

Memorandum of Understanding
between
The World Health Organization, represented by its
Regional Office for the South-East Asia Region (WHO SEARO) and
the Department of Mental Health, Ministry of Public Health, Royal Thai Government

WHEREAS the objective of WHO is the attainment by all peoples of the highest possible level of health which is reinforced by the vision, principles and values articulated in the Global Strategy for Health for All, and Health for All in the 21st Century, and considering that this corresponds with the objectives and priorities of the DMH,

WHEREAS the aims of the Department of Mental Health, Ministry of Public Health, Thailand, are to be the national authority on mental health, under the vision to promote mental health and well-being, and under the three strategic positions; 1) as regulatory and advocacy forces for mental health in Thailand, 2) as a knowledge hub for mental health at regional level, and 3) promoting evidence-based practices for mental health,

WHEREAS WHO-SEARO and DMH, hereinafter also referred to as "The Participants" believe that technical collaboration between the two organizations will contribute to the shared goals of promoting the wide availability of safe, effective, and affordable interventions to reduce the main shared modifiable risk factors for non-communicable diseases (tobacco use, unhealthy diets, physical inactivity and harmful use of alcohol) to the public, including and particularly, the public sector of developing countries,

WHEREAS the participants furthermore believe that agreement in advance on certain aspects of individual collaborative projects (as the Parties may identify on a case-by-case basis) will facilitate bilateral collaboration,

WHEREAS WHO and the Government of Thailand have concluded a Basic Agreement dated 7 March 1962. The DMH and its subordinate institutions as government agencies, under the administration of the Director General, Department of Mental Health, and under the supervision of the Permanent Secretary, Ministry of Public Health and Minister of Public Health, Royal Government of Thailand. Thus, the Department of Mental Health is considered a public entity under this MOU.

The Participants hereby agree as follows:

1. Areas of collaboration

Where possible and appropriate, the Participants wish to collaborate in strengthening national and regional collective capacity for mental health programs, with particular focus given to 1) child development and mental health and 2) mental health workforce development. Collaborative activities will be designed in a manner that support and advance the WHO Mental Health Action Plan (2013-2020) and will facilitate the achieving of SDG goals and targets for mental health.

2. Collaborative activities

Any collaborative activity, as outlined in paragraph 1 above, is subject to the availability of sufficient financial and human resources for that purpose, as well as each Participant's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity and related financial or in-kind support will thus be agreed on a case-by-case-basis and will be subject to a separate exchange of letters of agreement.

For the period 2018-2019, the DMH agrees, in-principle, to support the proposed collaborative activities financially and/or technically, to the extent of its capability. WHO-SEARO agrees, in-principle, to support the proposed collaborative activities by supporting its staff and experts to participate in the activities, where possible and appropriate. The individual activities relating to the 2018-2019 support will be the subject of an exchange of letters or agreement to be concluded between the Participants.

3. Modalities of collaboration

The Participants will jointly agree on mechanisms to facilitate the planning and implementation of agreed collaborative activities. In this respect, the Participants will form a Joint Working Group which will comprise of representatives from each of the Participants. The representatives will ensure that at all times they represent the views of their respective organizations and that all necessary internal clearances are obtained before any decision on a collaborative activity is made. There will be no transfer of funds between the Participants; instead funds will be directly allocated to the objectives/activities as outlined in Appendix 1.

The Joint Working Group will develop a joint work plan, which will be reviewed by the signatories of this MOU, or by persons so designated by them.

4. Use of the Parties' names

Except as explicitly provided in this MOU, neither Participant will, in any statement or material of a promotional nature, refer to the relationship of the other Participant in the collaboration, pursuant to this MOU, or otherwise use the other Participant's name, acronym and/or emblem, without the prior written consent of the other Participant.

5. Termination

This MOU may be terminated by either Participant, subject to thirty (30) days' advance written notice to the other Participant. Notwithstanding the foregoing, it is agreed that any termination of this MOU will be without prejudice to the orderly completion of any ongoing collaborative activity accrued prior to the date of termination of this MOU.

6. Settlement of disputes

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 will, be subject to negotiation in order to settle such dispute amicably.

7. Privileges and Immunities of WHO


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.

8. Legal Effect

This MOU does not create any legally binding right and obligations between the Participants under international law.

Agreed and accepted:

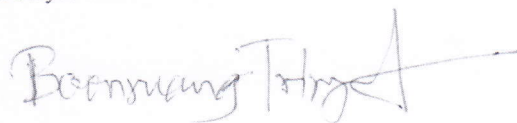
For World Health Organization
Regional Officer for South-East Asia:



Dr Thaksaphon Thamarangsi

Director
Department of Noncommunicable Diseases and
Environmental Health

For Department of Mental Health
Ministry of Public Health
The Royal Thai Government:



Sqn.Ldr. Boonruang Triruangworawat, M.D.

Director General
Department of Mental Health

Date: 29/06/2018

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