

## GENERAL CONDITIONS

### 1. LEGAL STATUS

The Consultant shall perform the work under this contract as an independent contractor in a personal capacity, and not as a representative of any entity or authority. The execution of the work under this contract does not create an employer/employee relationship between WHO and the Consultant. The Consultant is neither a "staff member" under the WHO Staff Regulations and policies and procedures, nor an "official" for the purpose of the 1947 Convention on the privileges and immunities of the Specialized Agencies. Depending on the situation, Consultants may be accorded the status of "expert" performing missions for WHO within the meaning of Annex VII of the aforesaid Convention. If the Consultant is required to travel at the request of WHO, he/she may be given a United Nations certification.

### 2. CODE OF CONDUCT

2.1 The Consultant agrees to respect the impartiality and independence of the WHO and shall neither seek nor accept instructions regarding the work to be performed under this contract from any Government or from any authority external to WHO. During their period of this contract, the Consultant shall refrain from any conduct that may adversely reflect on WHO and shall not engage in any activity that is incompatible with the aims and objectives of the Organization.

2.2 **Compliance with WHO Codes and Policies** : By entering into this contract, the Consultant acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Consultant shall not engage in any conduct that would constitute a violation of the standards of conduct, as described in the WHO Policies. Without limiting the foregoing, the Consultant 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 the Consultant becomes aware. For purposes of this contract, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO Code of Conduct for responsible Research; (iv) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (v) 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.

2.3 **Zero tolerance for sexual exploitation and abuse.** WHO has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein, the Consultant warrants that he/she shall (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Consultant becomes aware.

### 3. CONFIDENTIALITY

The Consultant shall exercise the utmost discretion in all matters relating to the performance of work under this contract. The Consultant shall treat all information (in whatever format) to which he/she may gain access in connection with or as a result of the work to be performed under the contract, as confidential and proprietary, and agrees to take all reasonable measures to ensure that such information:

- is not used for any purpose other than the performance of the work; and
- is disclosed and provided only to persons who have a need to know for the purpose of performing the work and are bound by like obligations of confidentiality and non-use as contained in this contract.

The Consultant shall not be bound by any obligation of confidentiality or non-use, to the extent he/she is clearly able to demonstrate that the information is or becomes part of the public domain through no fault to the Consultant.

The Consultant agrees to return any and all copies of the aforesaid information to WHO upon completion of the work.

In addition, the Consultant undertakes to abide by similar obligations of confidentiality and non-use as provided above with regard to the work performed under this contract.

The above-mentioned obligations of confidentiality and restrictions on use shall survive the expiry or earlier termination of this contract.

### 4. TITLE RIGHTS

All rights in the work, including ownership of the original work and copyright thereof, shall be vested in WHO, which reserves the right (a) to revise the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.

### 5. TRAVEL

If Consultants are required by WHO to travel beyond commuting distance from their usual place of residence, any reimbursement of such travel shall be governed by conditions equivalent to the relevant travel policies of WHO. It is the Consultant's responsibility to ensure that he/she holds the required visas and/or work permit(s) to perform work in the place(s) of assignment. The contract shall not become effective, and the Consultant shall not commence work on the contract, until the Consultant has obtained all necessary visa(s) and/or work permit(s) (if any).

In the event that, during the term of the contract, the Consultant is required to undertake travel (and no travel was foreseen at the time of signature of the contract), WHO shall be entitled to adjust or terminate the contract if the Consultant does not obtain the necessary visa(s).

#### **6. MEDICAL CLEARANCE**

In accordance with WHO's instructions, Consultants shall be required to provide a duly completed and signed Medical Certificate of Fitness for Work. If no duly completed and signed Medical Certificate of Fitness for Work is obtained by WHO by the start date of the contract, the contract shall not become effective, and the Consultant shall not commence work on the contract.

#### **7. DECLARATION OF INTERESTS.**

WHO shall require the Consultant to complete a WHO Declaration of Interest ("DoI") and disclose any circumstances that could give rise to a potential conflict of interest in relation to the work. In such event, the DoI Form must be completed by the Consultant and evaluated by WHO, before the contract can become effective. Thus, the Consultant undertakes not to commence work on the contract, until WHO has confirmed to the Consultant in writing that the information disclosed by the Consultant does not require modification or cancellation of the contract.

#### **8. TOBACCO / ARMS RELATED DISCLOSURE STATEMENT**

The Consultant is required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco / Arms Disclosure Statement. The Contractor undertakes not to commence work on the contract, until WHO has assessed the disclosed information and confirmed to the Consultant in writing that the work can commence.

#### **9. ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION**

The Consultant warrants for the entire duration of the contract that:

(i) it is not and will 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 will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the contract; and

(iii) the Consultant shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the contract.

Any payments used by the Consultant for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

#### **10. CONCURRENT CONTRACTS**

By signing this contract, the Consultant certifies that he/she does not presently, and will not during the term of this contract:

(1) hold any form of contract with WHO (including any WHO regional, country or project office, as well as any programme, centre or other entity where staff is subject to WHO Staff Regulations and Rules) that confers upon the Consultant the status of a staff member, and/or

(2) hold concurrently with this contract any other non-staff contract issued by WHO (Special Services Agreement, Agreement for Performance of Work, Consultant Contract or other contract pursuant to which he/she will deliver work to WHO), where the overall work required of the Consultant under the various contracts is equal to 40 hours per week or more.. The Consultant understands that a false statement may result in the cancellation of any or all contracts, and/or the withdrawal of any offer of a contract, with WHO.

#### **11. RESPONSIBILITY AND INSURANCE**

11.1 As provided in section 1 above, the execution of the work does not create any employer/employee relationship between WHO and the Consultant. Accordingly, the Consultant shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury suffered by the Consultant and/or any other person whatsoever arising in or out of the execution of the work, including travel. Without prejudice to the foregoing and without altering the foregoing in any way, WHO shall, subject to the following paragraph, provide the Consultant with compulsory insurance coverage for accidents and emergency\* illness sustained during the performance of the work, as provided below.

*\*Note: "Emergency" (as used herein) means a life-threatening situation or situation where the patient must start treatment within 48 hours and for whom travel is not possible for medical reasons.*

11.2 Provided that WHO has received a duly completed and signed Medical Certificate of Fitness for Work from the Consultant, the Consultant shall be covered, subject to the conditions and limits contained in the insurance policy, for (i) compensation in case of accidental death or disability and (ii) medical expenses in case of accident or emergency\* illness. A description of the coverage pursuant to the aforementioned insurance policy and an information booklet containing additional information, including with regard to the procedure for submission and reimbursement of claims, are available on the website of Cigna: [www.cignahealthbenefits.com](http://www.cignahealthbenefits.com) under 'Plan members' the standard reference number 378/WHCPVE should be entered and on the next screen the standard date of birth 31/01/1977.

This above-mentioned insurance policy does not include general 'illness insurance' (medical insurance) for which the Consultant should obtain and maintain adequate coverage under his/her national, institutional or private health insurance scheme, or from the insurance provider proposed by WHO in accordance with sub-paragraph 11.4 below, that is valid in all locations in which the Consultant shall undertake the assignment on behalf of WHO.

In addition, for travel in WHO vehicles, WHO may provide passenger insurance covering the Consultant.

The Consultant must complete the designation, change or revocation of beneficiary form provided by WHO prior to the commencement of the work.

WHO assumes no responsibility for non-payment by the insurance company of all or part of a claim submitted by the Consultant hereunder. Insurance claims must be submitted by the Consultant directly to the insurance company, which will review and process the claim without the involvement of WHO.

11.3 Any insurance coverage provided by WHO ceases upon the expiration or earlier termination of the contract.

11.4 The Consultant may purchase additional voluntary complementary insurance coverage directly from the insurance provider proposed by WHO, for compensation in case of death due to illness and medical expenses for general (non-emergency\*) illness during the contract period. If the Consultant opts to purchase such additional voluntary complementary insurance, he/she must contact the insurance company directly and pay the applicable premiums for the whole contract period prior to the start date of the contract. All interactions relating to such voluntary complementary insurance coverage shall be between the insurance company and the Consultant, without the involvement of WHO. Further information concerning the above-mentioned voluntary complementary insurance is available on the website of Cigna: [www.cignahealthbenefits.com](http://www.cignahealthbenefits.com). Under 'Plan members' the standard reference number 378/WHCPVE should be entered and on the next screen the standard date of birth 31/01/1977.

11.5 WHO assumes no responsibility or liability with regard to any expenses which may be incurred by the Consultant in connection with any illness contracted in the location of his/her assignment with WHO which exceeds the amount of the insurance coverage (compulsory and/or voluntary) referred to in this section 11 or as a result of any failure on the part of the Consultant to ensure that he/she has adequate insurance coverage for general (non-emergency\*) illness during the contract period.

11.6 The Consultant agrees and accepts that except as explicitly provided herein, he/she shall not be entitled to any other insurance coverage, benefits and/or allowances.

## **12. PERFORMANCE OF WORK**

If the work is not satisfactorily completed (and, where applicable, delivered) by the date specified in this contract (including in respect of the submission of any required technical and financial reports), WHO may specify an additional period for this purpose. Normally such additional period shall be at least one week, unless it is clear from the contract that it was particularly important that the performance be completed and delivered on the date specified, in which case WHO may specify a shorter period or refuse to grant any additional period at all. In the event that the work is not satisfactorily performed and delivered on the date specified, or any additional period granted by WHO (including in respect of the submission of any required technical and financial reports), WHO may rescind this contract (in addition to the other remedies), subject to an equitable arrangement being made in case of delay caused by force majeure.

Any technical report or financial statement required shall be submitted by the date set in this contract, but in any event no later than the deadline for completion of the work.

## **13. TERMINATION OF CONTRACT**

In the event the consultant fails to satisfactorily perform the work or otherwise breaches any of the terms of this contract, WHO shall be entitled to terminate this contract in writing with immediate effect.

## **14. TAXATION**

WHO shall have no responsibility whatsoever for any taxes, duties or other contributions payable by the consultant. Payment of any taxes, duties and other contributions which the Consultant may be required to pay shall be the sole responsibility of the Consultant who shall not be entitled to any reimbursement thereof by WHO.

## **15. REMUNERATION AND REIMBURSEMENT OF EXPENSES**

If this contract provides for the payment of an all-inclusive sum, that sum is payable in the manner provided, subject to satisfactory performance and delivery of the work (including receipt of any required technical reports). If this contract provides for the payment of a maximum amount, the funds shall be used exclusively for the work specified in this contract and any unspent balance of advance payments shall be refunded to WHO. Payment shall be made in the manner provided subject to satisfactory performance and delivery of the work (including receipt of any required technical reports) and where applicable, subject to receipt of the required financial statements outlining and justifying the number of days or weeks worked and/or justifying any agreed expenses (including through the submission of written vouchers).

## **16. MISCELLANEOUS**

### **Contract**

The Annexes attached hereto form an integral part of this contract. The relationship between the parties is subject only to the terms and

conditions of this contract and its annexes. Any contractual terms and conditions of the Consultant, whether included in his/her offer, invoices and/or any other document, are hereby excluded.

**Information provided by the Consultant**

The Consultant certifies that any and all information provided to WHO prior to the issuance and execution of the contract (including but not limited to information concerning family relationships with serving WHO staff members, previous employment or assignments with WHO, and/or his or her higher educational qualifications) is true and complete to the best of the Consultant's knowledge.

The Consultant understands that a false statement may result in the cancellation of any or all contracts, and/or the withdrawal of any offer of a contract, with WHO.

**Breach of essential terms:**

The Consultant acknowledges and agrees that each of the provisions of Paragraphs 2.2, 2.3, 8 and 9 hereof constitutes an essential term of this contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- (i) terminate this contract, and/or any other contract concluded by WHO with the Consultant, immediately upon written notice to the Consultant, without any liability for termination charges or any other liability of any kind; and/or
- (ii) exclude the Consultant from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

**Use of WHO Name and Emblem**

Without WHO's prior written approval, the Consultant shall not, in any statement or material of an advertising or promotional nature, refer to this contract or the Consultant's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

**Surviving provisions**

Those provisions of this agreement that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

**Privileges and Immunities of WHO**

Nothing contained in this contract 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.

**17. SETTLEMENT OF DISPUTES**

Any matter relating to the interpretation or application of this agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this agreement 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, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.