

Terms regarding the hosting of a formal partnership by the World Health Organization (WHO), including WHO's provision of Secretariat and Administrative services

PARTNERSHIP: [Name]

These Terms (hereinafter referred to as the "Hosting Terms") shall govern the relationship between WHO and the formal partnership¹ that WHO hosts, including the provision by WHO of partnership secretariat and administrative services.

Introduction

In May 2010 the World Health Assembly adopted resolution WHA 63.10 endorsing the Policy on WHO Engagement with Global Health Partnerships and Hosting Arrangements ("the Policy"). The Policy sets out basic principles and parameters concerning WHO's decision to host a formal partnership as well as the broad terms for such hosting.

In instances where WHO has agreed to host a formal partnership, recognizing that WHO and the partnership share common public health goals, the partnership will need to:

- a. be consistent with WHO's constitutional mandate and principles,
- b. not place additional financial or other burdens on WHO,
- c. minimize transaction costs to WHO,
- d. add value to WHO's work,
- e. be in harmony and complement WHO's mandate and core functions, without duplicating or competing with them, and
- f. adhere to WHO's accountability framework.

Additional criteria are set out in the attached WHA 63.10 and its Annex.

WHO hosted partnerships do not have a separate legal identity or personality--these are derived from WHO in its capacity as the host organization. As a result of this relationship, the partnership Secretariat is able to, for example, enter into legally binding agreements or receive donor funding.

WHO's decision to host the partnership depends on its participation in the partnership as a strategic and technical partner, and thus goes beyond the simple provision of administrative services. Specific general advantages from WHO's hosting to both WHO and to the partnership are further delineated in WHA63.10

1. Hosting Terms

- 1.1 **Hosting Terms.** The partnership aims to achieve its mission by the collaborative efforts of its partners. Mindful of WHO's mandate as the global coordinating agency for public health, WHO agrees to serve as the host organization for the partnership and to provide its secretariat as well as

¹ A formal partnership is one with a separate governance arrangement (e.g, Board, Steering Committee, etc) that provides strategic guidance on partnership budget levels, workplan definition, and overall direction.

administrative and fiduciary support and facilities. The Hosting Terms govern the relationship between WHO, including the partnership Secretariat, and the partnership. In this regard, the partnership is able to make optimal use of its resources and fulfil its mission in a manner that is synergistic with WHO's core mandate and not duplicative of its work. The Hosting Terms also provide an accountability framework through WHO that ensures safeguards and due diligence in the management of the partnership resources and activities.

- 1.2 **Privileges and Immunities.** The privileges and immunities of WHO shall apply to the staff, funds, properties and assets supplied to or for the use of the partnership Secretariat within the remit of these Hosting Terms.
- 1.3 **WHO Rules.** The Hosting Terms and the activities of the Partnership Secretariat shall in all respects be conducted and administered in accordance with: the WHO Constitution, WHO's Financial Regulations and Rules, Staff Regulations and Rules, and other administrative rules, policies, procedures, practices and guidelines, including WHO technical norms, guidelines and procedures, and any relevant resolutions of WHO's governing bodies (the "WHO Rules") and with these Hosting Terms. The WHO Rules are subject to revision; all revisions shall apply to the partnership Secretariat and to these Hosting Terms.
- 1.4 **Governance.** The Hosting Terms are based on WHO's understanding of the partnership's objectives, key activities, organizational framework, structure and functions (inclusive of any subsidiary units and functions), which should be congruent with the mission and mandate of WHO. The partnership governance entity (e.g. Board, Steering Committee) will consult in advance with WHO regarding proposed changes on such matters. This consultation will be made through the appropriate WHO official(s) to whom the Partnership Secretariat reports who may refer the matter(s) to other departments or units within WHO, as appropriate.
- 1.5 **Consistency.** Nothing in or related to these Hosting Terms shall be or shall be construed as a derogation of WHO's constitutional requirements.
- 1.6 **Reservation.** In all circumstances, if WHO, after consultation with the governance entity (either as a whole or through its Chair), considers that the implementation of a decision related to the work of the partnership made by the governance entity or under consideration by the governance entity would be inconsistent with the WHO Rules or could give rise to inappropriate liability for WHO, WHO (and any staff member of WHO, including those assigned to the partnership Secretariat) shall refrain from implementation of such decision and shall notify the governance entity thereof before such a decision is adopted..
- 1.7 **Conflicts of Interest.** The partnership Secretariat staff will follow WHO Rules concerning disclosure of any relevant conflicts of interest and declarations of interest. Members of the partnership governance entity will be attentive to conflict of interest issues (both in their capacity as member and concerning the activities of the governance entity) and will manage them pursuant to the appropriate governance entity conflict of interest policy in consultation with WHO.

- 1.8 **Advisory bodies.** Any advisory body (technical, administrative) established to advise the partnership governance entity or Secretariat shall conform to the WHO Rules and policies governing such bodies including securing the relevant WHO clearances .

2. Purpose and structure of the partnership

- 2.1 The document(s) attached hereto as **Annex A**, describe the mission/purpose of the partnership, its functions, as well as description of its relationship to WHO programmes. A description of the component parts of the partnership's governance, and the composition and terms of reference of the partnership governance entity, and any specific governance documents are attached as **Annex B**.
- 2.2 The governance entity generally provides leadership and direction to the partnership, including review of proposed budgets, and monitors the implementation of its agreed programmes, activities, and budget. WHO is a standing member of the governance entity and shall participate fully in its deliberations. WHO will work with the governance entity to ensure consistency of the governance entity functions and governance documents with WHO's accountability framework to its Member States and WHO's legal and constitutional requirements.

3. The partnership Secretariat and Staff

- 3.1 **Role and Organization.** The role of the partnership Secretariat is, in accordance with WHO Rules and these Hosting Terms, to support the activities of the partnership. The partnership Secretariat will be comprised of technical and administrative staff, including a head of the partnership Secretariat.
- 3.2 **Recruitment and Selection of Secretariat Staff (not including partnership secretariat head).** Secretariat staff will be appointed on a competitive basis in accordance with the WHO Rules solely for service in the partnership Secretariat.
- 3.3 **WHO Staff Members.** All staff recruited or assigned to the partnership Secretariat shall be staff members of WHO and shall be subject to the WHO Rules.
- 3.4 **Reassignment.** Partnership Secretariat staff recruited pursuant to these Hosting Terms, including the head of the partnership secretariat, will have no right to be considered for reassignment or transfer to a WHO position outside the partnership Secretariat, either during or at the end of appointment, including pursuant to Staff Rule 1050.
- 3.5 **Head of the Partnership Secretariat Recruitment.** The head of the partnership Secretariat shall be selected in accordance with WHO Rules and appointed by the Director-General of WHO. WHO, taking into account its best practice for partnership head recruitment, will consult with the partnership governance entity on the modalities for their input into the selection process,

- 3.6 **Head of the partnership Secretariat functions.** The head of the partnership Secretariat shall provide overall management and leadership to the partnership Secretariat, be responsible for the administration, direction and guidance of its work, and shall provide advice to the governance entity in setting policies and developing strategies for the partnership and ensure compliance with WHO Rules.
- a. The head of the partnership Secretariat will establish an organizational structure and staffing plan to meet the goals and objectives of the partnership Secretariat, in accordance with its approved work plan and budget and WHO review (to ensure fit within WHO's work environment and proper planning), and will have responsibility for overseeing the implementation of the partnership Secretariat's work plan and budget.
 - b. The head of the partnership Secretariat will be provided with a delegation of authority from the Director-General of WHO in accordance with the WHO Rules and standards appropriate to the grade level that will permit the head of the partnership to exercise the functions of the position.
- 3.7 **Reporting lines within WHO.** The WHO Director-General, taking into account the scope and nature of the partnership's activities, will determine the appropriate WHO first line supervisor for the head of the partnership Secretariat. The partnership Secretariat organizational structure and staffing plan including reporting lines and position titles will be subject to review and approval by WHO.
- 3.8 **Performance Evaluation.** The performance of the head of the partnership Secretariat will be evaluated in accordance with WHO's Rules. The Chair of the governance entity may provide feedback to the WHO first level supervisor on the head of the partnership Secretariat's performance and may make suggestions for work objectives to be included in the WHO performance management instrument.
- 3.9 **Temporary Advisors.** Temporary advisors providing advice under these Hosting Terms may be selected by the head of the partnership Secretariat, subject to the approval of the relevant Assistant Director-General, and appointed by WHO in accordance with the WHO Rules.
- 3.10 **Secondments.** Any secondment to positions in the partnership Secretariat will be done pursuant to the WHO Rules and to a secondment agreement established by WHO. Any secondment financed by a Donor will be acknowledged as part of such Donors contribution to the Partnership.

4. Financial Matters

- 4.1 **Partnership Budget and WHO Programme Budget.** Currently, formal partnerships, where WHO's role is *not* exclusive in respect of governance, strategic and operational planning, will be outside the WHO programme budget. This approach differentiates formal partnerships from WHO Special Programmes². The partnership will submit its budget and workplan to its governance entity for review. Although these partnerships are outside the programme budget, their work shall not duplicate WHO's work, as well as adhere to the criteria outlined in the Introduction and in WHA 63.10 and its Annex.
- 4.2 **Recording Income for Partnerships.** Contributions and other funds received by WHO for the benefit of the partnership will be maintained and recorded within the WHO accounting systems in a separate partnership account in accordance with the WHO Rules, including those relating to internal and external audit and oversight.
- 4.3 **Donor Contributions.** The partnership will mobilize all required funds from its donor partners for the effective operation of the partnership, the partnership Secretariat and all related activities provided for in the partnership Secretariat's work plan and budget. The governance entity will develop a resource mobilization strategy for supporting the partnership. Donor contributions will be held and managed by WHO and tracked separately from other sources of funding to WHO.
- 4.4 **Commercial (Private) Sector Participation.** Participation by the commercial sector, including donations (in cash or in kind), contributions of seconded personnel or other private sector related activity in the partnership, will be consistent with the Guidelines on Interactions with Commercial Enterprises to Achieve Health Outcomes (2001)³ and the internal WHO Policy Framework on Engaging and Working with the Commercial Private Sector (2010) or other applicable guidelines in force, along with related internal clearance processes.
- 4.5 **Coordination of resource mobilization strategies.** The partnership Secretariat and WHO shall coordinate their resource mobilization strategies to ensure harmonized approaches to donors, avoid duplication of efforts, and increase coherence.
- 4.6 **Financial commitment.** The obligation of WHO to implement any particular aspect of the partnership Secretariat programme is conditional upon WHO having received all necessary and sufficient funds (as determined in accordance with the WHO Rules) with respect to the contemplated expenditure. WHO shall not be obliged to use any of its resources, whether financial or human, for the purposes of the partnership, including the partnership Secretariat (see also 4.10 and 4.15 below).

² For example. TDR and HRP

³ EB 107/20

- 4.7 **Currency.** Grants to the partnership and payments made by WHO on behalf of the partnership Secretariat may be made in any currency, subject to authorization by the WHO Treasurer for grants to the partnership that are not in United States dollars, Euros or Swiss francs. The accounting unit is the United States dollar. The equivalent in United States dollars of other currencies is established on the basis of the United Nations operational rates of exchange.
- 4.8 **Investments.** WHO shall invest the funds held in the WHO partnership account in accordance with the WHO Rules for the sole and exclusive use of the partnership. Investment and interest income accruing from the partnership contributions shall be used in accordance with WHO Financial Regulations and Rules.
- 4.9 **Use of Funds.** The funds in the WHO partnership account will be used to defray the costs of operating the partnership Secretariat in accordance with the work plan approved by the governance entity. All WHO payments on behalf of the partnership, including those resulting from disbursement requests, will be subject to compliance with the WHO Rules to ensure appropriate monitoring of the financial accountability of grantees and other recipients and of progress towards programme objectives.
- 4.10 **Recovery of direct costs.** WHO will be reimbursed for all administrative, legal, audit, policy and technical support costs incurred in providing hosting functions for partnerships and implementing or supporting their activities (above and beyond indirect costs in paragraph 4.11). Implementation of cost recovery will be subject to advance notification to the partnership secretariats
- 4.11 **Recovery of Variable Indirect Costs.** An amount currently corresponding to thirteen per cent (13%) of income will be deducted by WHO to cover variable indirect costs of providing support to the partnership (Programme Support Costs). This rate is established by World Health Assembly Resolution 34.17. In addition, pursuant to WHO rules and administrative practices, partnership secretariats will be subject to any additional charges as applied to all other WHO units and staff.
- 4.12 **Liability.** It is understood that each governance entity member shall be responsible for acts that such member carries out in support of the Partnership. To the extent that WHO, as the host organization, incurs any damages, losses, costs and expenses (including legal fees and costs) arising out of claims and liabilities that are related to or result from activities carried out in the name of the partnership, then WHO may seek reimbursement for such damages, losses, costs and expenses (including legal fees and costs) from the Partnership's assets held by WHO on behalf of the Partnership. To the extent that such assets are insufficient to cover damages, losses, costs and expenses (including legal fees and costs) incurred by WHO, as the host organization, WHO shall bring the matter to the attention of the partnership governance entity, which shall in turn agree on an appropriate reimbursement framework and modalities. WHO shall promptly consult with the partnership governance entity in relation to any such claims, liabilities, damages, losses, costs and expenses and the reimbursement thereof.

- 4.13 **Claims.** The partnership is solely responsible for all costs associated with or arising from claims of any nature brought by staff members assigned to the partnership Secretariat against WHO (or WHO/the partnership). WHO will be responsible for defending, or for overseeing the defence of, any appeal, grievance or complaint made by a partnership Secretariat staff member to an internal body, including a WHO Board of Appeal, or to the Administrative Tribunal of the ILO (ILOAT).
- 4.14 **[Partnership Liability Account.** WHO may establish a pooled Partnership Liability Account (Account) which shall be funded up to a level to be determined by WHO, with appropriate advance notification to the partnership secretariats. Once established, all formal WHO partnerships would be required to make an annual contribution (accounting for partnership income levels) to the Account to ensure that it is funded up to the minimum level. WHO, in its sole discretion, shall be entitled to use funds deposited in the Account to cover the cost of any damages, losses, costs and expenses (including legal fees and costs) incurred by WHO and that have **not** been reimbursed by a formal WHO hosted partnership responsible for such damages, losses, costs and expenses (including legal fees and costs) pursuant to 4.12 and 4.13. WHO shall manage the Account in accordance with WHO Rules and shall report on income and disbursements from the Account on an annual basis to the governance entities of all WHO hosted partnerships and to the World Health Assembly.]
- 4.15 **Reporting.** WHO shall report all receipts and expenditures in respect of the dedicated WHO partnership account in accordance with the WHO Rules. With WHO's implementation of the International Public Sector Accounting Standards (IPSAS) as of 1 January 2012, WHO will maintain the consolidation of the Partnership financial reporting in the consolidated WHO financial report. Separate financial statements of revenue and expenditure will be prepared by the partnership secretariat, certified by the Office of the Chief Accountant of WHO in accordance with the WHO Rules, and provided to the governance entity on an annual basis. The partnership Secretariat shall have access to WHO financial information systems as is necessary for it to provide interim unaudited financial statements to the governance entity semi-annually.
- 4.16 **Audit.** The partnership Secretariat will be subject to internal audit and external audit review in accordance with normal WHO practice. Audit reports will be addressed to the WHO Director-General with copies to the head of the partnership Secretariat. The cost of such audits will be reimbursed in full by the partnership. WHO may, after consulting with the partnership governance entity, also conduct an internal or external programmatic evaluation of the partnership Secretariat.

5. Branding, Website, Logo, Communications and Publications

- 5.1 **Branding.** It is understood that the partnership will wish to develop a distinctive physical depiction of its identity, such as branded colours, graphic elements and a logo, which would identify the partnership to all audiences. In the use of its branding, the partners in the partnership agree to at all times clearly reflect the hosting relationship with WHO (such as "the partnership is hosted and administered by the World Health Organization"). The use of the partnership name and emblem is confined to use by the partnership Secretariat. Members of the partnership's governance entity or any associated partner in the partnership may not use the partnership name and emblem nor the WHO name or emblem. However, they shall have the right to present themselves as partners in the partnership. WHO undertakes to take all reasonable actions to seek protection for the partnership name and logo. Joint use of the partnership's name or emblem with another organization's emblem for any information product will be subject to WHO's rules concerning communications (Section 5.3)
- 5.2 **Website; Logo.** The partnership's website, use of a separate logo, use of the WHO emblem, email address and the like shall be established and maintained in accordance with the WHO Rules (including, notably, WHO's internal clearance procedures for such matters). Partnership websites will normally be hosted on WHO servers (including those directly on WHO's website server and those re-directed to a WHO server using another domain name).
- 5.3 **Communications.** It is understood that the partnership Secretariat may conduct communications on issues related to the implementation of the approved work plan (including publications, press releases meetings, circulation of documents, other information products such as advocacy, web or news materials, and events.) Communications by the partnership Secretariat with WHO offices and staff will be conducted through normal WHO channels. To ensure coordination with WHO (given the hosting relationship and derived identity), all communications by the partnership Secretariat shall be subject to the guidelines and administrative procedures established by WHO for such purposes, including requisite clearances.
- 5.4 **Intellectual Property/Publications.** Any publications proposed to be made by the partnership, shall be subject to WHO's internal clearance procedures for publications. To reflect the legal status of the partnership, the copyright notice would appear as follows: "© World Health Organization (acting as the host organization for, and secretariat of, the partnership) [year]".
- 5.5 **Transfer.** Upon the termination of the hosting relationship, WHO will transfer all rights to copyrights, which are held by WHO as host for the benefit of the partnership, as well as all derivatives thereof, to the entity designated by the partnership governance entity, without charge (except for any actual costs incurred), free and clear of any right, title or interest on the part of WHO

6. Entry into Force of the Hosting Terms

- 6.1 **Entry into Force of the Hosting Terms.** These Hosting Terms shall enter into force upon adoption by the partnership governance entity of a decision or resolution confirming their acceptance.

7. Review of the Hosting Relationship

- 7.1 **Ongoing Review of Implementation.** WHO and the partnership secretariat, in consultation with the partnership governance entity as appropriate, will periodically review matters arising from the implementation of these Hosting Terms.
- 7.2 **WHO Review of the Hosting Relationship and Sunset.** Using a pre-arranged rolling schedule (3 year intervals), WHO and the partnership will review the hosting relationship taking into account the principles set out in WHA 63.10, any possible subsequent decision of WHO's governing bodies, and these hosting terms. As noted in WHA63.10, a "sunset" is required whereby a positive decision will be taken by WHO and the partnership for WHO to continue or cease hosting the partnership. As a result of the triennial review, WHO, in consultation with the partnership governance entity, will decide to:
- (1) continue the existing hosting relationship;
 - (2) recommend changes to the partnership structure and/or purpose;
 - (3) integrate, in agreement with the partnership's governance entity, the partnership into WHO with clear specifications for ensuring continued broad and inclusive collaboration with stakeholders; or
 - (4) arrange for the transfer of the partnership Secretariat to another organization, in agreement with the partnership's governance entity. A partnership may also decide to leave WHO and establish an independent organization.
- 7.3 It is understood that WHO or the partnership governance entity may decide that it is in the best interests of the partnership for it to become established as a separate legal entity or to be transferred to another organization or, for any other reason, to terminate the hosting relationship with WHO. In such an event, WHO will cease to host the partnership as from the effective date of termination in accordance with paragraphs 7.4 to 7.6 below.
- 7.4 **Termination.** Notwithstanding paragraphs 7.2 and 7.3 above, either WHO or the partnership governance entity may terminate the hosting relationship, for any reason by giving six (6) months' prior written notice to the other. WHO and the governance entity may agree to extend the effective date of such termination in view of staff-related or other considerations.
- 7.4 **Consequences of termination.** Upon termination of the hosting relationship, any outstanding obligations for activities commenced by WHO prior to termination shall be fully satisfied by the partnership. These obligations include: reimbursement to WHO for all costs incurred in relation to the partnership Secretariat and, more generally, the closing down of the partnership Secretariat; the return of uncommitted funds and property; the settlement of accounts; and the settlement of contractual liabilities and staff

grievances (including any awards made by the ILO Administrative Tribunal) that are required in respect of any personnel, subcontractors, consultants and suppliers, and the settlement of any administrative or technical support costs owed to WHO.

- 7.5 **Liquidation of Obligations.** Once all obligations incurred by WHO prior to termination have been fully liquidated, any funds remaining to the credit of the partnership shall be applied to the purposes of the partnership, as directed by the governance entity.

8. Additional Provisions

- 8.1 **Consultation.** At the request of either WHO or the partnership governance entity, consultations shall take place with reference to clarifications on the implementation, of these Hosting Terms.
- 8.2 **No waiver.** Nothing in or related to these Hosting Terms or the work of the partnership or the partnership Secretariat shall be, or shall be construed as, a waiver, express or implied, of the privileges and immunities of WHO.
- 8.3 **Differences of opinion.** Should any difference of opinion concerning the interpretation or application of these Hosting Terms arise, WHO and the partnership governance entity will discuss the relevant issue(s) in good faith and, if necessary, refer the matter for further discussion and resolution to the Chair of the partnership governance entity and the WHO Director-General.
- 8.5 **Partnership governance entity ratification of the Hosting Arrangement.** The partnership's governance entity is requested to adopt these Hosting Terms through passage of a resolution.

ANNEX A -- Partnership Mission, Purpose, & Functions

DRAFT FOR DISCUSSION

**ANNEX B -- Partnership governance, composition and terms of reference, and
Bylaws**

DRAFT FOR DISCUSSION

DRAFT FOR DISCUSSION