

**MEMORANDUM OF UNDERSTANDING
IN HEALTH MATTERS BETWEEN THE
DEPARTMENT OF HEALTH OF CANADA AND THE SECRETARIA DE
SALUD OF THE UNITED MEXICAN STATES**

The Department of Health of Canada and the Secretaria de Salud of the United Mexican States, referred to hereinafter as "the Parties":

ACKNOWLEDGING the importance of working together in dealing with common health concerns and matters of mutual interest in the area of public health;

RECOGNIZING the existence of specific bilateral interests and cooperation in the prevention and control of disease, health promotion, new technologies, food regulations medicines and medical devices and other topics of mutual interest;

NOTING their shared commitment to improve the health of persons and their relationship to the other countries of the region;

TAKING INTO CONSIDERATION that good health is an essential component of a population's well-being and development, and bearing in mind the desire to promote greater understanding and strengthen future relations in the health field between our two nations; and

CONVINCED of the need to strengthen existing links between the public health and scientific communities of their two nations and, where appropriate, with other countries;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE I: GENERAL PRINCIPLES

The objective of the present Memorandum of Understanding is to increase and strengthen cooperation in public health and the medical sciences, observing the following principles:

A. The present Memorandum of Understanding provides the basic framework for stimulating bilateral cooperation in confronting topics and problems of major importance to both countries.

B. Cooperation under this Memorandum of Understanding is meant to support and improve relations between institutions and individuals of Canada and the United Mexican States in the fields of medical science and public health, and will in no way limit such relationships. Rather, the Parties will make every effort to identify areas of cooperation that are mutually advantageous.

C. Wherever possible, the Parties will coordinate their actions or promote joint activities with international health agencies, including the World Health Organization (WHO) and the Pan American Health Organization (PAHO).

ARTICLE II: AREAS OF COOPERATION

A. The Parties will increase cooperation in a broad range of health matters, directing their efforts at increasing collaboration in areas of mutual interest including inter alia the following activities:

1. Cooperation in developing health services and training of human resources, including -- where possible -- direct cooperation assistance by experts through consultations or participation in the search for solutions to specific problems.
 2. Research in the health care field, including delivery, funding and evaluation of services; technology and health care systems; the economics of long-term health care services; and alternative ways of extending health care delivery beyond institutional settings.
 3. Integration of basic information systems for health and epidemiology, incorporating telecommunications, statistical methods and exchange of information.
 4. Carrying out studies of products controlled for reasons relating to health, specifically foods (including dietary supplements), drugs and pharmaceuticals (including biologics), cosmetics, medical devices, electronic products that emit radiation, and related products.
 5. Primary health care delivery systems research.
 6. Cooperation in biomedical research.
 7. Carrying out research in other areas of public health, including environmental health, occupational health, maternal and child care, mental health, nutrition and disease prevention, and health promotion and community participation; as well as special problems such as HIV/AIDS, prevention and treatment for substance abuse, and cancer.
 8. Topics relating to highly vulnerable or high-risk groups, such as women's health, treatment of the elderly, persons with special needs, children and adolescents, nutrition and Aboriginal people.
 9. Cooperation and assistance in the event of natural disasters.
 10. Cooperation for strengthening the areas of documentation and publications on the health sciences and public health.
 11. Any other areas agreed to between the Parties.
- B. If the activities carried out under the Memorandum of Understanding result in the development of commercial products, the latter will be subject to the applicable legislation of both Parties.

ARTICLE III: FORMS OF COOPERATION

Subject to the legislation of the two Parties, the cooperation established under this Memorandum of Understanding may take any of the following forms:

- a. exchanges of technical information,
- b. visits by specialists and professionals,
- c. joint research,
- d. training activities,
- e. the organization of events such as seminars, workshops, symposiums and conferences congruent with the objectives of the programs underway in either country.

As part of their cooperation efforts, the Parties will take steps where appropriate to foster

direct contacts between individuals and institutions in their two countries that are not under the immediate control of their respective governments or organizations.

The Parties will ensure that all persons engaged in cooperative activities under the terms of this Memorandum of Understanding will receive immediate care and treatment in case of accident or disease. Furthermore, the host country will bear the costs of such care and treatment.

ARTICLE IV: TRANSFER OF TECHNOLOGY

A. The Parties agree that equipment or information which is deemed protected for reasons of national defence or the external relations of either Party, and which is so classified under that Party's national laws and regulations, will not be subject to transfer under this Memorandum of Understanding. If in the course of cooperation activities carried out under this Memorandum of Understanding information or equipment believed to require such protection is identified, the appropriate officials will be apprised without delay and the Parties will consult and will establish in written form, suitable measures to be taken with regard to the information or equipment and, where warranted, will modify this Memorandum of Understanding accordingly.

B. The transfer of unclassified information or equipment whose exportation is subject to the controls of either Party will be conducted in accordance with the applicable laws and regulations of each country. If a Party deems it necessary, detailed provisions will be added to the mechanisms or other pertinent instrument to prevent subsequent re-exportation or unauthorized transfer of such information or equipment.

The information deemed for export and subject to controls, will bear identifying marks, indicating any limitations on its use or subsequent transfer.

ARTICLE V: FINANCING

The Parties agree that the activities referred to under the present Memorandum of Understanding will be financed with funds allocated under their respective budgets, subject to the availability of said funds and the laws and regulations of each country. Each Party will cover the expenses of its participation, unless alternative means of financing are deemed appropriate and decided upon for specific activities.

ARTICLE VI: OTHER AGREEMENTS

The cooperation referred to under the present Memorandum of Understanding will not affect the rights and obligations acquired by the Parties under other international agreements entered into by either Party or its government.

ARTICLE VII: SUPERVISION

To provide for adequate supervision and coordination of the activities specified in this Memorandum of Understanding and ensure optimal conditions for their execution, the Parties will establish a Working Group made up of representatives from their two countries.

Canada's Department of Health designates the Director General, International Affairs Directorate, Policy and Consultation Branch and Mexico's Secretaria de Salud designates the Dirección General de Asuntos Internacionales, to be responsible for implementing the present Memorandum of Understanding in their respective countries.

The representatives of both Parties will act as coordinators of activities undertaken in accordance with this Memorandum of Understanding.

The Working Group will meet alternately in the two countries, preferably once a year.

ARTICLE VIII: EMPLOYEE-EMPLOYER RELATIONS

Personnel designated by each Party for purposes of executing the present Memorandum of Understanding will continue to occupy a position in their original department or agency, maintaining their employment with the institution to which they belong. Under no circumstances will an employee-employer relationship be created with the other Party.

ARTICLE IX: CONTROVERSIES

Any differences arising concerning the interpretation or application of the present Memorandum of Understanding will be settled by mutual agreement by the Parties.

ARTICLE X: ENTRY INTO FORCE, MODIFICATIONS AND TERMINATION

The present Memorandum of Understanding will take effect on the date of its signature and will have a duration of five years, renewable upon written notification.

The present Memorandum of Understanding may be amended by mutual consent of the Parties, formalized in written communications that specify the date on which such amendments are to take effect.

Either Party may cancel the present Memorandum of Understanding at any time, upon 90 days' advance written notice to the other Party.

Signed in Mexico City, this twelfth day of January, 1998, in duplicate in the English, French and Spanish languages, all texts being valid.

**FOR THE DEPARTMENT OF
HEALTH OF CANADA**



Sergio Marchi
Minister for International Trade

**FOR THE SECRETARÍA DE
SALUD OF THE UNITED
MEXICAN STATES**



Rosario Green
Minister of Foreign Relations