

**Memorandum of Understanding
for the Collaborative Program
on Emerging and Re-emerging Infectious Diseases
between**

**The Department of Health and Human Services
of the United States of America
and**

The Ministry of Health of the People's Republic of China

The Department of Health and Human Services (HHS) of the United States of America and the Ministry of Health (MOH) of the People's Republic of China (hereinafter referred to as "the Parties"), for the purpose of promoting closer cooperation, capacity building, and exchange of information in the field of infectious diseases,

RECOGNIZING that many emerging and re-emerging infectious diseases have become significant threats to human health;

ACKNOWLEDGING that initial achievements have been made under the Collaborative Program on Emerging and Re-emerging Infectious Disease since 2005;

AFFIRMING their strong mutual commitment to continue collaboration to prepare for emerging and re-emerging infectious diseases;

DESIRING to enhance capacity for timely detection, response, and treatment of emerging and re-emerging infectious diseases;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

ARTICLE I

1. This Memorandum of Understanding is subject to and governed by the Protocol between the Department of Health and Human Services of the United States of America and the Ministry of Health of the People's Republic of China for Cooperation in the Science and Technology of Medicine and Public Health, signed June 22, 1979, as extended and amended (the Health Protocol). The Health Protocol was implemented under the auspices of the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington on January 31, 1979, as extended and amended.

2. The Memorandum of Understanding to Establish a Collaborative Program on Emerging and Re-emerging Infectious Diseases signed in Washington on October 31, 2005 is hereby superseded.

3. The principal objectives of this Collaborative Program are to facilitate policy decision-making and to strengthen the expertise of US and Chinese health and medical scientists and professionals, through activities that 1) promote research in epidemiology, prevention, control, diagnosis, and treatment of infectious diseases, and 2) enhance the operational aspects of preparedness and response to emerging infectious disease threats.

ARTICLE II

1. The scope of the Collaborative Program includes:

- a. enhanced capacity in surveillance, laboratory testing, diagnosis, treatment, epidemiological investigation, biomedical research, and control of emerging infectious diseases,
- b. exchange of technical experts and materials used to enhance preparedness and the rapid response to emerging infectious disease threats,
- c. dissemination of effective public health and clinical practices information regarding emerging and re-emerging infectious diseases and sharing of research findings, and
- d. promotion of strategic research on prevention and control of infectious diseases to strengthen capacity in evidence-based decision- and policy-making.

2. Cooperation and collaboration will involve areas of emerging and re-emerging infectious diseases, as consistent with the five-year strategic plan to specify priorities to be developed within three months of the entry into force of this Memorandum of Understanding.

3. Given the unpredictable nature of emerging infections, a mid-course review of the five-year strategic plan will occur during the third year of the Memorandum of Understanding, which could enable an adjustment of efforts and priorities.

4. The Parties will seek to incorporate this cooperation into the broad range of existing U.S.-China health activities.

ARTICLE III

To achieve the objectives of the Collaborative Program, each Party will, as appropriate, provide its disease control networks, technical advisors, office space, field sites and technical support. Subject to the availability of funds, and as appropriate, the Parties will provide funding.

ARTICLE IV

The mechanism for the Collaborative Program will be as follows:

1. The Collaborative Program structure will include a Collaborative Committee and a Collaborative Program Office.

2. Collaborative Committee

(1) The composition of the Collaborative Committee shall consist of twelve (12) senior public health officials and recognized experts in emerging infectious diseases from both Parties.

a. For China, representatives from the following institutes shall be included in the committee:

- i. the Office of Health Emergency, MOH;
- ii. the Bureau of Disease Prevention and Control, MOH;
- iii. the Department of Medical Administration, MOH;
- iv. the Department of Medical Science, Technology and Education, MOH;
- v. the Department of International Cooperation, MOH;
- vi. the Chinese Center for Disease Control and Prevention (China CDC); and,
- vii. the Chinese Academy of Medical Sciences.

b. For the United States, representatives from each of the following institutes shall be included in the committee:

- i. The HHS Health Attaché's Office, Beijing;
- ii. the National Institutes of Health (NIH);
- iii. the Centers for Disease Control and Prevention (CDC);
- iv. the Food and Drug Administration (FDA), and
- v. the Office of the Secretary (OS), HHS.

c. Each Party may invite representatives from its other ministries, sub-national health authorities, academic institutions, or organizations to participate as observers, as desired.

(2) The U.S. Co-Chair of the Collaborative Committee shall be a senior public

health official from HHS, and the Chinese Co-Chair of the Collaborative Committee shall be a senior public health official from MOH.

(3) The Collaborative Committee shall meet at least once a year. The Parties shall convene additional meetings, if necessary, according to program needs.

(4) The duties and responsibilities of the Collaborative Committee will include:

- a. reporting on the progress of the program to the U.S. Secretary of Health and Human Services and the Chinese Minister of Health, and making suggestions on the direction and priority areas of collaboration;
- b. approving the five-year strategic plan and general plans for annual cooperation arrangement in the most efficient and timely manner;
- c. identifying and adjusting the management mechanism of the Collaborative Program Office;
- d. monitoring, guiding, and evaluating project implementation; and
- e. coordinating activities among project-related government departments and institutions.

(5) Decision making shall be by consensus.

3. Program Office

(1) The U.S.-China Collaborative Program Office (Program Office) is located in the China CDC.

(2) The duties and responsibilities of the Program Office will include the following:

- a. jointly developing an annual cooperation arrangement in line with the approved five-year strategic plan;
- b. arranging the Collaborative Committee's meetings;
- c. overall program management;
- d. overseeing, monitoring and evaluating project progress;
- e. facilitating collaboration and coordination with relevant partners, for example, partners at the national, provincial, and local levels;
- f. developing, within three months of the entry into force of this MOU, a management manual that is consistent with the terms and conditions of this MOU;
- g. reporting regularly to the Collaborative Committee (including finance reports); and
- h. executing other decisions made by the Collaborative Committee.

4. Technical Advisors

Technical Advisors will be recruited by the Program Office to provide independent advice on the following:

- a. five-year strategic plan and annual cooperation arrangement;
- b. project plans and proposals;
- c. monitoring and evaluation; and,
- d. other technical support as needed.

ARTICLE V

1. All activities undertaken pursuant to this MOU are to be conducted in accordance with the applicable laws and regulations of the United States and the People's Republic of China, as well as with other international agreements to which both the United States and the People's Republic of China are party, and are subject to the availability of personnel, resources, and appropriated funds.
2. The protection of intellectual property created or furnished in the course of activities under this MOU, the allocation of rights to such intellectual property, and the treatment of business-confidential information obtained and/or exchanged pursuant to this MOU will be governed by the provisions of Annex I of the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed in Washington on January 31, 1979, as extended and amended, unless otherwise agreed upon by the Parties.
3. Each Party shall strictly follow its own laws and regulations on intellectual property protection during the project implementation process.
4. All project research findings will be submitted for scientific publication in keeping with both Parties' policies and practices and with mutual consent of both Parties.
5. Each Party shall promote the sharing of data, information and specimens.
6. The use and management of specimens shall be consistent with applicable laws and regulations.
7. The transport of specimens between the two countries shall be consistent with the applicable laws and regulations of both countries and any applicable international law.
8. Work under this Memorandum of Understanding will proceed consistent with the obligations and spirit of the revised International Health Regulations, as adopted by the World Health Assembly in 2005, in accordance with the

acceptance by each Party of these Regulations.

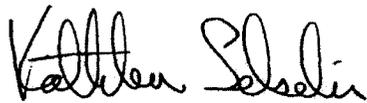
ARTICLE VI

1. Changes in the scope of work of this Collaborative Program shall require the advance mutual consent of the Parties. Any disputes arising regarding the interpretation or application of this MOU shall be resolved by consultations between the Parties.

2. This Memorandum of Understanding shall enter into force upon signature and remain in force for a period of five years. Six months prior to expiration, the Parties will review the Memorandum of Understanding to decide whether to extend or amend it. If either Party wishes to terminate this Memorandum of Understanding, it shall give notice in writing ninety days in advance through diplomatic channels to the other Party of its intention to terminate.

Done in Beijing, China, this 25th day of May, 2010 in duplicate, in the English and Chinese languages, both texts being equally authentic.

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



FOR THE MINISTRY OF HEALTH
OF THE PEOPLE'S REPUBLIC
OF CHINA

