including telecommunications, telemedicine, biomedical equipment, statistical methodologies, and the interoperability of information systems;

(13) Biomedical (including biomedicine, biotechnology, genomic medicine, nanotechnology), behavioral, public health and health services research; and,

(14) The Participants may identify other specific areas by mutual decision.

SECTION III

Methods of Cooperation

A. In accordance with applicable national laws and regulations, and consistent with the missions and ongoing programs of the Participants, the cooperation referred to in this Memorandum of Understanding may include the promotion of exchanges of technical information; the development of programs of health intervention; visits of professional specialists; cooperative research; training activities; internships; and collaborative fora, such as seminars, workshops, symposia, and conferences.

B. The Participants also intend, as appropriate, to encourage and explore opportunities for collaboration with non-governmental groups, including, but not limited to, academic centers and philanthropic organizations.

C. The Participants intend to share, discuss, and concur on potential mechanisms of cooperation for the activities they will carry out under the framework of this Memorandum of Understanding.

SECTION IV

Organization of Cooperation

A. The Secretary of Health and Human Services of the United States of America and the Secretary of Health of the United Mexican States are responsible for overseeing the implementation of this Memorandum of Understanding.

B. The Secretaries should each designate an appropriate office to serve as their respective coordinator for cooperation under this Memorandum of Understanding. The designated coordinating offices are to facilitate the activities or efforts carried out under this Memorandum of Understanding.

C. The laws of the Participants, and not international law, are to govern the activities carried out under this Memorandum of Understanding.

SECTION V

Technology Transfer

A. The Participants do not intend to transfer any information or equipment that requires protection in the interests of the national defense or foreign relations of either Participant, and classified as such in accordance with the applicable national laws and regulations, under this Memorandum of Understanding. In the event that, in the course of cooperative activities undertaken pursuant to this Memorandum of Understanding, the Participants identify information or equipment known or believed to require such protection, the Participants should

immediately notify the appropriate Governmental officials, and should consult to identify, in writing, appropriate security measures to implement, and, if appropriate, seek amendment of this Memorandum of Understanding to incorporate such measures.

B. The transfer of unclassified, export-controlled information or equipment between the Participants is to be in accordance with the relevant laws and regulations of each country. If either Participant deems it necessary, the Participants should incorporate detailed provisions for the prevention of unauthorized transfer or re-transfer of such information or equipment into the contracts or implementing arrangements that carry out work under this Memorandum of Understanding.

C. The Participants are to mark export-controlled information to identify it as "export-controlled," and are to identify any restrictions on the further use or transfer of such information.

SECTION VI

Financing

Each Participant should bear the costs of its own participation, subject to the availability of funds and other resources, except that the Participants may formulate alternate funding arrangements for specific activities, as appropriate and consistent with the laws and regulations of the United States and México.

SECTION VII

International Agreements

This Memorandum of Understanding is not to affect the rights and obligations of the Participants or their Governments under international agreements.

SECTION VIII

Labor Relations

Activities carried out under this MOU should not affect existing employment statuses or relationships, or create new ones. Individuals carrying out activities pursuant to this MOU remain employees of the Participants or respective organizations.

SECTION IX

Settlement of Disputes

The Participants are to settle any disputes that could arise by mutual consultation and decision.

SECTION X

Effective Date, Cessation, and Modification

Activities may commence upon signature by both Participants; this Memorandum of Understanding is to remain in operation for five years. The Participants may extend it by mutual written declaration; may modify it by mutual written statement; and may cease cooperation under it, at any time, if one Participant gives ninety (90) days' written notice to the other.

SIGNED at McAllen, Texas, United States of America, in duplicate, this 4th day of March, 2008, in the English and Spanish languages.

/Michael O. Leavitt/

Michael O. Leavitt

FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA

/José Ángel Córdova Villalobos/

José Ángel Córdova Villalobos

FOR THE SECRETARIAT OF HEALTH OF THE UNITED MEXICAN STATES