

## **ANNEX 5**

### **Agreement between the World Health Organization and the South Centre**

[A66/46, Annex – 14 May 2013]

The World Health Organization (hereinafter referred to as “WHO”), on the one hand; and

The South Centre, on the other hand;

Hereinafter separately and collectively respectively referred to as the “Party” and the “Parties”

Considering that the objective of WHO is the attainment by all peoples of the highest possible level of health and that in order to achieve that objective WHO acts as the directing and coordinating authority on international health matters;

Further considering that the South Centre is an intergovernmental organization of developing countries created out of the work and experience of the South Commission including its report “The Challenge to the South” with the aim of promoting policy advice and cooperation among developing countries in their effort to achieve sustainable economic development;

Recalling that the South Centre has the status of observer in the United Nations General Assembly by resolution 63/131 of 15 January 2009, which affirms the important role of the South Centre in supporting the work of the United Nations and its agencies;

Further recalling that WHO and the South Centre cooperate on some issues relating to health and development, including access to medicines and other health technologies, and research and development into medicines and other health technologies;

Aware of the emergence of dynamic challenges for developing countries in which the convergence of interests and complementarity of the Parties could, while maintaining intellectual independence, reinforce their work in support of the main challenges facing the developing world;

Wishing to coordinate their efforts within the framework of the mandates assigned to them and in accordance with the provisions of WHO’s Constitution and with the Agreement to Establish the South Centre;

Desirous of strengthening their cooperation on the basis of regular consultations;

Have agreed as follows:

#### **Article 1**

##### **Purpose of this Agreement**

This Agreement shall govern the relations between WHO and the South Centre.

## **Article 2**

### **Objectives and areas of cooperation**

1. The objective of this Agreement is to strengthen cooperation between WHO and the South Centre in all matters arising in the field of health that are connected with the activities and commitments of the two Organizations, including access to medicines and other health technologies.
2. WHO and the South Centre reaffirm, in accordance with their respective mandates and with their respective rules, policies and practices, their complementary commitments to serve the needs of their respective Member States and partner countries through all appropriate means, including by: research activities, information collection and dissemination, and the convening of meetings of representatives of their Member States and other relevant stakeholders.
3. Cooperation between the Parties shall respect the differences in institutional and operational arrangements governing their action, their core competencies and comparative advantages in order to make their collaboration in the field of health complementary and mutually reinforcing.

## **Article 3**

### **Financial aspects and joint resource mobilization**

1. This Agreement defines in general terms the basis for cooperation but does not constitute a financial obligation to serve as a basis for expenditures.
2. To the extent that any activity may give rise to a legal or financial obligation, a separate agreement shall be concluded subject to the respective financial regulations and rules of the South Centre and WHO, prior to such activity being undertaken.

## **Article 4**

### **Reciprocal representation**

1. On the basis of reciprocity, the South Centre shall be invited to be represented at sessions of the World Health Assembly, and, as may be agreed to be appropriate, such other meetings held under the auspices of WHO as are of interest to the South Centre, and to participate without the right to vote in their deliberations on items on their agenda in which the South Centre has an interest.
2. On the basis of reciprocity, the World Health Organization shall be invited to be represented at meetings of the Council of Representatives of the South Centre, and, as may be agreed to be appropriate, such other meetings held under the auspices of the South Centre as are of interest to the World Health Organization, and to participate without the right to vote in their deliberations on items on their agenda in which WHO has an interest.

## **Article 5**

### **Exchange of information**

1. The WHO and the South Centre shall exchange information relating to activities on subjects of common interest, subject to any measures which might be necessary to safeguard requirements of confidentiality or privilege.

2. Such exchanges shall be supplemented, as necessary, by consultations at the request of the other Party with respect to matters arising in relation to this Agreement.

### **Article 6**

#### **Privileges and Immunities**

Nothing in this Agreement may be interpreted or construed as a waiver or a modification of the privileges and/or immunities, which WHO and the South Centre enjoy by virtue of the international agreements and national laws applicable to the organizations.

### **Article 7**

#### **Entry into force, modification and termination**

1. The present Agreement shall enter into force on the date on which it is signed by the Director-General of WHO and the Executive Director of the South Centre, subject to the approval of the World Health Assembly and by the Board of the South Centre.
2. This Agreement may be modified by mutual consent expressed in writing. It may also be terminated by either Party giving six months' notice to the other Party.
3. In the event of termination of the Agreement, the Parties shall take all necessary steps to ensure that such a decision is not prejudicial to any activities under implementation within the framework of the present Agreement.

### **Article 8**

#### **Dispute settlement**

Any dispute, controversy, or claim that may arise over the interpretation or application of this Agreement shall be settled amicably by negotiation between the Parties. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either Party, be referred to the arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force.

IN FAITH WHEREOF the present Agreement was done and signed at \_\_\_\_\_ on \_\_\_\_\_ in two copies both in English.

For the South Centre

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For the World Health Organization

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