

## PROJECT COLLABORATION AGREEMENT

between

the **World Health Organization**

20, Avenue Appia

1211 Geneva 27

Switzerland

(hereinafter referred to as “WHO”)

on the one side

and

The Johns Hopkins University

Jhpiego Corporation

Baltimore, Maryland

USA 21231-3492

(hereinafter referred to as “Jhpiego”)

on the other side

**WHEREAS** WHO, represented by its Regional Office for South-East Asia (SEARO) is an international intergovernmental organization and a specialized agency of the United Nations, and the directing and coordinating authority on international health that provides leadership on global health matters, and monitors and assesses health trends;

**WHEREAS** Jhpiego, an affiliate of Johns Hopkins University, is a global health organization with over 50 years of experience strengthening health systems in more than 35 countries. It works with governments and partners to improve healthcare access for underserved populations in low- and middle-income countries, with a significant presence in South-East Asia and

**WHEREAS** This project collaboration agreement is a reflection of the intent of the The Johns Hopkins University and WHO ( hereafter referred to as the “Parties”) to establish collaboration to pursue common goals based on their respective mandates, competences and comparative advantages.

### **1. The Project**

1.1 The parties shall collaborate on the project as described in Annex 1 attached hereto (hereinafter referred to as the “Project”), which forms an integral part of this Agreement. The activities to be carried out by each party under the Project are also described in Annex 1.

1.2 The implementation of Project activities by a party is subject to that party’s regulations, rules and administrative practices.

### **2. Funding**

2.1 Each party hereto shall be fully responsible for the funding of its activities under this Agreement, except as may otherwise expressly be agreed in this Agreement or in any sub-agreement thereto. The implementation of each Project activity is subject to the availability of sufficient human and financial resources.

2.2 Any fund-raising for the Project will be decided jointly by the parties and will be directed to governments, non-profit organizations and foundations. Any fund-raising from commercial entities or their foundations, or organizations funded mainly from commercial sources, shall be decided jointly by the parties and will be made in accordance with the regulations, rules and administrative practices of the parties in order to avoid any perceived conflict of interest.

2.3 Each party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices. The accounts shall be subject to audit in accordance with the party's audit rules and procedures and a copy of the report of the external auditor shall be sent to the other party, if so requested, as soon as it becomes available.

2.4 Any transfer of funds between the parties shall be made under an appropriate separate agreement, to be negotiated in good faith between the parties.

### **3. Copyright/Publications**

3.1 Publications foreseen to be prepared under the Project are listed in Annex 1. The parties may prepare additional publications, unforeseen at the conclusion of this Agreement, subject to the provisions here below.

3.2 Copyright of any work prepared by one of the parties on its own under this Project shall be vested in that party, who may publish the work provided that the other party has been given the opportunity to comment on the work and any references to that other party before publication, which comments shall be given due consideration by the publishing party.

3.3 Unless otherwise agreed by the parties, copyright in any jointly prepared work shall be vested in WHO. For publications, WHO shall be the lead publishing party. In this capacity, WHO shall serve as copyright administrator and will act as the contact for third parties with regard to requests to reproduce or make use of the publications, or portions thereof, in any form or medium in all languages. WHO herewith grants The Jhpiego a perpetual and irrevocable, non-exclusive, world-wide, royalty-free, sub-licensable licence to use such jointly prepared work, or parts thereof, for public health purposes.

3.4 The collaboration of the parties shall be duly acknowledged in any publication resulting from the Project, unless a party does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the parties.

3.5 No publication or other work resulting from the Project shall contain commercial advertising or be used for the promotion of any commercial product or service.

#### **4. Web site**

4.1 The parties shall decide jointly on any dissemination of Project information over the Internet. The parties shall not create a separate web site for this purpose, but any information shall be disseminated through one or both parties' existing web site(s).

#### **5. Use of logo and promotional activities**

5.1 A party may not use the logo of the other party unless that party has given its prior approval in writing.

5.2 Without the prior written consent of the other party, neither party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the parties under this Agreement.

#### **6. Relationship and responsibility of the parties**

6.1 Nothing in this Agreement shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent between the parties. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing by the other party.

6.2 Each party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement. Thus, a party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other party, or that other party's staff or sub-contractors, in connection with, or as a result of, the collaboration under the Project.

#### **7. Notices**

All notices to be given under this Agreement must be in writing and sent to the address or official email account of the intended recipient set out hereinafter or to any other address or email account which the intended recipient may designate by notice given in accordance with this clause. Any notice may be delivered personally or sent by first class pre-paid registered mail or by email, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, 48 hours after posting; and if by email when dispatched provided no delivery failure information is received.

If to WHO: World Health Organization  
Attention: Regional/ Country Office for South-East Asia  
World Health House  
Indraprastha Estate  
Mahatma Gandhi Road  
New Delhi 110002 India  
Tel.: 91-11-4304 0200/ 0161

If to [...]: Jhpiego, an affiliate of Johns Hopkins University

Attention: Samuel Mariam  
Senior Contract Director  
Jhpiego Corporation  
Baltimore, Maryland  
USA 21231 3492  
Tel: +1 410 537 6564  
Email: samuel.mariam@jhpiego.org

## **8. Duration, Termination and Modification**

8.1 This Agreement shall be valid for an initial period of two years, commencing 20 April 2026 and ending 31 March 2028 and ending terminated, unless terminated earlier by either party for cause, or without cause by giving three months notice in writing to the other party. The parties may agree in writing to extend this Agreement for subsequent periods of one year.

8.2 In the event of termination of this Agreement, the parties shall take the necessary steps to ensure that the activities carried out under the Agreement are brought to a prompt and orderly conclusion, and they shall wind up their obligations hereunder.

8.3 This Agreement may be modified by mutual consent of the parties as expressed in writing.

## **9. Compliance with WHO Policies**

By entering into this Agreement, The Jhpiego Institute acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, The Jhpiego Institute shall take appropriate measures, including training, to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any Project activities under the Agreement. Without limiting the foregoing, The Jhpiego Institute 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 The Jhpiego Institute becomes aware. For purposes of this Agreement, the term “WHO Policies” means collectively: (i) the WHO Code of Ethics; (ii) the WHO Policy on Preventing and Addressing Sexual Misconduct; (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Preventing and Addressing Retaliation; and (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in each case, as amended from time to time and which are publicly available on the WHO website at the following link: <http://www.who.int/about/ethics/en/> .

## **10. Zero tolerance for sexual misconduct, harassment and other types of abusive conduct**

WHO has zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment and all forms of

prohibited sexual behavior), harassment and any type of abusive conduct. In this regard, and without limiting any other provisions contained herein, The Jhpiego Institute warrants that it shall: (i) take all reasonable and appropriate measures, including training, to prevent any form of sexual misconduct, as described in the WHO Policy on Preventing and Addressing Sexual Misconduct and any type 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 or otherwise utilized by it to perform any activities under the Agreement, (ii) promptly report to WHO, through the WHO Office of Internal Oversight Services ([investigation@who.int](mailto:investigation@who.int)) or through the WHO Integrity Hotline which can be accessed via <https://www.who.int/about/ethics/integrity-hotline>, and respond to and take corrective measures, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which The Jhpiego Institute becomes aware, and (iii) cooperate with WHO in relation to the response to such actual or suspected violations.

#### **11. Anti-Terrorism and UN Sanctions; Fraud and Corruption**

The Jhpiego Institute warrants for the entire duration of the Agreement that:

- (i) it is 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 it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- (ii) it 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 implementation of the Project;
- (iii) it has taken all reasonable and appropriate measures to inform any natural and/or legal persons engaged or otherwise utilized to perform any activity under the Agreement of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption and their duty to comply with the standards of conduct set out in the aforementioned Policy;
- (iv) it 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 implementation of the Project; and
- (v) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services ([investigation@who.int](mailto:investigation@who.int)), 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) in connection with the execution of this Agreement of which The Jhpiego Institute becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules,

regulations, policies and procedures. Furthermore, The Jhpiego Institute, 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, the outcome of any such response, and any corrective measures implemented 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.

## **12. Breach of essential terms**

The Jhpiego acknowledges and agrees that each of the provisions of clause 9 (Compliance with WHO Codes and Policies), clause 10 (Zero tolerance for sexual misconduct, harassment and other types of abusive conduct), and clause 11 (Anti-Terrorism and UN Sanctions; Fraud and Corruption) above 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 terminate this Agreement and/or any other agreement concluded by WHO with The Jhpiego , immediately upon written notice to The Jhpiego Institute, without any liability for termination charges or any other liability of any kind.

## **13. Confidentiality**

When information provided in the context of this Agreement is described by the party providing it as confidential, the receiving party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The receiving party shall ensure that any of its employees and/or consultants having access to the said information shall be made aware of and be bound by the obligations of the receiving party hereunder.

However, there shall be no obligation of confidentiality or restriction on use where:

- (i) the information is publicly available, or becomes publicly available otherwise than by action of the receiving party; or
- (ii) the information was already known to the receiving party (as evidenced by its written records) prior to its receipt; or
- (iii) the information was received from a third party not in breach of an obligation of confidentiality; or
- (iv) the information was subsequently and independently developed by or on behalf of the receiving party without access to the information of the disclosing party.

Unless another period is stipulated by the party providing the information, the obligations of this clause 13 shall survive the termination of this Agreement and continue in full force and effect without any expiration period applying.

## **14. 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.


**15. Settlement of disputes**

Notwithstanding any specific provision herein, this Agreement and any dispute arising therefrom or relating thereto shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute arising from or relating to this Agreement, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event the dispute is not resolved by conciliation within thirty (30) days, 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 within thirty (30) days of written communication of the intent to commence arbitration, in accordance with the UNCITRAL Arbitration Rules. The Parties shall accept the arbitral award as final.

IN WITNESS WHEREOF, this Agreement is executed as follows:

Agreed and signed on behalf of the  
World Health Organization

Signed on behalf of The Jhpiego



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Mr Manoj Jhalani  
Director  
Department of UHC/ Health Systems  
, India  
WHO SEARO  
New Delhi, India

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The John Hopkins University  
Jhpiego Corporation  
Baltimore, Maryland  
USA 21231-3492

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Date 20 April 2026

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Date April 2026


Annex 1: Project Description

*[to be completed]*

## Document Details

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