



**World Health
Organization**

GENERIC HOSTING TERMS FOR WHO HOSTED PARTNERSHIPS

Final

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INTRODUCTION

In May 2010 the World Health Assembly adopted resolution WHA 63.10 (Annex 1) endorsing the Policy on WHO Engagement with Global Health Partnerships and Hosting Arrangements ("the Partnership's Policy"; attached as an Annex to the Resolution). The Partnership's Policy sets out a framework and criteria to guide WHO's assessment of, and decision to, host formal partnerships and provides specific parameters for hosting partnerships. The resolution also requests the Director-General to "create an operational framework for WHO's hosting of formal partnerships."

Subsequently in January 2012, the Executive Board considered a WHO Report on Hosted Partnerships (EB132/5 Add.1) and requested pursuant to EB decision 132(10) that WHO in consultation with hosted partnerships develop and apply Generic Hosting Terms (the "Hosting Terms") to all its Host Partnerships.

These Hosting Terms issued by the WHO Director-General, set out the operational framework for WHO's hosting and administration of formal partnerships in the context of the WHO Constitution, WHO's Financial and Staff Regulations and Rules, Manual provisions, and applicable policies, procedures and practices including WHO technical norms, guidelines and procedures, and any relevant resolutions of WHO's governing bodies (the "WHO Rules"). Specific adaptations to the WHO Rules as applicable to hosted partnerships are contained in these Hosting Terms. It is important to underscore that the WHO's technical collaboration and interaction as a partner in a partnership, regardless of whether such partnership is hosted by WHO, remains primarily governed by the Partnership's Policy.

1. WHO POLICY AND ADMINISTRATIVE FRAMEWORK

1.1 WHO Hosted Partnerships ("Hosted Partnerships") make significant contributions to the global health agenda and architecture by advancing global health priorities, maximizing outreach and advocacy, informing policy-making and facilitating broader stakeholder engagement. In this regard, hosted partnerships have been particularly successful in raising the profile of certain critical public health issues on policy agendas through their communication and brand-building efforts. They also provide broader platforms that facilitate the participation and engagement of a variety of stakeholders including governments, intergovernmental organizations, nongovernmental organizations, civil society and the private sector. Furthermore, they have successfully mobilized funding commitments to public health initiatives and have galvanized indirect forms of support to WHO programmes. Through public-private initiatives, hosted health partnerships have been a catalyst for product innovation and have promoted accountability for resources and results. In this regard, hosted partnerships have generated opportunities that have contributed to the success of many WHO initiatives.



- 1.2** In accordance with the Partnerships Policy, it is critical to ensure that the overall mandate of a hosted partnership is consistent with WHO’s constitutional mandate and principles and that it does not place additional burdens on the Organization, that it minimizes transaction costs to WHO, adds value to WHO’s work, and adheres to WHO’s accountability framework. In this respect, the Partnerships Policy clearly states that hosting of a partnership by WHO goes beyond the provision of administrative services, and that the activities of the partnership should be in alignment and be synergistic with the WHO technical norms and policies, and that *“the function of the [partnership] secretariat be, and be seen as, part of the functions of WHO”*.
- 1.3** In light of the foregoing, the Hosting Terms aim to foster a shared understanding of what it means to be hosted by WHO in the context of a risk based approach. They are designed to facilitate a harmonious interaction between WHO and its hosted partnerships thereby ensuring that partnership secretariats are able to function as effectively as possible on the basis of a clear, transparent and mutually beneficial understanding of the relationship with the host organization. This in turn will help the partnership and its secretariat to focus on the successful delivery of its strategy and work plan in accordance with its core mandate and within the frame of the Partnerships Policy. In addition to being a resource contributor as well as a full and active programmatic partner that shares the responsibility with other partners for shaping partnership policies and strategies and facilitating their achievement and implementation, WHO also contributes to a partnership through these Hosting Terms. This contribution is manifested through a recognition of the distinct mandate, function and governance of a partnership while at the same time underscoring the robust application of WHO’s administrative, control and accountability framework which the partnership secretariat, stakeholders and donors can rely on.

2. PROGRAMMATIC RELATIONSHIP WITH WHO AND PARTNERSHIP STRUCTURES

2.1 Partnership Mandate:

Each partnership, through its constituting documents will describe its mission/purpose, function (hereinafter collectively referred to as the “Mandate”), as well as description of its relationship to WHO programmes. In this regard, the partnership must fulfil its Mandate in a manner that is synergistic with WHO's core mandate and not be duplicative of its work. More specifically, the partnership’s objectives, key activities, organizational framework, structure and functions (inclusive of any subsidiary units and functions) should be consistent with the mission and mandate of WHO.

2.2 Partnership Board:

The partnership governance entity (the “Partnership Board”) provides leadership and direction to the Partnership, and monitors the implementation of its agreed policies, plans and activities. In view of the specific nature of the hosting relationship and the related interaction with the WHO rules, the partnership secretariat is expected to inform WHO in advance of proposed changes to the objectives, key activities, organizational framework, structure and functions (inclusive of any subsidiary units and functions) of the partnership. This is the case notwithstanding the fact that WHO would normally become aware of such changes by virtue of its role as a member of the Partnership Board.

2.3 Partnership Secretariat:

a. Role

The role of the partnership secretariat is to support the Partnership in terms of administration and operations in pursuit of the partnership Mandate. Subject to funding availability and the WHO Rules, the partnership secretariat will implement the partnership Mandate and board approved strategy or similar document.

b. Legal Status

Partnership secretariats derive their legal status from WHO and share the same obligations, benefits and status as the host organization. In this regard, in hosting a partnership, WHO lends its administrative, fiduciary and legal framework to the partnership secretariat. This means that when the secretariat of a WHO-hosted partnership transacts with third parties, it is WHO that enters into the relevant contracts and makes commitments on the partnerships’ behalf. In view of this, the activities of a partnership secretariat as well as its staff are subject to WHO Rules.

3. HUMAN RESOURCES

3.1 Partnership Secretariat Staff

Partnership secretariat staff are WHO staff members and shall be selected on a competitive basis in accordance with WHO Rules. The Director-General will invite representatives of the Board to participate in the selection process of the Executive Director (“ED”), and will delegate authority for the recruitment of other staff of the partnership secretariat to the ED, in accordance with WHO Rules.

3.2 Reassignment Process:

- a. Subject to WHO Rules, externally recruited staff assigned to a partnership secretariat may, in the event of post abolition, be eligible to participate in a reassignment process that is limited to positions in the partnership secretariat, when available.



- b. WHO staff members that are reassigned to the partnership secretariat from another position in WHO and/or who are eligible to participate in a WHO-wide reassignment process in accordance with applicable WHO Rules, shall retain such eligibility if the partnership secretariat post that they occupy is abolished.

3.3 Geographical Mobility:

Staff assigned to a partnership secretariat shall not be subject to WHO's Geographical Mobility Policy explicitly. Notwithstanding the foregoing, partnership secretariat staff holding WHO contracts are eligible to indicate their interest in positions listed in the WHO mobility compendium.

3.4 Gender and Geographical Distribution Requirements:

The WHO Rules on gender balance and geographical distribution shall not apply to selections to partnership secretariats. However, senior management in partnership secretariats are encouraged to pay due regard to diversity in selection.

3.5 Partnership Secretariat Staff head count and recruitment freezes:

Partnership secretariats shall not be subject to any WHO initiated mandatory head count limits or recruitment freezes that may, from time to time, apply to WHO departments and programmes.

3.6 Position Classification and Titles:

The classification of partnership secretariat posts shall be conducted in accordance with WHO Rules and staff assigned to partnership secretariats shall hold position titles that are approved by WHO's Human Resources Department (HRD).

3.7 Staff Secondments, Loans or Transfers:

The secondment, loan or transfer of persons to partnership secretariats from outside WHO shall in all respects be carried out and managed in accordance with the WHO Rules.

3.8 Review and approval of Partnership Secretariat HR plan:

In view of the financial and administrative implications associated with the staffing of a partnership secretariat, its organizational structure and staffing plan and any subsequent changes to them, shall be submitted for review and comment to WHO. The secretariat ED or the Partnership Board through its Chair or Vice-Chair, as appropriate, will work with WHO to resolve any concerns raised.

3.10 WHO Staff Association:

Staffs assigned to a partnership secretariat at HQ or in the regions are eligible for membership in the WHO Staff Association at HQ or the regional office, as appropriate.

3.11 Executive Director:

a. Function

- I. The ED shall provide overall leadership to the partnership secretariat, shall be responsible for the management, administration, direction and guidance of its work, and shall provide advice to the Partnership Board in setting policies and developing strategies for the partnership. The duties of the partnership secretariat staff shall be determined by the ED in accordance with WHO Rules. WHO will seek to accommodate partnership requests to the extent possible.
- II. The ED shall establish an organizational structure and staffing plan to meet the goals and objectives of the Partnership, in consultation with the Partnership Board and WHO (as at 3.8 above), and shall be responsible for overseeing the implementation of the partnership secretariat's work plan and budget.

b. Selection

The selection of the ED shall be made in accordance with the WHO Rules, with the adaptations listed in Appendix A:

c. Performance Appraisal

The ED and all partnership secretariat staff shall be exclusively subject to WHO's Performance Management and Development System ("PMDS"). The Partnership Board shall develop a process for providing feedback on the ED's performance to the ED's first-level supervisor. Such feedback shall be communicated through the Partnership Board Chair or Vice Chair in writing or in a closed session of the Partnership Board. The feedback shall be made known to the ED and shall be taken into account by the ED's supervisors as part of the WHO PMDS process.

d. Probation Period

The ED's first-level supervisor shall consult the Partnership Board Chair before it is decided whether to confirm the appointment of the ED, at the conclusion of the probationary period.

e. Reporting Line

The WHO Director-General, or the Regional-Director in the context of a regional partnership, taking into account the scope and nature of the partnership's activities, determines the staff members who shall be designated as the ED's WHO first and second level supervisors.

f. Delegation of Authority



WHO shall provide the ED with a Delegation of Authority (“DOA”) premised on the one set out in Appendix B to these Hosting Terms. The DOA has been developed taking into account the governance, financial, programmatic and administrative specificities of hosted partnerships and existing practice. WHO will consider in good faith and in the context of a risk based approach, the need for any specific adaptations to the DOA that may be necessary and appropriate in order to facilitate the work of the partnership secretariat.

g. Duration of Appointment

The duration of the ED’s WHO appointment, and the duration of any extension thereof, shall be determined by the Partnership Board in alignment with WHO Rules.

4. FINANCIAL

4.1 Partnership Budget and WHO Programme Budget:

a. Budget

Budgets of partnership secretariats will be outside the WHO Programme Budget. The partnership secretariat will submit its budget and work plan to the Partnership Board for review and endorsement and shall periodically report on the implementation thereof to the Partnership Board. Budgets and financial reports of hosted partnerships shall be provided to the WHO Comptroller or Director of Administration and Finance (DAF) where relevant before submission to their respective Boards who will advise on good practice and sustainability and raise any concerns with the Board when appropriate.

b. Long-term staff liabilities

Any unfunded staff liabilities i.e. for staff separations would be the responsibility of the partnerships. These liabilities are not covered by the cost recovery methodology and reimbursement modalities that are set out in Appendix C to these Hosting Terms. The partnership secretariat budget shall include a reserve to make sufficient provision for long-term staff liabilities which shall be computed based on a methodology to be developed by the WHO Comptroller. In the context of a regional partnership, the methodology shall be developed in consultation with the relevant DAF. The partnership secretariat shall ensure that this budget line item is validated by the WHO Comptroller or DAF prior to submission of the secretariat budget to the Partnership Board for endorsement with the WHO Comptroller or DAF raising concerns with the Partnership Board when appropriate.

4.2 Recording Income for Partnerships:

Contributions and other funds received by WHO for the benefit of the partnership secretariat will be maintained and recorded within the WHO accounting systems in a dedicated partnership secretariat account.

4.3 Donor Contributions:

With due regard to WHO Rules, the partnership will mobilize all required funds to support the activities and staffing of the partnership secretariat, as presented in the approved work plan and budget. The partnership secretariat shall consult with WHO's Coordinated Resource Mobilization ("CRM") unit or regional partnership team as it plans and implements its resource mobilization efforts in order to share information and coordinate approaches to donors and to avoid duplication of efforts. This consultation, could for example, take place through the sharing of the partnership's resource mobilization strategy.

4.4 Partnership Grants:

In order for WHO to process a grant payment to a third party beneficiary of a partnership secretariat grant, the partnership secretariat must demonstrate to WHO that the grant has been authorized by the Partnership Board or is pursuant to specific delegation of authority that the Board has provided in writing to the ED.

4.5 Partnership Secretariat Contracts to partners:

Contracts entered into with Partnership partners for goods and services to be procured by the partnership secretariat shall be subject to the WHO Rules.

4.6 Financial commitments:

The obligation of WHO to implement any particular aspect of the partnership secretariat programme is conditional upon WHO having received all necessary and sufficient funds or donor commitments in writing relating to financial contributions (as determined in accordance with the WHO Rules). WHO shall not be obliged to open awards in advance of receipt of funds where there is due cause to question whether pledges will be fulfilled. WHO will issue all payments on behalf of the partnership secretariat.

4.7 Currency:

Grants to the partnership secretariat and payments made by WHO on behalf of the partnership secretariat may be made in any currency, however, the accounting unit is normally the United States dollar. The equivalent in United States dollars of other currencies is established on the basis of the United Nations operational rates of exchange. Where a grant is denominated in a currency other than the United States dollar and the amount is greater than 1 million United States dollars equivalent, the grant should be notified to WHO FNM in order to discuss whether to hedge the currency risk of the United States dollar value of the grant devaluing between the signing of the grant and the receipt of the funds. The Partnership Board should take



into account currency fluctuations in order to ensure full funding for the partnership secretariat.

4.8 Investments:

WHO shall invest the funds held in the WHO partnership account in accordance with the WHO Rules for the sole and exclusive use of the partnership. Investment and interest income accruing from the partnership contributions shall be used in accordance with WHO Rules for the sole and exclusive use of the Partnership.

4.9 Reporting:

WHO, as applicable, will maintain accounts for the partnership secretariat in accordance with the International Public Sector Accounting Standards (IPSAS). Separate financial statements of revenue and expenditure will be prepared by the partnership secretariat, certified (or cleared where more appropriate) by the WHO Office of the Chief Accountant or the Regional equivalent and provided to the Partnership Board at least on an annual basis. The partnership secretariat shall have access to WHO financial information systems as is necessary for it to provide interim unaudited financial statements to the governance entity semi-annually as is necessary in order to provide interim financial statements to the governance entity.

4.10 Cost Recovery:

a. Full cost recovery:

WHO has been required by its governing bodies to ensure full cost recovery in connection with the hosting of partnerships.

b. Indirect Costs:

In this regard, partnership secretariats will be charged for hosting costs in accordance with the cost recovery methodology and reimbursement modalities that are set out in Appendix C to these Hosting Terms. In applying this methodology WHO will seek to ensure that costs are predictable and consistent.

c. Recovery of direct costs:

Above and beyond indirect costs collected, WHO and the partnership secretariat will agree before the costs are incurred, the cost of any additional services requested by partnerships or any additional direct costs (e.g. administrative, legal, audit, policy and technical support costs) incurred in providing additional functions for partnerships and implementing or supporting their activities.

5. AUDIT, MANAGEMENT REVIEWS AND INVESTIGATIONS

5.1 Audits:

- a. The partnership secretariat will be subject to internal audit in accordance with the policy and procedures of WHO's Office of Internal Oversight Services (IOS) and to external audit in accordance with the WHO Rules.
- b. WHO adheres to the UN Single Audit Principle which applies to WHO hosted partnerships.
- c. IOS may conclude an internal memorandum of understanding with the partnership secretariat in order to supplement the internal audit arrangements for the partnership secretariat. Such arrangement would, among others things, cover issues such as the outsourcing by IOS of the audit process, the scope and frequency of audits and the recovery of related costs from the partnership secretariat.

5.2 Investigations:

- a. The partnership secretariat shall, in all respects, be subject to the internal investigations framework and policy of WHO.
- b. The Director-General may in his/her discretion request IOS to conduct an internal investigation of partnership secretariat staff member or activity. In addition, IOS may decide to initiate such an investigation in accordance with its mandate and existing practice. To the extent possible and appropriate, the Director-General and IOS will keep the Partnership Board Chair or Vice - Chair informed of such internal investigation.
- c. The scope of such investigation shall be agreed by IOS.
- d. The costs associated with an internal investigation shall be charged to the partnership secretariat.

5.3 Management Reviews / Programmatic Evaluations

- a. WHO and/or the partnership secretariat/Board may request WHO/IOS to conduct a management review or programmatic evaluation of the partnership secretariat. Notwithstanding the foregoing, the partnership secretariat and/or Board will be encouraged to have routine external review of the partnership by a third party as a matter of good practice.
- b. If such management review or programmatic evaluation is requested by the Partnership secretariat/Board, then the scope of such review or evaluation shall be discussed and agreed by the Partnership secretariat/Board in consultation with IOS.



- c. The report resulting from a management review or programmatic evaluation shall be shared with the ED and the Partnership Board in consultation with IOS and the Director-General.
- d. The costs associated with a management review or programmatic evaluation requested by the Partnership Board shall be charged to the partnership secretariat.

5.4 Disclosure of Internal Audit / Investigation Reports and WHO Management Reviews to Partnership Boards:

- a. WHO reports relating to internal audits and investigations are confidential. Such reports are addressed to the Director-General or Regional Director (RD) with a copy to the ED. The Director-General or RD may in his/her discretion decide to release the report to an external party including a Partnership Board and will, unless there are, in his/her view, exceptional circumstances, share as much information as possible with the Board through the Chair or Vice Chair, as appropriate.
- b. Notwithstanding the foregoing, WHO shall, on an annual basis, provide a summary report to the Partnership Board on key findings and actions taken in relation to internal audits, investigations or management reviews relating to the partnership secretariat, as relevant.
- c. In addition, the ED's first level supervisor will in so far as is appropriate and with the Director-General's or RD's approval, present and discuss key findings and actions taken, in a closed session of the Partnership Board.

6. GOVERNANCE

6.1 The Partnership Board:

The Partnership Board provides leadership and direction to the partnership, including review and decision on proposed budgets, and monitors the implementation of its agreed programmes, activities, and budget.

6.2 WHO Review and Clearance of Board Governance documents:

Creation or revision of partnership core documents, including the constitution, bylaws, board operating procedures, as well as membership criteria should be developed in consultation with the WHO Office of the Legal Counsel ("LEG") and the WHO Partnerships and Non-State Actor department ("PNA") or their Regional equivalents to ensure consistency of the governance entity functions and governance documents with WHO's accountability framework to its Member States and WHO's legal and constitutional requirements, while taking into full consideration the established custom and practice. Members of the Partnership Board are

required to be attentive to conflict of interest issues (both in their capacity as members and concerning the activities of the governance entity) and are required to manage them pursuant to appropriate entity conflict of interest principles developed by the Partnership Board in consultation with LEG.

6.3 WHO’s relationship with the Partnership Board:

Unless determined otherwise by WHO, WHO will be full member of the Partnership Board including any subsidiary organs that have executive or decision making authority. In this capacity, WHO will act collaboratively to shape policy and will also work with the Partnership Board on the hosting aspects including to ensure consistency of the Board’s functions and governance documents with the WHO Rules and the Organization’s policy framework, including its accountability framework to its Member States. WHO will designate its representative(s) to the partnership Board.

6.4 Board Meeting Closed Sessions:

At each Partnership Board meeting, a closed (*without the presence of the partnership secretariat*) session may be held at the request of WHO or the Partnership Board during which either party would discuss any relevant partnership secretariat management issues.

6.5 Representation of Partnership Secretariats on Governance Organs of External entities:

In view of the fact that partnership secretariats derive their legal status from WHO and that partnership secretariat staff are WHO staff, representation of partnership secretariat staff on the governance organs of external entities shall be subject to approval by WHO taking into WHO Rules as well as the Mandate and programmatic needs of the partnership.

6.6 Reservation:

In all circumstances, if WHO, after consultation with the Partnership Board (either as a whole, through its Chair or through its Executive Committee), considers that the implementation of a decision related to the work of the partnership made by the Partnership Board or under consideration by it would be inconsistent with the WHO Rules or its policy framework or could give rise to inappropriate liability for WHO, WHO (and any staff member of WHO, including those assigned to the partnership secretariat) shall refrain from implementation of such decision. Similarly, WHO reserves the right to not implement any partnership secretariat activity or action that is contrary to its Rules.

6.7 Private Sector Representation on Partnership Boards:



Private sector representation on a Partnership Board is possible on the basis of the outcome of due diligence and conflict of interest assessment to be conducted in accordance with the WHO Rules.

6.8 Co-sponsored events:

Partnership secretariats are subject to the WHO Rules, notably the Manual provisions on co-sponsorship of external events with third parties.

7. LIABILITIES

7.1 Liability:

- a. WHO is an active partner in a hosted partnership and shares responsibility with other Partnership Board members over partnership secretariat decisions and their consequences.
- b. Board Member Responsibility: It is understood that each Partnership Board member or the organization they represent shall be responsible for acts that such member carries out in support of the Partnership on behalf of their organization.
- c. Reimbursement due to Damages, Losses, Costs and Expenses: To the extent that WHO, as the host organization, incurs any damages, losses, costs and expenses (including legal fees and costs) arising out of claims and liabilities that are related to or result from activities carried out in the name of the partnership, including but not limited to staff claims and appeals, then WHO in consultation with the partnership secretariat will be entitled to seek reimbursement for such damages, losses, costs and expenses (including reasonable and justifiable legal fees and costs) from the Partnership's assets held by WHO on behalf of the Partnership.
- d. Insufficiency of Funds for Reimbursement: To the extent that such assets are insufficient to cover damages, losses, costs and expenses (including legal fees and costs) incurred by WHO, as the host organization, WHO shall bring the matter to the attention of the Partnership Board, which shall in turn agree on an appropriate reimbursement framework and modalities.
- e. Board Consultation: WHO shall promptly consult with the Partnership Board in relation to any such claims, liabilities, damages, losses, costs and expenses and the reimbursement thereof.

7.2 Staff Claims:

- a. WHO is an active partner in a hosted partnership and shares responsibility with other Partnership Board members over partnership secretariat decisions and their consequences.
- b. Financial Responsibility for Staff Claims: The partnership is responsible for all costs associated with or arising from claims of any nature (including those arising from the closure or transfer of a partnership secretariat) brought by staff members assigned

to the partnership Secretariat against WHO (or WHO/the partnership), including for all of WHO's associated work in this regard unless the claim relates to service prior to transfer to the partnership secretariat. In this regard, costs include those incurred by WHO in defending such claim, legal fees, damage awards and costs; payments made pursuant to an internal proceeding; and monetary payments ordered by the ILO Administrative Tribunal.

- c. Defense of Staff Claims: WHO will be responsible for defending, or for overseeing the defense of, any appeal, grievance or complaint made by a partnership Secretariat staff member to an internal body, including a WHO Board of Appeal, or to the Administrative Tribunal of the ILO (ILOAT) and will consult and update the Partnership Board through the Chair or Vice Chair to the extent possible and appropriate.

8. EXTERNAL RELATIONS

8.1 Interactions with Ministers and/or Senior Government Officials:

In order to ensure consistency of messaging and coordination with WHO's work, when engaging with ministers and/or senior government officials, partnership secretariats, through the ED, shall keep the ED's first level supervisor informed of the key issues / outcomes of such interactions.

8.2 Engagement with Non-State Actors:

The activities of partnership secretariats with non-state actors shall be subject to the Framework for Engagement with Non-State Actors.

8.3 Goodwill Ambassadors:

Without the prior review and express authorization of WHO, partnership secretariats may not appoint partnership goodwill ambassadors.

9. COMMUNICATIONS, IT AND INFORMATION PRODUCTS

9.1 Branding:

The Partnership brand (name, logo or other visual identifier) is a critical aspect of its fundraising, communication and advocacy strategy. The fact that a partnership secretariat is legally part of WHO also means that the use of the partnership brand is intrinsically associated with the host organization. In this regard, the partnership secretariat shall:

- a. ensure that the partnership brand is at all times used in manner that supports and promotes WHO and in no way harms the reputation and professional integrity of the Organization;



- b. have policies and processes in place that ensure that the partnership brand can only be used by the partnership secretariat. Members of the Partnership Board or any associated partner may not use the partnership name and emblem without the partnership secretariat prior written consent nor the WHO name or emblem, without WHO's prior written consent.
- c. ensure that application of WHO Manual Provision VIII.8.3 pertaining to the *"Use of the logos of partnerships hosted by WHO"* with any variations agreed by the relevant WHO headquarters or Regional office authority.
- d. ensure that the joint use of the partnership's name or emblem with another organization's emblem for any information product will be subject to WHO Manual rules as set out in sections I.7, V.2 and Part VIII with any adaptations agreed by the relevant headquarters or Regional office authority and notes in the partnership secretariat log of exceptions.

9.2 Website:

To make clear the relationship between a Hosted Partnership and WHO and ensure an appropriate level of legal protection of a partnership secretariat website, such website must be within the WHO domain and maintained in accordance with the WHO Rules and clearance procedures (see Part VIII of the WHO Manual) with the WHO web team endeavouring to accommodate specific partnership secretariat requirements. In the event that a partnership has technical requirements that cannot be accommodated on the WHO site, alternative arrangements may be discussed and agreed with the relevant headquarters or regional office authority.

9.3 Email Addresses:

Partnership secretariat email address shall indicate the name of the partnership in addition to that of WHO e.g.: *"doej@savetheplanet.who.int"*

9.4 Communications:

Communications, including the use of social media, surrounding the partnership's implementation of the approved work plan (including publications, press releases meetings, circulation of documents, other information products such as advocacy, web or news materials, and events) are subject to the WHO guidelines and administrative procedures (see Part VIII of the WHO Manual). In this regard, the partnership secretariat shall ensure that all external communications including media and publicity campaigns, press releases, interviews as well as the use of communication tools and strategies involve consultation and coordination with WHO's Communication Department ("DCO") and the Office of the Director- General or RD. .

9.5 Partnership Specific IT needs:

Costs for generic IT services provided to the Organization as a whole are included as an indirect cost that is part of the cost recovery methodology. However, partnerships secretariats shall be financially responsible for any additional and partnership specific IT needs. In order to avoid duplication of IT infrastructure and

information systems as well as implication on their security and performance, partnership secretariat IT needs shall be subject to coordination with WHO's Information Management and Technology department. Requests for partnership specific IT needs will be charged to the partnership secretariat.

9.6 Information Products:

Information products developed by the partnership secretariat shall follow the WHO clearance procedures as outlined in Part VIII of the WHO Manual. To reflect the legal status of the partnership, the copyright notice would appear as follows: "© World Health Organization (acting as the host organization for, and secretariat of, the partnership) [year]".

10. REVIEW AND TERMINATION OF THE HOSTING RELATIONSHIP

10.1 PBAC review:

In accordance with Executive Board decision EB132(10), the WHO Programme, Budget and Administration Committee of the WHO Executive Board will periodically review the arrangements for hosted health partnerships including with respect to their contributions to improved health outcomes, WHO's interaction with individual hosted partnerships, and the harmonization of their work with the work of WHO . This is in addition to the programmatic review mentioned in paragraph 5.3 above. The partnership secretariat will keep the Partnership Board apprised of such review.

10.2 Termination of Hosting Relationship:

a. Termination Notice

The Partnership Board or WHO, as appropriate, may decide to close the partnership, dis-establish the partnership secretariat and /or terminate the WHO hosting relationship with the provision of at least six months' written notice. Such notice shall be issued by the Board Chair or Vice Chair in the case of a partnership and by the Director-General in the case of WHO. The notice period may be waived or changed if both parties so agree.

b. Consequences of Termination

In the event of closure of the partnership, termination of the hosting arrangement or dis-establishment of the partnership secretariat, WHO, the partnership secretariat and the Partnership Board shall work together to ensure a smooth and orderly transfer or winding down of activities in accordance with an implementation plan to be developed jointly with WHO. Notwithstanding the foregoing, certain decisions relating to the administrative closure or transfer of the secretariat shall be



solely made by WHO, in consultation with the Partnership Board or secretariat, as appropriate. These include decisions relating to:

- I. the abolition of partnership secretariat positions;
- II. the extension and/or termination of contracts of partnership secretariat staff;
- III. the determination of staff related financial liabilities and entitlements;
- IV. the conclusion of staff settlements and the amount and terms pertaining thereto; and
- V. the settlement of outstanding legal obligations with financial consequences.

c. Settlement of Outstanding Obligations

Upon termination of the hosting relationship, any outstanding obligations for activities commenced by WHO prior to the effective date of (a) the partnership closure or (b) the dis-establishment or transfer of the partnership secretariat shall be fully satisfied by the partnership secretariat. Furthermore, WHO and the Partnership Board, through its Chair or Vice Chair, will agree the most appropriate means of transferring ongoing projects to a successor organization or winding up the project to the satisfaction of all parties. Subject to prior consultation with the Partnership Board, WHO shall have the right to access partnership assets held by WHO on behalf of the partnership and reimburse itself for any outstanding obligations resulting from partnership activities. To the extent that such assets are insufficient to cover the related costs incurred, WHO shall bring the matter to the attention of the Partnership Board, which shall in turn agree on an appropriate reimbursement framework and modalities.

d. Application of Remaining Funds.

After all obligations incurred by WHO prior to the effective date of the closure or transfer of the partnership secretariat have been fully liquidated, any funds remaining to the credit of the partnership shall be applied to the purposes of the partnership, as directed by the Partnership Board.

e. Transfer of rights, marks, logos and related rights

Upon the termination of the hosting arrangement or transfer of the partnership secretariat, WHO will transfer all rights to any marks or logos pertaining to the partnership secretariat, and to any copyrights, held by WHO as host for the benefit of the partnership, as well as rights to any derivative works, to the entity directed by the partnership Board, without charge (except for any actual costs incurred). WHO will retain a non-exclusive, sub-licensable, worldwide, royalty-free right to use, reproduce and distribute partnership secretariat publications issued prior to effective date of the termination or transfer.

11. OTHER

11.1 Privileges and Immunities:

Given that partnership secretariats are part of the WHO secretariat and that partnership secretariat staff are WHO staff, the privileges and immunities of WHO apply, as appropriate, to the partnership secretariat.

11.2 WHO Travel Bans:

Partnership secretariat staff shall not be subject to WHO cluster or Regional Office travel ban periods.

11.3 Partnership Secretariat attendance at WHO Cluster Meetings:

To facilitate coordination and alignment between WHO and partnership secretariats, the ED or a designated partnership secretariat representative shall attend relevant WHO cluster or Department meetings called by the relevant Assistant – Director General or Regional Director in the context of a regional partnership.

11.4 Temporary Advisers and Non-Staff:

Temporary advisers and other non-staff members providing services to the partnership secretariat may be selected by the ED and engaged by WHO in accordance with WHO Rules in particular, but not limited to, WHO's Conflict of Interest policy.

11.5 Interaction with WHO Country and Regional Offices:

Partnership secretariats should coordinate country level activities with the WHO country office and the relevant Regional Office, particularly when such activities involve meetings with senior government and non-governmental officials.

11.6 Translation and Interpretation services:

Partnership secretariats may contract their own translation and interpretation support.

11.7 Joint Committee WHO-Hosted Partnerships ("JCWHP")

- a. The JCWHP serves as a forum where coordination on programmatic and administrative issues impacting the hosting relationship are discussed. The JCWHP is consultative and not a decision making body. The JCWHP will be chaired by the Executive Director DGO. It will comprise the Executive Directors of Hosted Partnerships, their corresponding first level WHO supervisor, ADG GMG and the WHO Legal Counsel. The head of the partnership unit in the Office of Policy and Strategic Direction is the secretary of the JCWHP.
- b. The WHO secretariat shall, as appropriate, consult the JCWHP before submitting proposals concerning hosted partnerships to its governing bodies and when it is aware of changes to the Rules that will substantially impact partnerships capacity to fulfill their established mission. Partnership secretariats shall inform the JCWHP on



discussions within their respective governing bodies relating to the hosting arrangements.

12. APPLICABILITY OF THE HOSTING TERMS, AMENDMENTS AND EXCEPTIONS

Relationship with other Board Policies:

These Hosting Terms will serve as the primary document governing the administrative hosting relationship between WHO and a hosted partnership. In case of inconsistency between these Hosting Terms and partnership core documents, including the constitution, bylaws, board operating procedures, WHO and the partnership secretariat or the Board, through the Chair or Vice Chair, will hold consultations to resolve such inconsistencies and seek to find a mutually acceptable solution the outcome of which will be noted in the partnership log of exceptions.

12.2 Entry into force:

These Hosting Terms will enter into force upon their promulgation by the Director-General. Partnership secretariats currently hosted in WHO will be provided with a reasonable period of time to consult their respective Boards on these Hosting Terms prior to their promulgation by the Director-General. For the avoidance of doubt, these Hosting Terms will not require modifications to existing contracts with WHO staff assigned to partnership secretariats.

12.3 Amendments:

It is understood that these Hosting Terms may be updated or revised by WHO from time to time as is necessary or appropriate and in accordance with mechanisms established by WHO for that purpose which will include consultation with partnership secretariats. WHO shall endeavor to keep the partnership secretariat and Partnership Board regularly informed of any new or revised WHO regulation or rule that would materially impact the operations of the partnership secretariat and allow adequate time for discussion.

12.4 Exceptions:

Exceptions to the provisions contained in these Hosting Terms based on specific and justifiable needs of a hosted partnership or on existing agreements shall be subject to approval by the Director-General or Regional Director and shall be recorded in a log of exceptions dedicated to each hosted partnership maintained with the Partnerships and Non-State Actors department ("PNA") or its Regional equivalent and the respective partnership secretariat.

* * * *

Appendix A

Adaptation to WHO Rules for the Selection of a Partnership Executive Director

- I. Position Description: When there is an existing ED position description, WHO, in consultation with the Partnership Board through its Chair, shall review it and update, as necessary. For a new ED position, the Partnership Board, through its Chair, shall inform WHO of the proposed duties of the post. In all cases, the position description shall be subject to classification and approval by WHO.
- II. Vacancy Notice: The vacancy notice shall state that special selection procedures apply.
- III. Search Firm: The Partnership Board may decide to use the services of an external search firm. The search firm shall be selected on a competitive basis in accordance with WHO Rules, with the firm’s Terms of Reference agreed jointly with WHO. The associated costs shall be borne by the partnership secretariat.
- IV. WHO Selection Panel: Members of the Selection Panel shall usually include the first-level Supervisor of the position, or designate; a representative of the staff designated by the Staff Association; an Independent Panel Member (a WHO staff member with technical knowledge of the subject area to be identified by the Office of the Director General (DGO) or RD (RDO), and HR representative. The Partnership Board may designate up to three Board members as members of the WHO selection panel. The selection process, including the shortlisting of candidates, interviews and testing, and deliberations of the selection panel shall be confidential; members designated by the Board shall sign a Confidentiality Undertaking. The selection panel shall endeavor to reach a consensus recommendation and will submit its report with an unranked list of candidates recommended for selection to the Partnership Board and to the Director General or Regional Director for consideration.
- V. Partnership Board Role: The Partnership Board shall, through its Chair, submit its recommendations to the WHO Director General or RD, indicating its preferred candidates together with an explanation as to why the candidates are being proposed.
- VI. Appointment



The Director-General, or RD, taking into account the Partnership Board recommendation communicated through its Chair and the report of the selection panel, shall select and appoint the ED candidate.

- VII. Special Arrangements: Any adaptations of the WHO Rules on selections, other than those stated in paragraphs I – VI, above, shall be subject to the prior approval of the Director-General.

Appendix B

Delegation of Authority

Will need to be customized as appropriate for Regional Partnerships

From: Assistant Director-General, **To:** Executive Director **Date:**
Partnership

I hereby delegate to you the authorities set forth below in your capacity as Executive Director of Partnership_XYZ Secretariat. These authorities are delegated on condition that they are exercised in compliance with the WHO Constitution, WHO's Financial and Staff Regulations and Rules, Manual provisions, applicable policies, procedures and practices (the "WHO Rules") and the Partnership Hosting Terms. These delegations are subject to usual and customary financial, legal and administrative clearances.

Programme

1. To plan and implement activities for achievement of expected results as indicated in the approved Programme Budget through the Health Systems and Innovation work plan, and in accordance with the Partnership work plan and budget endorsed by the Partnership Board, including subsequent modifications due to programme changes, according to the functions for which you are responsible in order to meet the Partnership's objective and expected results. You are accountable to the Assistant Director-General of the _____ Cluster for ensuring that the workplan approved by the Partnership Board is, where applicable, consistent with the work plan of the _____ cluster area of Work, in order to ensure that Partnership activities are in accordance with the Organization's objectives and expected results.
2. To conclude and sign memoranda of understanding, grant agreements, letters of agreement, purchase contracts, consultancy contracts, service agreements, programmatic commitments and other legal arrangements (including with international and regional intergovernmental organizations) to be entered into by WHO for the benefit of the Partnership), as is necessary to support its goals and priorities, as approved by resolution of the Board.

Financial

3. To prepare the budget for the Partnership for endorsement by the Board and to incur expenditure to implement the Partnership work plan and budget endorsed by resolution of the Board. This must include ensuring that correct procedures are followed for the selection of suppliers to ensure value for money for the Organization, evidenced by proper adjudication reports; grants are fully aligned to programmatic objectives and procedures are followed to ensure accountability of



grantees; and that travel expenditures are fully justified in accordance with programme objectives as well as travel policies. Any other expenditures over \$70,000 must be approved by ADG/_____.

4. In close consultation with ADG/____, to undertake negotiations with ministries of health and other government agencies, international and regional intergovernmental organizations, UN agencies, foundations, NGOs, partnership initiatives, enterprises and other organizations for financial support, for the performance of work and for other activities and resource mobilization in furtherance of the Partnership's objectives; and, in implementation thereof, to sign letters of agreement, agreements for performance of work, agreements for financial support, memoranda of understanding, grant agreements, contribution acceptances or other legal instruments with such parties, pursuant to the Partnership work plan and budget endorsed by resolution of the Board. It is understood that the Executive Director has no authority to open or operate a separate bank account using Partnership resources.
5. To present reports to the Partnership Board at least annually on the activities of the Partnership Secretariat, to include information on the achievement of the Secretariat work plan, such reports to be previously approved by the ADG _____.

Staffing

6. To appoint fixed term and temporary staff members assigned to the Partnership Secretariat staff (including staff seconded to WHO for assignment to the Secretariat) up to and including grade P.05 or its equivalent, and to appoint Temporary Advisers. Appointments of staff members shall be made in accordance with Article 9 of the Partnership MoU. All staff appointments must be in accordance with the approved work plan of the Partnership Board, and are subject to confirmation by the ADG _____ Cluster.
7. To reassign staff at the same grade between posts based in Geneva within the Partnership Secretariat up and including grade P.05 or its equivalent. Any other reassignments of staff must be referred to the Director-General for decision.

Posts and Organizational Structure

8. Creation, classification and abolition of posts and restructuring within the Partnership Secretariat must be referred to the Director-General.

Re-delegation

9. These authorities may not be re-delegated without my expressed agreement.

General

10. The following principles are to be up-held in carrying out the authorities delegated to you, that you:

- i) Act in accordance with the Financial and Staff Regulations and Rules;
 - ii) Ensure that risks affecting the achievement of the mandate of the Organization have been identified, assessed and adequately managed;
 - iii) Comply with policies and procedures for internal controls in order to ensure the effective and efficient use of resources; and
 - iv) Demonstrate transparency and accountability through accurate and timely delivery and reporting of results.
11. You must provide me with an annual representation providing assurance on the adequate functioning of internal controls in your exercise of this delegated authority.
12. This delegation of authority cancels and supersedes all previous delegations of authority. Additional delegations are also stated in the WHO Manual. In case of conflict, the delegations in this memorandum shall prevail over Manual provisions.
13. I will monitor the exercise of this delegation through the WHO performance management system. These authorities may not be re-delegated without my express agreement.

ADG



Appendix C

Cost Recovery Methodology and Reimbursement Modalities Proposed Methodology for apportioning Administration and Management Costs among Hosted Partnerships

1. Introduction

The Cost Recovery Methodology and Reimbursement Modalities contained in this Appendix is the outcome of a consultative process involving partnership secretariat representatives and relevant WHO departments that formed a Working Group to work on this issue. The Working Group was tasked with proposing a simplified methodology for full cost sharing of Administrative and Management costs. The rationale for this exercise is to ensure that common costs incurred in supporting the proper functioning of WHO, entities, and hosted partnerships are shared in a fair and equitable way. For example, the cost of common services such as finance, HR, payroll services, IT, security, and other similar services cannot be tracked to a single partnership; therefore, a mechanism by which to allocate and share the cost is needed.

2. Guiding principles

WHO is not a service provider, but hosts partnerships which do not otherwise have a legal identity so that they can pursue public health objectives that are in line with those of WHO. Administrative Service Agreements (ASAs), fee for service models, and similar activity based costing methods have therefore been ruled out because they conflict with the notion of WHO as a host and create an expectation of a service level agreement, in addition, they are difficult to establish and costly to manage. The proposed new methodology seeks to meet the following principles and criteria:

- **Fairness and transparency:** The methodology should be unbiased and relevant information is shared and disclosed. Hosted partnerships should contribute to their fair share of the cost of running the organization in a way that neither WHO nor any of the partnerships is seen as subsidizing or getting a free ride for common services paid for by Member States and donors.
- **Harmonization:** The methodology should be consistent among the partnerships and any exceptions should be avoided or minimized. Adjustments would only be considered based on materiality and whether ignoring such adjustments would put the partnership at a significant disadvantage. Adjustments, if any, should be properly justified.
- **Simplicity and cost effectiveness:** The goal is to simplify the current process. The new approach of sharing the common costs should not in itself become cumbersome and create additional burden but should be simple and easy for partnerships and WHO

to scrutinize and inexpensive to manage and implement. This suggests the use of approximations rather than detailed tracking and costing, with a view to achieving equitable outcomes consistent with the principles underpinning this process.

The methodology for cost allocation needs to address two key components:

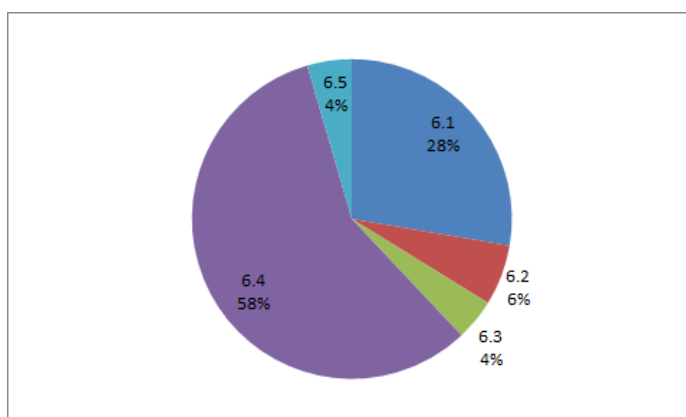
- Costs to be shared: What is included in the cost pool that would be apportioned among the hosted partnerships, and what services can hosted entities expect in return to be provided without additional costs.
- Basis for apportionment: The basis on which to apportion the costs by using an appropriate cost driver i.e. headcount, office space, etc...

3. WHO’s corporate services

Corporate services, sometimes referred to as Administration and Management or Category 6, are the services that facilitate the work of WHO to achieve all other strategic objectives and priorities. WHO’s strategic objectives are currently organized in Categories 1 to 6. Categories 1 to 5 are considered programmatic in nature and are outside the scope of this exercise. Category 6 covers the Administration and Management functions of leadership, governance and oversight, policy setting, administration, and support services that are necessary to maintain the ongoing activities of the Organization. Those functions are structured as follows:

- 6.1 Leadership and Governance
- 6.2 Transparency, Accountability and Risk Management
- 6.3 Strategic planning, resource coordination and reporting
- 6.4 Management and administration
- 6.5 Strategic communications

The relative weight of each sub category is as follows¹:



¹ Source: 2014-15 budget for Category 6



Leadership and Governance (6.1): The work in this sub category aims to strengthen the oversight by the governing bodies, achieve greater alignment of agendas with the general programme of work and the programme budget, and promote better harmonization and stronger linkages between the regional committees and the global governing bodies. It includes the office of the DG and RDs, WHO country representatives, legal counsel, governing bodies and external relations, editing, translation and language services, policy and strategic directions.

Transparency, Accountability and Risk Management (6.2²): This sub category includes functions related to managerial accountability, evaluation, transparency, risk management and compliance, internal control, internal audit and oversight, ethics, JIU, and the internal justice system.

Strategic planning, resource coordination and reporting (6.3): This is concerned with financing and alignment of resources in a results-based management framework. It encompasses strategic planning, operational planning, budget management, performance assessment, resource mobilization, and reporting at all three organizational levels.

Management and administration (6.4³): Management and administration includes the following cost categories. Below are some examples of the main activities under each category:

- Finance: Managing accounts and expenditure, control, financial reporting, treasury and investments, accounts payable and payments, payroll, pension and health insurance
- HR: Setting policies, recruitment, development and learning, administer and process entitlements, and managing staff data
- Information Technology: IT strategy and policies, networks, telephony, systems and applications management, GSM, and help desk
- Operations Support: Facilities, utilities, maintenance, procurement, transport and meeting services, supplies, asset and inventory control, records and archives, and security
- WHO share of common UN services; External audit; common insurance costs

Strategic communications (6.5): Strategic communications represents a crucial role in providing the public with timely and accurate health information, including during emergencies. In addition, to communicating work, impact, and visibility.

4. Costs to be shared

² 6.2 also includes components that are covered by POC, they are categorized separately under 96.2 in order to avoid double counting.

³ 6.4 also includes components that are covered by POC, they are categorized separately under 96.4 in order to avoid double counting.

It is proposed that the costs to be shared (the cost pool) would include only a sub-set of category 6 namely; the cost of 6.2 Transparency, Accountability and risk Management and 6.4 Management and Administration.

The division of functions within category 6 is clear cut but inevitably there are elements that could reasonably be considered administrative/managerial in nature; elements such as legal, translation services, and the cost of governing body meetings (under 6.1) and operational planning, budgeting and reporting (under 6.3). However, 6.2 and 6.4 capture the major components of Administration and Management that hosted partnerships draw on and exclude other components like leadership and planning that are less relevant. This does not imply that partnerships derive no benefit from these “excluded” functions or indeed that they are the beneficiaries of every single service provided under 6.2 and 6.4. Sub categories 6.2 and 6.4 represent a reasonable proxy for the range of services that partnerships utilize. It is assumed that any “free” benefits partnerships derive from 6.1, 6.3, and 6.5 are approximately offset by the cost of services that they do not utilize under 6.2 and 6.4.

Costs across the three levels of the Organization

It should be noted that the costs grouped under Category 6 cover administration at the three levels of the Organization, that is, headquarters, regions and country offices. While most partnerships are based at headquarters, it is proposed that no distinction is made between costs that pertain to the different levels and that all would be treated as part of the cost pool and apportioned in line with the proposed methodology. This reflects that WHO is a single entity; that many of the management functions are run at the global level; and that partnerships benefit from the presence in countries and regions both practically and by being linked to an organization with global reach and profile. It is also consistent with the principle of efficient cost recovery since it avoids the complexity and cost of identifying shares of common services at the different levels. It should be noted that this broader pool is not necessarily detrimental for partnerships, since it has an impact on the numerator and the denominator of the calculation.

Additional charges and specific ‘discounts’

The cost pool will stand as a proxy for all Administration and Management costs and, by paying their apportioned contribution, partnerships will be deemed to have covered their appropriate share of Administration and Management and be entitled to use all services, just as any WHO department or unit. Notwithstanding this expectation or the rejection of fee for service models, there are certain exceptions:

- Specific services requested by partnerships: the costs of routine services including regular legal work required by WHO will be assumed to be covered by the apportioned share (even where these fall under 6.1 which is excluded from the cost pool). It is proposed, however, that for work that exceeds the normal pattern or scale of that required by WHO departments, additional charges will be levied for the



direct work performed. These charges would be pre-agreed with the partnerships and handled through a separate billing mechanism.

- Credit for partnerships covering the cost of functions themselves: in line with the principles above there will be no attempt to capture and compensate for all smaller differences or fluctuations in the volume and range of services that different partnerships utilize. However, partnerships that explicitly contribute to the cost of WHO positions or utilize non-WHO office space; these costs will be estimated and discounted from the apportioned cost if such costs fall under 6.2 and 6.4.

5. Proposed Basis for apportionment

The variety of common services and the complexity of tracking exactly which services are provided to each partnership make a single cost pool the most workable tool for identifying the total cost to be shared. For similar reasons, it is not feasible to find a basis of apportioning costs to the various partnerships that captures in detail the extent to which they use the common services. Therefore, the choice of a suitable basis is a matter of judgment and approximation, informed by the principles of an equitable sharing of costs and avoiding an overt subsidy in either direction and minimizes transaction costs.

It is proposed that the basis for apportionment would be the relative staff costs of partnerships as compared to the total costs of staff. The rationale is that staff costs are a major cost driver of Administration and Management costs as staff occupy space, utilize IT infrastructure, benefit from security services, and so on. They serve as an approximate measure of the cost of services consumed and offer a reasonable indication of the size and scale of a partnership relative to WHO as a whole.

This method also has the key advantage of using easily verifiable figures that are used in audited financial statements and it avoids the costs and the need to continuously perform a headcount of staff.

Proposed Formula to be used for apportionment of Administration and Management:

*Staff costs for a Hosted Partnership / Total Staff costs * Expenditure under Programmes 6.2, 96.2, 6.4 and 96.4 (at the three levels of the Organization).*

Notes:

- The Administration and Management apportionment would be calculated and billed yearly (around March/April) using the actual expenditure of the previous year. Differences between the actual expenditure and the billed amount will be adjusted in the following year's calculation.

- The process of collecting PSC and POC would remain the same, however, they would be considered in calculating the remaining balance to be paid to or received from partnerships. ASAs will be discontinued.
- Staff costs would exclude tax equalization expenditure, POC payroll charges, as well as expenditure relating to TP and TQ funds. (TP and TQ are staff benefit funds that cover annual leave, assignment, education grant, repatriation, and similar benefits).



Annex I

**WHA 63.10 Partnerships & Annex (Policy on WHO
Engagement with Global health Partnerships and
Hosting Arrangements)**

SIXTY-THIRD WORLD HEALTH ASSEMBLY

WHA63.10

Agenda item 18.1

21 May 2010

Partnerships

The Sixty-third World Health Assembly,

Having considered the report on partnerships;⁴

Recognizing the critical need for, and contribution of, collaborative work by WHO to achieve health outcomes and the diversity of such collaborations;

Noting that WHO's Constitution, the Eleventh General Programme of Work, 2006.2015 and the Medium-term strategic plan 2008.2013 describe collaboration and coordination as core functions of the Organization;

Noting further that the growth of health partnerships and other forms of collaboration have increased greatly in the past decade;

Considering the need for WHO to have a policy governing its engagement in, and hosting of, partnerships in a manner that avoids duplication of WHO's core responsibilities in partnerships' activities.

Welcoming the collaboration of WHO with stakeholders based on clear distinction of roles that creates added value, synergies and coordination among different programmes that support achievement of global and national health outcomes and reduced transaction costs,

1. ENDORSES the policy (as annexed) on WHO's engagement with global health partnerships and hosting arrangements;
2. CALLS UPON Member States to take the policy into account when seeking engagement by the Director-General in partnerships, in particular with regard to hosting arrangements;
3. INVITES concerned organizations of the United Nations system, international development partners, international financial institutions, nongovernmental organizations, representatives of communities affected by diseases, and private-sector entities to enhance their collaboration with WHO, in a synergistic manner, in order to attain the strategic objectives contained in the Medium-term strategic plan 2008.2013;

⁴ Documents A63/44 and A63/44 Corr.1.



4. REQUESTS the Director-General:
 - (1) to continue collaboration with concerned organizations of the United Nations system, international development partners, international financial institutions, nongovernmental organizations, representatives of communities affected by diseases, and private-sector entities in implementing the Medium-term strategic plan 2008.2013 in order to advance the global health agenda contained in the Eleventh General Programme of Work, 2006.2015;
 - (2) to create an operational framework for WHO's hosting of formal partnerships;
 - (3) to apply the policy on WHO's engagement with global health partnerships and hosting arrangements, to the extent possible and in consultation with the relevant partnerships, to current hosting arrangements with a view to ensuring their compliance with the principles embodied in the policy;
 - (4) to submit to the Executive Board any proposals for WHO to host formal partnerships for its review and decision;
 - (5) to report on progress in implementing this resolution to the Sixty-fifth World Health Assembly through the Executive Board at its 129th session, the various actions taken by the Secretariat in relation to partnerships in implementing the policy on partnerships.

ANNEX

POLICY ON WHO ENGAGEMENT WITH GLOBAL HEALTH PARTNERSHIPS AND HOSTING ARRANGEMENTS

1. This document presents WHO's policy that provides a framework to guide WHO's assessment of, and decision concerning, potential engagement in different types of health partnerships; it also provides specific parameters to be applied in cases where WHO agrees to host a formal partnership.
2. The set of criteria noted below aims to guide WHO's decision making about when and how to engage in partnerships, and how to develop, revise or terminate that engagement. WHO favours, as a general principle, mechanisms within WHO that facilitate collaboration without involving separate governance structures.
3. The number of global health partnerships, initiatives and other forms of collaboration has increased steadily over the past decade. The term "partnerships" is being used generically to include various organizational structures, relationships and arrangements within and external to WHO for furthering collaboration in order to achieve better health outcomes. These range from legally incorporated entities with their own governance to simpler collaborations with varied stakeholders. Diverse terms such as "partnership", "alliance", "network", "programme", "project

collaboration”, “joint campaigns,” and “task force” may be used in the title of these partnerships, although this list does not represent a typology.

4. Examples of different partnerships include legally incorporated entities external to WHO (e.g., Global Fund to Fight AIDS, Tuberculosis and Malaria, the GAVI Alliance, the Medicines for Malaria Venture) and unincorporated partnerships within WHO with their own governance (e.g., Stop TB Partnership, Partnership for Maternal, Newborn and Child Health, Roll-Back Malaria Partnership, UNITAID, the Global Health Workforce Alliance, and the Health Metrics Network).
5. As part of its core functions, WHO manages several collaborative efforts that are fully under its managerial control and accountability and for which there are no separate governance arrangements, and are designed to provide a means to collaborate with multiple stakeholders. Examples include networks, programmes, task forces and project collaborations such as the Global Outbreak and Response Network, Global Noncommunicable Disease Network, Guinea Worm Eradication Program, Meningitis Vaccine Project, Global Polio Eradication Initiative, and the Global Task Force on Cholera Control.

Definition

6. For the purposes of this policy, the term “formal partnerships” refers to those partnerships with or without a separate legal personality but with a governance structure (for example, a board or steering committee) that takes decisions on direction, workplans and budgets. WHO currently serves as the host organization for several formal partnerships which have not been established as legal entities. WHO’s decision-making process for engaging in partnerships, outlined below, applies in all cases whether or not the partnership is external to the Organization.

Criteria for WHO’s engagement in a partnership

7. In all situations in which the Secretariat identifies a need for, or is asked to participate in, a partnership it will use a decision tree (see Appendix) based on the criteria below to review such requests and identify alternatives as necessary. This process applies to all forms of partnership regardless of whether WHO is hosting it, or those not hosted by WHO in which WHO seeks, or is asked, to serve as a partner at a technical level.
8. The following criteria will be used to assess future partnerships and will guide the relationship with the existing formal partnerships.
 - (a) **The partnership demonstrates a clear added value for public health** in terms of mobilizing partners, knowledge and resources, and creating synergy, in order to achieve a public-health goal that would otherwise not be met to the same extent.



(b) **The partnership has a clear goal that concerns a priority area of work for WHO** reflected in WHO's strategic objectives, and for which realistic time frames are provided. Participation would represent an extension of WHO's core functions, policies, and relative strengths to other organizations, and would reinforce the quality and integrity of WHO's programmes and work.

(c) **Partnerships are guided by the technical norms and standards** established by WHO.

(d) **The partnership supports national development objectives.** In cases where a partnership is active at country level and seeks to help to build capacity in-country, WHO's engagement would help to harmonize efforts and thus reduce the overall management burden on countries.

(e) The partnership ensures appropriate and adequate participation of stakeholders. The agreed goals of the partnership shall be ensured through the active participation of all relevant stakeholders (including, as relevant, beneficiaries, civil society and the private sector) and the respect of their individual mandates. Partnerships may benefit from the contribution of organizations and agencies outside the traditional public-health sector as relevant.

(f) The roles of partners are clear. In order for WHO to participate in a partnership, the latter must clearly articulate the strengths of the partners, avoid duplication of WHO's and partners' activities, and the introduction of parallel systems.

(g) Transaction costs related to a partnership must be evaluated, along with the potential benefits and risks. Expected additional workloads for WHO (at all levels) shall be assessed and quantified.

(h) Pursuit of the public-health goal takes precedence over the special interests of participants. Risks and responsibilities arising from public-private partnerships need to be identified and managed through development and implementation of safeguards that incorporate considerations of conflicts of interest. The partnership shall have mechanisms to identify and manage conflicts of interest. Whenever commercial, for-profit companies are considered as potential partners, potential conflicts of interest shall be taken into consideration as part of the design and structure of the partnership.

(i) The structure of the partnership corresponds to the proposed functions. The design of the structure of the partnership should correspond to its function. For example, those with a significant financing element may require a more formal governance structure, with clear accountability for funding decisions. Those whose role is primarily a coordinating one could most effectively operate without a formal governance structure. Task-focused networks can be highly effective and efficient in achieving partnership goals with maximum flexibility,

and can limit the transaction costs often associated with formal structures and governance mechanisms.

(j) The partnership has an independent external evaluation and/or self-monitoring mechanism. The time frame, purpose, objectives, structure and functioning of a partnership shall be regularly reviewed and modified as appropriate. Criteria for modifying or ending a partnership shall be clearly presented, along with consideration for transition plans.

Hosting arrangements

9. In some cases, WHO agrees to host a formal partnership without a separate legal personality. Hosting should be considered an exceptional arrangement that must be in the overwhelming interest of all parties.
10. For formal partnerships hosted by WHO, overarching considerations include ensuring that the overall mandate of the partnership and its hosting are consistent with WHO's constitutional mandate and principles and do not place additional burdens on the Organization, that it minimizes transaction costs to WHO, adds value to WHO's work, and adheres to WHO's accountability framework.
11. The decision for WHO to serve as the host will depend first and foremost on WHO's participation in the partnership as a strategic and technical partner. Most importantly, WHO must be a member of, and fully participate in, the steering body of the partnership. The partnership must also recognize, be in harmony with, and complement WHO's mandate and core functions, without duplicating or competing with them.
12. WHO will ensure that its hosting of the partnership and provision of its secretariat is congruent with WHO's accountability framework⁵ and operational platform (covering political, legal, financial, communication and administrative activities) and protects WHO's integrity and reputation. The consideration and implementation of hosting arrangements will be in accordance with WHO's Constitution, Financial Regulations and Financial Rules, Staff Regulations and Staff Rules, and administrative and other relevant rules ("WHO's rules"). When WHO acts as the host, the operations of the partnership's secretariat must, in all respects, be administered in accordance with WHO's rules.
13. The hosting of a partnership by WHO goes beyond the simple provision of administrative services. The secretariat of a hosted partnership is part of WHO's

⁵ With particular reference to Article 37 of WHO's Constitution which reads: "In the performance of their duties the Director-General and the staff shall not seek or receive instructions from any government or from any authority external to the Organization. They shall refrain from any action which might reflect on their position as international officers. Each Member of the Organization on its part undertakes to respect the exclusively international character of the Director-General and the staff and not to seek to influence them."



Secretariat and, as such, shares the legal identity and status of the Organization. In particular, the staff of the partnership will, as staff members of WHO, enjoy the applicable privileges and immunities for the protection of their functions. To this end, it is essential that the function of the secretariat be, and be seen as, part of the functions of WHO. This consideration is particularly relevant for Switzerland, the host country of WHO's headquarters, which has granted privileges, immunities and facilities to the Organization and its staff for the performance of its constitutional mandate. In order to comply with the host agreement between WHO and the Swiss Federal Council, the functions of the partnership secretariat must be part of the overall functions of WHO and may not be seen as separate from them. The Director-General will consult with the Swiss authorities when considering the hosting of formal partnerships.

14. The Director-General shall submit to the Executive Board any proposals for WHO to host formal partnerships for its review and decision.

Human resources

15. Although the organizational structure and specific duties of the partnership secretariat are normally determined by the steering body of the partnership, the secretariat staff are selected, managed and evaluated in accordance with WHO's rules. The staff members of the partnership secretariat will be recruited solely for service with the partnership secretariat.

16. As regards the head of a partnership secretariat, he or she will be appointed by the Director-General in compliance with WHO's Staff Regulations, Staff Rules and selection procedures and in consultation with the partnership's steering body. Similarly, the performance of the head of the partnership secretariat will be assessed under WHO's Performance Management and Development System, with an opportunity to receive feedback from the partnership's steering body.
Programme and financial management

17. Formal partnerships, where WHO's role is not exclusive in respect of governance, strategic and operational planning, will be outside the programme budget. This approach differentiates formal partnerships from WHO programmes. Separate accounts shall be established for each partnership so that relevant income and expenditure is recorded and reported upon in a manner separate from WHO's accounts. WHO shall invest any available balances of cash or cash equivalents in accordance with its own regulations for the use of the partnership. Although these partnerships are outside the programme budget, their work must be synergistic with WHO's respective strategic objectives.

18. Regardless of programme budget status, all payments from the respective partnership accounts must be in accordance with WHO's Financial Regulations and Financial Rules in order to enable appropriate monitoring of the financial accountability of grantees and other recipients and of progress towards programme objectives.

19. As regards financial management for formal partnerships outside the programme budget, the partnership secretariat will need to prepare separate financial statements of income and expenditure, certified by the Office of the Chief Accountant of WHO, which will be provided to the partnership’s board on an annual basis. The statements will normally require a separate audit opinion from WHO’s External Auditor. All partnerships are in addition subject to internal audit in accordance with WHO’s Financial Regulations, Financial Rules and practices. Before the selection of a new head of a partnership secretariat, the Director-General may request an internal audit of the partnership.

20. As an exception to the above, a small number of formal partnerships exists in which WHO’s role in respect of governance is not exclusive, but where the partnerships concerned contribute directly and fully to the achievement of the Organization-wide expected results and indicators as set out in the Programme budget. The work of these entities is exclusive to and follow strictly WHO’s results hierarchy. These partnerships are included within the programme budget under the budget segment “Special programmes and collaborative arrangements”. Most notable in this small group are long-established research programmes whose activities have been embedded in WHO’s work for many years⁶.

21. Where WHO programmes provide direct contributions to supporting a hosted partnership, these costs shall be included in the WHO programme budget’s relevant expected results, budget and workplans.

Resource mobilization and cost recovery

22. Each hosted partnership shall be responsible for mobilizing adequate funds for its effective operation, including the costs of its secretariat and all related activities provided for in its budget and workplan. The obligation of WHO to implement any particular aspect of the partnership’s workplan will be conditional on WHO having received all necessary funding. Resource mobilization by hosted partnerships shall be closely coordinated with WHO, and those partnerships shall be required to indemnify the Organization for any financial risks and liabilities incurred by the latter in the performance of its hosting functions. Fundraising by a WHO-hosted partnership from the commercial private sector shall be subject to WHO’s guidelines on interaction with commercial enterprises.

23. Unless otherwise stated in the hosting arrangement, WHO shall be reimbursed for its programme support costs as determined by the Health Assembly and/or WHO’s internal policy. Hosted partnerships can impose heavy workloads on

⁶ UNICEF/UNDP/World Bank/WHO Special Programme for Research and Training in Tropical Diseases and UNDP/UNFPA/WHO/World Bank Special Programme of Research, Development and Research Training in Human Reproduction.



different parts of the Organization, including at regional and country levels. WHO will seek to be reimbursed for all administrative and technical support costs incurred in providing hosting functions for partnerships and implementing or supporting their activities. Similarly, partnerships that may have human resource implications for WHO at the regional and country levels shall be required to meet the related costs. Hosting arrangements will also require hosted partnerships to indemnify WHO for costs, expenses and claims incurred as a result of activities carried out by the partnership secretariat.

Communications

24. In order to protect the integrity of the partnership and of WHO, the partnership secretariat will follow WHO's guidelines and administrative procedures for internal and external communications (including media products, publications, technical reports and advocacy material). Official communications by the partnership secretariat with Member States, WHO offices and staff will follow WHO's normal channels.

Evaluation and "sunset clauses"

25. WHO's arrangements with all its hosted partnerships will contain an "evaluation and sunset clause", whereby an assessment will be carried out before the expiration of the hosting arrangement based on the past performance of the partnership, its relationship with WHO, the continued demand or emerging alternatives to fostering collaboration, and future expectations. Working with the partnerships, WHO will design a monitoring and evaluation framework for such an assessment.

26. Following the assessment, WHO and the partnership will discuss the results with a view to choosing one of four possible approaches, namely: (1) continuing the current arrangement for a new specified period; (2) making recommendations for changes to the partnership structure and/or purpose and for revision of WHO's hosting arrangement; (3) integrating the partnership into WHO with clear specifications for ensuring broad and inclusive collaboration with partners; or (4) separating the partnership from WHO.

27. The application and impact of this policy will be periodically reviewed and updated.

28. The Director-General will prepare guidelines and operating procedures for the implementation of this policy by the Secretariat.

WHA63.10

APPENDIX

Decision tree for evaluating the criteria for WHO engagement

(INSERT DECISION TREE)

Eighth plenary meeting, 21 May 2010
A63/VR/8

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