



28 June 2012

## MOU EUnetHTA - INAHTA

### Introduction

The International Network of Agencies for Health Technology Assessment (INAHTA) is a global organisation that provides a forum for the identification and pursuit of interests common to HTA agencies, and the European network for Health Technology Assessment (EUnetHTA) is a network of European partner institutions that produce or contribute to HTA. The two organisations share a common purpose:

- Supporting information sharing and collaboration among HTA governmental / regional organisations in order to promote best practices and to prevent unnecessary duplication of activities

INAHTA defines HTA as:

- *A multidisciplinary field of policy analysis. It studies the medical, social, ethical, and economic implications of development, diffusion, and use of health technology*

EUnetHTA subscribes to this INAHTA definition and developed this explanatory definition:

- *HTA is a multidisciplinary process that summarises information about the medical, social, economic and ethical issues related to the use of a health technology in a systematic, transparent, unbiased, robust manner. Its aim is to inform the formulation of safe, effective, health policies that are patient focused and seek to achieve best value. Despite its policy goals, HTA must always be firmly rooted in research and the scientific method*

INAHTA and EUnetHTA, referred as “the parties”, have different scopes:

- INAHTA's strategic aims are to advocate the role and building of public sector HTA organizations internationally, and to promote opportunities to learn from each other by exchanging knowledge and experience between HTA organizations.
- EUnetHTA is European network based on scientific and political processes such as European integration and the European Union (EU) with its health and research programmes and legislation. It aims at creating a sustainable system of HTA knowledge sharing, promoting good practice in HTA methods and processes, supporting effective HTA collaboration in Europe, providing tools to assist the production of HTA in European countries by allowing HTA information to be shared and adapted, and providing an access point for communication with European umbrella stakeholder organisations and expert advice

While acknowledging differences in scopes the parties have agreed to collaborate.

## General agreement

The parties acknowledge each other's engagement in HTA. They see great advantage and benefit in combining their efforts to pursue shared aims. They agree to support each other in their activities without infringing upon each other's responsibility

Accordingly the Parties agree to engage in cooperative efforts in, but not limited to, the following areas:

### 1. Strengthening the links between INAHTA and EUnetHTA

- The parties will provide joint recognition of each other on their respective web sites, as well as direct linkages between those sites
- Links to publicly available information and resources posted on their respective web sites will be placed on each organisation's web portal

### 2. Joint activities

- The general objective of joint activities is to reduce duplication of work and effort at member agency / partner level
- Areas of joint activities will be defined on a case to case basis: any party may suggest a topic of joint activity
- Each proposal of joint activity must be endorsed by the INAHTA Board and EUnetHTA Executive Committee
- An ad hoc Task Force will be established for each joint activity. Task forces will be composed at least of one representative of each party
- The remit of Task Forces will be defined in a Term of Reference (TOR) document that describes a concrete collaboration to achieve a concrete result where both parties engage themselves
- Each TOR must be endorsed by the INAHTA Board and EUnetHTA Executive Committee
- Any information, results or products obtained through joint activities will identify both organizations as the source and include both logos and contact details.
- The Parties will publish / make public the results of their joint activities in a collaborative fashion. Guidelines for authorship of major, international, peerreviewed journals will be used to establish authorship of collaborative publications.

In regard to separate publications, it is agreed that in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Party shall transmit to the other party for its review the material intended to be published at least 30 (thirty) days before a proposed publication is submitted to any editor, publisher, referee or meeting organiser. Each Party shall have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that its name be deleted altogether. In the absence of any objection by the other Party within that period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed

- Each Party shall be solely responsible for the manner in which it carries out its part of the joint activities. 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 joint activities under this MOU
- Joint activities may be terminated by either Party, subject to three months advance written notice to the other party. Notwithstanding for the forgoing, it is agreed that any termination of a Joint Activity shall be without prejudice to any other rights and obligations of Parties prior to the date of termination of this Joint Activity.

### 3. Confidentiality

- Each party shall take all reasonable measures to keep confidential any information specifically marked "confidential" about the other party that comes to its knowledge during joint activities. However, there shall be no obligation of confidentiality where: (i) the information is publicly available, or becomes publicly available, otherwise than by action or omission of the receiving party, or (ii) the information was already known to the receiving party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the other party.

### 4. Term of Agreement

- This MOU will come into effect when signed and dated below and will be deemed to be in effect until either organization provides notice that it intends to withdraw from the agreement.
- Amendments: This MOU may only be amended in writing by mutual consent of the parties
- Termination: This MOU may be terminated by either Party, subject to six months advance written notice to the other party. Notwithstanding for the forgoing, it is agreed that any termination of this MOU shall be without prejudice to: (i) the orderly completion of any on-going collaborative activity; (ii) any other rights and obligations of Parties prior to the date of termination of this MOU.
- Any dispute relating to the interpretation or execution of this MOU, or of any subsequent exchange of letters or agreement with respect to individual collaborative activities 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 rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final

### Appendices

- Template of joint activity proposal
- Template of TOR



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Patrice Chalon (EUnetHTA)