

**AGREEMENT BETWEEN  
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
THE WORLD HEALTH ORGANIZATION  
TO ESTABLISH PERSONNEL AND OPERATIONAL PROCEDURES  
FOR THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES EMPLOYEES  
DETAILED TO THE WORLD HEALTH ORGANIZATION**

The U.S. Department of Health and Human Services (HHS) and the World Health Organization (WHO) (hereafter referred to as the Parties),

Noting that WHO, as an intergovernmental organization and specialized agency of the United Nations, performs a leadership role in addressing global health,

Recognizing that the United States, as a Member State of WHO, participates in the work of WHO, and that HHS serves as the U.S. lead technical health agency to WHO,

Recognizing that HHS' global health interests are better served when it works in partnership with intergovernmental organizations to promote health around the world, and

Wishing to enhance their mutual interests in global health, agree as follows:

**Section I—Purpose**

The purpose of this Agreement is to establish a general framework concerning the respective roles of HHS and WHO and an operational context for joint cooperation on global health issues.

## Section II-Definitions

For the purposes of this Agreement:

A. "Detail":

1. pursuant to U.S. law means the assignment or loan of an HHS employee to WHO; and
2. in WHO terminology means the secondment of an HHS employee to WHO, where the detailed individual continues to be paid his/her salary, allowances and benefits from HHS (although salary payments may be reimbursed to HHS by WHO pursuant to Section III of this Agreement), and has no right of employment of any nature with the WHO upon the end of the detail.

B. "WHO Rules" refers to the Staff Regulations, Staff Rules and related Manual provisions of WHO.

## Section III-Roles of the Parties

The persons responsible for coordinating operations between the Parties under this Agreement are to be, for HHS, the Director, Office of Global Health Affairs, or his/her designee and, for WHO, the Coordinator, Human Resources, Recruitment, Career Management and Organizational Development, or his/her designee.

A. WHO and HHS will:

1. develop standard operational and administrative mechanisms to facilitate the efficient detailing of individuals to WHO. Such mechanisms may include, but are not limited to:
  - (a) a standardized format for the processing of detail arrangements; and
  - (b) guidelines for WHO and HHS supervisors and detailed individuals concerning respective administrative responsibilities.
2. through an exchange of letters agree to terms and conditions specific to each individual detail, including, but not limited to:
  - (a) the application of this Agreement;
  - (b) financial arrangements between the Parties; and

(c) the duration of the detail, with beginning and end dates, recognizing that the total period of any detail, including any extension thereof, will not exceed five (5) years, unless an extension (not to exceed three (3) years) is approved by the appropriate U.S. and WHO officials.

**B. WHO will:**

1. provide each individual under consideration for detail to WHO with an offer of appointment to WHO, made consistent with:
  - (a) the terms and conditions of this Agreement, and
  - (b) the terms and conditions agreed between the Parties in respect of each detail, referred to in paragraph A.2 of this Section,both of which will be attached to the offer of appointment.
2. prepare a statement of work describing the duties of each detailed individual. Statements of work will be prepared in agreement with HHS. Such statements will not require a detailed individual to undertake any activity that is beyond the scope of activities described in the statement of work, unless otherwise mutually agreed to in writing by the Parties before any such activity is undertaken;
3. inform the U.S. Embassy of the presence in the country of the detailed individual and his/her dependents upon their arrival; and
4. identify the WHO supervisor who will:
  - (a) provide day-to-day direct supervision of the detailed individual;
  - (b) determine the working hours of the detailed individual;
  - (c) approve, in accordance with HHS rules, the annual and sick leave for detailed individuals. The WHO supervisor will promptly report to the HHS supervisor leave approved and used; and
  - (d) provide on request from HHS comments on the performance and conduct of detailed employees for use in preparation of required evaluations of the employee's effectiveness.

**C. HHS will:**

1. ensure detailed individuals retain their rights of employment with HHS upon the end of the detail to WHO;

2. provide the WHO supervisor with copies of HHS rules regulating leave for HHS detailed individuals, and any amendments thereto; and
3. identify the HHS supervisor who will:
  - (a) be responsible for general HHS administration with respect to the detailed individual;
  - (b) consult with the WHO supervisor, as necessary, with a view to ensuring the detailed individual complies with HHS rules governing leave;
  - (c) meet with each detailed individual at least once every twelve months; and
  - (d) maintain earnings and leave records for detailed individuals.

#### **Section IV—Financing and Insurance**

- A. Individuals may be detailed to WHO under reimbursable or nonreimbursable arrangements between the Parties, to be arranged by the Parties on a case by case basis.
- B. WHO will be responsible for the cost of WHO-authorized duty travel, in accordance with WHO Rules, unless otherwise agreed by the Parties.
- C. Detailed individuals are excluded from participating in the UN Joint Staff Pension Fund, the WHO Staff Health Insurance and Personal Accident Insurance, Malicious Act Insurance, Sick Leave Under Insurance Cover and compensation under the WHO service-incurred death, injury or illness compensation plan. Such social security coverage will be provided by HHS in accordance with laws, regulations, and policies of the United States.

#### **Section V—Evacuation**

The safety of detailed individuals is of paramount importance to both Parties. Any evacuation of such individuals will be addressed, where feasible, on a case-by-case basis by the Parties.

#### **Section VI—Application of Agreement**

- A. Individuals detailed to WHO under this Agreement are subject to the laws and regulations of the United States and WHO Rules.

- B. In the event an issue arises about the application of the laws and regulations of the United States and WHO Rules, the Parties will consult with a view to identifying an approach acceptable to both Parties. Should the Parties not identify such an approach in the case of an individual detail, either Party may terminate the detail with 30 days' written notice to the other Party.
- C. This Agreement shall enter into force upon signature by the Parties.
- D. This Agreement may be amended by mutual written agreement of the Parties.

### **Section VII—Termination**

#### **A. Termination of the Agreement**

This Agreement may be terminated at any time by mutual written agreement of the Parties, or upon one hundred twenty (120) days' notice in writing by either Party to the other Party.

#### **B. Termination of Details**

In addition to the termination of an individual detail referred to in Section VI.B. of this Agreement, a detail entered into pursuant to this Agreement may be terminated:

1. at any time by mutual written agreement of the Parties,
2. by either Party with one hundred twenty (120) days' written notice to the other Party; or
3. exceptionally, and in the event of extraordinary and urgent circumstances, by either Party without notice to the other Party. In case of termination under this paragraph, the Party terminating the detail will be solely responsible for any and all costs or payments related to its action in effecting such termination.

#### **C. General**

Obligations for payments to be made to detailed individuals will not be affected by the termination of the Agreement or the termination of a detail made pursuant to this Agreement.

### **Section VIII—Dispute Settlement**

Any dispute concerning the interpretation or application of this Agreement, or concerning

the interpretation or application of an individual detail entered into pursuant to this Agreement, will be subject to negotiation between the Parties.

In WITNESS WHEREOF, the undersigned, being duly authorized by their respective Agencies, have signed this Agreement.

Done at Washington, D.C. this 8<sup>th</sup> day of September 2006.

**For the U.S. Department of Health and Human Services**



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Joe W. Ellis  
Assistant Secretary for Administration and Management

Done at Geneva, Switzerland, this 15<sup>th</sup> day of September 2006.

**For the World Health Organization**



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Ambi Sundaram  
Acting Assistant Director-General, General Management