

DONOR AGREEMENT

Between

THE WORLD HEALTH ORGANIZATION (WHO)

And

THE FOUNDATION IN SUPPORT OF THE WORLD HEALTH ORGANIZATION (Foundation in support of WHO)

(hereinafter referred to as the "Donor")

(hereinafter referred to as the "Agreement")

I. Background

1. This Agreement relates to a financial contribution to be made by the Donor to WHO towards the COVID-19 Fund, established by WHO to fund the implementation of the *COVID-19 Strategic Preparedness and Response Plan 2021 (SPRP)* (the "**Project**"). The current version of the SPRP is available at the following link: <https://www.who.int/publications-detail/strategic-preparedness-and-response-plan-for-the-new-coronavirus>
2. The SPRP may be revised by WHO from time to time as the COVID-19 outbreak response evolves. The SPRP, in the version in force at the relevant time, shall form an integral part of this Agreement.
3. The COVID-19 Solidarity Response Fund is under the authority of the Director-General, with disbursement at his discretion based on decisions of the Steering Committee he has established. When using the funds deposited in the COVID-19 Solidarity Response Fund, the Director-General will prioritize operations most in need, especially in affected and at-risk countries.
4. WHO acknowledges that in relation to the COVID-19 response Fund the Donor started its activities on 15 March 2021.
5. The terms of this Agreement are subject to the Affiliation Agreement that was concluded between WHO and the Foundation on 27 May 2020.

II. Financial arrangements

1. Schedule of payments

The contribution shall be paid when the total amount accumulated reaches at least US\$100,000 (or an equivalent amount in other currencies) or quarterly, whichever occurs first. The first disbursement shall be paid by the WHO-F to WHO 20 business days after the closure of accounts on 31 August 2021. The obligations of the Donor are contingent upon the receipt of the necessary funds from donors.

2. Payment of contribution

The US/CHF/EUR contribution shall be deposited according to the above schedule of payments in the WHO's corresponding Geneva bank account, according to currency of the contribution:

Account name World Health Organization Geneva

Bank

SWIFT code

Currency

IBAN

EUR

CHF

USD

and the details of the contribution clearly identified using the reference COVID-19 Fund.

3. Utilization of funds and applicable regulations

(i) The contribution shall be used for the purposes indicated herein and shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices of WHO.

(ii) WHO agrees that none of the funds covered by this Agreement shall be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or for lobbying activities.

(iii) Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both the Donor and WHO are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Donor to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, WHO undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

(iv) In accordance with WHO's Staff Regulation and Rules, WHO will require that its staff will not accept any honor, decoration, favor, gift or remuneration from any third parties, if such acceptance is incompatible with his or her status as a civil servant of an international organization. Similarly, WHO will require that its staff will not at any time and in any way use information known to them by reason of their official position, to their private advantage and that they will not accept, hold or engage in any office or occupation which is incompatible with the proper discharge of their duties with WHO.

(v) WHO will take timely and appropriate action, consistent with its own established procedures, to address any allegations about corrupt or fraudulent practices, or misuse of funds, with regard to the funded activities. WHO will provide timely information about established cases as well as actions taken.

(vi) WHO confirms that it is its policy not to offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Donor or the Project, including by assisting any party to secure an improper advantage.

(vii) Under this Agreement, 7% of expenditure will be deducted by WHO to cover the indirect costs of administrative support, in accordance with World Health Assembly resolution WHA34.17.

(viii) Any interest earned on the cash balance of the contribution shall be used in accordance with WHO Financial Regulations and Rules, and financial and administrative rules and practices of WHO.

(ix) Income and expenditure recorded in respect of the contribution shall be identified and kept separately by WHO in the relevant account.

(x) Any balance of the contribution that is outstanding at the time of completion of the Project, or of termination of this Agreement, and after all encumbrances (financial liabilities) incurred by WHO prior to completion or termination have been fully liquidated, shall be transferred to the WHO Contingency Fund for Emergencies.

III. Reporting

The income and expenditure of the fund shall be included in the WHO Financial Reports submitted to the World Health Assembly on an annual basis. Further reporting on the fund will be provided on a yearly basis and posted on the WHO website, as well as on the dedicated WHOF website page.

IV. Audit

It is understood that all contributions to WHO are subject exclusively to its internal and external auditing procedures. The External Auditors' certification of accounts and audit report is made available to the World Health Assembly on an annual basis. The Donor may request a copy.

V. Acknowledgement

WHO will make an appropriate acknowledgement of the contribution from the Donor in all of its publications emanating from the Project, or in reports that are habitually made available to its Member States. In the absence of the consent of the other party, neither party may otherwise refer to the contribution or to the relationship between the parties in any material of a promotional nature. The Donor is entitled to make reference to this contribution in its internal documents and annual reports.

Neither the Donor nor WHO shall use the name or logo of the other Party in any advertisements, marketing materials or other publicity, marketing or promotional activities or permit third parties to perform such activities without the express prior written consent of the other Party. Under no circumstances shall the name of the United Nations or the WHO, including any abbreviation thereof, or emblem of the WHO be used for commercial purposes.

If a specific written grant agreement exists between the Foundation in support of WHO and its donor, it should mention that (i) donors to the hosted fund for COVID-19 are not authorized to use the WHO name or emblem in any way, but (ii) are authorized to refer to their contribution to the Foundation in support of WHO hosted fund for COVID-19 in their internal documents and in time limited communication materials.

VI. Termination

Either party may give the other notice of termination of this Agreement. Such termination shall enter into effect three months after notice has been received, subject to the settlement of any outstanding encumbrances.

VII. Notices

Any notices required under this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail or facsimile to the following addresses:

To WHO:

World Health Organization
Attn. Jane Ellison, Executive Director, External Relations and Governance

20 avenue Appia
1211 Geneva 27
Switzerland

With copies to:
World Health Organization

To the Donor:

WHO Foundation
Attn. Anil Soni

and,

Foundation in support of WHO
Chemin des Mines 2
1202 Geneva
Switzerland

or such other addresses as either party shall have notified the other party.

Any such communication shall be deemed to have been given or made on the date such letter was hand-delivered, registered or transmitted from the sender's facsimile operator, but any assumption of actual notice shall be subject to rebuttal to show that it has not actually been received.

VIII. Settlement of disputes

Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to the law of Switzerland. 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, with the rules of arbitration of the International Chamber of Commerce. The place of arbitration shall be Geneva. The number of arbitrators shall be three. The arbitration proceedings shall be held in English. The parties shall accept the arbitral award as final.

IX. Privileges and immunities of WHO

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

Accepted on behalf of the
Donor: Foundation in support of WHO

Accepted on behalf of the
World Health Organization:

.....
Authorized official
Anil Soni
CEO

Anil Soni

Place: Geneva

Date: 21.10.21
.....

.....
Jane Ellison
Executive Director, External Relations and
Governance

Jane Ellison

Place: Geneva

Date: 19.10.21
.....

.....
Authorized official
Eric Berseth
Chief of staff

E B S

Place:

Geneva

Date: 21.10.21
.....