MEMORANDUM OF UNDERSTANDING

between

ASIAN DEVELOPMENT BANK

and

WORLD HEALTH ORGANIZATION
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This memorandum of understanding (MOU) will form the basis of cooperation between the

ASIAN DEVELOPMENT BANK

and

WORLD HEALTH ORGANIZATION

A. The Cooperation Partners

1. The Asian Development Bank (ADB) and World Health Organization (WHO) have a mutual interest in achieving effective and relevant policies and programming in health-related international development issues.

   (i) ADB’s vision in Asia and Pacific is a region free of poverty and its mission is to help its developing member countries (DMCs) reduce poverty and improve the quality of life of their people. ADB is committed to reducing poverty through inclusive growth, environmentally sustainable growth and regional integration. After the midterm review of its corporate Strategy 2020 and as guided by its Operational Plan for Health 2015-2020, it increased its health sector operations to further support inclusive growth in its DMCs with further expansion expected as it prepares, finalizes and implements its upcoming Strategy 2030.

   (ii) WHO is the directing and coordinating authority for health within the United Nations system. It is responsible for providing leadership on global health matters, shaping the research agenda, setting norms and standards, articulating evidence-based policy options, providing technical support to countries, and monitoring and assessing health trends. WHO’s medium-term strategic vision and priorities are encapsulated in the Thirteenth General Programme of Work 2019–2023 (GPW 13), adopted by the World Health Assembly in May 2018.

2. ADB and WHO have collaborated for many years on generating health knowledge products, convening health knowledge events, disseminating health system best practices and providing health sector technical assistance to ADB’s developing member countries (collectively “DMCs” and individually a “DMC”) in Asia and the Pacific. To strengthen coordination between ADB, WHO-Headquarters (HQ) and the 4 regional WHO offices Eastern Mediterranean Regional Office (EMRO), European Regional Office (EURO), South East Asia Regional Office (SEARO) and Western Pacific Regional Office (WPRO); representatives of ADB and WHO have held discussions with a view to enhancing opportunities for collaboration.

3. ADB and WHO have concluded that collaboration in the identified areas of mutual interest, including those areas set forth in section C of the MOU, would be beneficial for both ADB and WHO. It is understood that any collaboration pursuant to this MOU does not create any formal obligations for either ADB or WHO.
B. The Guiding Principles

4. Any collaborative activity under this MOU 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.

5. ADB and WHO each acknowledge that the collaboration they seek to foster will facilitate the realization of each organization’s aims: for ADB, this is to promote inclusive economic growth and social development particularly related to health, knowledge solutions, improved governance, regional cooperation and integration, private sector development, and environmental sustainability; for WHO, collaboration can support WHO’s vision to achieve the highest attainable standard of health and well-being for all people, and in particular – its work at country level to deliver on the mission of promoting health, keeping the world safe, and serving the vulnerable. Both parties acknowledge that cooperation will increase their development relevance and effectiveness by managing activities based on performance results.

6. Collaboration between ADB and WHO will be guided by the following principles:

   (i) Country and regional ownership of sound development policies and programs is necessary to ensure sustainable development.

   (ii) Collaboration should maximize the strengths of ADB and WHO as they work together to add value to the country.

   (iii) Long-term approaches to sustainable development are needed.

   (iv) Full stakeholder participation should be encouraged.

   (v) Development policies and programs should be results oriented and built on transparent relationships between development assistance providers and beneficiary countries.

C. Identified Areas of Cooperation

7. ADB and WHO will explore effective collaboration with respect to the following development challenges in Asia and the Pacific:

   • Supporting Universal Health Coverage (UHC), including through enabling integrated health service delivery including responsive hospitals, and expanding digital health

   • Strengthening Health Security

   • Improving Urban Health

   • Supporting responsive Elderly Care interventions
• Addressing the Health Impacts of Climate Change, (especially in small island developing states)

8. Other areas for mutual collaboration and cooperation may be identified and agreed to by ADB and WHO from time to time.

D. Forms of Cooperation

9. ADB and WHO will focus on their shared strategic and operational priorities and will use their comparative strengths and advantages. Collaboration between ADB and WHO may involve the following activities, in each case in accordance with ADB’s and WHO’s established policies, regulations, rules and procedures:

(i) joint policy analysis, advocacy, dialogue, and policy evaluations;

(ii) joint research, innovations, knowledge solutions, seminars, or conferences, and regular exchange of and access to data, publications, and reports prepared by either party;

(iii) staff exchanges, temporary secondments, and similar arrangements;

(iv) strengthening international and regional networks for generating and disseminating knowledge and research and for strengthening implementation of regional and sub-regional programs and projects; and

(v) regular sharing of information regarding each organization’s respective priorities, for work at country level – as a means of strengthening collaboration and cooperation in support of country priorities.

E. Contribution of ADB and the WHO

10. ADB and WHO shall aim to coordinate their respective functions, as appropriate at all stages of the preparatory work and their respective activities under this MOU.

11. The parties may also consult with each other to identify additional areas and specific activities for collaboration

12. Unless the Parties otherwise agree in writing, each Party shall cover its own expenditures in connection with activities undertaken under this MOU.

F. Monitoring, Review and Consultation Mechanisms

13. ADB and WHO propose to review this MOU through:

(i) periodic review meetings held as mutually decided, to be reviewed by the focal points not less than every two years;

(ii) regular exchange of information; and

(iii) designation of focal points at each organization (and in each involved regional WHO office).
14. ADB and WHO agree that a first review of activities under this MOU will be undertaken within one year from signing of the MOU to ensure timely review of progress and resolution of any issues encountered. Subsequent review meetings will review progress, stock-take completed activities, resolve issues and explore scaling up of collaboration.

G. Focal Point Information

15. ADB and WHO agree to designate the following as the primary focal points for the activities under this MOU as follows:

a) For ADB: Director General, Sustainable Development and Climate Change Department, or designee(s), and
b) For WHO: Director of Programme Management, WHO Regional Office for the Western Pacific

16. WHO Regional Directors (EMRO, EURO, SEARO and WPRO) and ADB Regional Departments Director Generals (EARD, CWRD, PARD, SERD, and SARD) will also designate focal points for communications between the two organizations concerning regional and country level cooperation. ADB and WHO recognize that the specific roles of the regional level focal points may vary significantly in scope and/or intensity depending on context and the ADB and WHO programmes in each region of cooperation.

H. Responsibility

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

I. Financial Obligations

18. Nothing in this MOU obligates either party to expend funds or to enter into any contract, assistance agreement, or other financial obligation. Any activity involving reimbursement or contribution of funds between the parties shall be handled in accordance with each Party’s policies, regulations, rules and procedures.

J. Privileges and Immunities

19. Nothing in this MOU shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions of ADB accorded under the Agreement Establishing the Asian Development Bank. Furthermore, 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 as submitting WHO to any national court jurisdiction.
K. **Effective Date and Termination Date**

20. This MOU will take effect from the date on which it is signed by the authorized representative of the Parties. This MOU will terminate on 5 years after the signing date, unless terminated by either Party providing six months prior written termination notice to the other Party.

L. **Amendments**

21. This MOU may be amended at any time by a mutual written agreement of the Parties.

M. **Independent decision-making autonomy**

22. No provisions herein are intended to interfere in any way with ADB’s and WHO’s independent decision-making autonomy with regard to their own respective affairs and operations. In this regard, neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party.

N. **Future collaboration and funds**

23. In the event that opportunities are identified for collaboration involving the provision or management of funds or other resources of either Party, these will be implemented pursuant to a separate written agreement in accordance with the practices and procedures of the two organizations.

O. **Settlement of Disputes**

24. Any dispute between the parties relating to the interpretation or implementation of this MOU will be resolved amicably through consultation and negotiation between the parties and without reference to any third party or international court or tribunal.

P. **Name, Emblem, or Trademarks**

25. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior express written approval of the other Party. Subject to the foregoing, each Party agrees, subject to its rules, regulations and policies, to acknowledge the role and contribution of the other Party, as appropriate, in relevant public information documentation relating to instances of cooperation under this MOU.
Confidentiality

26. The terms of this MOU and any information, however recorded or preserved, provided by one Party to the other Party under it, are not confidential and may be made public, subject to any exceptions to disclosure under ADB’s Public Communications Policy (2011) or WHO’s disclosure policy, both as amended from time to time.

Intellectual Property

27. ADB and WHO acknowledge that the activities under this MOU may result in a product subject to intellectual property rights. In this regard:

a. The parties agree to negotiate and agree upon appropriate intellectual property provision in each case, based on the nature of the activity and the financial and/or intellectual contribution made by each Party, and to set out the Intellectual property provisions in a separate written agreement; and

b. Each party shall retain ownership of the intellectual property rights in any of its respective existing materials or work products that is shared with the other Party in connection with activities under this MOU.

Legal Status

28. This MOU is not intended to and does not create any legally binding obligation on either party.

Signed this (day) of (month) 2018

ASIAN DEVELOPMENT BANK

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Vice President,
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WORLD HEALTH ORGANIZATION

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On behalf of
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