

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
HEALTH CANADA OF THE
GOVERNMENT OF CANADA

Health Canada of the Government of Canada and the Department of Health and Human Services of the Government of the United States of America, hereafter referred to as the Participants,

RECOGNIZING

Our common objective to raise the health status of First Nation and Inuit people in Canada and American Indians and Alaska Natives in the United States;

Our common interest in improving our approaches to health issues with First Nation and Inuit people in Canada and American Indians and Alaska Natives in the United States by identifying and reinforcing best practices; and

Reaffirming our common interest in the sharing of knowledge and learning experiences, which will serve to strengthen our individual approaches to issues within the context of the respective countries;

We have reached the following understanding.

Article 1
Purpose

To share knowledge through an agreed upon annual schedule of work which may include the exchange of information and personnel, the conducting of workshops, conferences, seminars and meetings.

Article 2
Activities

The Participants, in accordance with their legal authority, intend to develop joint efforts to effectively and appropriately exchange information and enhance development of collaboration between the two agencies and, as appropriate, with other relevant agencies, groups, and individuals within their countries.

Article 3 Confidentiality

The Participants expect that most of the information exchanged under this Memorandum of Understanding may be provided in a form appropriate for public dissemination under the laws of the transmitting Participants. Information that is not appropriate for public dissemination should be shared according to the procedures and policies of the Participants as permitted by the laws of their respective countries.

Article 4 Funding

Each Participant intends to fund its own activities subject to the availability of appropriated funds, personnel, and other resources.

Article 5 Plan of Work

The Participants intend to develop a Plan of Work describing specific activities to be carried out under this Memorandum of Understanding. The Plan of Work may include but is not limited to:

- i. Training in health data and financial management systems to better assist patient care needs;
- ii. Exchanging information on telemedicine and tele-health capabilities;
- iii. Collaborating on studies on chronic diseases of high prevalence in indigenous populations;
- iv. Cooperating on mechanisms to support indigenous populations in the hemisphere;
- v. Providing guidance in working with universities and other non-governmental organizations; and
- vi. Sharing of information on approaches to health care reform and the support of innovative approaches to health care delivery.

Article 6 Representing Agencies

1. The Participants will designate Liaison Officers to carry out activities under this Memorandum of Understanding. Liaison Officers, or their designees, intend to meet at least once a year to review and revise the Plan of Work.

2. Liaison Officers will be as follows:

For Health Canada:
Assistant Deputy Minister
First Nations and Inuit Health Branch
Health Canada

For the Department of Health and Human Services:
Director
Indian Health Service
Department of Health and Human Services

Article 7
Settlement of Disputes

The Participants should strive to resolve by mutual decision any disputes that arise from the interpretation or application of this Memorandum of Understanding.

Article 8
Duration

1. Activities under this Memorandum of Understanding commence upon signature by both Participants for five (5) years. It may be extended for an additional five-year period, after review by the Participants. The Participants may amend this document, by mutual written consent, specifying the date the amended Arrangement commences.
2. Either Participant upon thirty days advance written notice to the other Participant may terminate this Memorandum of Understanding.
3. Termination of this Memorandum of Understanding does not affect the completion of cooperation activities that may have been formalized prior to termination.

SIGNED at Geneva, Switzerland, this 13th day of May 2002, in duplicate, in the English and French languages.

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

*FOR HEALTH CANADA OF THE
GOVERNMENT OF CANADA*

*/Tommy G. Thompson/
TOMMY G. THOMPSON
SECRETARY OF HEALTH AND HUMAN
SERVICES*

*/A. Anne McLellan/
HON. A. MCLELLAN
MINISTER OF HEALTH*