

FOUNDATION IN SUPPORT OF THE WORLD HEALTH ORGANIZATION
CONTRIBUTION AGREEMENT

CONTRIBUTOR: [COMPANY NAME]

RECIPIENT: Foundation in Support of the World Health Organization
 (“**Foundation in Support of WHO**”)

PROJECT: [NAME OF THE PROJECT]

AMOUNT: [EUR 000’000] [SUM IN LETTERS] paid in one
 installment twenty working days after the signature of the
 present agreement.

This Contribution Agreement (the “**Agreement**”) is entered into on [DATE], 2022 (the “**Effective Date**”) between [DONOR NAME] hereinafter referred to as the “**Contributor**” whose address is located at [DONOR ADDRESS], and Foundation in Support of the World Health Organization, hereinafter referred to as “Foundation in Support of WHO” whose address is located at Chemin des Mines 2, 1202 Geneva, Switzerland. Contributor and Foundation in Support of WHO are each referred to hereinafter as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the donation to the [PROJECT NAME] will contribute to the World Health Organization’s (“**WHO**”) work [DESCRIPTION OF THE PROJECT].

WHEREAS, the Contributor’s vision aligns with the Project’s mandate to support [NAME OF THE PROJECT]. The Contributor desires to donate funds to support the Project.

WHEREAS, the Recipient is an independent grant-making foundation whose mission is to support WHO’s effort to achieve its strategy defined in the General Programme of Work to advance global health goals.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

1. The Contributor will contribute [EUR 00’000] [SUM IN LETTERS] (the “**Contribution**”) to the Foundation in Support of WHO to support the Project. Funding for this grant will be paid 20 [twenty] working days after the signature of the Effective Date. The Contribution is not refundable.

2. Under this Agreement, 5% of expenditure will be deducted by the Foundation in Support of WHO on this donation to cover the indirect costs of administrative support, in accordance with the principles set up between WHO and the Foundation in Support of WHO.
3. Foundation in Support of WHO agrees to notify the Contributor in writing, if: Foundation in Support of WHO has reason to believe that the Contribution cannot be or cannot continue to be expended for the Project consistent with this Agreement. Foundation in Support of WHO shall use all Contribution funds for the purpose of the Project provided under this Agreement and shall conduct its business relating to this Agreement in compliance with its Statutes and all applicable laws and regulations.
4. Foundation in Support of WHO shall report to the Contributor on the activities funded in whole or in part, including but not limited, to the contribution made by the Contributor. Reporting will contain information including narrative, financial, and performance data on the Project.
5. The Contributor hereby grants to the Foundation in Support of WHO, a worldwide, revocable, sub-licensable, royalty-free, fully paid up and non-exclusive license to reproduce, use and display its trademark, name, logo and similar identifying material including images for purposes of identifying the Contributor as a donor to the Project and to the Foundation in Support of WHO. The Contributor acknowledges that its name, logo, emblem, as well as the amount and allocation of the Contribution may be mentioned on the Project website and the Foundation in Support of WHO website and social media, if applicable. The Contributor shall send the Foundation in Support of WHO a high resolution logo approved for use when returning their signed Agreement or within 48 hours of execution of this Agreement.
6. The text of the present Agreement may also be disclosed to the public if the Foundation in Support of WHO deems it necessary.
7. The Contributor acknowledges and agrees that it may reference its contribution in press releases or public announcements solely as a donation to the [THE PROJECT NAME AGREED BY COMM], in accordance with the Branding toolkit. If a publication of the Contributor is not compliant with the Branding toolkit, the Foundation in Support of WHO will request the Contributor to delete the press release or public announcement and/or any associated publications and the Contributor shall execute the request to the best of its capability within 24 hours. The Contributor should at no time state or suggest that it has funded WHO directly nor shall the Contributor have any right or license to use WHO name, acronym, or emblem.
8. This Agreement shall be deemed to be made under, and in all respects, interpreted under and governed by the laws of Switzerland, without regard to conflicts of laws, rules or principles. The Parties agree that all disputes arising out of or in connection

with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Geneva, Switzerland. The language of the arbitral proceedings shall be English (or as otherwise determined between the Parties). Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9. This Agreement may not be amended or modified except in a writing signed by both the Foundation in Support of WHO and the Contributor that specifically references this Agreement. This Agreement may be executed in counterparts and in electronic (pdf or facsimile) form, each of which shall be deemed to be an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated below.

Agreed & Accepted:

For Foundation in Support of WHO:

For [DONOR NAME]

Date: _____

Date: _____

Anil Soni
CEO of the Foundation in Support
of WHO

[NAME]
Position:
Tax ID:

Date: _____

Karen Hitschke
COO of the Foundation in Support
of WHO