All MOUs are to be reviewed and cleared by WHO Office of the Legal Counsel (LEG).

Memorandum of Understanding

Between

The World Health Organization (WHO)

and

Charité – Universitätsmedizin Berlin (Charité)

Introduction

WHEREAS, The World Health Organization (hereinafter referred to as WHO), having its headquarters in Geneva, Switzerland, is the directing and coordinating authority on international health, and provides leadership on global environmental health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS, Charité – Universitätsmedizin Berlin (hereinafter referred to as Charité), having its headquarters in Berlin, Germany, is one of Germany’s most research-intensive medical institution with four different campuses across Berlin. Through its 100% associated subsidiary WHS Foundation GmbH, Charité strengthens public health and health systems and organizes the annual World Health Summit in Berlin and related activities, as well to foster trans-sectoral research and health science;

WHEREAS, Charité and WHO wish to engage in a long-term strategic collaboration and mutual assistance to accelerate progress on the health-related Sustainable Development Goals (SDGs) through the promotion and implementation of WHO 13th General Programme of Work and The Global Action Plan for Healthy Living and Well-being for All. Convened by WHO, the Global Action Plan for Healthy Living and Well-being for All is an initiative of currently 12 organizations (GAVI, Global Financing Facility, Global Fund to Fight AIDS, Tuberculosis and Malaria, UNAIDS, UNDP, UNFPA, UNICEF, UNITAID, UN WOMEN, World Bank Group, WFP, and WHO) committed to advance collective action and accelerate action towards the health-related SDG targets;

WHEREAS, WHO and Charité have previously concluded a Memorandum of Understanding dated 31 March 2017.

WHEREAS, WHO and Charité (hereinafter referred to as the “Parties”) have recognized the need to further engage and enhance the dialogue between the organizations and the global health community with the aim of contributing further to the achievement of SDG-33 and other health related targets through communication and presence during the World Health Summit and its regional meetings.
Now, therefore, the Parties decide as follows:

**Article 1**

**Objectives and Areas of Cooperation**

1. The objective of this Memorandum of Understanding is to provide a framework of cooperation and understanding to facilitate collaboration between the Parties to further their shared goals and objectives to accelerate progress towards SDG 3 and other health-related SDG targets by promoting and supporting WHO 13th General Programme of Work (GPW 13) and the Global Action Plan through and during the World Health Summit (WHS) and its regional meetings.

2. The Parties intend to collaborate in the following overarching themes for this Memorandum of Understanding:

   a) The World Health Summit will give appropriate attention and program space to the Global Action Plan and its seven accelerator themes as well as to the relevant topics of the WHO GPW 13 towards accelerating progress on the SDG 3 and the other health-related SDG targets, in close collaboration with WHO. This includes - as appropriate - the opening and closing sessions, keynote sessions, panel discussions and workshops as well as possibly satellite meetings and working lunches;

   b) Two keynote sessions at the World Health Summit will be organized every year to discuss 2-3 accelerators of the Global Action Plan in panel discussions or workshops planned together with WHO and other parties concerned;

   c) WHO will advise the topics selected for the sessions at World Health Summit, including on the selection of high-level speakers from the participating organizations of the Global Action Plan, as appropriate. The World Health Summit will provide speaking slots for the representatives of, and speakers recommended by, WHO and the signatory agencies to the Global Action Plan. WHO may, to the extent possible and appropriate, provide financial support for the participation of speakers from low-income countries, in accordance with WHO rules and procedures.

   d) The areas of collaboration described above (2a-2c) may also apply to regional meetings of the WHS with the understanding the final decision in this regard will be taken by the local organizers of such meetings.

The list of the above objectives and areas of collaboration is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

3. The parties will provide more prominence to this strategic collaboration by:

   a) Featuring the WHO Director General together with other world political leaders as a Patron of the World Health Summit;

   b) Working towards a stronger visibility of WHO and the Global Action Plan for Healthy Living and Well-being for All on the webpage and presentation of the World
Health Summit in accordance with WHO rules and policies relating to co-sponsorship of events.

**Article 2**
**Organization of the Cooperation**

1. The Parties intend to hold joint meetings regarding this Memorandum of Understanding on a regular basis, including by teleconference, videoconference, and face-to-face meetings, and develop a more detailed plan for the collaboration for and during the World Health Summit, to evaluate progress, and to make recommendations between the Parties, as appropriate.

2. An annual meeting will take place to regularly take stock of the collaboration and joint activities, define and reorient priority areas of collaboration, as needed.

**Article 3**
**Implementation, Financial Obligations, and Fundraising**

1. Implementation of any of the activities outlined in this Memorandum of Understanding will 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, policies, rules and regulations, as well as its administrative procedures and practices.

2. No transfer of funds between the Parties is envisioned in connection with this Memorandum of Understanding, and any such transfer of funds would be subject to separate agreement between the Parties.

3. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

**Article 4**
**Intellectual Property Rights**

Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this Memorandum of Understanding which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties prior to the dissemination of such intellectual property.
Article 5
Official Emblems and Logos

1. Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

2. To the extent that WHO’s name and emblem is approved for use in conjunction with the World Health Summit and regional meetings, Charité will accommodate WHO requests to ensure that the WHO name and emblem is not used in a manner that could imply endorsement of the name, brand, activities, products or views of the organizers or of any other summit participants or financial contributors.

Article 6
Disclosure and Publicity

1. Subject to the provisions of Article 5 above, each Party may acknowledge the existence of this Memorandum of Understanding to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party’s respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this Memorandum of Understanding.

2. Each Party may publish this Memorandum of Understanding on its website, provided that the context in which each Party intends to do so will be subject to the advance written agreement of the other Party (agreement not to be unreasonably withheld), and except as explicitly provided herein, this Memorandum of Understanding and any subsequent agreements and/or any individual clauses contained therein will not be publicly disclosed or made available without the prior written agreement of both Parties.

Article 7
Responsibility

Each Party will be solely responsible for the manner in which it carries out its part of the activities under this Memorandum of Understanding. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party’s personnel or contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

Article 8
Notification and Amendment

1. Each Party will promptly notify other Party in writing of any anticipated or actual material changes that will affect the execution of this Memorandum of Understanding.
2. This Memorandum of Understanding may be amended only by mutual written agreement of the Parties.

Article 9
Duration and Termination

1. This Memorandum of Understanding will begin on signature by the authorized official of each Party. If the signing occurs on different dates, this Memorandum of Understanding will take effect on the date of the last signature thereof.

2. The Memorandum of Understanding supersedes and replaces the previous Memorandum of Understanding between the parties dated 31 March 2017. This Memorandum of Understanding will be in effect until 31 December 2023, and may be extended at that time by written agreement of the Parties for additional periods of 1 year.

3. Either Party may terminate this Memorandum of Understanding subject to three (3) months’ advance written notice to the other Party. Any such termination will be without prejudice to the orderly completion of any ongoing activity.

Article 10
Communications

All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses:

For Charité:
Dr. Jörg Heldmann, Managing Director
World Health Summit/ WHS Foundation GmbH/ Charité Global Health
Charité – Universitätsmedizin Berlin
Charitéplatz 1
10117 Berlin
Germany
cc.

For WHO:
Dr. Gaudenz Silberschmidt, Director
Health and Multilateral Partnerships
World Health Organization
20 Avenue Appia
CH-1211 Geneva 27
Switzerland

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Article 11
Dispute Resolution, No Waiver

1. Any dispute relating to the interpretation or application of this Memorandum of Understanding shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

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

Signed in duplicate on the date provided below:

For the Charite – Universitaetsmedizin Berlin

[Signature]
Prof. Dr. Heyo Kroemer
Chief Executive Officer
Date: 10/28/19

For the World Health Organization:

[Signature]
Dr. Tedros Adhanom Ghebreyesus
Director-General
Date: 28/10/2019