

DONOR ARRANGEMENT

Between

THE WORLD HEALTH ORGANIZATION (WHO)

And

THE DIRECTORATE-GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION POLICIES, MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION OF ITALY

(herein after referred to as the "Donor")

I. This Arrangement relates to a financial contribution to be made by the Donor to WHO towards the implementation of the project '**Appui au renforcement des structures de santé pour l'accès aux soins des migrants et autres populations vulnérables dans la région d'Agadez, Niger**' which is outlined in Annex I hereto, and which is hereinafter referred to as the "Project". Annex I is an integral part of this Arrangement.

II. The budget for the activities financed by the contribution is set out in Annex I. Prior to effecting major changes between categories of expenditure that may be found necessary in the course of implementing the activities, WHO shall consult the Donor.

III. Responsibility

1. WHO shall be responsible for the monitoring and implementation of the Project.
2. The Donor shall be responsible for the provision of funds to WHO for the Project, in accordance with the terms of this Arrangement and its Annex I.

IV. Financial arrangements

1. Schedule of payments

The Donor will provide funding to WHO for a total amount of EURO 350,000, of which the amount for WHO's project costs is EURO 346,535 and the amount for the coordination levy is EURO 3,465 (see paragraph 3. (iii) below), to be paid in one instalment within 90 (ninety) days from the signature of this Arrangement by both parties.

Upon receiving the contribution, WHO will provide the Donor with the written confirmation thereof.

Payment of contribution

The EURO contribution shall be deposited according to the above schedule of payments in the WHO's Geneva bank account:

US\$ World Health Organization

[REDACTED]

and the details of the contribution clearly identified using HQ/DDGO/PHM codes.

2. Utilization of funds and accounting

(i) The contribution shall be used for the purposes indicated in Annex I hereto and shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices of WHO.

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(ii) Under this Arrangement, 13% of expenditure will be deducted by WHO to cover the indirect costs of administrative support, in accordance with World Health Assembly resolution WHA34.17.

(iii) Pursuant to paragraph 10(a) of United Nations (UN) General Assembly Resolution A/RES/72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the project cost (including the programme support cost) as stated in Annex I shall be paid to fund the UN Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by WHO until transfer to the UN Secretariat for deposit into the UN Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the UN Secretariat.

The Donor acknowledges that, once the coordination levy has been transferred by WHO to the UN Secretariat, WHO is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the UN Secretariat as the manager of the Resident Coordinator system.

The coordination levy does not form part of WHO's cost recovery and is additional to the costs of WHO to implement the activity or activities stated in Annex I. Accordingly, there is no obligation for WHO to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by WHO. As deemed necessary by the Donor, however, especially where the scale of the resources concerned or reputational risk justify the refund of transaction costs, the Donor can submit a request for refund to the UN Secretariat directly or through WHO. The responsibility to refund the levy lies with the UN Secretariat, and not with WHO.

The coordination levy for this Arrangement is EURO 3,465. This amount will be transferred to WHO at the bank account above as part of the overall contribution.

(iv) Any interest earned on the cash balance of the contribution shall be used in accordance with WHO Financial Regulations and Rules, and financial and administrative rules and practices of WHO.

(v) Income and expenditure recorded in respect of the contribution shall be identified and kept separately by WHO in the relevant account.

(vi) Any balance of the contribution that is outstanding at the time of completion of the Project, or of termination of this Arrangement, and after all encumbrances (financial liabilities) incurred by WHO prior to completion or termination have been fully liquidated, shall be treated in the following manner:

- If the remaining balance is US\$1 000 or less, WHO shall be entitled to use this balance for similar activities;
- If the remaining balance is more than US\$1 000, this remaining balance shall be used by WHO as disposed by the Donor.

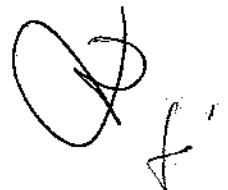
V. Implementation

1. Period of implementation

The start date of the Project shall be 1 July 2020. The end date of the Project shall be 30 June 2021.

WHO shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by WHO. If the start date is postponed for that reason, the end date shall be extended accordingly.

The Donor shall allow WHO a period of up to twelve months after completion of the Project, or any termination of this Arrangement (close date), to liquidate all encumbrances for activities completed by WHO prior to completion or termination.



VI. Reporting

1. Technical

- i) WHO shall transmit to the Donor a narrative interim report for each six month-period of the implementation of the Project by end of the following month,
- ii) a final report on the implementation of the activities financed by the contribution within three months from the termination of the project.

2. Financial

(i) The income and expenditure recorded in respect of the contribution shall be included in the WHO Financial Reports submitted to the World Health Assembly on an annual basis. Certified financial statements of income and expenditure shall be provided to the Donor on a yearly basis, upon request.

(ii) A Final Certified Financial Statement (FCFS) of income and expenditure will be provided by WHO, by the close date of the Arrangement (namely, after settlement of all encumbrances for activities started by WHO prior to completion or early termination of the Arrangement).

VII. Audit

It is understood that all contributions to WHO are subject exclusively to its internal and external auditing procedures. The External Auditors' certification of accounts and audit report is made available to the World Health Assembly on an annual basis. The Donor may request a copy.

VIII. Acknowledgement

WHO will make an appropriate acknowledgement of the contribution in all of its publications emanating from the Project, or in reports that are habitually made available to its Member States. In the absence of the consent of the other party, neither party may otherwise refer to the contribution or to the relationship between the parties in any material of a promotional nature. Of course, donors are always entitled to make reference to their donations in their internal documents and in their annual reports.

IX. Termination

Either party may give the other notice of termination of this Arrangement. Such termination shall enter into effect six months after notice has been received, subject to the settlement of any outstanding encumbrances.

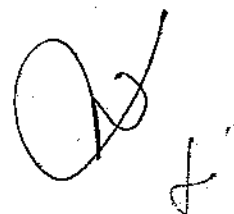
X. Notices

Any notices required under this Arrangement shall be in writing and shall be delivered personally or sent by email or by registered or certified mail to the following addresses:

To WHO:

World Health Organization
Dr Santino Severoni
Director, Health and Migration Programme
Office of the Deputy Director-General
20 Avenue Appia
1211 Geneva
Switzerland
Tel number: 41 79 446 6039
Email: severonis@who.int

Dr Blanche-philomene Melanga
WHO Representative, Niger
1204, Boulevard du Roi Mohamed 6, Quartier Plateau
BP 10 739 Niamey
Niger



Tel nr: +227 20 75 20 39

Email: anyab@who.int

To the Donor:

Ministry of Foreign Affairs and International Cooperation – Directorate General for Italian citizens aboard and migration policies

Director General, Mr. Luigi Maria Vignali

Piazzale della Farnesina I

00135 Rome

Italy

Telephone: +39 06 3691 2814

Email: dgit-05@esteri.it

or such other addresses as either party shall have notified the other party.

Any such communication shall be deemed to have been given or made on the date such letter was hand-delivered, registered or transmitted from the sender's email address, but any assumption of actual notice shall be subject to rebuttal to show that it has not actually been received.

XI. Settlement of disputes

Any dispute relating to the interpretation or application of this Arrangement shall be settled amicably by negotiation between the Parties.

XII. Privileges and immunities of WHO

Nothing contained in this Arrangement shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national and international law, and/or as submitting WHO to any national court jurisdiction.

XIII. Prevention of Corruption and Fraud

1. Both the Donor and WHO are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the WHO Staff Rules and Regulations, and WHO Financial Rules and Regulations and Manual Section VI - Procurement, WHO will use reasonable efforts to ensure that the utilization of the contribution conforms to the highest standard of ethical conduct and that every part of the Organization, as well as all individuals acting on behalf of WHO, observe the highest standard of ethics and integrity.

2. In accordance with WHO's regulations, rules and directives, any allegations of fraud and corruption in connection with the implementation of the Project are required to be reported to the Office of Internal Oversight Services (IOS) in a timely manner. Credible allegations will be investigated by IOS in accordance with its regulations, rules, policies and procedures. WHO will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by WHO.

3. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a contribution made under this Arrangement, WHO will:

a. Use reasonable efforts to recover any part of the contribution, which IOS has established as being diverted through fraud or corruption;

b. In connection with (a) above, in consultation with the Director-General's Office, give proper consideration to referring the matter to the appropriate authorities of the Member States where the fraud or corruption is believed to have occurred; and

c. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the contribution which WHO has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

4. Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential.

5. Any action further to the above paragraphs shall be consistent with WHO's regulations, rules and directives.

XV. Anti-terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, WHO is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, WHO recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. WHO will use all reasonable efforts to ensure that the Contribution is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Arrangement, WHO determines that there are credible allegations that the Contribution has been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as soon as it becomes aware of it inform the Donor and, in consultation with the Donor as appropriate, determine an appropriate response.

XVI. Entry into Effect

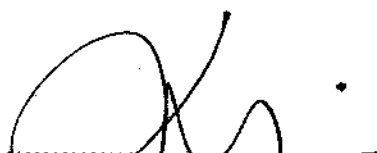
This Arrangement shall take effect upon the signature of this Arrangement by Parties hereto, on the date of the last signature, until completion of all responsibilities of the Parties under this Arrangement.

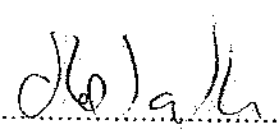
XVII. Financial Invariance

Any financial burden incurred during the implementation of this Arrangement shall not create additional expenses for the Donor than those currently foreseen in the Italian financial budget.

Accepted on behalf of the
Donor:

Accepted on behalf of the
World Health Organization:


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Mr. Luigi Maria Vignali
Director-General for Italian Citizens Abroad
and Migration Policies
Ministry of Foreign Affairs and International
Cooperation, Italy


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Dr Zsuzsanna Jakab
Deputy Director-General
World Health Organization

Place: Rome

Place: Geneva

Date: 22/6/2020

Date: 22/6/2020