

Attachment 1

Memorandum of Agreement Terms and Conditions for Temporary Advisers

I, the undersigned, in accepting to act as Temporary Adviser to the World Health Organization (WHO), agree to the following:

1. RELATIONSHIP BETWEEN THE PARTIES

The execution of the work as Temporary Adviser does not create any employer/employee relationship as between WHO, on the one hand, and me and/or persons claiming under me, on the other hand. Thus, WHO shall not be liable to me or any other person whatsoever for any damage, loss, accident, injury, illness and/or death sustained by me in connection with, or as a result of, my assignment as Temporary Adviser to WHO, including travel.

2. TRAVEL COSTS, PER DIEM AND INCIDENTALS

I understand that my travel, per diem and incidentals will be paid by WHO, in accordance with WHO rules described in Annex 1 attached hereto.

3. CONFLICT OF INTERESTS

I agree to truthfully complete the Declaration of Interests for WHO Experts and disclose any circumstances that may give rise to a real, potential or apparent conflict of interest in relation to my work as Temporary Adviser. I will ensure that the disclosed information is correct and will truthfully declare that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to promptly inform WHO of any change in these circumstances, including if an issue arises during the course of my work as Temporary Adviser. I understand and agree that this Memorandum of Agreement may be cancelled by WHO if WHO determines that the information disclosed by me in the Declaration of Interests requires modification or cancellation of the invitation extended to me to serve as Temporary Adviser to WHO.

4. INSURANCE

I agree that the insurance arrangements set forth below are being made by WHO without any prejudice whatsoever to section 1 above. Thus, I agree that WHO shall not be liable for any damage, loss, accidents, injury, illness and/or death sustained by me in connection with, or as a result of, my assignment as Temporary Adviser to WHO, including travel.

While travelling, my baggage and personal effects will be insured by WHO up to an amount of US\$ 5000 (five thousand United States dollars). This insurance covers all hand baggage carried by me with the exception of documents, travel tickets, currency/cash/travellers cheques, stamps, stamped paper, identity papers, household goods and *objets d'art* (art works). Personal computers and accessories are also not included in WHO's personal baggage insurance cover unless it is noted on the travel authorization that a personal computer is required during the journey. Laptops must be hand-carried on board airplanes and not checked as registered baggage. Fees to replace stolen travel tickets, credit cards and official documents may be claimed under the insurance policy.

I understand that I will also be covered by an accident and emergency* insurance policy. (A description of the coverage pursuant to this insurance policy and an information booklet containing other information, including with regard to the procedure for submission and reimbursement of claims, are available on the website of Cigna <http://www.cignahealthbenefits.com> Under 'Plan members' the standard reference number **378/WHCPVE** should be entered and on the next screen the standard date of birth **31/01/1977**.)

I understand that the aforementioned insurance policy does not include general 'illness insurance' (medical insurance) for which I should obtain and maintain coverage under my national, institutional or private health insurance scheme, or from the insurance provider proposed by WHO in accordance with the following paragraph, that is valid in all locations in which I shall undertake the assignment on behalf of WHO.

I understand that I may purchase additional voluntary complementary insurance coverage directly from the insurance provider proposed by WHO, for compensation in case of death due to illness and medical expenses for general (non-emergency*) illness during the contract period, and that further information concerning the voluntary complementary insurance is available on the website of Cigna: <http://www.cignahealthbenefits.com>. Under 'Plan members' the standard reference number 378/WHCPVE should be entered and on the next screen the standard date of birth 31/01/1977.

I further understand that if I opt to purchase such additional voluntary complementary insurance, I must contact the insurance company directly and pay the applicable premiums for the whole contract period prior to the start date of the contract.

Finally, I understand, with regard to both (i) the accident and emergency* illness insurance policy, and (ii) the voluntary complementary insurance coverage, referred to herein that:

- all interactions relating to such insurance coverage shall be between the insurance company and myself, without the involvement of WHO.
- any insurance claims under either of the aforementioned policies must be submitted by me directly to the insurance company, which will review and process the claim without the involvement of WHO;
- WHO assumes no responsibility for non-payment by the insurance company of all or part of a claim that may be submitted by me; and
- WHO assumes no responsibility or liability with regard to any expenses which may be incurred by me in connection with any illness contracted in the location of my assignment with WHO which exceeds the amount of the insurance coverage (compulsory and/or voluntary) referred to in this letter or as a result of any failure on my part to ensure that I have adequate insurance coverage for general (non-emergency*) illness during the contract period.

5. SMOKING POLICY

I understand and agree that smoking is not permitted in WHO premises or in any designated meeting areas outside WHO premises.

** Note: "Emergency" (as used herein) means a life-threatening situation or situation where the patient must start treatment within 48 hours and for whom travel is not possible for medical reasons.*

6. CONFIDENTIALITY

I undertake to exercise the utmost discretion in all matters relating to my assignment as Temporary Adviser to WHO. In this regard, I shall treat all information and documentation (in whatever format) to which I may gain access in connection with, or as a result of, my assignment as Temporary Adviser to WHO, as confidential and proprietary to WHO and/or parties collaborating with WHO, and agree to take all reasonable measures to ensure that such information and documentation (hereinafter jointly referred to as "Information"):

- (i) is not used for any purpose other than the performance of my work as Temporary Adviser to WHO; and
- (ii) is disclosed and provided only to persons who have a need to know for the aforesaid purpose and are bound by like obligations of confidentiality and non-use as contained in this Memorandum of Agreement.

This undertaking does not cease upon completion of my work as Temporary Adviser. However, there shall be no obligation of confidentiality if and to the extent: (i) information is publicly available, or becomes publicly available through no fault of my own; or (ii) information was already known to me (as evidenced by written records) prior to its receipt by me; or (iii) information is received from a third party not in breach of an obligation of confidentiality.

I agree to promptly return any and all copies of the aforesaid information and documentation to WHO at the conclusion of my work as Temporary Adviser to WHO or upon earlier termination of this Memorandum of Agreement.

7. INDEPENDENCE

I agree to respect the impartiality and independence required of WHO. In this regard, I shall not seek or accept instructions regarding the work performed by me as Temporary Adviser to WHO from any Government or from any authority external to WHO.

8. RIGHTS

I agree that any and all rights in the work performed by me in connection with, or as a result of, my assignment as Temporary Adviser to WHO shall be exclusively vested in WHO. I hereby irrevocably and unconditionally assign all such rights to WHO and waive any moral rights attached to such work.

I understand and agree that WHO reserves the right (a) to revise such work, (b) to use it in a different way from that originally envisaged, or (c) not to use or publish it at all.

9. COMPLIANCE WITH WHO CODES AND POLICIES

By entering into this Memorandum of Agreement, I acknowledge that I have read, and hereby accept and agree to comply with, the WHO Policies (as defined below). In connection with the foregoing, I shall not engage in any conduct that would constitute a violation of the standards of conduct, as described in the WHO Policies. Without limiting the foregoing, I shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which I become aware. For purposes of this Memorandum of Agreement, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO Code of Conduct for responsible Research; and (iv) the WHO Policy on Whistleblowing and Protection Against

Retaliation, in each case, as amended from time to time and which are publicly available on the WHO website at the following link and at <http://www.who.int/about/ethics/en/>

10. ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE

WHO has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein, I undertake (i) not to engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) to promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which I become aware.

11. ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION

I warrant for the entire duration of my assignment as Temporary Adviser that:

- (i) I am not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that I will not make any payment or provide any other support to any such person or entity and that I will not enter into any employment or subcontracting relationship with any such person or entity;
- (ii) I shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery and theft) in connection with the execution of this Memorandum of Agreement; and
- (iii) I shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, and theft) in connection with the execution of this Memorandum of Agreement.

12. BREACH OF ESSENTIAL TERMS

I acknowledge and agree that each of the provisions of paragraphs 9, 10 and 11 hereof constitutes an essential term of this Memorandum of Agreement, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- (i) terminate this Memorandum of Agreement, and/or any other contract concluded by WHO with me, immediately upon written notice to me, without any liability for termination charges or any other liability of any kind; and/or
- (ii) exclude me from entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

13. USE OF WHO NAME AND EMBLEM

Without WHO's prior written approval, I shall not, in any statement or material of an advertising or promotional nature, refer to this Memorandum of Agreement or my relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

14. PUBLICATION OF AGREEMENT

Subject to considerations of confidentiality, WHO may acknowledge the existence of this Memorandum of Agreement to the public and publish and/or otherwise publicly disclose my name and general information with respect to my assignment as Temporary Adviser. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of this Agreement.

15. SURVIVING PROVISIONS

Those provisions of this Memorandum of Agreement that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

16. SETTLEMENT OF DISPUTES

Any dispute relating to the interpretation or application of this Memorandum of Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

17. PRIVILEGES AND IMMUNITIES OF WHO

Nothing in or relating to this Memorandum of Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WHO, whether under the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on 21 November 1947, or otherwise, and no provision of this Memorandum of Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

By signing this Memorandum of Agreement, I confirm that I accept my assignment as Temporary Adviser, in accordance with and subject to the terms and conditions contained in the invitation letter and this Memorandum of Agreement and its annex.

Name: _____

Signature¹: _____ Date: _____

Place: _____

Received by WHO:

Signature²: _____ Date: _____

Name and title of Responsible Officer: _____

¹ Signatures should never appear on a separate page without substantive text of the memorandum of agreement.

² Signatures should never appear on a separate page without substantive text of the memorandum of agreement.

Annex 1 to Attachment 1 - Memorandum of Agreement

Terms and Conditions for Temporary Advisers

TRAVEL COSTS, PER DIEM AND INCIDENTALS

WHO will be responsible for my airfare and/or first-class train fare from my place of residence to the place of the work and return. I agree to use the cheapest available tickets on the most economical route.

The maximum standard of airline accommodation for which WHO will bear the cost is the least expensive **Economy class** air fare on the most direct route, on the requested itinerary, for any travel duration.

Should I wish to upgrade my ticket, or change the airline or route, I may do so at my own expense, but, in accordance with WHO travel policy, WHO's liability will not exceed the limits mentioned above.

WHO will send me the travel authorization when WHO has received the countersigned invitation letter and signed Memorandum of Agreement and completed and signed Declaration of Interests for WHO Experts, and is able to send me written notification that the information disclosed by me in the Declaration of Interests does not require modification or cancellation of WHO's invitation.

If I wish to travel by private car, I will ask WHO for specific authorization in advance. In such event, the maximum amount to be reimbursed by WHO will be according to the UN official mileage rate to and from the destination by the most direct route. I will advise WHO if I require details of the amount to be reimbursed. I agree that evidence must be provided that travel by car was in fact undertaken, together with the distance travelled.

WHO will pay me a daily subsistence allowance (DSA), according to the UN's standard published DSA rates for the location concerned, for the duration of any travel during my assignment and for travel time from my place of residence to the place of the work and return, except for the last day of travel (for which no daily subsistence allowance will be paid). An allowance of 50% of the per diem applicable to the city of departure will be paid to travellers for an overnight stay on an airplane. An additional travel allowance of US\$ 47 per city of departure and arrival, and return to cover miscellaneous expenses and local transport will also be paid. I agree and accept that the total allowance as described herein is intended to cover all costs related to my assignment, such as accommodation, meals and all other incidental expenses. Accordingly, charges for airport taxes, visa fees, ground transportation from airport to hotel or vice versa will not be separately reimbursed, and I am not required to submit a travel claim.

I will provide details of my bank account if I would like the payment for DSA to be made to this account.
