

**Memorandum of Understanding**

**between**

**The World Health Organization (WHO)**

**and**

**The Royal College of General Practitioners (RCGP)**

## Introduction

WHEREAS, the World Health Organization (hereinafter referred to as WHO), having its headquarters in Geneva, Switzerland, is the directing and coordinating authority on international health, and provides leadership on global environmental 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 Royal College of General Practitioners (hereinafter referred to as RCGP), having its headquarters in London, United Kingdom of Great Britain and Northern Ireland, is a registered charity with over 53,000 members, which exists to promote the highest possible standards in general medical practice and serves as the professional body for general practitioners in the United Kingdom, representing and supporting them on key issues, including licensing, education, training, research and clinical standards. RCGP also conducts campaigns to influence policy and hold governments to account across the United Kingdom;

WHEREAS, RCGP and WHO have previously successfully concluded a Memorandum of Understanding for the period 1 July 2019 to 31 December 2022;

WHEREAS, RCGP and WHO wish to continue their engagement and potential collaboration in selected countries to support WHO's commitment to address workforce challenges for universal health coverage, including addressing the projected shortfall of 10 million health workers by 2030, primarily in low and lower-middle income countries;

WHEREAS, RCGP and WHO (hereinafter referred to as the "**Parties**") have recognized the need to further collaborate towards accelerating country efforts and investments in education and deployment of health professionals, with particular emphasis on general practitioners and family doctors working in rural areas, to overcome health workforce shortages;

Now, therefore, the Parties decide as follows:

**Article 1**  
**Objectives and Areas of Cooperation**

1. The objective of this Memorandum of Understanding is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in the subject of strengthening primary health care and the health workforce on a global level.
2. Pursuant to this Memorandum of Understanding, the Parties intend to collaborate in the overarching themes of health workforce education, employment, development and retention; with particular focus on the multi-disciplinary teams required to deliver primary health services.
3. This Memorandum of Understanding is non-legally binding and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either RCGP or WHO.

**Article 2**  
**Organization of the Cooperation**

1. The Parties intend to hold joint meetings, including by teleconference, videoconference, and face-to-face meetings, and develop a draft joint workplan of activities for approval by each Party, to evaluate progress, and to make recommendations between the Parties, as appropriate.

**Article 3**  
**Implementation, Financial Obligations, and Fundraising**

1. Implementation of any of the activities outlined in this Memorandum of Understanding 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.
2. No transfer of funds between the Parties is envisioned in connection with this Memorandum of Understanding, and any such transfer of funds would be subject to separate agreement between the Parties.
3. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

**Article 4**  
**Intellectual Property Rights**

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

**Article 5**  
**Official Emblems and Logos**

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**

1. Subject to the provisions of Article 5 above, each Party may acknowledge the existence of this Memorandum of Understanding 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 Memorandum of Understanding.

2. Each Party may publish this Memorandum of Understanding 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 (agreement not to be unreasonably withheld), and except as explicitly provided herein, this Memorandum of Understanding 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.

**Article 7**  
**Responsibility**

Each Party will be solely responsible for the manner in which it carries out its part of the activities under this Memorandum of Understanding. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's personnel or contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

**Article 8**  
**Notification and Amendment**

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 Memorandum of Understanding.
2. This Memorandum of Understanding may be amended only by mutual written agreement of the Parties.

**Article 9**  
**Duration and Termination**

1. This Memorandum of Understanding will begin on signature by the authorized official of each Party. If the signing occurs on different dates, this Memorandum of Understanding will take effect on the date of the last signature thereof.
2. The Memorandum of Understanding will continue until 31 December 2026, and may be extended at that time by written agreement of the Parties for additional periods of three (3) years.
3. Either Party may terminate this Memorandum of Understanding 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 Memorandum of Understanding as of the time of such notice of termination.

**Article 10**  
**Communications**

All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses:

For RCGP:

Professor Michael Holmes, Chair of Trustee Board  
cc. Mark Baumfield, Head of International and Assistant Director

30 Euston Square, London, NW1 2FB  
United Kingdom of Great Britain and Northern Ireland

For WHO:

James Campbell, Director, Health Workforce Department  
cc. Giorgio Cometto, Unit Head, Health Workforce Department

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

**Article 11**  
**Dispute Resolution, No Waiver**

1. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall accept the arbitral award as final.

2. Nothing contained herein will be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

Signed in duplicate on the date provided below:

**For the World Health Organization:**



Dr Tedros Adhanom Ghebreyesus  
Director-General

Date: 05/04/2023

**For the Royal College of General Practitioners:**



Professor Kamila Hawthorne  
Chair

Date: 5th April 2023

