MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL ORGANIZATION FOR MIGRATION
AND
THE WORLD HEALTH ORGANIZATION

1. INTRODUCTION

1.1 This Memorandum of Understanding (MOU) between the International Organization for Migration (IOM) and the World Health Organization (WHO) is intended to further strengthen cooperation between the two Organizations for the benefit of persons of concern to IOM (henceforth referred to as “beneficiaries”).

1.2 Underlying this MOU is the recognition of the respective mandates and responsibilities of each Organization, and of the need to build on the comparative advantages of each in arrangements for cooperation that provide added value both for the beneficiaries and for the discharge of these mandates and responsibilities.

1.3 IOM has as its primary objective the furtherance of the orderly management of migration. It is mandated to assist in meeting the operational challenges of migration, to advance understanding of migration issues, to encourage social and economic development through migration and to work towards effective respect for the human dignity and well being of migrants. IOM also considers health as a core component of any and all migration or population mobility issues, topics or undertakings.

1.4 The objective of WHO is the attainment by all peoples of the highest possible level of health. WHO’s Constitution specifically mandates the Organization “to act as the directing and coordinating authority on international health work” and specifically in the field of humanitarian assistance “to furnish..., in emergencies, necessary aid upon the request or acceptance of governments.” WHO is also mandated to provide, or assist in providing, upon the request of the United Nations, health services and facilities to special groups.

2. OBJECTIVES

This MOU has the following general objectives:

2.1 To assist WHO and IOM in understanding how the global demographical social changes provoked by world-wide migration flows, affect changes in all issues related to health and care;

2.2 To reduce the mortality, morbidity and disability among the beneficiaries;
2.3 To promote the adequate, timely and cost-effective provision of health services for the beneficiaries;

2.4 To ensure effective coordination of health policies at the international level as they affect the beneficiaries, with a view to achieving and reinforcing globally accepted standards;

2.5 To promote the development of institutional capacities to anticipate and address the health needs of beneficiaries both at the level of national health services, through their extension and reinforcement as necessary, and at the international level, including in particular with nongovernmental organizations (NGOs).

3. Competence of the Two Parties

3.1 WHO recognizes IOM’s special role in developing and implementing programmes concerning the specific health needs of migrants, refugees, displaced persons, and demobilized soldiers and other individuals in need of international migration assistance, in areas including, but not limited to, the following:

- Research and analysis in the area of migration and health;
- Medical evaluation and screening of migrants;
- Appropriate counselling and ethical frameworks for migration medical screening programmes;
- Infectious disease treatment programmes for migrants;
- Mental health programmes for migrants;
- Medical assistance to disabled and injured migrants;
- Development of migration health education programmes;

3.2 IOM recognizes WHO’s special role in international health work and, in particular for the purposes of this MOU, in providing technical support and short-term assistance in areas including, but not limited to, the following:

- Defining health priorities in emergency response;
- Health and nutrition assessment;
- Prevention and control of communicable diseases;
- Reproductive health;
- Mental health and psychosocial welfare;
- Health systems development and monitoring;
- Training of national and NGO staff;
- Epidemiological surveillance.

4. Consultation and Cooperation

4.1 WHO and IOM agree to keep each other regularly informed about their respective activities of mutual interest in the area of migration and health.
4.2 WHO shall endeavour to bring to the attention of IOM such programmes and projects as may *prima facie* be suitable for assistance from IOM, and to the extent possible IOM shall keep WHO informed about the suitability of such programmes and projects for assistance from WHO.

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4.4 IOM and WHO shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the two Organizations both at the level of Headquarters and in field locations where both Organizations are represented.

4.5 In so far as possible, and within the context of their constituent instruments and decisions of their respective competent bodies, the two Organizations shall assist each other in the training and secondment of various categories of staff when appropriate.

5. **Areas of Cooperation**

Without prejudice to cooperation in additional fields, the Parties agree to consider the following activities as fields for mutual cooperation:

5.1 Technical cooperation programmes and projects which aim to build the capacity of national authorities in addressing the health needs of migrants;

5.2 Specific health programmes for migrants and migrant communities, which include the improvement of general health standards, medical assistance and prevention and control of diseases;

5.3 Addressing health needs in post-conflict societies, including programmes targeting displaced persons and the rehabilitation of health and medical infrastructures;

5.4 Promotion of appropriate health measures and safeguards as part of migration projects;

5.5 The harmonization of international legislation and regulations concerning the control of the international spread of infectious diseases;

5.6 Collaborative activities in the area of migration policy formulation and standardization.
6. METHODS OF COOPERATION

6.1 Subject to such arrangements as may be necessary to safeguard the confidentiality of any information or document, WHO and IOM shall provide each other with all such data, documents and information as may be necessary for any activity to be carried out under this MOU.

6.2 IOM shall, whenever it deems appropriate, request WHO to assist IOM in the missions related to its operational activities, with a view to ensuring and facilitating as may be relevant collaboration between the Parties in the planning, implementation and evaluation stages of projects of mutual interest.

6.3 IOM, in carrying out its functions, shall make use, as it deems appropriate, of the services and expertise of WHO.

6.4 WHO shall invite IOM to be represented at sessions of the World Health Assembly, and such other meetings held under the auspices of WHO as are of interest to IOM, and to participate without the right to vote on items on their agenda in which IOM has an interest.

6.5 IOM shall invite WHO to be represented at meetings of its Council, and such other meetings held under the auspices of IOM as are of interest to WHO, and to participate without the right to vote in their deliberations on items on their agenda in which WHO has an interest.

7. IMPLEMENTATION OF THE AGREEMENT

7.1 IOM and WHO shall each designate a responsible official for the implementation of this MOU. For example, IOM’s requests for WHO’s assistance, with provision of staff support, shall be made through that designated responsible official within WHO. However, communications regarding technical information and advice may take place directly with the relevant WHO technical units, keeping the aforementioned responsible official informed as appropriate.

7.2 Each Organization is responsible for mobilizing the resources necessary to discharge the responsibilities set out herein. For certain special operations, a decision may be taken to issue a joint appeal. Both Organizations will participate in the Office of Emergency Relief Coordinator (ERC)-coordinated consolidated interagency appeal processes.

8. FINAL PROVISIONS

8.1 This MOU shall not affect the relations of either signatory to its governing body, nor the relationship of IOM and its operational partners, nor the relationship between WHO and its correspondents including Ministries of Health and other organizations, both governmental and nongovernmental.
8.2 The implementation of the provisions of this MOU will be in compliance with the respective administrative rules and procedures of IOM and WHO and subject to the availability or resources.

8.3 This MOU shall enter into force upon signature.

8.4 This MOU may be modified with the consent of the Parties.

8.5 This MOU may be terminated by mutual agreement, or may be denounced by either party giving the other party ninety days written notice. Notwithstanding the expiry of a notice of termination, the Parties agree that the provisions of this MOU shall remain in full force to the extent necessary to permit the orderly conclusion of any activity undertaken pursuant to this MOU.

8.6 This MOU supersedes the Exchange of Letters between WHO and the Provisional Intergovernmental Committee for the Movement of Migrants from Europe (the former designation of IOM) of 13 and 18 February 1952.

In faith whereof representatives of the International Organization for Migration and the World Health Organization have signed the present Agreement in two copies on this day of 4 October 1999.

For the World Health Organization, For the International Organization for Migration,

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Dr Gro Harlem Brundtland, Mr Brunson McKinley,
Director-General Director General