

DONOR AGREEMENT

Between

THE WORLD HEALTH ORGANIZATION(WHO)

and

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND, REPRESENTED BY ITS DEPARTMENT OF
HEALTH AND SOCIAL CARE

REF: 2022-003a

(herein after referred to as the "Donor")

I. This Agreement relates to a financial contribution to be made by the Donor to WHO towards the implementation of the global action plan on antimicrobial resistance, which is outlined in Annex I hereto, and which is hereinafter referred to as the "Project". Annex I is an integral part of this Agreement. The funds are being made available to WHO under the provisions of the International Development Act 2002 of the United Kingdom of Great Britain and Northern Ireland.

II. In this Act, "development assistance" means assistance provided for the purpose of (a) furthering sustainable development in one or more countries outside the United Kingdom, or (b) improving the welfare of the population of one or more such countries.

The Act also requires the Donor to have regard to the desirability of providing development assistance that is likely to contribute to reducing poverty in a way which is likely to contribute to reducing inequality between persons of different gender.

III. The budget for the activities financed by the contribution is set out in Annex I. Prior to effecting major changes between categories of expenditure that may be found necessary in the course of implementing the activities, WHO shall consult the Donor.

IV. Responsibility

1. WHO shall be responsible for the monitoring and implementation of the Project.
2. The Donor shall be responsible for the provision of funds to WHO for the Project, in accordance with the terms of this Agreement and its Annex I.

IV. Financial arrangements

1. Schedule of Payments

	Year 1	Year 2	Year 3	Total
Grand total	5,020,550	2,218,995	3,046,971	10,286,517

2. The total amount payable by the Donor under this Agreement is GBP 10,286,517.
3. The amount of the coordination levy for this Agreement is GBP 101,847 (see paragraph 3. (iii) below).
4. The contribution and the coordination levy (both amounts as stated above) shall be paid to cover at least one year's operations in accordance with the following schedule:

GBP 5,020,550 (comprising GBP 4,970,842 contribution to WHO and GBP 49,708 coordination levy, pursuant to paragraph 7. (iii) below, upon signature of this Agreement;

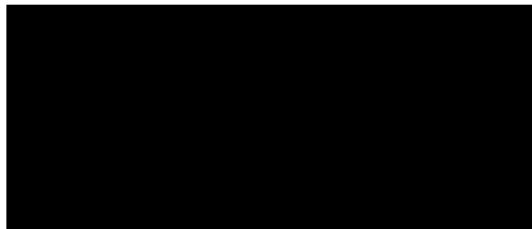
GBP 2,218,995 (comprising GBP 2,197,025 contribution to WHO and GBP 21,970 coordination levy, pursuant to paragraph 7 (iii) below, on 31 August 2023.

GBP 3,046,971 (comprising GBP 3,016,803 contribution to WHO and GBP 30,168 coordination levy, pursuant to paragraph 7 (iii) below, on 30 August 2024.

5. Payment shall be made in three annual instalments and shall be paid to WHO in GBP.
6. The Funding Amounts are subject to revision and will depend on the fulfilment of this Agreement, any revision to budgets, fluctuations in exchange rates, actual expenditure and need and the continuing availability of resources to DHSC and its priorities.
7. The Schedule of Payments above may be amended, with DHSC's approval, dependent on actual expenditure and need. This will be monitored as per reporting schedule.
8. Payment of contribution

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

GBP



and the details of the contribution clearly identified using antimicrobial resistance and HQ/AMR codes.

9. Utilization of funds and accounting

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

(ii) Under this Agreement, [redacted] 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) Pursuant to paragraph 10(a) of United Nations (UN) General Assembly Resolution A/RES/72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the contribution to WHO shall be paid to fund the UN Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by WHO until transfer to the UN Secretariat for deposit into the UN Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the UN Secretariat. The Donor acknowledges that, once the coordination levy has been transferred by WHO to the UN Secretariat, WHO is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the UN Secretariat as the manager of the Resident Coordinator system.

The coordination levy does not form part of WHO’s cost recovery and is additional to the costs of WHO to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for WHO to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by WHO. As deemed necessary by the Donor, however, especially where the scale of the resources concerned or reputational risk justify the refund of transaction costs, the Donor can submit a request for refund to the UN Secretariat directly or through WHO. The responsibility to refund the levy lies with the UN Secretariat, and not with WHO.

(iv) The coordination levy for this Agreement is [redacted]. The payment schedule, contained in Article IV.1. above, provides the breakdown of the payment of the coordination levy and the contribution.

(iv) 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.

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

(vi) 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 treated in the following manner:

- If the remaining balance is US\$1 000 or less, WHO shall be entitled to use this balance for similar activities;
- If the remaining balance is more than US\$1 000, this remaining balance shall be reprogrammed for the same project.

V. Implementation

1. Period of implementation

The start date of the Project shall be the last date on which the parties sign this agreement.

The end date of the Project shall be 31 March 2025.

WHO shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by WHO. If the start date is postponed for that reason, the end date shall be extended accordingly.

The Donor shall allow WHO a period of up to twelve months after completion of the Project, or any termination of this Agreement (close date), to liquidate all encumbrances for activities completed by WHO prior to completion or termination.

VI. Reporting

1. Technical

WHO shall transmit to the Donor a technical report with outcomes and achievements on the activities financed by the contribution as per Annex I on a six-monthly basis. WHO shall also transmit to the Donor a technical report on the activities financed by the contribution upon completion of the Project as per Annex 1.

In addition, on an annual basis, the partner will provide an updated project proposal.

The reporting schedule is as follows:

Date	Requirement
15 October 2022	Technical report with outcomes and achievements financed by the contribution on a biannual basis, including uncertified annual financial management report with April report and biannual uncertified financial report in October covering 1 April to 30 September.
15 April 2023	
15 October 2023	
15 April 2024	
15 October 2024	
15 April 2025	
31 July 2025	Final technical report
15 October 2025	Final certified financial statement

2. Financial

(i) 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 shall be provided to the Donor on a yearly basis, upon request.

(ii) A Final Certified Financial Statement (FCFS) of income and expenditure will be provided by WHO, by the close date of the Agreement (namely, after settlement of all encumbrances for activities started by WHO prior to completion or early termination of the Agreement).

(iii) WHO should also provide financial management reports on a six-monthly basis in line with the above reporting schedule. These will be used to confirm future payments. The nominated DHSC Policy Team Contact will notify WHO of each payment.

VII. 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 (WHA) on an annual basis. The Donor may request a copy.

In the event that an audit report of WHO's External Auditors contains observations directly relevant to the contribution or its utilization, WHO will advise the Donor and provide it with a copy of the report after the report has been transmitted to the WHA. In the event that the Donor becomes aware of information that would indicate a need for further and closer scrutiny of the Project, the Donor agrees to bring this information promptly to the attention of WHO's Office of Internal Oversight Services (IOS). The parties agree to adopt the following procedures:

(a) WHO will, in accordance with its accountability framework and relevant regulations, rules, policies, procedures and directives, take such action as it determines is appropriate, in a timely, appropriate and effective manner.

(b) At the sole discretion of WHO, actions under the previous sub-paragraph may include, without limitations, additional action by WHO IOS.

(c) In cases where the additional action entails a review or audit of a national institution or a NGO, the disclosure of the related report to the Donor will be subject to WHO obtaining a written consent from the concerned entity, in accordance with WHO's procedures. WHO may retain the services of an external service provider to provide any necessary services to assist WHO IOS under the direct and sole supervision of WHO IOS. WHO may request that the cost of such action shall be borne by the Donor.

(d) In cases where the additional action entails an internal review or audit of WHO, where considered appropriate by WHO IOS, WHO may retain the services of an external service provider to provide any necessary services to assist WHO IOS under the direct and sole supervision of WHO IOS. WHO may request that the cost of such action shall be borne by the Donor. Insofar as such action results in the issuance of an internal audit report, the parties take note that such report will be made available to WHO's Member States, in accordance with its procedures.

VIII. Fraud and corruption

1. The Donor takes note that WHO has a written policy on combatting fraud and

corruption. WHO confirms that its policy will be fully implemented.

2. Subject to the provisions of paragraph 1 above:

(a) WHO will take all necessary precautions to prevent fraud, corruption and other financial irregularities in line with its regulations and rules and, in particular, its policies for combatting fraud and corruption. The Donor and WHO have a zero tolerance approach towards fraud and corruption and, subject to considerations of security, due process, and effective pursuit and recovery actions, and respecting the privileges and immunities of WHO, will advise each other promptly and without undue delay of credible allegations of fraud or financial impropriety involving the contribution (through mechanisms established under their respective policies) and will give full consideration to requests for co-operation with each other's investigations into credible allegations of fraud and corruption involving the contribution, subject always to their respective policies and procedures. In that regard, the parties recall that reports of investigations conducted by WHO are summarized in the annual report to the WHA. Exchange of and access to information, in relation to reports of credible allegations of fraud and corruption involving Donor funds, should be provided in conformity with the relevant mechanisms with respect to confidentiality and data protection policies of the WHO and the Donor respectively. WHO and the Donor will only disclose information to third parties in agreement with the party which has provided this information.

(b) WHO will take timely and appropriate action to investigate credible allegations of fraud and corruption in accordance with its accountability and oversight framework. To the extent that such an investigation substantiates the allegation, WHO will give due consideration to timely and appropriate sanctions in accordance with WHO's regulations, rules and procedures.

(c) WHO will, subject always to its policies and procedures (including regarding the confidentiality of information concerning investigations conducted by it), keep the Donor informed, through the mechanisms contemplated in its policies on combatting fraud and corruption, and to the extent this does not jeopardize the conduct of the investigation or prospects of recovery of funds, or the safety or security of persons or assets, of the progress of any investigation involving fraud and corruption in relation to the contribution, the actions taken and the results of the implementation of such actions, including where relevant, details of any recovery of funds.

3. The Donor may request direct consultations at a senior level between the Donor and WHO in order to obtain assurance that WHO's oversight and accountability mechanisms have been and are being fully applied in connection with such allegations.

4. If the project is affected by suspected or actual fraud or corruption, the Donor reserves the ability to suspend or terminate the Donor's disbursements with immediate effect.

5. In the event that any part of the contribution is determined by WHO to have been lost due to fraud or corruption, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies, procedures and directives of WHO. Further, in respect of such amount which WHO has been able to recover, such amount will be returned to the Project. Where the Project has been concluded or terminated, the amount shall be re-programmed at the Donor's instructions or returned to the Donor at such bank account as determined by the Donor. In respect of such amount that has not been recovered, WHO recognizes the importance to the Donor that such funds be recovered. WHO agrees to continue consultations with the Donor, with a

view to determining a mutually agreeable solution, including the return of such funds, and in the interim, agree to discuss such issues on a case-by-case basis.

6. The provisions of paragraphs 1 through 5, above, shall be applied in a manner consistent with the privileges and immunities of WHO.

IX. Tackling sexual exploitation and abuse and sexual harassment

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

X. Procurement by WHO

1. Funds received by WHO under this Agreement may be used to purchase goods and services required for the Project, as referred to in Annex I. Such goods and services will be purchased in accordance with WHO's regulations, rules, policies, procedures and directives.
2. By virtue of the immunity it enjoys, WHO is, as a general rule, exempt from all direct taxes, custom duties and the like. WHO will require any supplier of goods or services using grant funds to consult with it so as to avoid the imposition of such charges with respect to the goods and/or services in question. As regards to excise duties and other taxes imposed on the sale of goods or services (e.g. VAT), WHO will require any supplier of goods or services using grant funds to verify in consultation with WHO whether in the country where the VAT would be payable, WHO is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If WHO is exempt from VAT, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the supplier of goods or services will be required to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof. In the event that any taxes or duties are assessed on any goods or services purchased by WHO with funds provided by the Donor and such taxes or duties are not reimbursed, WHO will include this information in its financial reports to the Donor.

XI. Anti-terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001) WHO is firmly committed to the international fight against terrorism, and in particular against the financing of terrorism. WHO undertakes to use reasonable efforts to assure itself that UK funding, is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities involved in terrorism.

XII. Visibility/Acknowledgment

WHO agrees to collaborate with the Donor to build support for development and raise awareness of the UK government's funding to WHO for development activities in accordance with WHO's contributor visibility approach. WHO will explicitly acknowledge the Donor's support in communications with the public or third parties, as appropriate in each case and in accordance with WHO's contributor visibility approach. WHO will also collaborate with the Donor on the design of a mutually acceptable visibility statement to give recognition to the Donor's support and the results it is

delivering. WHO will include reference to this in regular progress reporting. The visibility statement will in all cases be subject to safety and security considerations of WHO.

Except as explicitly stated herein, neither the Donor nor WHO shall use each other's names, logos and/or emblems unless prior permission is given in writing.

XIII. Other clauses

1. WHO will, in a timely manner, inform the Donor of any delays, obstructions or events which, in the opinion of WHO, interfere or threaten to interfere with the successful implementation of any part of the Project. In the event that the Donor reasonably believes that timely and appropriate corrective action has not been taken to remove the delay or obstruction, it may request consultations at senior level between the Donor and WHO and, where applicable and appropriate, the relevant authorities of the Government in the country or region in which the Project is implemented to determine the appropriate action to ensure that the Project achieves the results as defined in Annex 1.
2. Subject to any third party arrangements for the purposes of implementation of the Project, WHO will seek to grant the Donor a non-exclusive, worldwide, royalty free licence (with a right to sub-license) to use and reproduce the Project outputs for non-commercial purposes. The grant of any such licence will be considered in good faith on a case-by-case basis and will be subject to a written agreement between the parties.
3. WHO will disseminate the results of the work funded by the Donor. Any manuscripts published in non-WHO publications e.g. scientific journals, are required to be published in accordance with WHO's policy on open-access (<http://www.who.int/about/policy/en/>). Under this policy, manuscripts must be made publicly accessible within 12 months of the date of publication.
4. WHO, since 2017 is a member of the International Aid Transparency Initiative (IATI) and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. In line with the commitment of the Parties to this agreement to transparency, the Donor gives consent for WHO to publish data related to this Agreement (and any subsequent amendments), associated financial transfers and funds utilization via the IATI platform. WHO gives consent for data related to this Agreement (and any subsequent amendments) and associated financial transfers and funds utilization to be published on the Donor's website and via the IATI platform according to the IATI standards. For the sake of clarity, beneficiary data or other sensitive information must not be disclosed by the Parties via the IATI platform or on their website.
5. WHO publishes information on the WHO Web Portal (<https://extranet.who.int/proqrammebudget/>) which facilitates the traceability of contributions from the UK Government to WHO and down to WHO Major Offices.
6. The Donor will not be responsible for the activities of any person, organisation or company engaged by WHO with respect to the Project or this Agreement, nor will the Donor be responsible for any costs incurred by WHO or its agencies in terminating the engagement of the aforementioned persons, organisations or companies.

WHO shall be solely responsible for the implementation of the Project and the administration of the contribution in accordance with the terms of this Agreement. No liability shall attach to the Donor in that regard.

7. Each Party shall treat personal data in accordance with its data protection and privacy regulations, rules, directives, policies and procedures in the event that it processes any personal data in connection with this Agreement. For the purposes of this Agreement, personal data is defined as information, in any form, that relates to an identified or identifiable natural person.

XIV. Termination

1. 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.
2. The Donor may, upon reasonable notice, modify, suspend, or discontinue any payment of the contribution or terminate this Agreement if:
 - (a) WHO repeatedly fails to comply with any of the terms of this Agreement or is in material breach of the terms of this Agreement;
 - (b) The Donor believes that serious mismanagement has occurred;
 - (c) WHO assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this Agreement or any part, share or interest therein;
 - (d) WHO ceases to implement the Project for any reason other than by way of successful completion; or
 - (e) WHO uses the funds provided under this Agreement for any purpose other than in accordance with Annex I or any Project proposal agreed between the parties for subsequent years of the Project.

If any of the above events occur, the Donor will notify WHO of its concerns in advance and provide WHO with a reasonable period of time to address them. If, within that time period, no satisfactory resolution is reached and there is no reasonable prospect that such a resolution is imminent, the Donor may terminate this Agreement. Any termination hereunder shall be subject to the settlement of any outstanding encumbrances.

XV. 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
Dr Hanan Balkhy
Assistant Director-General, Antimicrobial Resistance
20 Avenue Appia, CH 1211

Geneva, Switzerland

Tel nr: +41 22 791 1545

Email: [REDACTED]

With copies to:

World Health Organization

Ms Katherine Barker

Technical Officer

Antimicrobial Resistance Division

20 Avenue Appia, CH1211

Geneva, Switzerland

Tel nr: [REDACTED]

Email: [REDACTED]

To the Donor:

Department of Health and Social Care

Nick Adkin

Deputy Director, Global Health Security

International Directorate

39, Victoria Street SW1H 0EU

London, United Kingdom

Tel nr [REDACTED]

Email [REDACTED]

With copies to:

Department of Health and Social Care

[REDACTED]

Head of Fleming Fund, Global Health Security

39, Victoria Street SW1H 0EU

London, United Kingdom

Tel nr [REDACTED]

Email: [REDACTED]

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.

XVI. Settlement of disputes

The parties will use their best efforts to settle amicably through direct negotiations any dispute, controversy or claim arising out of, or in relation to, this Agreement.

XVII. 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 Accepted on behalf of the Department of Health and Social Care of the United World Health Organization: Kingdom of Great Britain and Northern Ireland:

[Redacted signature area]

Mr Nick Adkin
Deputy Director,
Global Health Security

Dr Hanan Balkhy
Assistant Director-General for
Antimicrobial Resistance

Place: London

Place: Geneva

02 September 2022 | 18:05 CEST

Date:

Date: 2 September 2022

Annex 1: Project Description

See attached WHO proposal to the United Kingdom Department of Health and Social Care's Fleming Fund, entitled " Accelerating and sustaining implementation and monitoring of national action plans on antimicrobial resistance (AMR), optimizing the use of antimicrobials and diagnostics in human health, and enhancing the generation and use of data in LMICs"

Annex II: Tackling sexual exploitation and abuse and sexual harassment

1

a. Sexual exploitation and abuse

The Donor and WHO have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).¹ This means 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 signaling 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].

b. Sexual harassment

The Donor 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 signaling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other

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.

- power imbalances;
- d) Reporting to enhance accountability and transparency;

2. 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 Donor, WHO will promptly notify [Donor point of contact] 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 Donor, 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 Donor, WHO will promptly notify [Donor point of contact] and provide information containing the level of detail of the existing reporting mechanisms.

(iii) Upon request from the Donor, 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.

3. 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.

4. 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.

5. The Donor 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 Donor or any of its duly authorized representatives or agents to carry out such measures.

6. Any information or documentation provided in accordance with these provisions will be treated by the Donor 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 Donor will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Donor 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 Donor 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 Donor and is not subject to WHO's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

7. 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 WHO. 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 WHO, 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.