

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WORLD HEALTH ORGANIZATION
AND THE
UNITED NATIONS VOLUNTEERS PROGRAMME

WHEREAS, the World Health Organization (hereinafter referred to as WHO) and the United Nations Volunteers Programme (hereinafter referred to as "UNV"), the latter under the administrative authority of the United Nations Development Programme (hereinafter referred to as "UNDP") express the desire to establish a global framework to strengthen the existing collaboration between them and to enhance continuous and close working relationships;

WHEREAS, UNV was created by the General Assembly (GA) in 1970 through GA resolution A/RES/26/59, which established within the existing framework of the United Nations system, with effect from 1 January 1971, an international group of volunteers, the members of which shall be designated collectively and individually as United Nations Volunteers, and in keeping with an evolving mandate, the UNV programme contributes to peace and development through volunteerism worldwide and works with partners to integrate qualified, highly motivated and well supported UN Volunteers into development programming and promote the value and global recognition of volunteerism;

WHEREAS, WHO is a specialized agency of the United Nations that was established in July 1946 and whose objective is the attainment by all peoples of the highest possible level of health;

WHEREAS, WHO confirms its wish to work with UNV towards enhancing an environment within which volunteerism is recognized as a significant element in the success of providing support and assistance to persons of concern to WHO;

WHEREAS, UNV re-confirms its commitment to supporting WHO's mission through volunteerism for peace and sustainable development including the provision of UN Volunteers¹ who are committed to volunteerism and to public health, and who have the appropriate qualifications, skills and profile required for WHO operations;

NOW THEREFORE, UNV and WHO (each individually a "Party" and collectively "the Parties") agree as follows:

¹ The provisions of the present Memorandum of Understanding apply to the both international and national UN Volunteers, unless specific reference is made to only one of the categories.



Article I
Purpose of the Memorandum of Understanding (MOU)

Scope of the MOU

1.1 The present MOU outlines the legal and operational framework of the collaboration between the Parties, as it relates to the deployment and administration of national and international UN Volunteers, including their basic status, rights, and obligations, as set out in the applicable Conditions of Service (hereinafter referred to as "COS", attached hereto as Annexes I and II) for UN Volunteers.

Article II
Status, Privileges and Immunities

Status of UN Volunteers

2.1 UN Volunteers are not staff members of the United Nations or of WHO. UN Volunteers serve under contract with UNV and are governed by the applicable COS for UN Volunteers, the UNV Code of Conduct (COC) contained therein, and the Code of Ethics and Professional Conduct of WHO (*available on WHO's website at <http://www.who.int/about/ethics/en/>*), all of which reflect the principles of the Charter of the United Nations, and other administrative instructions as applicable to the deployment of the UN Volunteer.

2.2 By way of joint consultation, WHO and UNV will seek to ensure, to the maximum extent possible, that applicable privileges and immunities of UN Volunteers are respected in the countries of assignment. UNV will maintain a list of countries which have recognized privileges and immunities for all UN Volunteers and will share it with WHO accordingly. Incidents related to the status of UN Volunteers shall be addressed between the Parties on a case-by-case basis, should they arise. WHO shall raise such incidents related to the status of UN Volunteers, their privileges and immunities, with UNV headquarters immediately when they arise.

2.3 Each UN Volunteer deployed to WHO will be provided with an identification document reflecting their status as a UN Volunteer by the UNDP Country Office in the country of deployment, or other UN office as authorized by UNV.

Article III
Operational Framework

Focal points

3.1 The Parties shall establish focal points at their respective headquarters to support the implementation of all collaboration arising from this MOU. The Parties shall maintain through their respective focal points regular dialogue on all areas of collaboration, including programmatic, administrative and operational aspects of UNV support to WHO operations.



Participation in the planning of WHO operations

3.2 WHO may involve UNV at the appropriate policy and programme planning stages with a view to identifying areas of support to facilitate the application of volunteerism to different areas of WHO's operations.

Programme and administrative support in the field

3.3 The Head of the respective UNDP Office represents UNV in the countries and territories in which UN Volunteers are assigned. Programme and administrative support to UN Volunteers is normally provided through the UNV field presence or designated focal point. In cooperation with the UNDP Country Offices, UNV shall ensure efficient administration of UN Volunteers' entitlements at the country level, including payment of monthly Volunteer Living Allowance (VLA), as per the applicable UNV Conditions of Service.

Candidate identification, selection, recruitment and extensions

3.4 The professional profiles and number of UN Volunteers in any given WHO operation for which WHO wishes to include UN Volunteers, will be jointly discussed by the Parties and determined by WHO on the basis of its overall structure and operational requirements.

3.5 WHO will inform UNV of the required number of UN Volunteers for its operations and provide UNV with a Description of Assignment (DOA) for each deployment. For the most commonly used functions, jointly developed standard DOAs will be used. For functions not covered by the standard DOAs, standardized UNV formats (attached hereto as Annex III a, b and c), specifying the assignment details such as: description of tasks; required qualifications; required professional expertise; technical and language skills; and the contribution of UN Volunteers to peace and sustainable development and to the spirit of volunteerism, will be used. DOAs should be developed in collaboration between UNV and WHO. As UN Volunteers are not United Nations staff members, tasks included in the DOA must not include those reserved solely to UN staff. UNV will review the DOA and approve it subject to applicable UNV policies. Based on this information, UNV shall identify pre-shortlist and submit potential candidates. The final selection of the UN Volunteers shall be done by WHO. In the event that none of the candidates are selected, WHO will provide feedback to enable UNV to better meet WHO's requirements in the re-submission.

3.6 When proposing and selecting UN Volunteer candidates, UNV and WHO respectively shall pay due regard to gender balance and, as applicable, geographical distribution, in accordance with the principles of the United Nations.

3.7 WHO shall endeavour to regularly provide UNV with as much advance notice as possible to meet emerging and continuing demands in the planned number and/or profiles of the UN Volunteers required for a particular operation as well as any necessary extensions of UN Volunteers' deployments.



Accelerated deployment of UN Volunteers in emergencies

3.8 Where necessary and requested by WHO, the Parties may invoke the streamlined and accelerated deployment procedures.

UN Volunteer candidates identified by WHO

3.9 The recruitment of UN Volunteers is the prerogative and responsibility of UNV. UNV maintains a transparent and competitive selection process of the UN Volunteers. In this regard, any candidate proposed by WHO must follow the UNV application and recruitment procedures, including the UNV policy on Locally Identified Candidates for international UN Volunteer assignments (LIC), unless otherwise agreed by the parties.

Pre-deployment briefing, medical clearance and security training

3.10 UNV shall ensure that the UN Volunteer candidates selected by WHO pursuant to this MOU are provided with a pre-deployment briefing, including the principles of the Charter of the United Nations, the standards of conduct as set out in the applicable COS, the COC of UNV (including, but not limited to, the prohibition on, and obligation to report on, any actual or suspected sexual exploitation and abuse), their DOAs as well as living and security conditions in the country and area of deployment.

3.11 UNV shall ensure that selected UN Volunteer candidates provide a duly completed Medical Examination Self Certification for all deployments with WHO. UNV shall also ensure that all UN Volunteers are covered with adequate medical and life insurance², as per the applicable COS, upon signing the UNV contract.

3.12 UNV shall ensure that the UN Volunteer candidates have completed all relevant security trainings, including but not limited to the Basic Security in the Field and Advanced Security in the Field trainings³.

Medical evacuation

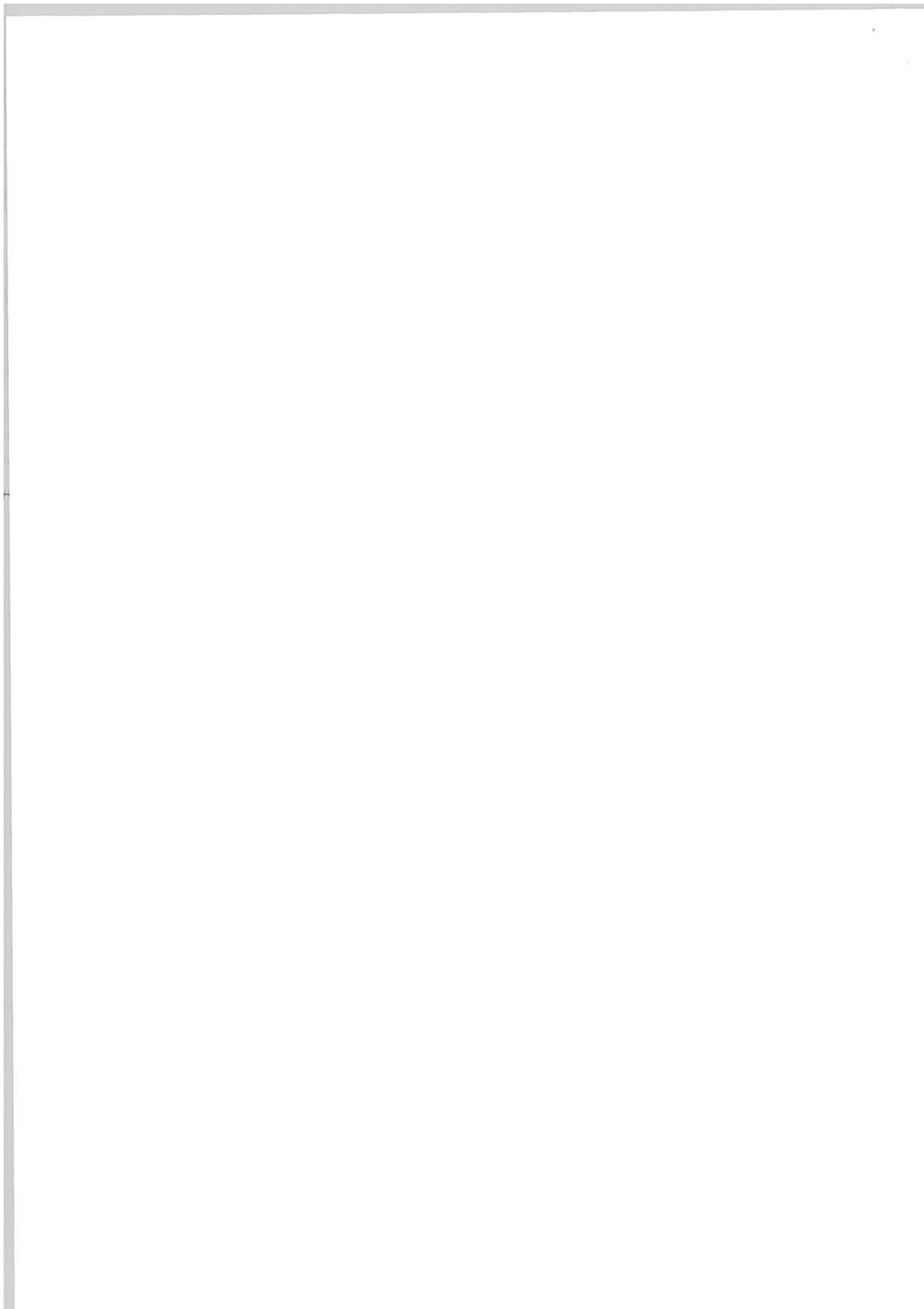
3.13 The determination of the medical evacuation in terms of authorization, evacuation destination, escorts, length, and travel payments is subject to the rules and regulations of UNDP. Particularly, in case of emergency medical evacuations the UNDP Country Office in consultation with the UN designated examining physician and the UN Designated Official may decide the place of evacuation and the need to use international SOS facilities.

Assignment travel, orientation and induction training

3.14 UNV shall arrange and administer assignment travel of UN Volunteers, as applicable, to the place of assignment, including any necessary visas and required security clearances. Upon arrival in the country of assignment, the UNV field presence will organize the administrative check-in procedures for UN Volunteers, in accordance with the

² Pursuant to the COS, life insurance coverage is maintained up to 70 years of age, at which point, as required by the insurance carrier, the coverage ceases.

³ See: UNDSS Training Courses (<https://training.dss.un.org>)



COS. In addition, WHO will provide briefing on the relevant aspects of their assignment, including on the Code of Ethics and Professional Conduct of WHO (*available on WHO's website at <http://www.who.int/about/ethics/en/>*), the WHO Policy on Sexual Exploitation and Abuse Prevention and Response (also *available on WHO's website at <http://www.who.int/about/ethics/en/>*) and the WHO Undertaking (attached hereto as Annex IV), as well as any induction and briefings, as required by WHO.

Supervisory and managerial regime

3.15 While remaining under the administrative authority of UNV/UNDP Country Offices, UN Volunteers shall be under the overall direction and substantive supervision of the WHO staff member in charge of the relevant WHO operation. WHO retains full accountability for the general oversight of the execution of the DOA by UN Volunteers, and shall apply the same managerial supervision and oversight to the execution of the DOA by UN Volunteers as it applies to its staff members, except where the COS for UN Volunteers provide otherwise. All administrative matters related to UN Volunteers are to be managed within the framework of the applicable COS for UN Volunteers in force at the time. WHO and UNV shall cooperate as closely as necessary to enable UNV to maintain the proper administration of the UN Volunteers, including exchange of relevant information.

Assignment Reporting

3.16 UNV and WHO shall ensure that UN Volunteers comply with any reporting requirements of WHO and UNV, as may be applicable to the particular UN Volunteers' assignment.

Performance evaluation

3.17 WHO shall assess the performance of the UN Volunteers deployed to its operations. This shall be done by using the WHO or the UNV performance appraisal reporting format as agreed by the Parties. Appraisals will be done according to the procedural guidelines of the applicable performance appraisal system.

Transport, communication and work-related support

3.18 The WHO operation shall be responsible for the provision and the maintenance of all office space, official transportation, communication and related equipment, materials and other facilities that may be necessary for the UN Volunteers to accomplish their tasks within their DOA, including related costs. This includes the provision of reasonable accommodation measures for UN Volunteers with disabilities, in line with the applicable rules of WHO.

Learning

3.19 In accordance with WHO's Corporate Framework for Learning and Development and in line with the UN Volunteer Learning Policy, WHO will ensure that UN Volunteers are given access to any relevant training programmes and platforms related to the performance of their tasks, including access to WHO's online learning platform (iLearn), as required. In addition to the UNV-organized orientation and



volunteer learning activities at the beginning of their assignments. Subject to the exigencies of service, WHO shall consider UN Volunteers eligible to participate in training programmes and learning opportunities of WHO wherever relevant to their assignments or their professional development. In accordance with the applicable COS, UN Volunteers are also entitled to an individual learning allowance to address the professional and the personal development needs UN Volunteers may have related to or beyond their assignment-specific learning.

IT Security

3.20 WHO shall brief the UN Volunteers on the standard policies for maintaining the security and confidentiality of information stored on IT equipment and its proper care.

Article IV Conditions of Service

Conditions of Service for UN Volunteers

4.1 In administering UN Volunteers, unless otherwise agreed or set out in this MOU, the Parties shall apply the COS for UN Volunteers in force⁴. Without prejudice to clause 8.6, UNV will inform and discuss with WHO any proposed material change, and amendment to, the applicable COS for UN Volunteers and other UNV operational procedures, including the introduction of new or ad hoc entitlements.

Duration of contracts

4.2 WHO shall determine the contract duration and advise UNV of the same, subsequent to which UN Volunteers shall be recruited by UNV for such duration within the maximum duration limits for UN Volunteers. WHO will provide UNV with information relevant to the requirements of the WHO operation for purposes of UNV's contract management, including extensions, and the availability of funds for the contract period. Contract extensions or renewals will be subject to a positive performance appraisal. Ad hoc contract duration at the request of a UN Volunteer shall not be accommodated.

Recruitment of UN Volunteers for non-UNV opportunities

4.3 UN Volunteer assignments are non-career in nature and are not designed with the intention to systematically facilitate the recruitment of candidates for the UN system. However, the Parties recognize that there are circumstances under which UN Volunteers may wish to apply for, and be considered for, non-UN Volunteer job opportunities with WHO. In this regard, WHO will respect the commitment between the UN Volunteer and UNV to serve for the full duration of an assignment, pursuant to the contract between the UN Volunteer and UNV. However, the Parties agree that no non-UN Volunteer job opportunity shall be offered by WHO to any UN Volunteer during the first year of a UN Volunteer's assignment with WHO. UN Volunteers

⁴ The applicable COS are attached as Annex I (for international UN Volunteers) and II (for national UN Volunteers)



assigned to serve with WHO shall document their consent with this understanding as part of the WHO Undertaking.

Rest and Recuperation (R&R)

4.4 Where Rest and Recuperation (R&R) is applicable to WHO staff members, international UN Volunteers deployed to WHO operations are entitled to R&R in accordance with the applicable WHO policies and procedures. All costs associated with R&R will be borne by WHO.

Article V Investigations and disciplinary procedures

Investigative and disciplinary authority

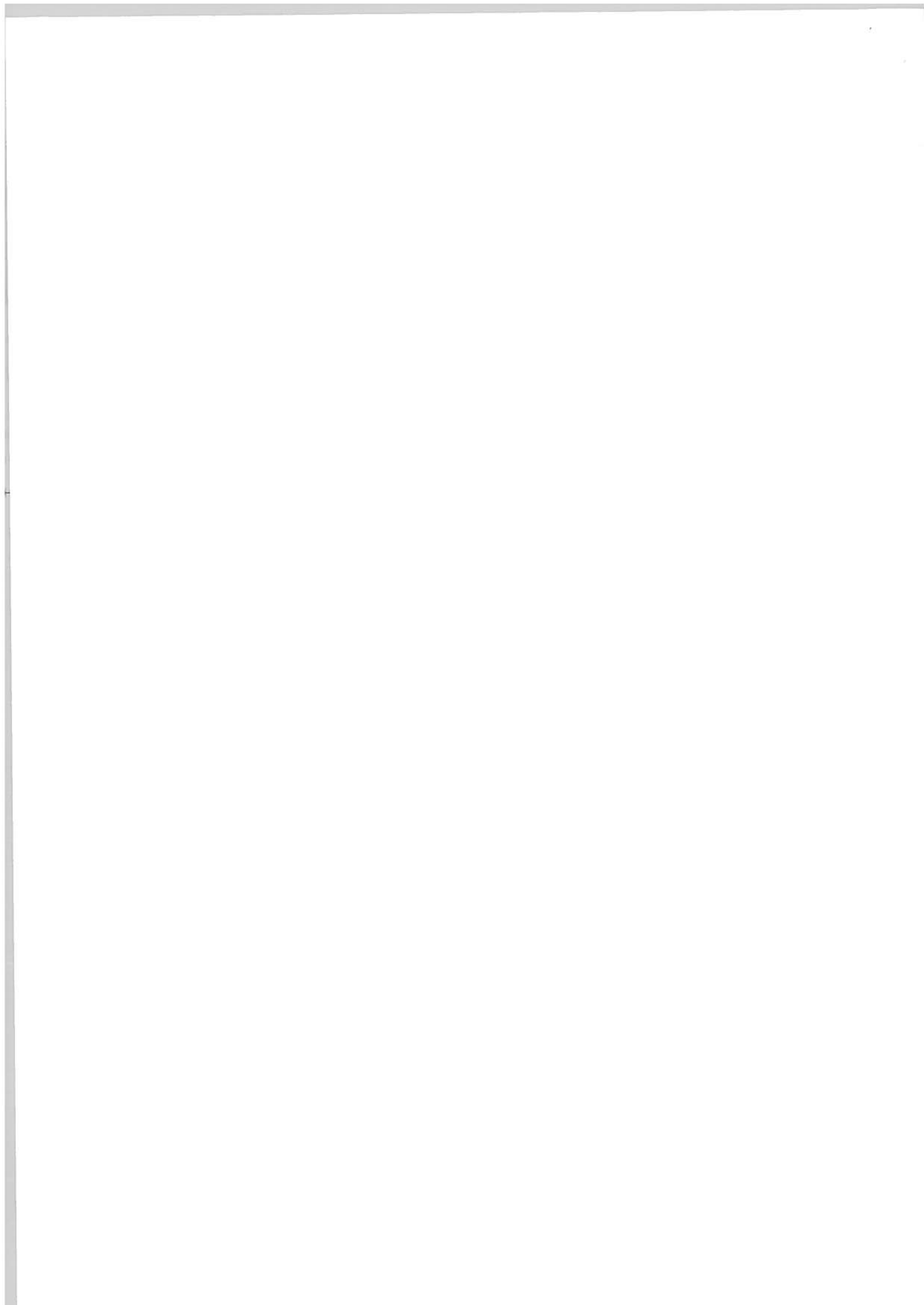
5.1 WHO bears primary responsibility for conducting investigations of allegations involving UN Volunteers assigned to WHO operations, in accordance with its applicable policies and procedures and may, following consultation with UNV, agree on its involvement in the investigation, if any. UNV will take all reasonable steps to ensure that UN Volunteers assigned to WHO operations duly cooperate with any such investigations. As all disciplinary measures regarding UN Volunteers are administered by UNV, where an investigation is carried out by WHO in accordance with this Article, WHO shall provide UNV with details of any substantiated findings, including supporting evidence to enable the UNV Executive Director to take the appropriate decision on the conduct in question, and to impose disciplinary measures if and where appropriate. UNV will inform WHO about its decision and any disciplinary measures taken. Each Party shall be responsible for its costs as incurred in the conduct of its investigation and related processes.

5.2 The WHO policy on protection of individuals against retaliation (Whistleblower Policy)⁵, as it may be revised from time to time, shall apply to all UN Volunteers assigned to WHO.

Suspension

5.3 A UN Volunteer may be suspended by UNV if he or she is subject to a duly authorized investigation for failure to conform with the principles of the Charter of the United Nations or to comply with the applicable COC of UNV and that of WHO, and any applicable WHO specific regulations, policies or administrative issuances governing the conduct of personnel. Throughout the suspension period the benefits and entitlements of the UN Volunteer remain unaffected, except as otherwise provided by the COS. Depending on the nature and the gravity of the alleged incident/misconduct, WHO may request UNV to suspend the UN Volunteer from service in accordance with the applicable COS. Such suspension may, in particular, be contemplated when the conduct in question may prejudice the interests of WHO.

⁵WHO's Whistleblower Policy can be found at <http://www.who.int/about/ethics/en/>.



Withdrawal

5.4 WHO may request that a UN Volunteer is withdrawn from a WHO operation or office when the UN Volunteer is suspended, or where the performance of the UN Volunteer does not meet the requirements, as documented pursuant to the COS.

Article VI Accountability of UN Volunteers and UNV

Financial loss or damage to WHO-owned equipment or property

6.1 A UN Volunteer may be held financially responsible for financial loss or damage to WHO assets, including those assigned to him/her, provided that such loss or damage is determined to have occurred outside of the UN Volunteer's official duties with WHO, or resulted from gross negligence, reckless disregard of applicable rules and policies or wilful misconduct on the part of the UN Volunteer. In such cases, WHO undertakes to review the incident pursuant to its internal policies and procedures and provide UNV with details of any substantiated findings. The UNV Executive Director will then take appropriate action in terms of possible recovery and/or disciplinary action, as appropriate and inform WHO accordingly.

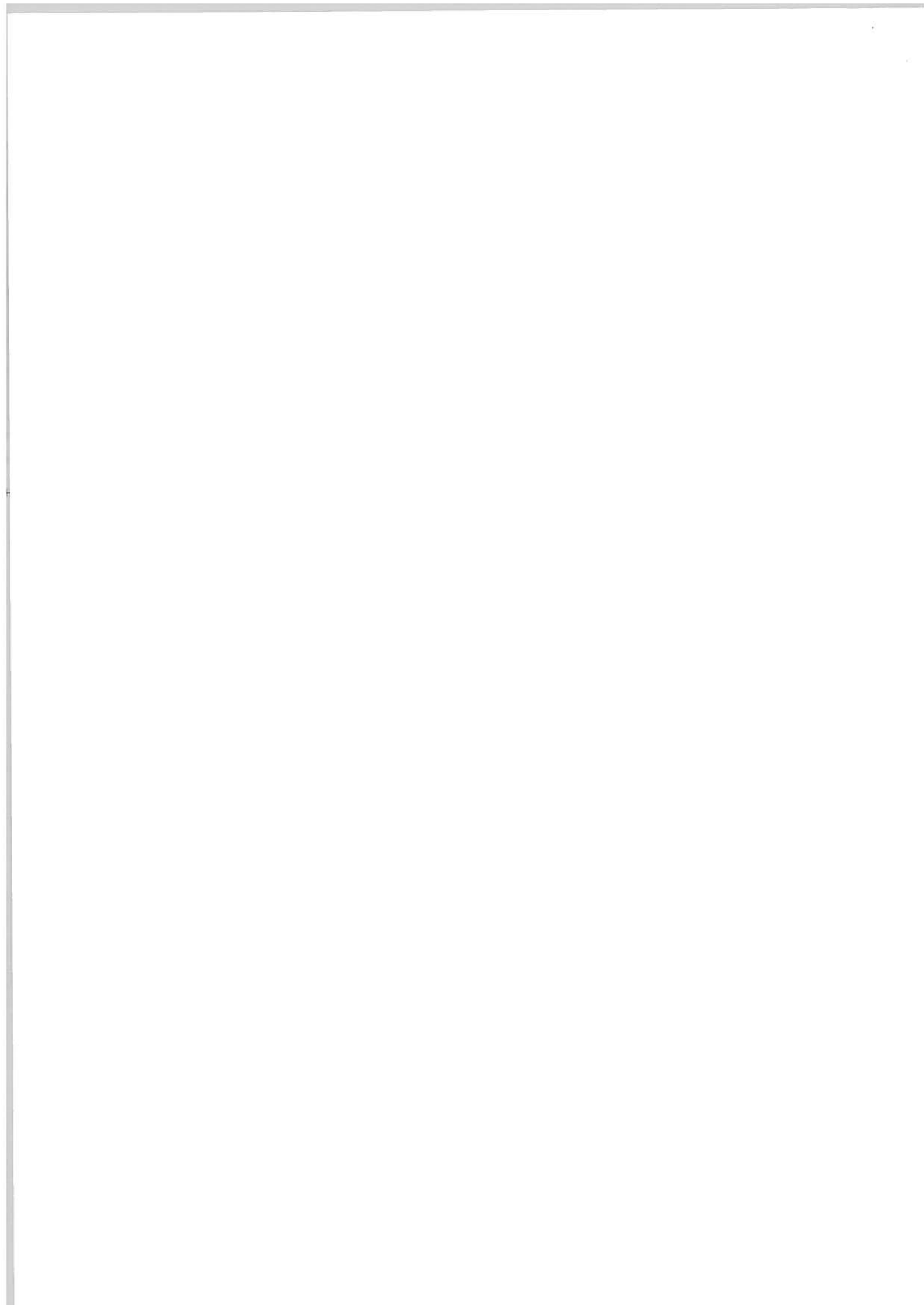
Third party claims

6.2 WHO shall be responsible for handling claims by third parties where the loss or damage to their property, or death or personal injury, was caused by the actions or omissions of UN Volunteers in their performance of services to WHO pursuant to this MOU. If such loss or damage, or death or personal injury is determined to have resulted from wilful misconduct, gross negligence or reckless disregard of applicable rules and policies by the UN Volunteer, UNV will make its best efforts to obtain appropriate reimbursement from the UN Volunteer for amounts paid by WHO to the claimants and all relating costs incurred by WHO in settling such claims.

Article VII Security

General

7.1 UN Volunteers and their recognized dependents authorized to be at the same duty station, are fully covered by and included in policies, standards, and other arrangements of the United Nations Security Management System (UNSMS) applicable to international or national UN personnel. UN Volunteers serving with WHO and their eligible dependents must be fully incorporated into WHO's security planning, management and implementation arrangements for the area of the relevant WHO operation and under the overall authority of the Designated Official.



Residential security

7.2 In line with the applicable COS for UN Volunteers, international UN Volunteers shall be entitled to full reimbursement for residential security measures for the purposes of Residential Security Measures (RSM) compliance as set out by the United Nations Security Management System, up to the maximum costs as approved and authorized by the Department of Safety and Security (UNDSS) for international United Nations personnel in a particular WHO operation and the costs will be borne by WHO.

Security-related relocation, evacuation and related claims and entitlements

7.3 In the event of authorized temporary relocation or evacuation of United Nations personnel for security reasons, entitlements payable to UN Volunteers shall be determined in accordance with the applicable COS for UN Volunteers and the UNSMS, as applicable. All entitlements related to such relocation/evacuation will be charged to the funding source (WHO), as well as the costs of compensation for loss of personal effects in respect of claims submitted by UN Volunteers for such items that are lost or damaged as a direct result of an emergency situation resulting from war, civil unrest/commotion or natural disaster in the country of assignment. In such cases, the claims will be processed by UNV in accordance with the pertinent procedures and the applicable COS for UN Volunteers.

Article VIII Financial arrangements

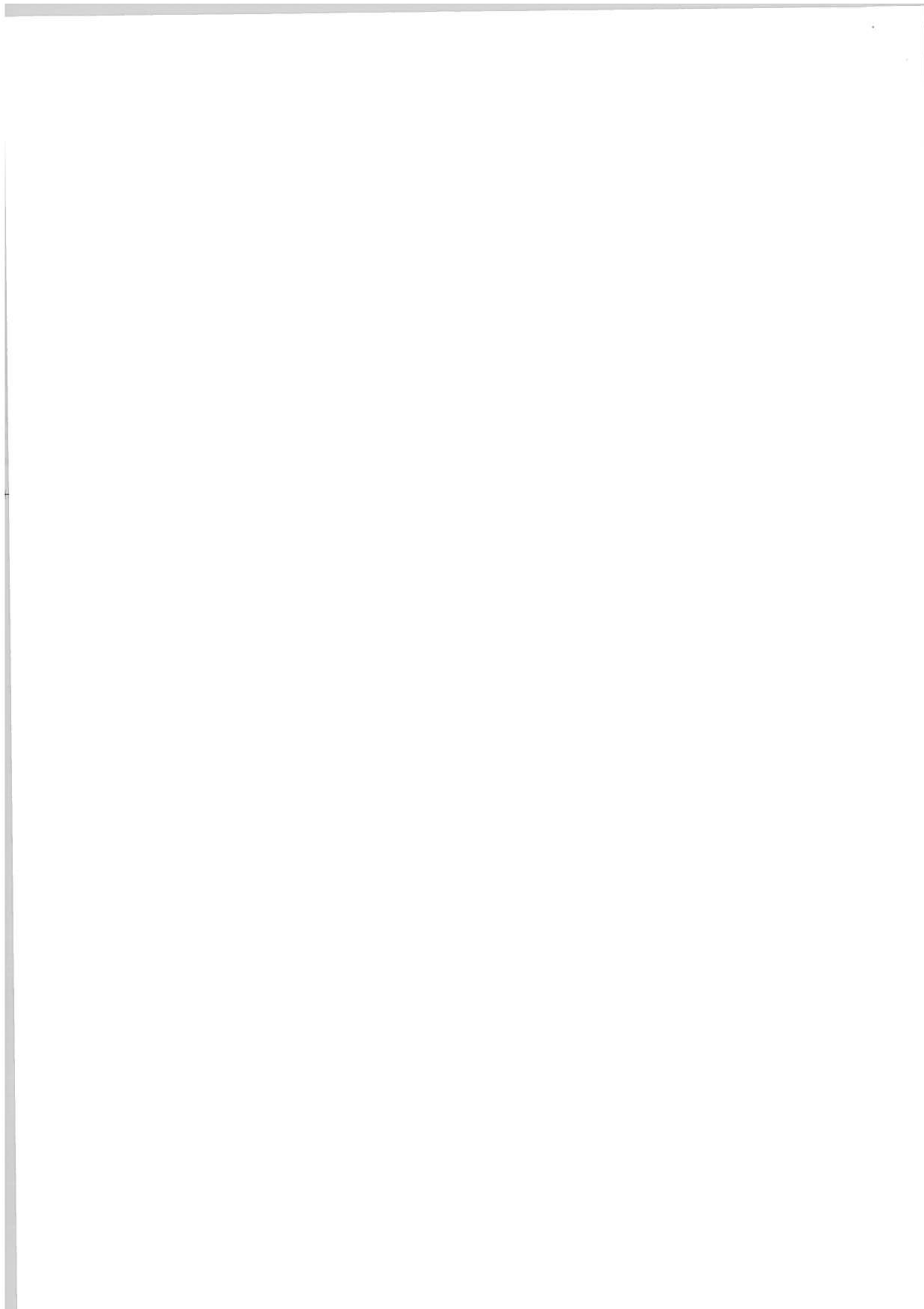
Service Clearing Account

8.1 Reimbursement of costs for UN Volunteer assignments with WHO shall be handled through an established Global Service Clearing Account (hereinafter: "SCA") with UNDP. WHO shall ensure that adequate funds are advanced to UNDP and made available in the SCA to cover estimated expenses linked to the UN Volunteer assignments. For this purpose, WHO shall transfer periodically advances of funds to UNDP's designated account based on estimated cash requirements and taking into account the level of the SCA balance communicated to WHO by UNDP. All the amounts advanced in line with this article will be duly recorded in the SCA.

8.2 The charges debited to the SCA will include all costs incurred by UNV headquarters or UNDP Country Offices for the UN Volunteers assigned to WHO. For this purpose, the standard report issued by the sixth working day of every month by UNDP Office of Financial Resource Management to WHO including all charges made by UNV in the previous month shall constitute the official report.

8.3 The report received as part of the SCA will be submitted in Excel as per Template I (See Annex V). Any change to the reporting template will be notified to WHO three months in advance.

8.4 UNV shall promptly address, clarify and resolve any concerns of WHO related to discrepancies between actual costs incurred, amounts charged to SCA and advances received from WHO.



Costs of UN Volunteer assignments

8.5 UNV shall furnish WHO with an estimate of the costs that will be incurred ("Pro-forma costs") for national / international / UN Volunteer assignments with WHO on an annual basis. The country specific Pro-forma cost estimates as well as the cost elements for a national / international / UN Assignments are attached in Annex VI and VII.

8.6 Periodically, UNV reviews the Conditions of Service (COS) applied to its UN Volunteers. UNV shall inform and discuss with WHO wherever such a review impacts materially on the pro-forma costs of the UN Volunteers. Any proposed material financial implications from such a review will be notified to WHO at least three months prior to becoming effective. Where such financial implications have been notified to WHO at least three months prior to becoming effective, WHO will commit to cover the subsequent additional costs or may decide to terminate that particular contract provided a minimum of 30 days' notice period is given without being liable to pay UNV or the UN Volunteer any additional amount by way of compensation for early termination.

Statistics

8.7 UNV will provide information on UN Volunteers assigned to a WHO on an annual basis.

Article IX

Promotional collaboration and volunteer action

9.1 In recognizing UNV's volunteerism-promoting mandate, and subject to any exigencies of service, WHO accepts that the UNV field presence may mobilize UN Volunteers and other volunteers in-country (including those volunteers serving with WHO) for the promotion of volunteerism at the national level including on occasions such as International Volunteer Day (December 5).

Article X

General Conditions, Entry into Force, Amendments and Termination

General conditions

10.1 Notwithstanding any of the provisions of this MOU, its implementation shall be in compliance with the applicable administrative and financial regulations, rules and procedures of the United Nations, of UNDP, of UNV, and of WHO and subject to the availability of funds on the part of WHO. In the event of any inconsistency the Parties shall consult and agree on an appropriate course of action.

10.2 The Parties shall consult with each other in respect of any matter that may arise in connection with the present MOU.



10.3 Nothing in this MOU shall be understood to alter, delete or amend the administrative provisions applicable to UN Volunteers under the prevailing COS for UN Volunteers. In case of any question or dispute in the implementation of the MOU also affecting UN Volunteers status or entitlements, such matters shall be resolved so as to be consistent with the applicable COS for UN Volunteers.

Entry into force

10.4 This MOU shall enter into force upon signature by the Parties. This MOU, including any amendments and/or complementation as as per Articles 10.7 and 10.8, will represent the entire agreement and understanding with respect to the collaboration between the Parties.

10.5 This MOU shall supersede any previous obligations or responsibilities between the Parties entered into prior to its entry into force. Any pre-existing collaboration shall be governed by this MOU, except as specified herein or by mutual agreement.

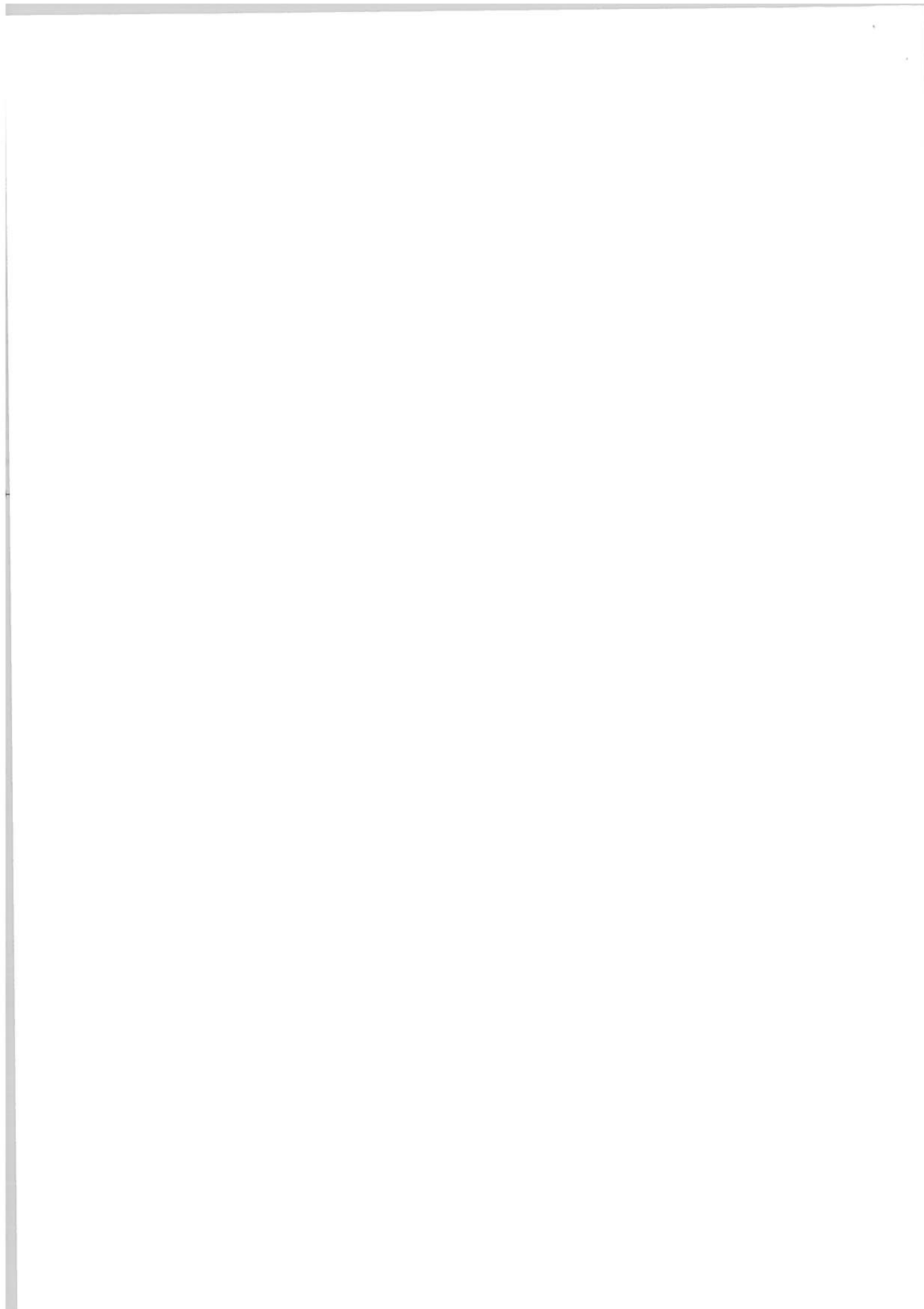
10.6 The following annexes⁶ are attached to this MOU:

- Annex I: UNV Conditions of Service for international UN Volunteers (1 March 2015)
- Annex II: UNV Conditions of Service for national UN Volunteers (31 January 2017)
- Annex III: Standardized UNV DOA format (a) for national UN Volunteers; b) for international UN Volunteers; and c) for UN Youth Volunteers.
- Annex IV: WHO Undertaking
- Annex V: Report Template I
- Annex VI: Cost elements and proforma cost estimates for international UN Volunteers
- Annex VII: Cost elements and proforma cost estimates for national UN Volunteers

Amendments

10.7 This MOU may be amended by written consent of the Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party. Any such amendment once agreed and signed by both Parties shall become an integral part of this MOU. If any article or clause is rendered invalid or obsolete, the MOU shall remain in force and the Parties agree to interpret the remaining articles or provisions so as to give the meaning of the remaining articles and provisions continued effect.

⁶ The annexes referred to in this MOU may from time to time be updated by WHO or UNV respectively. In those cases, WHO or UNV shall provide the respective other with the updated version of the respective annex.



10.8 Should there be a need, this MOU may be complemented through either an Exchange of Letters or another appropriate instrument. However, in any conflict or issue of interpretation, the MOU shall take precedence.

Termination

10.9 This MOU may be terminated by either Party by written notice to the other and shall terminate ninety (90) days after receipt of such notice. However, ongoing activities and commitments will not be affected by the termination, unless the Parties agree otherwise.

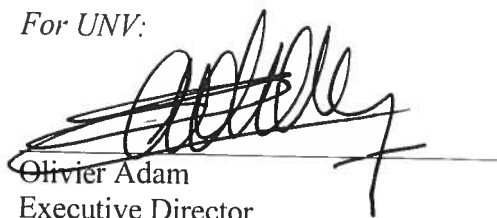
Article XI Settlement of Disputes

11.1 The Parties shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this MOU or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be referred to the Executive Director of UNV and the Director-General of WHO for final settlement.

11.2 Any claims made by a UN Volunteer shall be dealt with by UNV in accordance with the recourse procedure/dispute resolution provisions set out in the COS, in consultation with WHO. Subject to such prior consultation, any costs arising from a formal dispute resolution procedure, including arbitration, as instituted by a UN Volunteer who is or was serving with WHO, will be shared between the Parties based on responsibility and proportionality, which shall be agreed between the Parties.

IN WITNESS WHEREOF, the duly authorized respective representatives of the Parties have signed two (2) originals of the present MOU in English on the dates herein below indicated.


For UNV:


Olivier Adam
Executive Director
United Nations Volunteers

Date: 28-June-2018

Place: Geneva

For WHO:


Tedros Adhanom Ghebreyesus
Director-General
World Health Organization

Date: 28-June-2018

Place: Geneva

