Memorandum of Understanding

between

Naalakkersuisut (the Government of Greenland)

and

the World Health Organization, acting through its Regional Office for Europe

concerning

technical collaboration on matters of public health

This Memorandum of Understanding (hereinafter referred to as "the MOU"), is entered into by Naalakkersuisut – the Government of Greenland (hereinafter referred to as "Naalakkersuisut") and the World Health Organization through its Regional Office for Europe (hereinafter referred to as "WHO/EURO"). Naalakkersuisut and WHO/EURO are hereinafter jointly referred to as "the Parties".

PREAMBLE

WHEREAS the population of Greenland shares cultural links and common public health challenges with other Arctic and circumpolar Indigenous Peoples in Member States of both the WHO European Region (Russian Federation, Norway, Sweden, and Finland) and the Region of the Americas (Canada and the USA);

WHEREAS Greenland is geographically located in the Americas, but from an administrative perspective it is the western-most territory of the WHO European Region;

WHEREAS Greenland has specific rights and obligations in the region, and the Naalakkersuisut is an important actor in the Arctic Council;

WHEREAS the Transatlantic Collaboration Framework Arrangement (TCFA), signed on 14 April 2023 between the Pan American Health Organization (PAHO), WHO/EURO, and the United States Department for Health and Human Services (HHS), strengthens the mandate for interregional collaboration on public health matters, including those related to the health of the Arctic communities;

WHEREAS a delegation from WHO/EURO, led by the Regional Director Dr Hans Henri P. Kluge, made an official visit to Greenland in March 2023, and reciprocal visits to the WHO Regional Office for Europe by delegations from the Naalakkersuisut, , led by successive Ministers of Health M. Mimi Karlsen in June 2023 and M. Agathe Fontain in July 2024 to the WHO Regional Office for Europe furthered a shared commitment to strengthen collaboration in areas of mutual interest.

HAVING REGARD to Act no. 473 of 12 June 2009 on Greenland Self-Government, and noting that, while this MOU does not constitute an agreement under international law, Naalakkersuisut is signing this MOU in accordance with Greenland's competencies as reflected in Chapter 4 of the Act.

NOW, THEREFORE, the Parties agree to pursue policy and technical collaboration according to the precepts laid out in this MOU, as follows:

ARTICLE I. SCOPE AND OBJECTIVES

1. The purpose of this MOU is to create a practical framework for collaboration between the Parties, agreed in a process of successive consultations, and with the overall aim to achieve the domestic health policy objectives of the Naalakkersuisut, as well as the targets of the WHO's Fourteenth General Programme of Work, 2024–2029 (GPW 14), the European Programme of Work 2021-2025: United Action for Better Health in Europe (EPW).

2. In line with the EPW, the present MOU thus aims to support Greenland in promoting universal access to health coverage without fear of financial hardship, offering effective

protection against health emergencies and building healthy communities, where public health actions and appropriate public policies secure a better life in an economy of well-being that leaves no one behind.

3. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between the Parties and other government agencies, organizations, or technical units affiliated with them, with direct or indirect involvement in matters of public health.

4. Either Party may, with the consent of the other Party and to the extent permitted by laws and policies governing each, invite other entities, including international bodies, government agencies of Greenland or of third countries, non-governmental or civil society organizations, academic institutions, private companies or individuals (such as scientists and technical experts), to participate in activities undertaken pursuant to this MOU, subject to such terms and conditions as the Parties may specify.

5. The Parties may develop joint communication plans to communicate the work being done under this collaboration to diverse audiences, thereby underscoring the importance of the work and its impact. Either Party may, with the written consent of the other Party, conduct communications activities focused on significant milestones within the collaboration. Both Parties will review and approve in writing the communication materials produced to this end, prior to the dissemination.

6. It is understood by both Parties that the human resources available for collaboration are very limited, and therefore that Naalakkersuisut must be very selective in choosing the activities to be undertaken pursuant to this MOU, to ensure that the expected benefit for Greenland fully justifies the investment required by counterparts in Greenland. Further, the collaborative programme may be revised or adjusted at any time, where prevailing circumstances indicate a need for change.

ARTICLE II. COOPERATIVE ACTIVITIES

Where possible and appropriate, and subject to Article III below, the Parties wish to collaborate in the following areas considered priorities for improving population health in Greenland.

The collaborative activities may be revised or adjusted at any time throughout the cooperation by mutual agreement of the Parties in a separate exchange of letters or agreement, where prevailing circumstances indicate a need for change.

Collaboration on any of the activities under this MOU can only be initiated by mutual agreement in writing. The scope of any activity depends on the financial, administrative and human resources available, and neither one of the Parties may impose any activities on the other.

1. Alcohol Control and Cannabis Policy. Alcohol use and misuse has wide-ranging negative impacts on population health and society, related not only to disease (liver disease, cancer) but also to road safety, violence, abuse, and work absenteeism, among others. Historically, these effects have had a disproportionate impact on Indigenous Peoples, including the Inuit, and important socio-spatial (including gender) dimensions, making alcohol control a major public health priority for Greenland.

In 2023 the Parliament of Greenland, Inatsisartut, adopted a motion requesting that Naalakkersuisut develop and present an assessment of the advantages and disadvantages of legalizing cannabis, along with recommendations for how a possible legalization and sale of cannabis could be carried out. In this context, the Parties agree that it would be relevant to collaborate on the public health impacts of cannabis.

Specific collaboration activities in the area of alcohol control may include, but are not limited to:

- Data collection and analysis of alcohol consumption patterns in Greenland, including in relation to socio-spatial inequities and their determinants;
- Review of current regulations and taxes to control alcohol use;
- Planning, execution, monitoring and evaluation of an inclusive and participatory process to involve stakeholders in the development of recommendations to control the use of alcohol in Greenland;
- Collaboration with WHO Experts and Greenlandic experts on research into the intersections between violence against women and violence against children, alcohol abuse, and mental health in line with WHO Global Research Priorities.
- Review of the evidence on the effectiveness of alcohol control policies and good practices in similar contexts, applying an equity, human rights and gender lens;
- Development of recommendations for a long-term, evidence-informed alcohol strategy for Greenland as well as recommendations for health information system improvements to monitor its impact over time (including in relation to socio-spatial inequities).

Specific collaboration activities in the area of cannabis policy may include, but are not limited to:

- The development of a comprehensive policy brief on the public health impacts of different approaches to regulating cannabis, namely criminalization, decriminalization, and legalization, in light of the unique sociocultural and environmental context of Greenland.

2. Human resources for health. For several years the Greenlandic health system has been affected by major challenges in recruitment and retainment of health professionals. With a relatively small population distributed over such a large territory, Greenland's health system has been conceived to serve a highly dispersed and rural population. As such, Greenland's experiences are of great relevance to other Arctic communities as well as to many other remote communities in the European Region of WHO, and vice versa. WHO networks can foster the exchange of good practices and support the adaptation of good practices in different contexts.

Specific collaboration activities in this area may include, but are not limited to:

- Perform a site visit and gather the existing evidence, in order to assess the current status of the labour market, the effectiveness of HRH policies and the barriers and enablers to workforce sustainability.
- Support the development and implementation of policies to strengthen recruitment, management, retention and return within the health workforce.
- Identify opportunities to strengthen service delivery using solutions based on telemedicine, assess the feasibility of applying them in the Greenlandic context and support the design and implementation of pilots.
- Participation of Greenlandic leaders in WHO training activities on health workforce planning, recruitment, management, retention and return.

3. Tobacco control. As a leading cause of avoidable death and disability worldwide, tobacco control is an international challenge requiring global cooperation. WHO's approach to this

public health threat is articulated through the Framework Convention on Tobacco Control, a comprehensive, legally binding set of measures developed to address issues around demand and supply, tobacco cessation, research, trade, environmental protection, technical cooperation and communication, and finance.

Specific collaboration activities in the area of tobacco control may include, but are not limited to:

- Technical consultations, and joint evaluation of the legislative framework for tobacco control;
- Surveillance to monitor changes in tobacco and nicotine use prevalence in Greenland and track key tobacco control indicators;
- Situational analysis to assess the performance of existing policies, programmes, and planning for a participatory, evidence-informed tobacco control strategy and action plan;
- Technical workshops and sharing good practices on effective tobacco use prevention and cessation programmes;
- Policy dialogue between technical experts in tobacco control and Greenlandic policymakers and public health leaders.

4. Suicide prevention and mental health. Mental health and well-being is a key priority of the EPW and the topic of a Flagship Mental Health Coalition. In Greenland, the legacy of colonization has affected society at multiple levels, including at health (mental/physical), social, spiritual, and cultural levels. The historical trauma that resulted from colonization has been passed down between generations, and the impacts of this inter-generational trauma continue to be felt at the level of communities, families, and individuals. As in many Indigenous Peoples communities, suicide rates remain unacceptably high, particularly among youth, to the extent that in 2023 Prime Minister Mute Egede identified suicide amongst youth as the most pressing challenge for Greenland. Thus, there is ample potential for closer collaboration between the Parties.

Specific collaboration activities in this area may include, but are not limited to:

- Piloting suicide prevention interventions that use Arts as a cost-effective measure to address the challenge;
- Peer-to-peer sparring between WHO Experts and the Greenlandic experts responsible for overseeing implementation of Greenland's national suicide prevention strategy, conducted and/or facilitated by WHO;
- Participation in workshops on suicide prevention, such as "LIVE LIFE", the WHO Implementation Guide for Suicide Prevention in Countries, with a view of further refining the approach to suicide prevention in Greenland;
- Activities addressing trauma as a specific phenomenon requiring a health system response, including the strengthening of protective factors and peer-to-peer exchanges with other European Member States and Indigenous Peoples affected by colonial legacies;
- Collaboration with the WHO Collaborating Centre for Surveillance and Research in Suicide Prevention, part of the National Suicide Research Foundation in Ireland, to strengthen the current suicide surveillance system in Greenland;
- Capacity strengthening for front line workers, potentially using a "train the trainers" approach, in mental health, substance use, suicide prevention, and the health sector response to violence against women and children;
- Participation by Greenland in the various networking and collaboration activities of the pan-European Mental Health Coalition, plus WHO brokering of collaboration between relevant colleagues in the coalition.

5. Immunization. Routine vaccination against preventable childhood disease, plus regular immunization against COVID-19, the flu, and other infectious diseases, continues to pose challenges for health systems globally, particularly in light of rampant online mis- and disinformation. This is an active and vital area of interest for public health planners and practitioners worldwide.

Specific collaboration activities in this area may include, but are not limited to:

- Appointment of focal points on each side to achieve a shared understanding of the current situation, organize peer-to-peer sparring (bilaterally or in groups), and offer feedback on the current approach.

6. Sexual and reproductive health and rights (SRHR). Globally, populations continue to be affected by sexually transmitted infections like gonorrhoea, syphilis, chlamydia, herpes simplex, and HIV. Despite advances over the last decades in comprehensive sexuality education, women's and LGBTQ+ rights, disease prevention, detection and treatment gaps and barriers to SRHR still remain.

Specific collaboration activities in this area may include, but are not limited to:

- Policy dialogue between international and Greenland SRHR experts, policymakers, and public health leaders to identify priority areas for further collaboration in this area.
- Collaboration between experts from WHO and Greenland to ensure that SRHR is integrated into national health policies and plans for strengthening UHC, health systems, and people-centred care; and that sector-specific SRHR action plans reflect SDG and human rights commitments.
- Review existing laws and regulations that affect the provision of and access to SRHR services; when necessary, align these with international laws and commitments on human rights, including principles of gender equality, equity, transparency, and accountability.
- Inclusion of comprehensive SRHR services within the national health benefits package, following a life course approach.

7. Tuberculosis. Tuberculosis continues to be a public health problem in Greenland, as elsewhere in the WHO European Region and beyond. Early detection is hampered by the remoteness of many settlements, while treatment is complicated by the threat of multi-drug resistant strains of TB bacteria.

Specific collaboration activities in this area may include, but are not limited to:

- Appointment of focal points on each side to achieve a shared understanding of the current situation, organize peer-to-peer sparring (bilaterally or in groups), and offer feedback on the current approach.
- WHO mission to Greenland to evaluate the current situation and to provide technical assistance in the design of a strengthened approach to addressing TB in the country.

8. Behavioural and cultural insights (BCI). A number of the areas for collaboration outlined above will necessitate an analysis of the behavioural and cultural factors that affect the outcome of health policies and interventions in Greenland. Information on these factors can be used to inform planning, in view of maximizing impact.

Specific collaboration activities in this area may include, but are not limited to:

- The involvement of WHO/EURO's BCI team in some of the other activity streams described in this MOU.

- Capacity strengthening on BCI for key colleagues in Greenland, to advance the use of evidence-based approaches for understanding and addressing health behaviours in Greenland.
- Participation of Greenland in meetings of WHO/EURO's regional network of national BCI focal points.

9. Support to health systems strengthening. Greenland has embarked on an ambitious plan to strengthen its health system and has established a Health Governance unit within the ministry of health in order to oversee reforms as well as to coordinate collaboration on health with other sectors. WHO/EURO has an extensive track record in supporting Member States in implementing comprehensive health system strengthening plans and in coordinating inter-sectoral action for health.

Specific collaboration activities in this area may include, but are not limited to:

- Peer-to-peer sparring for the colleagues of the Health Governance Unit with experts from WHO;
- Exchanges of knowledge and experience with colleagues with similar roles and responsibilities in ministries in other countries of the Region.

10. Participation in technical activities of the Small Countries Initiative and the Regions for Health Network. The WHO/EURO Small Countries Initiative brings together health leaders from 12 European countries with 2 million or fewer inhabitants, at both the political and technical level. The Regions for Health Network, is a technical network bringing together subnational health authorities from more than 40 Regions, countries and territories, with large differences in size, density and health needs, but common health goals. Given the population of Greenland, the Small Countries Initiative and the Regions for Health Network could be useful fora within which to exchange experiences and learn from good practices in other contexts.

ARTICLE III. LEGAL STATEMENTS

1. Organization of the Cooperation

1.1 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 draft joint work programme for approval by each Party, to evaluate progress, and to make recommendations between the Parties, as appropriate.

1.2 The Parties anticipate at least two meetings per year between the points of contact and at least one annual meeting between the Principal Representatives to take stock of the collaboration and joint activities, define and reorient priority areas of collaboration, as needed.

1.3 The Parties intend to coordinate and cooperate with universities, academic institutions, institutes and other partners, as appropriate and to the extent permitted by laws and policies of each Party.

2. Implementation, Financial Obligations, and Fundraising

2.1 Any collaborative activity as outlined in Article II above shall 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, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity before the commencement shall be agreed on a case-by case-basis, subject to a separate exchange of letters or agreement.

2.2 This MOU does not represent any commitment with regard to funding for a particular activity, on the part of either Party. Each Party hereto shall be fully responsible for the funding of its activities under this MOU.

2.3 Any transfer of funds between the Parties shall be made under a separate agreement, to be agreed between the Parties.

2.4 Neither Party will engage in fundraising with third 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. Coordination of cooperation

3.1 The Parties intend to set up points of contact to foster the collaboration activities elaborated in this MOU and to ensure coordinated actions of the Parties. If necessary, contact persons responsible for specific areas of interaction will be determined.

3.2 The points of contact may determine the frequency, format, and timing of meetings to provide updates on activities under this collaboration.

3.3 The points of contact may determine the best means of communication to use in relation to the overall collaboration and the specific areas of interaction that take place in the context of the MOU.

All written communications to the points of contact will be directed to the following addresses:

For Naalakkersuisut:
Martin Hønge Olsen
Programme manager
Email: mhol@nanoq.gl
cc. pn@nanoq.gl

For WHO Regional Office for Europe:
Martin Krayer von Krauss, PhD
Strategic Desk Officer
Email: vonkraussm@who.int
cc. eusrc@who.int

4. Relationship and responsibility of the Parties

4.1 This MOU does not create and is not intended to create any legally binding obligations or to impose commercial responsibilities on any of the Parties.

4.2 This MOU does not and is not intended to affect any existing or potential collaboration with other partners.

4.3 Nothing in this MOU shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent between the Parties. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for in this MOU or authorized in writing by the other Party.

4.4 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this MOU; its acts and omissions in connection with the MOU; its implementation, and/or any subsequent arrangements. Thus, a Party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this MOU.

4.5 The Parties shall make appropriate arrangements to cover liability risks for any collaborative activities.

4.6 Information transmitted by one Party to the other Party under this MOU shall be accurate to the best knowledge and belief of the transmitting Party.

5. Confidentiality

5.1 It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any such information shall only be shared between the Parties under a separate confidential disclosure agreement, specifically covering such information.

6. Use of the Parties' names

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

7. Duration and Termination

7.1 This MOU will commence on the date of signature by the authorized official of each Party and will continue for a period of five (5) years. Before the five-year period ends the Parties may review the MOU and may decide on whether to continue the collaboration.

7.2 This MOU may be terminated by either Party by written notice shared with the other Party. Notwithstanding the foregoing, it is agreed that any termination of this MOU shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination of this MOU.

8. Amendments

8.1 Each Party will promptly notify the other Party in writing of any anticipated or actual material changes that will affect the execution of this MOU.

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

9. Prevention of Sexual Misconduct

9.1 The Parties have zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment and all forms of the prohibited sexual behaviour), harassment and other types of abusive conduct. The Parties shall comply with their respective policies dealing with ethics and professional conduct, anti-bribery, anti-corruption, workplace harassment and violence.

9.2 The Naalakkersuisut acknowledges and agrees that the provisions of clause 9.1 constitutes an essential term of this MOU and that in case of breach of this provision, WHO may, in its sole discretion, decide to terminate this MOU and/or any other agreement concluded by WHO with the Naalakkersuisut, immediately upon written notice to the Naalakkersuisut, without any liability for termination charges or any other liability of any kind.

10. Settlement of disputes

10.1 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 Heads of the Parties.

11. Privileges and Immunities

11.1 Nothing in or relating to this MOU shall constitute, or be deemed a waiver of any of the privileges and immunities enjoyed by WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement, or as a submission to the jurisdiction of any national court or tribunal.

Signed in duplicate on the date provided below:

For Naalakkersuisut:

Ms. Agathe Fontain
Minister of Health

Date: 1. juli 2024

For the World Health Organization, acting through its Regional Office for Europe:

Dr. Hans Henri P. Kluge
Regional Director

Date: 01/07/2024.