GENERAL CONDITIONS

The following are the general conditions relating to this Agreement concerning WHO support for research or other technical services. The purpose of such support is to assist an Institution to undertake, for WHO, investigations on a particular problem or other work which has been agreed upon by the Institution and WHO. If the support to be provided under this Agreement is a sub-grant under a principal grant to WHO, this Agreement shall be subject to WHO receiving the full amount of the principal grant. In the event WHO does not receive the full amount of the principal grant, WHO shall be entitled to either cancel this Agreement or adjust the amount to be provided hereunder (at WHO's sole discretion and without incurring any liability towards the Institution).

1. INSTITUTION AND PRINCIPAL INVESTIGATOR

1.1 The Institution and the Principal Investigator (or Responsible Technical Officer), who must be an employee of the Institution, shall be jointly responsible for all the technical and administrative aspects of the work referred to in this Agreement.
1.2 The Institution is required to notify WHO immediately of knowledge that the Principal Investigator will cease or ceases to be an employee of the Institution or is no longer continuing the responsibilities covered by this Agreement. Under such circumstances WHO has the right to:
(a) terminate this Agreement; or
(b) agree to continue the project under a new Principal Investigator proposed by the Institution and approved by WHO.

2. FINANCIAL ARRANGEMENTS

2.1 Payments shall be made into the bank account(s) of the Institution as specified in this Agreement and in accordance with the schedule of payments contained therein, If, after the submission of the final financial report referred to in paragraph 4.4 below, there remains an unused balance of funds with the Institution, this balance shall be due to WHO. In the event of this Agreement being terminated under any circumstances, the Institution shall refund to WHO the balance of uncommitted funds. The funds provided under this Agreement shall be expended only in accordance with its terms.
2.2 The funds transferred to the Institution under this Agreement may not be used to meet any form of emoluments, travel costs or any other reimbursements of expenditure to a staff member of WHO.
2.3 Unless otherwise provided in this Agreement, the funds transferred to the Institution hereunder may not be used to cover:
(a) normal administrative and overhead expenses of the Institution;
(b) cost of maintenance, repair, running or insurance of existing equipment and machinery belonging to the Institution;
(c) cost of construction of new buildings or alterations and modifications of existing buildings and premises; or
(d) salary support of the Principal Investigator.

3. EQUIPMENT AND SUPPLIES; PROCUREMENT

3.1 Unless otherwise agreed, and subject to subparagraph 3.2 below, any equipment and supplies acquired under this Agreement shall become the property of the Institution. The Institution and the Principal Investigator shall be jointly responsible for the proper safeguard, maintenance and care of all equipment and supplies acquired under this Agreement.
3.2 Notwithstanding subparagraph 3.1 above, the Institution shall transfer ownership of any equipment and supplies acquired under this Agreement to WHO, if so requested by WHO, upon termination or expiry of this Agreement. In such cases the Institution shall dispatch the equipment and supplies to any destination chosen by WHO, the cost of which will be borne by WHO.
3.3 To the extent the Institution needs to purchase any goods and/or services in connection with its performance of this Agreement, the Institution shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

4. REPORTS; AUDIT

The Institution shall submit technical and financial reports to WHO on the work as required, or at least annually, in accordance with the following provisions:
4.1 Technical reports shall be prepared by the Principal Investigator and forwarded through and countersigned by the authorized official of the Institution or his authorized representative. Each annual report shall summarize the results of the project and give in sufficient detail its positive and negative findings so that the value of the work can be assessed.
4.2 Financial reports shall be forwarded after being jointly certified by the Institution's chief financial officer and the Principal Investigator, using form WHO 782. The reports must show the use of the funds provided by WHO compared with the original budget expenditure pattern agreed between the Institution and WHO.
4.3 WHO may request a financial and/or operational review or audit of the project and related activities, to be conducted by WHO and/or parties authorized by WHO, and the Institution undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under this Agreement, or within five years of completion of the work hereunder. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules. In this context, the Such funds may be used only to support investigations where
(a) the rights and welfare of the subjects involved in the research are adequately protected,
(b) freely given informed consent has been obtained,
(c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the Institution and
(d) any special national requirements have been met.
8.2 Regulatory Requirements
It is the responsibility of the Institution and the Principal Investigator to comply with the relevant national regulations pertaining to research involving human subjects.
8.3 Protection of Subjects
Without prejudice to obligations under applicable laws, the Institution shall make appropriate arrangements to eliminate or mitigate the consequences to subjects or their families in the case of death, injury or illness resulting from the conduct of research referred to in paragraph 8.1. Such arrangements shall, to the extent feasible, include medical treatment and financial relief. The Institution and Principal Investigator undertake to protect the confidentiality of the information relating to the possible identification of subjects involved in the research involving human subjects conducted under the auspices of this Agreement.

9. RESEARCH INVOLVING THE USE OF LABORATORY ANIMALS

The Institution undertakes that living vertebrate animals, required for use as laboratory animals for the research to be carried out under this Agreement, shall be handled in accordance with generally accepted principles for the humane treatment of such animals and the avoidance of unnecessary suffering.

10. RESEARCH SAFETY

It is the responsibility of the Institution to establish and implement policies and practices to assure and provide for the safety of its employees, the public, and the environment during the conduct of the research to be carried out under this Agreement. If the supported research involves the use of dangerous biological agents, the Institution shall establish and implement an appropriate safety plan.

11. COMPLIANCE WITH WHO POLICIES

By entering into this Agreement, the Institution and Principal Investigator acknowledge that they have read, and hereby accept and agree to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Institution and Principal Investigator shall take appropriate measures to prevent any violations of the standards of conduct (as described in the WHO Policies) by employees of the Institution and any other natural or legal persons engaged by the Institution and/or Principal Investigator or otherwise utilized to perform any services under this Agreement. Without limiting the foregoing, the Institution and Principal Investigator shall each 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 the Institution and/or Principal Investigator become aware. For purposes of this Agreement, the term "WHO Policies" means collectively:
(i) the WHO Code of Ethics and Professional Conduct;
(ii) the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA);
(iii) the WHO Policy on Preventing and Addressing Abusive Conduct;
(iv) the WHO Code of Conduct for responsible Research;
(v) the WHO Policy on Whistleblowing and Protection Against Retaliation;
(vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption; and
(vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: http://www.who.int/about/finances-accountability/procurement/en/ for the UN Supplier Code of Conduct and at http://www.who.int/about/ethics/en/ for the other WHO Policies.

12. ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE, SEXUAL HARASSMENT AND OTHER TYPES OF ABUSIVE CONDUCT

WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:
- the Institution warrants that it shall:
(i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA) and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged by it or otherwise utilized to perform any work under this Agreement; and
(ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Institution becomes aware; and
- The Principal Investigator warrants that he/she shall:
(i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct; and (ii) promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Principal Investigator becomes aware.

13. TOBACCO- AND ARMS-RELATED DISCLOSURE

The Institution is required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco / Arms Disclosure Statement. The Institution undertakes not to permit work under this Agreement to commence until WHO has assessed the disclosed information and confirmed to the Institution in writing that the work

Institution shall make available, without restriction, to WHO and/or parties authorized by WHO:
(a) the Institution's books, records and systems (including all relevant financial and operational information) relating to the project and related activities; and
(b) reasonable access to the Institution's premises and personnel.
In order to facilitate financial reporting and audit, the Institution shall ensure that accurate and systematic accounts and records are kept in respect of the project and related activities. The Institution shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.
WHO may request the Institution to provide complementary information about the project and related activities that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Institution and related to the Project and/or related activities
4.4The final technical and financial reports must be submitted within 90 days after the expiry of this Agreement.

5. RELATIONSHIP AND RESPONSIBILITY OF PARTIES
The relationship of the Institution to WHO shall be that of an independent contractor. The employees of the Institution are not entitled to describe themselves as staff members of WHO. The Institution shall be solely responsible for the manner in which work on the project is carried out and accordingly shall assume full liability for any damage arising from research or other technical services under this Agreement. No liability shall attach to WHO, its advisers, agents or employees.

6. USE OF RESULTS, EXPLOITATION OF RIGHTS.
6.1 The results of the project funded under this Agreement may be freely used or disclosed by either party provided that, without the consent of the other party, no use may be made for commercial purposes and confidentiality shall be maintained with respect to results that may be eligible for protection by proprietary rights. The Institution shall provide WHO with the results, in the form of relevant know how and other information, and to the extent feasible, tangible products.
6.2 The industrial or commercial exploitation of any intellectual property rights, including the ownership of know-how, arising from the project shall be designed to achieve, in so far as circumstances permit, the following objectives in the following order of priority:
(a) the general availability of the products of creative activity;
(b) the availability of those products to the public health sector on preferential terms, particularly in developing countries;
(c) the grant to each party of additional benefits, including royalties, account being taken of the relative value of each party's financial, intellectual and other contribution to the research.
6.3 The rights referred to in paragraph. 6.2 shall belong to the Institution, or to the Principal Investigator if the Institution and WHO so agree. To the extent that the former do not intend to exercise them, the rights shall be promptly transferred to WHO, if it so requests. Each party shall provide the other with its full cooperation to permit the effective exercise of the rights. The party in which the corresponding rights are vested may file applications for industrial property protection, promptly furnishing copies of the applications and other patent documents to the other party. All rights other than the right to file applications shall be exercised in accordance with an agreement which shall be negotiated in good faith between the Institution and WHO.

7. PUBLICATIONS
7.1 Subject to any proprietary rights of WHO and/or third parties collaborating with WHO, the work supported by WHO under this Agreement may be published by the Institution and/or the Principal Investigator. In order to avoid prejudicing proprietary rights, the Institution or the Principal Investigator shall transmit to WHO for its review the material intended to be published at least 60 working days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of any objection by WHO within that 60 working day period concerning prejudice to its proprietary rights, the publication may proceed.
7.2 Any publication by the Institution or the Principal Investigator of the work supported by WHO under this Agreement shall be published in accordance with the WHO policy on open access, which is available at the following link: http://www.who.int/about/policy/en/.
7.3 In any publication by the Institution or the Principal Investigator relating to the results of the project, the responsibility for the direction of the work shall not be ascribed to WHO. Unless WHO advises otherwise, all publications shall include a notice indicating that the underlying investigation received financial support from WHO. Two off-prints or copies of each publication shall be sent to WHO unless another number is stipulated. WHO funds may not be used for publication costs unless specifically authorized.

8. RESEARCH INVOLVING HUMAN SUBJECTS
8.1 Ethical Aspects
It is the responsibility of the Institution and the Principal Investigator to safeguard the rights and welfare of human subjects involved in research supported in whole or in part by funds from WHO, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and any subsequent amendments.

can commence.

14. ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION
14.1 The Institution and Principal Investigator warrant for the entire duration of this Agreement that:
(a) they are not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime; that they shall not make any payment or provide any other support to any such person or entity; and that they shall not enter into any employment or other contractual relationship with any such person or entity;
(b) they shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of this Agreement;
(c) they shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of this Agreement; and
(d) they shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Institution and/or the Principal Investigator becomes aware and respond to such allegations in an appropriate and timely manner in accordance with their respective rules, regulations, policies and procedures. Furthermore, the Institution and/or the Principal Investigator agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.
In the event that any resources, assets and/or funds provided to or acquired by the Institution and/or the Principal Investigator under this Agreement are found to have been used by the Institution and/or the Principal Investigator, the Institution's employees or any other natural or legal persons engaged or otherwise utilized to perform any work under the Agreement, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Institution and/or the Principal Investigator shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).
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15. BREACH OF ESSENTIAL TERMS
The Institution and Principal Investigator acknowledge and agree that each of the provisions in Sections 11, 12, 13 and 14 hereof constitutes an essential term of this Agreement, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:
(a) terminate this Agreement and/or any other contract concluded by WHO with the Institution and/or Principal Investigator, immediately upon written notice to them, without any liability for termination charges or any other liability of any kind; and/or
(b) exclude the Institution and/or Principal Investigator from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.
WHO shall be entitled to report any breach of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

16. PUBLICITY; USE OF WHO NAME AND EMBLEM
16.1 The Institution and the Principal Investigator shall not refer to the relationship of WHO to the project, or to products or processes connected with the project, in any statement or material of an advertising or promotional nature, including but not limited to any statements or materials issued for commercial purposes or with a view to financial benefit.
16.2 Without WHO's prior written approval, the Institution and/or the Principal Investigator shall not, in any statement or material of an advertising or promotional nature, refer to this Agreement or to the Institution's and/or Principal Investigator's relationship with WHO, or otherwise use the name (or any abbreviation thereof) or emblem of the World Health Organization.

17. PUBLICATION OF AGREEMENT
Subject to considerations of confidentiality, WHO may acknowledge the existence of this Agreement to the public and publish and/or otherwise publicly disclose the name of the Institution and/or Principal Investigator, the Institution's country of incorporation, general information with respect to the work supported under this Agreement, and this Agreement's value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of this Agreement.

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

19. SETTLEMENT OF DISPUTES
Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this 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.

20. PRIVILEGES AND IMMUNITIES
Nothing contained in or relating to this Agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.