

WHO in its capacity as host of Secretariat for the United Nations Inter-Agency Task Force on the Prevention and Control of Non-communicable Diseases, including the United Nations Health4Life Fund Secretariat

and

Sovereign Sustainability and Development (Secretariat of the G20&G7 Health and Development Partnership)

1. The non-binding Memorandum of Understanding (MOU), dated as of 24 May 2024 (the “Effective Date”), is by and between Sovereign Sustainability and Development (SSD) acting as the sole Secretariat of the G20&G7 Health and Development Partnership with a principal place of business at 10 Bloomsbury Way London, WC1A 2SL and the World Health Organization in its capacity as the Secretariat for the United Nations Inter-Agency Task Force on the Prevention and Control of Non-communicable Diseases [Task Force Secretariat], including the United Nations Health4Life Fund Secretariat with its headquarters at Avenue Appia 20, 1211, Geneva, Switzerland.

Background

The United Nations Inter-Agency Task Force on the Prevention and Control of NCDs

2. The Task Force was established in 2013 by the Secretary-General and placed under the leadership of WHO to coordinate the activities of the UN System to support the realization of the commitments made by Heads of State and Government in the 2011 Political Declaration on Non-communicable Diseases (NCDs). The Task Force’s terms of reference were adopted by ECOSOC in July 2014.

3. The Task Force brings 45 United Nations system agencies and intergovernmental organizations together to support governments reduce the burden of NCDs, including mental health conditions, to meet the goals and targets of the 2030 Sustainable Development Agenda. The Task Force uses its networks and expertise to help governments develop and introduce effective responses to prevent and control NCDs. It provides high-quality technical support to enable governments across the world to develop and implement multisectoral action that is aligned with broader national development plans.

4. The Task Force’s 2022-2025 strategy has four priorities:

- To advocate for whole-of-government, whole-of-society action and respond to the increasing demand from countries for context-specific technical assistance to support national action and capacity building to attain the NCD-related SDG targets.

- To mobilize political, financial and technical resources to support governments, the UN and other development partners in building strong, sustained responses to NCDs and mental health conditions.
- To harmonize action and forge cross-sectoral partnerships with that of other global health and development initiatives and forging multi- stakeholder partnerships and alliances at all levels.
- To be a beacon of excellence among UN and development partners, working as one, proactively and responsively to support governments and their partners in achieving the SDG targets for NCDs and mental health.

5. Key activities undertaken by the Task Force include: (i) undertaking joint programming missions; (ii) establishing and delivering a set of work streams through joint global programmes, initiatives and thematic groups; (iii) mobilizing resources and operationalizing the United Nations Health4Life Fund (the NCD and Mental Health Multi-Partner Trust Fund); and (iv) developing and disseminating technical and advocacy material to encourage whole-of-society and whole-of-government responses to NCDs and the NCD-related SDGs.

6. The 2018 ECOSOC resolution calls upon the Task Force and its members to develop partnerships to achieve public health goals with governments, non-governmental organizations, relevant private sector entities, academic institutions, and philanthropic foundations to support the work of the Task Force at the global, regional and country levels within the mandate of the Task Force as set out in resolution 2013/12.¹ This memorandum of understanding is in direct response to and in alignment with this resolution.

The United Nations Health4Life Fund

7. The UN Health4Life Fund has been established to galvanize domestic financing and scale up country action for the prevention and control of NCDs and for improving mental health. The Fund will support governments, the UN development system, and other partners to work together towards common NCD and mental health results, in a way that responds to the global, regional, and country-level commitments on NCDs and mental health.

8. The Fund was established by UNDP, UNICEF, and WHO – three members of the Task Force. The Fund is based on established financing-for-development and aid- & development-effectiveness principles. Further details of the Fund, including its Terms of Reference, governance arrangement, and operational guidance are available [here](#).

¹ E/RES/2018/13. Resolution adopted by the Economic and Social Council on 2 July 2018. United Nations Inter-Agency Task Force on the Prevention and Control of NCDs. https://www.un.org/ga/search/view_doc.asp?symbol=E/RES/2018/13

The G20&G7 Health and Development Partnership

9. The G20&G7HDP is a non-State actor founded in 2017 during the G20 Presidency of Germany to collaborate with G20 and G7 Presidencies to support the health and finance priorities and help elevate global health challenges higher up the political agenda.

10. The G20&G7HDP is a cross-sectorial entity of over 30 entities representing private sector entities, academic institutions, nongovernmental organizations, and international organizations, working on key areas in global health: antimicrobial resistance, digital health, sustainable financing, women's health, pandemic preparedness and response, and non-communicable diseases (NCDs).

11. The G20&G7HDP hosts and organizes its Health20 Summit (H20), an event that provides an inclusive and collaborative platform between the traditional global health community and relevant sectors including the world of politics and finance.

Purpose of collaboration

12. The purpose of the collaboration is to advocate for and catalyze financing and partnerships for greater action and investment in countries to promote multisectoral action to respond to and reduce early and avoidable death and human suffering from NCDs and mental health conditions and improve and advance health for all.

Areas of Collaboration

13. Both parties will strive to work together to catalyze pathways for greater domestic and international action and investment to support countries in scaling up their responses to NCDs and mental health, in line with the Sustainable Development Goals and their targets.

14. Key areas of collaboration will be as follows:

- i. Support the strengthening of governance for NCDs and their risk factors at global, regional and country level through existing and emerging parliamentary forums and caucuses.
- ii. Advocate for and encourage the mobilization of resources for the Health4Life Fund in line with the Fund's Terms of Reference and WHO's relevant policies and rules to support strengthening multisectoral action and governance for NCDs and mental health.
- iii. Organize policy discussion roundtables in line with WHO's rules and policies on the sidelines of global health international events to elevate the public health message and mission of the Fund in 2025 as appropriate.

15. This agreement is non-exclusive, non-binding and does not commit the Parties to any specific activities, projects, or programs.

Plan of Action and Path Forward

16. Both Parties hereby agree to pursue collaborative activities in the areas described below:

- The activities of the Trust Fund and the broader work of the UN NCD Task Force will be presented in a dedicated session of the H20 Summit 2024 to raise awareness and collate views.
- Raise awareness of NCDs, the UN NCD Task Force and the Health4Life among partners and develop asks and views for submission to the G20 and G7 Presidencies in 2025.
- The Task Force will promote related events within their network and provide high-quality technical support for content development, as and when appropriate.
- In line with its rules and policies, the Task Force will collaborate with the G20&G7HDP strategy in support of realization of the Task Force's strategic objectives set annually by the Partners and linked to this MoU Leverage the importance of NCDs within the political agenda of the G20 and G7 in 2024 and 2025 recognizing the significant year for NCDs at the UN High-Level Meeting in New York.
- Raise political awareness for NCDs and encourage international collaboration and cross-sectoral partnerships.

17. This non-exclusive collaboration will facilitate an exchange of ideas leading to clearly defined activities with specific goals, objectives, and outcome metrics. A timeline will be collaboratively developed for all proposed joint initiatives.

18. The Parties agree that, except as set forth in a separate and duly authorized collaborative agreement or contract, neither party shall be obligated to pursue any activities or statements of work. Further, neither party is committed to provide funding or any financial support in connection with the above-described activities. Any expenses incurred by either party in connection with the activities outlined in this MOU will be the sole responsibility of that party unless otherwise agreed upon in advance by the Parties. Should concrete collaborative activities/projects be identified that are beyond what are described in the MoU, due diligence and risk assessment will be undertaken prior to formally engaging in such activities.

Principles for Collaboration

19. Any collaborative activity as outlined in this agreement shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity shall thus be agreed on a case-by-case basis, subject to a separate exchange of letters or agreement.

Term and Termination

20. This MOU shall be effective upon signing and will have an initial duration of three years. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU. The MOU may be extended through mutual written agreement by both Parties.

21. Either party may terminate this agreement with the other Party, without cause, on the provision of a 30-day termination notice to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this agreement shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination of this agreement.

Publicity

22. The signing of the MOU may be advertised on either parties' social media account, website, and presentation material, based on mutual written approval, and in accordance with any restrictions required by the party whose name is to be used. The parties agree that using logos, seals, insignia, or other words, names, symbols, images that identify the other party, for any additional publicity or promotional purposes other than specified above in connection with this MoU, require prior written approval of, and in accordance with any restrictions required by, the party whose names are to be used.

23. Without limiting the foregoing, the parties agree that neither party shall make any publicity announcements regarding this collaboration without any such announcement having been approved by the party.

Liability

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

Settlement of Disputes

25. Any dispute relating to the interpretation or execution of this agreement, or of any subsequent exchange of letters or agreement with respect to individual collaborative activities shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute should be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties. The Parties shall accept the arbitral award as final.

Compliance with WHO Policies

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

Zero tolerance for sexual misconduct and any type of abusive conduct

27. WHO has zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment and all forms of prohibited sexual behavior), harassment and any type of abusive conduct (i.e. discrimination, abuse of authority, and harassment). In this regard, and without limiting any other provisions contained herein, SSD warrants that it shall: (i) take all reasonable and appropriate measures, including training, to prevent any form of sexual misconduct as described in the WHO Policy on Preventing and Addressing Sexual Misconduct and any type of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized by it to perform any activities under the Agreement, (ii) promptly report to WHO, through the WHO Office of Internal Oversight Services (investigation@who.int or through the WHO Integrity Hotline which can be accessed via <https://www.who.int/about/ethics/integrity-hotline>), and respond to and take corrective measures, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which [XX] becomes aware, and (iii) cooperate with WHO in relation to the response to such actual or suspected violations.

Anti-Terrorism and UN Sanctions; Fraud and Corruption

28. SSD warrants for the entire duration of the Agreement that:

- (i) it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any

such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;

- (ii) it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the implementation of the Project;
- (iii) it has taken all reasonable and appropriate measures to inform any natural and/or legal persons engaged or otherwise utilized to perform any activity under the Agreement of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption and their duty to comply with the principles set out in the aforementioned Policy;
- (iv) it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the implementation of the Project; and
- (v) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which SSD becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, SSD] agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

Breach of essential terms

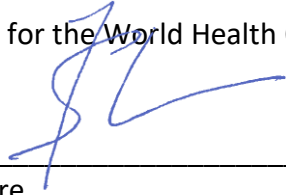
29. SSD acknowledges and agrees that each of the provisions of clause 27 (Compliance with WHO Codes and Policies), clause 28 (Zero tolerance for sexual misconduct and other types of abusive conduct), and clause 29 (Anti-Terrorism and UN Sanctions; Fraud and Corruption) above constitutes an essential term of this Agreement and that in case of breach of this provision, WHO may, in its sole discretion, decide to terminate this Agreement and/or any other agreement concluded by WHO with SSD, immediately upon written notice to SSD, without any liability for termination charges or any other liability of any kind.

Privileges and Immunities of WHO

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

31. The parties have entered into this MOU as of the date first above written.

SIGNED for the World Health Organization



Signature

Dr Jérôme Salomon
Assistant Director-General
Universal Health Coverage/Communicable and Noncommunicable Diseases

24 May 2024

SIGNED for the Sovereign Sustainability and Development (SSD)



Signature

Hatice Beton
Executive Director

24 May 2024