

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION  
AND  
THE WORLD HEALTH ORGANIZATION

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is entered into by and between:

The International Civil Aviation Organization, with headquarters in Montréal, Canada (hereinafter referred to as “ICAO”); and

The World Health Organization, with headquarters in Geneva, Switzerland (hereinafter referred to as “WHO”)

(hereinafter referred to, individually, as a “Party” and, collectively, as the “Parties”),

WHEREAS, ICAO is a United Nations specialized agency established by the *Convention on International Civil Aviation* signed in Chicago on 7 December 1944 to promote the safe and orderly development of international civil aviation throughout the world;

WHEREAS ICAO coordinates assistance and capacity building for States in support of numerous aviation development objectives; and undertakes audits of States’ civil aviation oversight capabilities in the areas of safety and security;

WHEREAS WHO is the United Nations specialized agency for health which acts as the directing and coordinating authority on international health, and provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS the Parties share a strong commitment to the *United Nations 2030 Agenda for Sustainable Development*, and recognize the interlinkages and synergies between WHO 13<sup>th</sup> Global Programme of Work’s Triple Billions targets and global priorities and ICAO’s Strategic Objectives and work programmes;

WHEREAS WHO has been collaborating with ICAO in the context of its programme *Collaborative Arrangement for the Prevention and Management of Public Health Events in Civil Aviation (CAPSCA)* since 2009;

WHEREAS the Parties have intensified their collaboration from the onset of the COVID-19 pandemic within the framework of the UN Crisis Management Team (UN CMT), set up to coordinate the UN-wide response, and, particularly, within the UN CMT Working Group on Travel and Trade, as well as in the

context of the ICAO Council Aviation Recovery Task Force (CART), tasked with outlining a harmonized approach to the restart and recovery of the aviation industry towards governments and industry operators;

RECOGNIZING that, according to the WHO Constitution, health is a state of complete physical, mental and social well-being, and not merely the absence of disease, and that the enjoyment of the highest attainable standard of health is one of the fundamental rights of every human being without distinction of race, religion, political belief, economic or social condition;

RECOGNIZING that public health and international travel are interlinked; that international travel can contribute to international disease spread; and that public health and social measures implemented in the context of international travel can help reduce the spread of diseases and mitigate their impact, while also presenting challenges because of the disruption of international trade and travel, including of essential transportation for responding to health emergencies with personnel and supplies, for humanitarian purposes, repatriations, and cargo transport of essential supplies;

WHEREAS, the Parties have a common interest in establishing a closer collaboration on matters related to civil aviation and public health in pursuance of the United Nations Sustainable Development Goals (SDGs);

Now therefore, the Parties hereto decide as follows:

## **Article 1**

### **Objectives and Areas of Cooperation**

- 1.1 The objective of this MoU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives.
- 1.2 The Parties intend to collaborate in addressing the following overarching themes:
  - a) Provide evidence-informed and risk-based advice to their Member States and to industry stakeholders that have been reviewed and cleared under the Parties' respective legal and compliance processes, as required, including WHO's Framework for Engagement with Non-State Actors (FENSA), on policy and technical matters relating to the areas of civil aviation and public health, including in the context of preparing for and responding to health emergencies, in accordance with the respective mandates of the Parties, as well as with the provisions of the *Convention on International Civil Aviation* (1944) and the *International Health Regulations* (2005);
  - b) Collaborate on joint advocacy and risk communication efforts to promote the use of evidence-informed and risk-based approaches to international travel in the context of the current COVID-19 pandemic and future health emergencies; and
  - c) Share information and tools among the Parties to facilitate their respective technical cooperation and risk assessment efforts in the areas of public health and civil aviation in accordance with their respective mandates.

1.3. Further detailing of the themes, as well as of the forms and mode of work of the Parties related to the above-mentioned areas of cooperation will be defined by the Parties, through the development of a joint work plan to this MoU. The Parties may agree on further areas of collaboration pursuant to this MoU by mutual written agreement.

1.4. The scope of collaboration by the Parties as described above is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest, and each Party may enter into agreements or arrangements with any other entity or entities for any activities as necessary to carry out their mandated activities at any time during the term of this MoU.

## **Article 2**

### **Organization of the Cooperation**

2.1. The Parties intend to hold joint meetings regarding this MoU on a regular basis, including by teleconference, videoconference, and face-to-face meetings, and develop a joint work plan for approval by each Party, to evaluate progress, and to make recommendations between the Parties, as appropriate.

2.2. A monitoring plan for the implementation of the joint work plan will be put in place to regularly take stock of the collaboration and joint activities, define and reorient priority areas of collaboration, as needed.

## **Article 3**

### **Implementation, Financial Obligations, and Fundraising**

3.1. Implementation of any of the activities outlined in this MoU will 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, policies, rules and regulations, as well as its administrative procedures and practices.

3.2. No transfer of funds between the Parties is envisioned in connection with this MoU, and any such transfer of funds will be subject to a separate written agreement between the Parties.

3.3. Neither Party will engage in fundraising with external parties for activities to be carried out pursuant to this MoU in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

3.4. Nothing in this MoU shall be deemed to represent a financial implication or commitment on any of the Parties.

## **Article 4**

### **Intellectual Property Rights**

4.1. Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this MoU which result in the development of intellectual property, the provisions regarding such intellectual property rights will be determined by a separate written agreement between the Parties prior to the dissemination of such intellectual property.

## **Article 5**

### **Official Emblems and Logos**

5.1. Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

## **Article 6**

### **Disclosure and Publicity**

6.1. Subject to the provisions of Article 5 above, each Party may acknowledge the existence of this MoU to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this MoU.

6.2. Each Party may publish this MoU on its website, provided that the context in which each Party intends to do so will be subject to the advance written agreement of the other Party, and except as explicitly provided herein, this MoU and any subsequent agreements and/or any individual clauses contained therein will not be publicly disclosed or made available without the prior written agreement of both Parties.

6.3. The Parties will ensure to communicate on actions undertaken under the auspices of this MoU either jointly to their respective Member States or, when communicated individually by one Party to its respective Member States, such communication shall be agreed in writing by the other Party.

6.4. Unilateral activities undertaken by one Party outside of the MoU will not use the logo of the other Party nor refer to this MoU without prior approval of the other Party.

## **Article 7**

### **Responsibility and Liability**

7.1. Each Party will be solely responsible for the manner in which it carries out its part of the activities under this MoU.

7.2. In no event will a Party be liable to the other for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever, whether or not foreseeable, in connection with, or as a result of, the collaboration under this MoU.

## **Article 8**

### **Notification and Amendment**

8.1. Each Party will promptly notify other Party in writing of any anticipated or actual material changes that will affect the execution of this MoU. The Parties will make every effort to inform each other in writing of all issues that might affect the implementation of this MoU and the activities to be implemented.

8.2. This MoU may be amended only by mutual written agreement of the Parties.

## **Article 9**

### **Duration and Termination**

9.1. This MoU will begin on signature by the authorized official of each Party. If the signing occurs on different dates, this MoU will take effect on the date of the last signature thereof.

9.2. The MoU will last for an initial period of 4 years from the date of signature, and may be extended at that time by written agreement of the Parties for additional periods of 4 years.

9.3. Either Party may terminate this MoU subject to three (3) months' advance written notice to the other Party. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this MoU as of the time of such notice of termination.

## **Article 10**

### **Communications**

10.1. Each Party will designate a representative to act as the Focal Point for matters relating to the application and implementation of this MoU. As of the date of signature of this MoU, those Focal Points are as listed below. Either Party may update the other Party with respect to their Focal Point by written notice. All written communications exchanged under this MoU will be directed to the following addresses, to the attention of the respective Focal Point:

For ICAO:

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International Civil Aviation  
Organization  
999 Robert-Bourrassa Boulevard  
Montréal, Québec H3C 5H7  
Canada

For WHO:

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World Health Organization  
20 Avenue Appia  
CH-1211 Geneva 27  
Switzerland

## **Article 11**

### **Dispute Resolution, No Waiver, Other Matters**

11.1. This MoU is not an international convention or agreement, is not subject to international law, is not intended to give rise to any rights or obligations at international law, and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either ICAO or WHO.

11.2. In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the

dispute and of the measures that should be taken to rectify it will be resolved through consultation between the President of ICAO and the Director General of WHO.

11.3. Nothing contained herein will be construed as a waiver, express or implied, of any of the privileges and immunities enjoyed by either Party, their respective officers and staff, either pursuant to *the Convention on the Privileges and Immunities of the Specialized Agencies* or other applicable agreements, conventions, laws or decrees, and/or as submitting either Party to any national court jurisdiction.

## Article 12

### General Matters

12.1 Each Party is an independent participant in this MoU and not a joint venture partner, or an agent or representative of the other.

12.2 No provisions herein are intended to interfere in any way with the Parties' independent decision-making autonomy with regard to their own respective affairs and operations.

12.3 The activities of the parties under this MoU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

12.4 This MoU does not restrict either Party from participating in similar arrangements with any third party nor does it supersede any other arrangements between the Parties, unless otherwise specified by the Parties.

Signed in duplicate on the date provided below:

For **the World Health Organization:**

For **the International Civil Aviation Organization:**

/Tedros Adhanom Ghebreyesus/  
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/Juan Carlos Salazar/  
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Dr. Tedros Adhanom Ghebreyesus  
Director General  
Date: 6 October 2022

Mr. Juan Carlos Salazar  
Secretary General  
Date: 4 November 2022