

الاتفاقات مع المنظمات الحكومية الدولية

الاتفاق بين منظمة الصحة العالمية والمنظمة الدولية لقانون التنمية

تقرير من المدير العام

- ١- أُجريت مناقشات بين أمانتي منظمة الصحة العالمية (المنظمة) والمنظمة الدولية لقانون التنمية (IDLO) بشأن إضفاء الطابع الرسمي على التعاون بين المنظميتين وتعزيزه.
- ٢- وقد أُنشئت المنظمة الدولية لقانون التنمية في عام ١٩٨٨ خلفاً للمعهد الدولي لقانون التنمية، الذي أنشئ في عام ١٩٨٣. ويتمثل هدفها في تعزيز سيادة القانون لدفع عجلة التقدم والتنمية المستدامة. وتضم المنظمة الدولية لقانون التنمية ٣٧ طرفاً وتعمل في أكثر من ٩٠ بلداً. وتحظى المنظمة بصفة مراقب في الأمم المتحدة منذ عام ٢٠٠١.
- ٣- وتتمثل أهداف المنظمة الدولية لقانون التنمية في سياق التعاون مع منظمة الصحة العالمية في تعزيز حقوق الإنسان الأساسية، بما فيها الحق في الصحة، وتعزيز سيادة القانون من أجل التنمية المستدامة.
- ٤- وقد تمخضت المناقشات بين المنظميتين عن وضع مشروع اتفاق يضيف الطابع الرسمي على التعاون بينهما ويبلور ملامحه ويعزز في المسائل المتعلقة بقانون الصحة، والتأهب للجوائح والتغطية الصحية الشاملة، بالإضافة إلى أي مسائل أخرى ذات صلة.
- ٥- ويرد نص مشروع الاتفاق في ملحق هذا التقرير. وقد أُحيل مشروع الاتفاق المقترح إلى جمعية الصحة العالمية بموجب المادة ٧٠ من دستور المنظمة. ووفقاً للمادة ٥ من مشروع الاتفاق، سيدخل الاتفاق حيز التنفيذ اعتباراً من تاريخ توقيع المدير العام لمنظمة الصحة العالمية والمدير العام للمنظمة الدولية لقانون التنمية عليه، رهناً بموافقة جمعية الصحة العالمية.

الإجراء المطلوب من جمعية الصحة

٦- جمعية الصحة مدعوة إلى النظر في اعتماد مشروع القرار التالي:

إن جمعية الصحة العالمية الخامسة والسبعين،

وقد نظرت في التقرير عن الاتفاق المقترح بين منظمة الصحة العالمية والمنظمة الدولية لقانون التنمية؛^١

وقد أخذت في الاعتبار أيضاً المادة ٧٠ من دستور منظمة الصحة العالمية؛

تقرّ الاتفاق المقترح بين المنظمة الدولية لقانون التنمية ومنظمة الصحة العالمية.

١ الوثيقة ج ٣٤/٧٥.

الملحق

**AGREEMENT BETWEEN THE WORLD HEALTH ORGANIZATION AND THE
INTERNATIONAL DEVELOPMENT LAW ORGANIZATION**

The World Health Organization (hereafter “WHO”); and

The International Development Law Organization (hereafter “IDLO”);

Hereafter individually and collectively termed “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 to this end WHO is the directing and coordinating authority for health-related work with an international dimension;

Considering that IDLO is the only global intergovernmental organization exclusively devoted to promoting the rule of law to advance peace and sustainable development, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity;

Recalling that WHO and IDLO concluded a Memorandum of Understanding on 19 May 2019 recognizing the need for cooperation between each other in matters of mutual interest, sharing the view that law is central to assuring the highest attainable standards of physical and mental health, and social well-being, and to expand their commitment to a strategic partnership between IDLO and WHO;

Desiring to coordinate their efforts within their respective mandates and in accordance with the Constitution of WHO and the **Agreement for the Establishment of the International Development Law Organization**;

Acknowledging that the law is an important tool to promote the right to health of populations through legislations and regulations governing such matters and that many States do not have the legislative frameworks required to effectively advance and ensure public health;

Wishing to strengthen their cooperation on the basis of regular consultations;

Have agreed as follows:

Article 1**Object and areas of cooperation**

1. The object of this Agreement is to facilitate and reinforce cooperation and collaboration between the Parties, where appropriate, in the area(s) of public health and law that relate to the activities of the Parties.
2. Within the scope of their respective mandates and programmes of work, the Parties agree to a general strengthening of their cooperation, specifically as regards the areas of cooperation noted in the aforementioned Memorandum of Understanding, as well as other areas where cooperation would contribute to achievement of the objectives of each organization.

Article 2

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 IDLO and WHO, prior to such activity being undertaken.

Article 3

Reciprocal representation

1. On the basis of reciprocity, IDLO is invited to represent itself at sessions of the World Health Assembly and the Executive Board in accordance with the rules and decisions adopted by these bodies and, as appropriate, any other meetings held under the auspices of WHO in the deliberations of which IDLO could participate, without the right to vote, on agenda items of concern to it.
2. On the basis of reciprocity, WHO is invited to represent itself at sessions of the IDLO Assembly of Parties in accordance with the rules and decisions adopted by that body and, as appropriate, any other meetings held under the auspices of IDLO in the deliberations of which WHO could participate, without the right to vote, on agenda items of concern to it.

Article 4

Sharing of information

The Parties agree to exchange, by whatever means, information concerning their activities which they deem appropriate, subject to their existing policies, respect for the sovereign rights of their Member States and Governments, confidentiality obligations and the protection of commercial, contractual or other secrets.

Article 5

Privileges and immunities

No provision of this Agreement shall be interpreted or considered as a renunciation, limitation, waiver or modification of the privileges and immunities enjoyed by the Parties under international agreements and national laws applicable to them.

Article 6

Entry into force, amendment and denunciation

1. This Agreement is valid from the date of its signature by the Director-General of WHO and the Director-General of IDLO, subject to approval by the World Health Assembly.
2. This Agreement may be amended at any time by mutual written consent of the Parties.

3. Either Party may denounce this Agreement at any time by serving written notice on the other Party of its intent to do so six (6) months in advance. The denunciation of the Agreement shall not prejudice any activities being conducted under the terms of the Agreement at the time of said denunciation.

Article 7

Settlement of differences

Any difference, dispute or litigation arising from the interpretation or application of this Agreement shall be settled amicably through negotiation between the Parties. If attempted negotiation yields no result, either Party may request that the difference be submitted for arbitration in accordance with the currently applicable Arbitration Rules of the United Nations Commission on International Trade Law.

IN WITNESS WHEREOF, this Agreement is done and signed at Geneva on [.....], in two copies, in the English language.

For the International Development Law
Organization

For the World Health Organization

Director-General
Jan Beagle

Director-General
Tedros Adhanom Ghebreyesus

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