
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS DEVELOPMENT PROGRAMME

AND

THE WORLD HEALTH ORGANIZATION

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the World Health Organization (hereinafter "WHO"), headquartered in Geneva, Switzerland. UNDP and WHO are hereinafter referred to individually as a "Party" and jointly as the "Parties". This MOU is entered into by WHO within the framework of the implementation of the Agreement between the United Nations and the World Health Organization, which entered into force on 10 July 1948.

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works through strong, open partnerships as well as country support and global advisory platforms to eradicate extreme poverty, supporting countries to modernize key sectors to work better for sustainable development, and enabling countries to prevent crisis, recover faster and build back better.

WHEREAS, WHO is the directing and coordinating authority on international health, and provides leadership on global 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 Parties share common objectives, in pursuit of the 2030 Agenda for Sustainable Development (hereinafter referred to as "2030 Agenda"), to support countries in their efforts to achieve the Sustainable Development Goals (hereinafter referred to as "SDGs") and leave no one behind through integrated, multi-sectoral approaches and strong partnerships.

WHEREAS human health and the health of the planet are core to the 2030 Agenda, the SDGs and the pledge to leave no one behind. Ensuring health and well-being is essential for sustainable development. More specifically, health is a precondition for and an outcome and indicator of sustainable development. For example, universal health coverage reduces poverty, creates jobs, drives economic growth, increases equity and promotes human security. Health inequities are shaped by political, social, environmental and economic factors, hence actions across a range of development sectors have significant impact on health outcomes. Consequently it is imperative to reach out beyond the health sector and engage a broader set of partners in multi-sectoral responses to improve health outcomes, which in turn can yield progress across multiple development goals.

WHEREAS the Parties are fully committed to the transformation called for by the 2030 Agenda and the UN Secretary-General's UN reform. This includes a joint commitment to enhancing efficiency, effectiveness, coherence and leveraging our respective comparative advantages for partnerships in order to deliver better health and development results for people. The added value of strategic collaboration between the two organisations is a greater ability to support countries in scaling up multi-sectoral

responses to address the social, economic and environmental determinants of health and strengthen responses to health emergencies. Through participation in United Nations Country Teams and instruments such as United Nations Development Assistance Frameworks and country programme documents and in line with their respective strategic plans, the Parties jointly support countries in achieving health and development goals and targets in the context of the 2030 Agenda.

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

Article I Purpose and Scope

1.1 The purpose of this MOU is to strengthen cooperation between the Parties and enhance partnership and synergies between the two organizations on health in the 2030 Agenda, focusing cooperation, on a non-exclusive basis, on a set of priority areas of common interest, and setting the foundation for collaboration to drive stronger impact at the country level.

Article II Areas of Cooperation

2.1 The Parties will join efforts to strengthen their working relationship for the achievement of common objectives of supporting countries in the implementation of the 2030 Agenda as well as the achievement of the SDGs and the pledge of leaving no one behind.

2.2 Building on the existing collaboration at global, regional and country level, the MoU identifies a number of specific thematic areas which will boost joint collaboration in the face of emerging health, development and humanitarian challenges that the countries face. Based on the respective comparative advantages and capacities of the Parties, the MOU aims to catalyse areas of joint work, including through advocacy, policy, technical assistance and capacity development as well as service delivery and implementation support as appropriate. The MOU focuses on differentiated modalities of cooperation determined by specific country needs and available capacity.

2.3 Leaving no one behind and putting the health and development needs of the poorest and most vulnerable at the forefront requires working in an integrated manner across sectors, actively promoting innovation and making the most efficient and effective use of available resources. Building on evidence and rights based approaches and sustaining health and development gains, the Parties commit to working jointly towards:

- Strengthening country capacity to achieve **universal health coverage**, including by addressing the social, economic and environmental determinants of health, the interconnected challenges presented by communicable and non-communicable diseases as well as emerging threats to global health security such as antimicrobial resistance.
- As coordinated by WHO, support multi-sectoral responses to **health emergencies**, as well as **ensuring delivery of essential health services** in fragile, vulnerable and conflict-affected settings.
- Acting decisively on multi-sectoral responses to **health challenges arising from climate change and environmental problems** more broadly, including the impact of climate change on the resilience of health systems.

Article III

Consultation and Exchange of Information

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

Article IV

Implementation of the MOU

4.1 To further achieve common objectives as set out in their respective strategic plans and building on learning from existing collaboration, the Parties will develop differentiated approaches based on capacity and needs of countries along the following functions:

- 4.1.1 Providing upstream, evidence and rights-based policy advice and convening policy dialogue across sectors;
- 4.1.2 Delivering technical assistance and building capacity tailored to country needs to build resilient and sustainable systems for health and respond effectively to health emergencies;

- 4.1.3 Supporting service delivery in fragile, vulnerable and conflict-affected settings;
- 4.1.4 Mobilizing resources for joint programmes;
- 4.1.5 Engaging in high-level political advocacy and jointly promoting partnerships at all levels;
- 4.1.6 Strengthening collaboration in UN interagency mechanisms, especially at country and regional levels; and
- 4.1.7 Jointly promoting generation of new data and evidence to inform policy and regulatory actions and strengthening joint situation analysis, planning and implementation of collaborative programmes.

4.2 All collaborative activities carried out in the framework of this MOU will be subject to the availability of sufficient financial and human resources for that purpose, and will be undertaken in accordance with the respective programmes of work, priority activities, internal rules, regulations, policies, administrative procedures and practices of the Parties. Each collaborative activity will thus be agreed on a case-by-case basis, subject to separate exchange of letters or agreement in accordance with the Parties' respective regulations, rules and procedures, which will specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds so received by the Parties will be used in accordance with their regulations, rules, policies and procedures.

4.3 It is understood that the Parties' respective activities will be carried out on the basis of arrangements agreed between the respective Party and the concerned government(s), and in accordance with the applicable regulations, rules, policies and procedures of the respective Party.

4.4 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific exchange of letters or agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.5 Neither Party will be an agent, representative or joint partner of the other Party. Neither Party will enter into any contract or commitment on behalf of the other Party and will be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under exchanges of letters and agreements concluded hereunder.

4.6 Each Party will be solely responsible for its acts and omissions in connection with this MOU, its implementation, and/or any subsequent arrangements. Thus, neither Party will be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this MOU and/or any subsequent arrangements.

Article V

Intellectual Property

5.1 Except to the extent expressly provided for herein or in any separate exchange of letters or agreement entered into between the Parties with respect to specific projects/collaborative activities, nothing in this MOU grants or implies any rights to, or interest in, any intellectual property of either Party.

5.2 The Parties recognize the importance of intellectual property rights protecting the data, information, documentation and other materials used for, or resulting from, the joint activities conducted under the framework established by this MOU. This MOU does not constitute a grant by either Party of any rights to the data, information, documentation and any other materials belonging to, or created by, that Party to the other Party. The Parties will agree, in writing, on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this MOU, as well as the right of either Party to use any pre-existing or new intellectual property of the other Party.

5.3 In the event that the work under this MOU results in a publication, the Parties will agree on modalities, in writing, for copyright ownership, and dissemination.

Article VI

Fundraising

6.1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to paragraph 6.2, the Parties may engage in fundraising from the public and private sectors to support the programmes, projects, and activities to be developed or carried out pursuant to this MOU.

6.2. No Party will engage in fundraising with third parties in the name of or on behalf of the other Party without the prior express written approval of the other Party in each case.

Article VII

Use of Name and Emblem, Disclosure and Publicity

7.1 Neither Party will use the name, emblem or trademarks of the other Party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

7.2 The Parties recognize that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with their status, reputation and neutrality.

7.3 Nothing in this MOU grants the Parties the right to create a hyperlink to one another's WHO website. Such link may be created only following the respective Party's prior written authorization.

7.4 Subject to the preceding paragraphs, the Parties may acknowledge the existence of this MOU 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 Parties' respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this MOU.

7.5 Any publication of this MOU by one Party will be subject to the advance written agreement of the other Party (agreement not to be unreasonably withheld).

Article VIII

Term, Termination, Renewal, Amendment

8.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of five years from the Effective Date, as defined in Article XIII, unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of five years.

8.2 In the event of termination of the MOU, any exchange of letters or agreement concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties will take the necessary steps to ensure that the activities carried out under the MOU, exchanges of letters, and agreements are brought to a prompt and orderly conclusion. Notwithstanding its termination, the provisions of this MOU will survive to the extent necessary to permit an orderly settlement of activities hereunder between the Parties. In addition, the rights and obligations of the Parties set forth in Articles 4.6, V, X, XII, XIII will survive without any expiration period applying.

8.3 This MOU may be amended only by mutual written agreement of the Parties.

Article IX
Notices and Addresses

9.1 Any notice or request required or permitted to be given or made under this MOU will be in writing. Such notice or request will be deemed to have been duly given or made when it will have been delivered by hand or certified/registered mail to the Party to which it is required to be given or made at the address specified below or such other address as will be hereafter notified.

For UNDP: Abdoulaye Mar Dieye
Assistant Secretary-General
Assistant Administrator and Director
Bureau for Policy and Programme Support
United Nations Development Programme
304 East 45th Street, FF-1512
New York, NY 10017
Telephone: 1 212 906 5054
Email: abdoulaye.mar.dieye@undp.org

For WHO: Michèle Boccoz
WHO Assistant Director-General for External Relations
World Health Organization
Avenue Appia 20, 1211 Genève 27
Telephone: +41 22 791 3200
Email: boccozm@who.int

Article X
Settlement of Disputes

10.1 Any disputes between UNDP and WHO arising out of or relating to this MOU will be settled amicably by the Parties.

Article XI
Miscellaneous

11.1 This MOU and any related exchange of letters or other agreement comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter.

11.2 Nothing in this MOU will be construed as creating a joint venture or any other form of legally binding commitment between the Parties. This MOU will be regarded as a non-binding administrative arrangement between the Parties.

11.3 Any collaboration under this MOU which gives rise to issues relating to the differential status of (a) Member State(s), Member(s), and/or (an) Observer(s) of the respective Parties will be handled on a case-by-case basis.

Article XII Privileges and Immunities

12.1 Nothing in or relating to this MOU will be deemed a waiver, express, or implied, of any of the privileges and immunities of either Party.

Article XIII Effectiveness

13.1 This MOU may be signed in counterparts, each of which will be deemed an original and both of which duly executed will constitute one entire document, and will enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

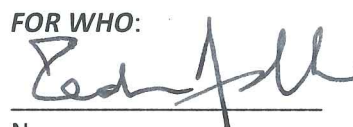
FOR UNDP:


Name

Administrator
Title

4 May 2018
Date

FOR WHO:


Name

Director General
Title

4th May 2018
Date

