

**MEMORANDUM OF UNDERSTANDING  
ON COOPERATION IN GLOBAL HEALTH  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF CHILE  
AND  
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

The Government of the Republic of Chile and the Government of the United Kingdom of Great Britain and Northern Ireland hereinafter referred to as “the Participants”;

**RECOGNISING** the collaborative relationship between the Participants and their common interest in the field of health;

**DESIRING** to further strengthen the cooperation and relationships between the researchers and scientific communities in both countries;

**PLANNING** to share best practice, policies, and information on effective health care;

**CONVINCED** of the importance of health care to both countries and the role of evidenced-based policy making in reaching the best outcomes in health care, both within their countries and globally;

**COMMITTED** to collaboration between international institutions to improve global health policies and to combat global health threats;

**RESOLVED TO** strengthen bilateral cooperation between the Participants, promoting joint initiatives within the field of health and social care, and encouraging the cooperation of other public entities, such as public health authorities and private partners in both countries;

Have reached the following understanding:

**1. OBJECTIVE**

The objective of this Memorandum of Understanding is to strengthen cooperation and collaboration between the Participants on issues of common interest in the field of health.

**2. IMPLEMENTATION AND GOVERNANCE**

The Participants designate the following institutions as the designated competent agencies for the implementation of this Memorandum of Understanding:

- a) In the case of the Republic of Chile; the Ministry of Health.
- b) In the case of the United Kingdom of Great Britain and Northern Ireland; the Department of Health and Social Care.

To oversee, coordinate and monitor progress and implementation of the above Areas of Cooperation, the Participants will establish a Joint Review Committee to meet once a year. In areas of existing cooperation between the Participants in the field of health, additional governance measures will not be introduced, and any duplication will be addressed by the Participants.

### **3. AREAS OF COOPERATION**

Cooperation between the Participants through their respective Embassies may include, but is not limited to, the following:

- (a) Carrying out specific mutual exchange activities to learn about improving the structures, operations, and outcomes of the national health systems of both Participants.
- (b) Exchanging information and best practice for health policies with regard to healthy weight, food and nutrition to promote healthy lifestyles and tackling obesity. This may include establishing relationships with a wide range of experts; initiating bi-directional learning; exploring ways to collaborate further on common areas of practice with regards policies concerning weight, nutrition and promoting healthy lifestyles.
- (c) Exchanging information regarding evidence-based assessment of technologies and health care treatments, including the methods and processes for the development of quality standards and performance metrics for those providing and commissioning public health and social care services through the United Kingdom's (UK) National Institute for Health and Care Excellence (NICE).
- (d) Promoting collaboration between the Participants to strengthen global health security and the global health security architecture including tackling antimicrobial resistance and embedding a "One Health" approach, both through domestic policies and collaboration in international forums.
- (e) Collaborating and sharing experiences that strengthen the development of sustainable and resilient health systems for the achievement of the Sustainable Development Goals, particularly with regards to SDG 3, and that support global initiatives generating positive effects on people's health, such as the Paris Agreement and 2050 net zero emissions targets. This will include a shared commitment to support the COP26 health programme initiatives to build climate resilient health systems as part of the COP26 Adaption Action Coalition and to consolidate plans to develop sustainable low carbon health systems on a path to net zero.
- (f) Promoting the cooperation between the Participants in building capacity for pandemic preparedness and response to pandemics and other public emergencies of international concern (PHEIC), through:
  - Our shared commitment to equitable access to Covid-19 vaccines,
  - Collaborating in the field of diagnostics and therapeutics,
  - Strengthening multilateral collaboration, such as through the World Health Organisation's (WHO) COVAX facility.



This can be achieved through intergovernmental negotiations to draft and negotiate a WHO international convention, agreement or other instrument on pandemic prevention, preparedness and response and through our shared support for an International Pathogen Surveillance Network led by the WHO.

(g) Encouraging knowledge exchange and the sharing of best practice in genomic surveillance and early detection of variants to support pandemic preparedness and response. This may also include collaboration between public health agencies and academic institutions, including through the UK's National Variant Assessment Platform that offers UK capacity and expertise to detect and assess new variants of SARS-CoV-2 around the world.

(h) Promoting the exchange of knowledge and sharing of best practice regarding vaccine deployment, such as monitoring of vaccination errors by healthcare professionals, standardisation of vaccination procedures at deployment, joint publication of findings on vaccine deployment, and transparency in the management and dissemination of timely, accessible, and accurate information for the public and health professionals.

(i) Collaborate and share experiences that strengthen the development of the mental health systems of both countries. Particularly in the areas of care, prevention, and rehabilitation of psychiatric disorders; respecting the human rights of patients, as well as the protection and extension of their personal autonomy; including access to biological, psychological and social interventions based on scientific evidence. The areas of common interest include but are not limited to:

- Regulatory frameworks for involuntary hospitalization
- Increased Access to Psychological Therapies (IAPS)
- Community care in psychiatry and mental health
- Policies, programs and actions to promote the mental health of children and adolescents, which include educational establishments and incorporate physical activity
- Clinical governance and principles of responsibility (accountability)
- Closure of psychiatric hospitals and replacement by community services
- Human resources and capacity building in community mental health nursing and inpatient care.

The Participants may decide to extend cooperation to any other area of health or health care not mentioned in the above, if deemed of common interest by mutual arrangement.

#### **4. FINANCIAL CONSIDERATIONS**

The implementation of cooperation actions under this Memorandum of Understanding will be subject to the availability of financial and human resources of each Participant.

Each Participant will bear their own costs in implementing this Memorandum of Understanding.

#### **5. PARTICIPATION OF OTHER INSTITUTIONS**

The designated competent entities may invite other public and private institutions to participate in activities of cooperation under this Memorandum of Understanding if deemed necessary by mutual arrangement. The Participants recognise that third party institutions,

including those in the UK National Health Service (NHS) and UK healthcare and educational institutions may charge for services they provide in respect of such activities.

## **6. NATURE OF THE INSTRUMENT**

This Memorandum of Understanding serves only as a record of the Participants' intentions to carry out collaborative and cooperative activities in accordance with the understandings herein. This Memorandum of Understanding does not, and does not intend to, constitute or create obligations under domestic or international law, will not give rise to any legal process, and will not be deemed to constitute or create any legally binding or enforceable obligations express or implied.

The cooperation mechanisms, projects and activities to be developed or implemented within the framework of this Memorandum of Understanding will be contained in separate instruments to be decided upon by the Participants when deemed appropriate.

This Memorandum of Understanding will not affect the rights and obligations resulting from international treaties or conventions to which the Participants are parties.

## **7. AMENDMENT**

This Memorandum of Understanding may be amended at any time by the mutual written consent of the Participants.

## **8. DISPUTES**

Any dispute about the interpretation or implementation of this Memorandum of Understanding will be resolved by consultations between the Participants and will not be referred to any national or international tribunal or third party for resolution.

Participants may consult each other at any time to address any matter related to the interpretation or implementation of the Memorandum of Understanding.

## **9. INFORMATION PROTECTION**

The Participants do not intend to exchange, under this Memorandum of Understanding, personal information or data. Each Participant will endeavour to protect and maintain the confidentiality and integrity of any data or information communicated to it under this Memorandum of Understanding, subject to overriding statutory or other respective legal obligations. The Participants acknowledge that each may be obliged to disclose information under respective national legislation governing access to information.

All the data or information shared or produced by the Participants under this Memorandum of Understanding will be considered strictly confidential and will not be disclosed to third parties, without the prior written consent of the Participant from which it originated.

If data or information is to be shared, this will only be done under the provisions of a separate mutually decided upon Data Sharing Agreement and after an appropriate Data Protection Impact Assessment is conducted.



The exchange of data or information referred to in this Memorandum of Understanding does not, and will not, include any information classified as “sensitive data”, according to law N° 19.628, on the protection of privacy, of the Government of Chile.

**10. INTELLECTUAL PROPERTY**

Each Participant will respect intellectual property rights (IPR) of the other Participant consistent with the domestic laws, rules, and regulations concerning IPR in force in their respective countries and international agreements to which both Participants are signatories and in accordance with further arrangements made between the Participants.

Any IPR created by a Participant independently of the activities under the Memorandum of Understanding whether before, during or after the term of the Memorandum of Understanding, will remain the property of the Participant that created it. However, the Participant will ensure that the IPR has not infringed the IPR of any third party in respect of the ownership and legality of the use of the IPR, which is brought in by the Participant for the implementation of activities under this Memorandum of Understanding.

Both Participants shall be allowed to use any outcome, data and information resulting from activities conducted under this Memorandum of Understanding for non-commercial purposes only, free of royalty despite which Participant owns the IPR.

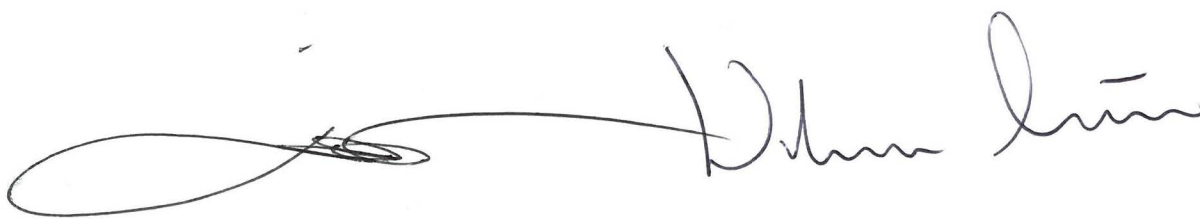
**11. GENERAL PROVISIONS**

This Memorandum of Understanding will come into operation upon signature of each Participant and will continue in operation until terminated by either Participant giving three months’ written notice to the other, expressing the intention to terminate.

The termination of this Memorandum of Understanding will not affect any ongoing projects and initiatives previously approved, unless otherwise decided and expressed in writing by the Participants.

The foregoing represents the understandings reached by the Participants.

**SIGNED** in duplicate in \_\_\_\_\_, on this the \_\_\_\_\_, 2023, in the English and Spanish languages, with both texts being equally authentic.



**FOR THE GOVERNMENT OF THE  
REPUBLIC OF CHILE**

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UNITED KINGDOM OF GREAT  
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IRELAND**