

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD HEALTH ORGANIZATION AND THE UNITED NATIONS
CONCERNING WHO'S SUPPORT TO THE SECRETARY-GENERAL'S
MECHANISM FOR INVESTIGATION OF THE ALLEGED USE OF
CHEMICAL, BIOLOGICAL OR TOXIN WEAPONS**

RECALLING the Agreement between the United Nations and the World Health Organization (hereinafter referred to as "WHO"), approved by the General Assembly of the United Nations on 15 November 1947 and by the World Health Assembly on 10 July 1948;

RECOGNIZING that the objective of WHO is the attainment by all peoples of the highest possible level of health. Health is defined as a complete state of physical, mental and social well being. As a Specialized Agency of the United Nations system, WHO acts as the directing and co-ordinating authority on international health work;

RECOGNISING that the United Nations Secretary-General is authorized to carry out investigations in response to reports that may be brought to his attention by any Member State concerning the possible use of chemical and bacteriological (biological) or toxin weapons that may constitute a violation of the 1925 Geneva Protocol or other relevant rules of customary international law in order to ascertain the facts of the matter;

RECOGNISING that the International Health Regulations (2005) constitute a legal and operational instrument defining, inter alia, responsibilities of States Parties and of WHO concerning respectively, timely reporting of public health emergencies of international concern and risk identification and assessment for such events as well as mechanisms to support countries' responses;

RECALLING the exchange of letters between the United Nations Office for Disarmament Affairs (hereinafter referred to as "UNODA") and WHO in 2008 and 2009 on issues related to the Secretary-General's mechanism for investigation of alleged use including a work plan for joint WHO-UNODA activities and cooperation.

NOW THEREFORE, WHO and UNODA (hereinafter jointly referred to as the "Parties" and separately referred to as the "Party") have agreed on the following modalities of cooperation on issues related to the Secretary-General's mechanism for investigation of alleged use:

**ARTICLE I
MODALITIES OF COLLABORATION**

1. It is understood that any collaborative activity and undertaking as outlined in this Memorandum of Understanding shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of

work, priority activities, internal rules, regulations, policies, administrative procedures and practices.

1.1 Should the Secretary-General receive a report on alleged use, WHO will endeavour, on request from UNODA, to provide technical support in assessing the public health, clinical, and event-specific health aspects of an alleged use that are brought to the attention of the Secretary-General. This could include the following illustrative list of activities by WHO:

- (a) seconding WHO staff to UNODA;
- (b) providing health information and sharing disease outbreak control methodologies;
- (c) contributing to the harmonization of outbreak response procedures and field operations by:
 - (i) facilitating planning and logistic support;
 - (ii) making available, according to what is in WHO's possession and for purposes of such investigation, any equipment modules and materials and other associated equipment developed for the purpose of investigating disease outbreaks

1.2 WHO will, upon request from UNODA, provide support in updating of technical guidelines for conduct of Secretary-General's investigations of alleged use and in training of experts on the Secretary-General's roster of experts. The Parties will extend to each other invitations for participation in relevant training and educational activities. WHO will support the improvement of training course modules for experts by providing presentations and materials on the operational procedures and logistic requirements of outbreak investigation for public health emergencies.

1.3 The Parties will conduct joint activities for upholding and strengthening of the Secretary-General's mechanism for investigation of alleged use, including preparation of joint project proposals to potential donors and joint publications as appropriate and subject to internal clearances. Neither Party shall submit project funding proposals concerning this collaboration without prior agreement of the other Party

2. The Department of Global Alert and Response of WHO and the Weapons of Mass Destruction Branch of UNODA will serve as focal points responsible on behalf of WHO and UNODA, respectively, for the coordination and practical implementation of activities under this Memorandum of Understanding. Their representatives will meet on a semi-annual basis and/or as required in order to review and evaluate the implementation of this collaboration, and to consider any improvements therein which may be suggested from experience.

ARTICLE II LEGAL AND FINANCIAL ASPECTS

1. Nothing in this Memorandum of Understanding gives rise to legal or financial obligations upon either Party.
2. To the extent any activity may give rise to a legal or financial obligation, a separate agreement shall be concluded subject to the United Nations' and the WHO's respective Financial Regulations and Rules, prior to such activity being undertaken.

ARTICLE III PUBLICATIONS.

1. A Party (the "Publishing Party") may prepare and issue publications on its own under this Memorandum of Understanding provided that the other Party has been given the opportunity to comment on the content before publication, which comments shall be given due and good faith consideration by the Publishing Party
2. A Party shall have the right to claim copyright of any publication as a whole issued by it under this Memorandum of Understanding. The copyright of any contribution made to the publication by the other Party (the "Contributing Party") will be retained by the Contributing Party with a non-exclusive, sub-licensable, worldwide, royalty-free licence to the Publishing Party to deal with the contribution for all purposes, in all manners and in all formats, as part of the publication. The Contributing Party will be appropriately acknowledged in the publication. If such contribution has been substantial, the Parties may agree to add the logo of the Contributing Party on the cover, subject to internal clearances.
3. The collaboration of the Parties shall be duly acknowledged in any publication resulting from this Memorandum of Understanding, unless a Party does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the Parties.
4. No publication or other work resulting from this Memorandum of Understanding shall contain commercial advertising or be used for the promotion of any commercial product or service.

ARTICLE IV LIABILITY

1. Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding and/or any subsequent agreement. Thus, neither Party shall be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this Memorandum of Understanding and/or any subsequent agreement, unless such loss, accident, damage or injury suffered by one Party results from gross negligence or wilful misconduct of the other Party.

**ARTICLE V
USE OF THE PARTIES' NAME**

1. Except as explicitly provided in this Memorandum of Understanding and/or any subsequent agreement, no Party shall, in any statement or material of a promotional nature, refer to the relationship of the Parties under this Memorandum of Understanding and/or any subsequent agreement, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of that other Party.

**ARTICLE VI
GENERAL PROVISIONS**

1. This Memorandum of Understanding will enter into force upon signature by both Parties and will remain in force for four (4) years from that date. It will then be renewed automatically for another four (4) years unless a Party indicates in writing to the other Party its intent to terminate it six (6) months before the expiration. A Party may also terminate this Memorandum of Understanding at any time without cause with six (6) months prior written notice. This Memorandum of Understanding may be amended at any time by mutual written agreement between the Parties.

2. Any dispute arising out of or in connection with this Agreement shall be settled amicably between the two Parties. Should attempts at amicable negotiations fail, any such dispute shall be resolved through consultations between the Executive Heads of the Parties.

3. Nothing in or relating to this Memorandum of Understanding shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by WHO or by the United Nations.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Memorandum of Understanding in duplicate on the dates written below.



Dr Margaret Chan
Director-General
World Health Organization



Mr. Sergio Duarte
High Representative for Disarmament Affairs,
United Nations Office for Disarmament Affairs

Date: 31 JAN 2011

Date: