

DONOR AGREEMENT

Between

THE WORLD HEALTH ORGANIZATION

And

THE GOVERNMENT OF BELGIUM

- I. This Agreement relates to a financial contribution to be made by the Government of Belgium, acting through its Directorate-General for Development Cooperation (hereinafter referred to as the donor), to the World Health Organization (WHO), for the purpose of supporting implementation of WHO activities related to Access to Medicines, as described in the attached Annex I (hereinafter “the Programme”).

II. Responsibility

1. WHO shall be responsible for the monitoring and implementation of the Programme.
2. The Donor shall be responsible for the provision of funds to WHO for the Programme, in accordance with the terms of the Framework Arrangement signed between the Donor and WHO on the 23rd of September 2016 and this Agreement.

III. Financial arrangements

1. Schedule of payments

The donor will make available a maximum contribution amount of €8 000 000 (eight million, Euros) for the implementation of WHO activities related to Access to Medicines area, as highlighted in the attached Annex I, hereinafter referred to as the “contribution”.

The contribution shall be paid in four instalments. The first instalment will be paid upon receipt of WHO's countersignature of this Agreement and upon receipt of a formal request for the payment of the contribution stating WHO's bank account for the payment as mentioned below. Subsequent instalments will be paid upon receipt of a formal payment request and on the condition that the annual reports relating to the previous year of the implementation of the programme have been received.

The contribution will be paid in accordance with the schedule of payments set out below:

Schedule of Payments	Amount (in EUR)
First instalment (upon signature)	2 000 000
Second instalment (before 31 st December 2026)	2 000 000
Third instalment (before 31 st December 2027)	2 000 000

Fourth instalment (before 31 st December 2028)	2 000 000
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2. Payment of contribution

The EURO contribution shall be deposited according to the above schedule of payments into WHO's Geneva bank account:

Bank: UBS Switzerland AG
Rue des Noirettes 35
1227 Carouge
Switzerland
Account name: World Health Organization

Currency	Bank clearing	Account number	IBAN (International Bank Account Number)	Swift or BIC code
EUR	0240	C0169920.1	CH85 0024 0240 C016 9920 1	UBSWCHZH80A

To enable WHO to identify that the funds are for Belgium DGD-WHO Programme on Access to Medicines, kindly mention "Belgium DGD-WHO Programme Access to Medicines and Health Technologies contribution" in the bank transfer comment.

3. Utilization of funds and accounting

- (i) The contribution shall be used for the purposes of the Programme and administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices, of WHO.
- (ii) Under this Agreement, 13% of expenditure will be deducted by WHO to cover the indirect costs of administrative support, in accordance with World Health Assembly resolution WHA34.17.
- (iii) 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.
- (iv) Income and expenditure recorded in respect of the contribution shall be identified and kept separately by WHO in the relevant account.
- (v) Any balance of the contribution that is outstanding at the time of completion of the Programme, 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 treated in the following manner:
 - If the remaining balance is US\$1000 or less, WHO shall be entitled to use this balance for similar activities;
 - If the remaining balance is more than US\$1000, this remaining balance will be reimbursed to the Donor.

IV. Implementation

1. The agreement shall come into force on the date of signature by both parties (the "Effective Date") and covers the period from the Effective Date to 30 November 2029.

2. The implementation of the Programme activities pursuant to this Agreement and its Annex I shall be dependent on receipt by WHO of the Contribution in accordance with the schedule of payment as set out in art III-1, above. If the start date is postponed for that reason, the end date shall be extended accordingly.
3. The Donor shall allow WHO a period of up to twelve months after completion of the Programme, or any termination of this Agreement (close date), to liquidate all encumbrances for activities completed by WHO prior to completion or termination.

V. Reporting, monitoring and evaluation

1. WHO shall justify the use of this contribution by providing to the Donor narrative and financial reports prepared in line with WHO's applicable accounting and reporting procedures, as follows:

Technical: WHO shall transmit to the Donor on an annual basis for the duration of this Agreement, a technical report on the progress on WHO Programme Budget Outputs financed by the contribution as reflected in the Annex I, based on WHO corporate reporting and highlighting Belgium's support;

Financial: The income and expenditure recorded in respect of the contribution shall be included in the WHO Financial Reports submitted to the World Health Assembly on an annual basis. Certified financial statements of income and expenditure as of 31 December shall be provided to the Donor on a yearly basis, to be submitted no later than 30 June of the following year.

2. WHO and the Donor will convene annual consultations (to be held in February or March each year) to discuss the utilisation of the Belgian funding and progress made during the relevant preceding period in the Access to Medicines and Health Technologies programme.

VI. 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. Should such annual Audit Report contain observations relevant to the Contribution, such information shall be made available to the Donor. If the referenced internal and/or external auditor's Audit report should include observations about the way the Contribution is used, WHO commits to inform the Donor and to update the Donor of its answer and potential actions to correct the situation where appropriate and in line with its financial regulations, rules and procedures.

VII. Acknowledgement

WHO will make an appropriate acknowledgement of the contribution in all of its publications emanating from the Programme, 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. Of course, donors are always entitled to make reference to their donations in their internal documents and in their annual reports. Where appropriate and in line with its rules, regulations, policies and procedures concerning donor visibility, WHO will refer to the Contribution with regards to the Programme or its activities in publications, speeches, press releases or similar communications. WHO and Belgium may also discuss and agree upon a more general acknowledgment of Belgium's support of WHO's work in the areas of Access to Medicines.

VIII. Termination

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

IX. Fraudulent and Corrupt Practices

1. WHO takes a zero-tolerance approach to fraudulent and corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption (the "Policy") and is firmly committed to taking all necessary measures to prevent, detect and respond to such practices. Consistent with the Policy, WHO will take appropriate personnel, organizational and administrative measures in order to prevent the misappropriation of any part of the contribution and to avoid the influence of corruption on project activities.
2. WHO confirms that individuals who report cases of suspected fraudulent and/or corrupt practices are entitled to protection against retaliation in accordance with the WHO Policy on Preventing and Addressing Retaliation.
3. WHO will take timely and appropriate action, consistent with its established procedures, to address any allegations of fraudulent and corrupt practices or misuse of funds with regard to the contribution and to respond to substantiated cases of fraudulent or corrupt practices. Investigations of credible allegations of wrongdoing will be carried out by WHO in accordance with its regulatory framework.
4. If WHO receives credible allegations of fraudulent or corrupt practices involving any activities funded in whole or in part with the contribution, WHO will notify the Donor in accordance with WHO's regulatory framework and standard reporting policies, procedures and practices, provided that such notification does not jeopardise the legitimate needs of the investigation. In addition, (i) WHO will provide donors with a summary of the outcome of investigations and actions taken, and (ii) the outcomes of investigations conducted by WHO will be summarized in an annual Report by the Director-General to the World Health Assembly.
5. If there is evidence of improper use of funds, as determined by the investigation, WHO will use its best efforts, consistent with its regulatory framework to recover any funds misused. With respect to any funds recovered, such amounts will be returned to the programme/project for which the contribution was intended; and where the programme/project has been concluded or terminated, the parties shall consult to decide whether the recovered amount will be returned to the Donor or re-programmed at the Donor's instructions.

X. Anti-Terrorism Measures

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Government of Belgium and WHO are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of WHO 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 Government of Belgium funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

XI. Tackling sexual exploitation and abuse and sexual harassment

The parties have a zero tolerance for inaction approach with regard to tackling sexual exploitation and abuse ("SEA") and sexual harassment ("SH") and agree to the provisions set out in Annex II.

XII. 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
Office of the Assistant Director-
General, Health Systems, Access and
Data Division
Avenue Appia 20
1211 Geneva
Switzerland

Contact person and e-mail address with
regards to this contribution:
Dr Yukiko Nakatani
Assistant Director-General
Health Systems, Access and Data
Email: nakataniy@who.int
Tel no. +41 22 791 3957

With copies to:
Dr Deus Mubangizi
Tel no. +41 22 791 1864
Email: mubangizid@who.int

and

Dr Claudia Nannei
Tel no. +41 22 791 5078
Email: nanneic@who.int

To the Donor:

Federal Public Service Foreign Affairs,
Foreign Trade and Development Cooperation
Directorate General for Development Cooperation
Karmelietenstraat 15
1000 Brussel
Belgium

Contact person and e-mail address with
regards to this contribution:
Mabelle Mrad
mabelle.mrad@diplobel.fed.be
Tel no: +32 2 501 81 98

With copies to:
Belgian Mission to the UN in Geneva
58 Rue de Moillebeau (6e)
Geneva - CH-1209
Switzerland

Contact person and e-mail address with
regards to this contribution:
Koen Van Acoleyen
koen.vanacoleyen@diplobel.fed.be

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.

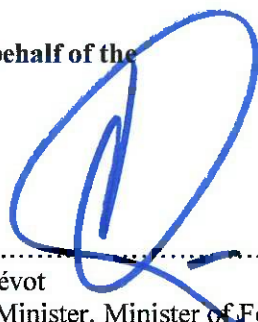
XIII. Settlement of disputes

Any dispute relating to the interpretation or application of this Agreement shall be finally settled by means of negotiation between the participants.

XIV. 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:



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Mr Maxime Prévot
Deputy Prime Minister, Minister of Foreign
Affairs, European Affairs and Development
Cooperation

Place: Brussels

Date: 29 October 2015

Accepted on behalf of the World Health
Organization:

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Dr Yukiko Nakatani
Assistant Director-General
Health Systems, Access and Data

Place: Geneva

Date:

Annex I: Description of the Programme

Annex II: Tackling sexual exploitation and abuse and sexual harassment

1. Sexual exploitation and abuse

The Government of Belgium and WHO have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).¹ This means the WHO and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures. Unless inconsistent with a specific regulation, rule, policy or procedure governing WHO, WHO will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Attachment A) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach² to SEA issues;
- c) Strong leadership and signalling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

2. Sexual harassment

The Government of Belgium and WHO have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).³ This means WHO will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing WHO, WHO will apply the following principles and practices when implementing the activities under this arrangement:

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signalling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency;

¹ See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

² A victim/survivor centered-approach is one for which the victim/survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

³ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General’s Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

3. WHO will adhere to the following requirements:
 - a. Allegations of SEA
 - (i) WHO will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
 - (ii) When WHO reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between WHO and the Government of Belgium, WHO will promptly notify the Belgian Mission to the UN in Geneva (geneva@diplobel.fed.be) of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that WHO is aware of.
 - (iii) Upon request from the Government of Belgium, WHO agrees to provide further available relevant information WHO is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by WHO, unless disclosure of such information would be inconsistent with WHO's regulations, rules, policies and procedures concerning disclosure of information
 - b. Allegations of SH
 - (i) WHO will report allegations of sexual harassment and measures taken through existing reporting mechanisms.
 - (ii) Where WHO has determined that the allegations would have a significant impact on the partnership between WHO and the Government of Belgium, WHO will promptly notify the Belgian Mission to the UN in Geneva (geneva@diplobel.fed.be) and provide information containing the level of detail of the existing reporting mechanisms.
 - (iii) Upon request from the Government of Belgium, WHO agrees to provide further available relevant information, that WHO is aware of unless disclosure of such information would be inconsistent with WHO's regulations, rules, policies and procedures concerning disclosure of information.
4. It is understood and accepted that WHO's arrangement to report on SEA and SH will be performed in accordance with WHO's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.
5. When WHO becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, WHO will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.
6. The Government of Belgium or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify WHO's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. WHO will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Government of Belgium or any of its duly authorized representatives or agents to carry out such measures.

7. Any information or documentation provided in accordance with these provisions will be treated by the Government of Belgium with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Government of Belgium will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Government of Belgium will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with WHO. The Government of Belgium will obtain the express written authorization of WHO before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Government of Belgium and is not subject to WHO's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).
8. Unless the regulations, rules, policies, and procedures applicable to WHO are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the donors' mutual decision on their text with the UN entities (27 July 2021). Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the donors' mutual decision on the present text with the UN entities until which time the above provisions will continue to apply.

Attachment A: IASC Six Core Principles Relating to Sexual Exploitation and Abuse

1. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence.
3. Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
6. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.