In order to facilitate financial reporting and audit, the Institution shall ensure financial and operational information relating to the project and related activities be made available to WHO, in accordance with the terms of the respective Policies any actual or suspected violations of either Policy of which the Institution becomes aware; and (v) cooperate with WHO in relation to the response to such actual or suspected violations; and (vi) the UN Supplier Code of Conduct, in each case, as amended from time to time and any other applicable WHO Policies.

Tobacco is not the only product related to the arms industry through completion of the WHO Tobacco / Arms Disclosure and Dissemination Agreement (TAIDA), which is currently under development and is expected to be finalized in 2023. The purpose of TAIDA is to ensure that all entities, whether government or private, that engage in activities related to tobacco and arms are required to disclose information about their activities and any potential conflicts of interest. The agreement will be implemented through a series of annual reports, which will be reviewed by a panel of independent experts appointed by the WHO. The panel will assess the accuracy and completeness of the disclosed information and issue recommendations for improvements. The WHO Tobacco / Arms Disclosure and Dissemination Agreement (TAIDA) is intended to be a global initiative that will provide a framework for transparency and accountability in the tobacco and arms industries. The agreement will be implemented through a series of annual reports, which will be reviewed by a panel of independent experts appointed by the WHO. The panel will assess the accuracy and completeness of the disclosed information and issue recommendations for improvements.
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, and/or third parties, the results obtained from the project will be treated as Confidential Information and will be used or disclosed by the party for its own internal use only and/or for publication only if the party has the prior written consent of the other party. Confidential Information will not be used or disclosed by either party provided that, without the consent of the other party, and/or third parties, the results obtained from the project will be treated as Confidential Information and will be used or disclosed by the party for its own internal use only and/or for publication only if the party has the prior written consent of the other party.

6.2. The Industrial or commercial exploitation of any intellectual property rights of any kind shall not be allowed unless the party has the prior written consent of the other party. Confidential Information will not be used or disclosed by either party provided that, without the consent of the other party, and/or third parties, the results obtained from the project will be treated as Confidential Information and will be used or disclosed by the party for its own internal use only and/or for publication only if the party has the prior written consent of the other party.

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 these rights, 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 those referred to in paragraph 6.2, including all rights to any industrial property protection, shall be the exclusive property of the respective party. Furthermore, the Institution shall provide WHO with 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 thirty (30) days, the publication may proceed.

6.4. The Institution shall provide WHO with 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 thirty (30) days, the publication may proceed. Publication shall be sent to WHO unless another number is stipulated. WHO shall, upon receipt of publications shall include a notice indicating that the underlying investigation was conducted in accordance with the modalities to be agreed upon by the parties or, in the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration. In the event that the dispute is not resolved by conciliation, be subject to arbitration.

16. BREECH 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 the event 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 description of procedures or materials utilized to perform the project, or any reference to the services or products provided by the Institution and/or the Principal Investigator, or to the results, in the form of relevant know how and other information, and to the extent feasible, tangible products. 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 these rights, 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 those referred to in paragraph 6.2, including all rights to any industrial property protection, shall be the exclusive property of the respective party.

17. PUBLICATION OF AGREEMENT

Subject to considerations of confidentiality, WHO may acknowledge the existence of this Agreement to the public and publish and/or disclose the name of the Institution and/or 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 Principal Investigator shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

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.

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20. PRIVILEGES AND IMMUNITIES

Nothing in this Agreement shall constitute or be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO under any source of law, or as a submission to the jurisdiction of any national court or tribunal.