

PROJECT COLLABORATION AGREEMENT

between

the

(hereinafter referred to as)
on the one side

and

[.....]
[.....]
[.....]
[.....]

(hereinafter referred to as "...")
on the other side

WHEREAS

WHEREAS; and

WHEREAS

1. The Project

1.1 The parties shall collaborate on the project described in Annex 1 attached hereto (hereinafter referred to as the "Project"), which forms an integral part of this Agreement. The activities to be carried out by each party under the Project are also described in Annex 1.

1.2 [All decisions concerning the Project shall be taken jointly by the parties.]
The implementation of Project activities by a party is subject to that party's regulations, rules and administrative practices.

2. Funding

2.1 Each party hereto shall be fully responsible for the funding of its activities under this Agreement, except as otherwise expressly be agreed in this Agreement or in any sub-agreement thereto. The implementation of each Project activity is subject to the availability of sufficient human and financial resources.

2.2 Any fund-raising for the Project will be decided jointly by the parties and will be directed primarily to governments, non-profit organizations and foundations. Any fund-raising from commercial entities or their foundations, or organizations funded mainly from commercial sources, shall be made in accordance with the rules of the parties in order to avoid any perceived conflict of interest.

2.3 Each party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices. The accounts shall be subject to audit in accordance with the party's audit rules and procedures and a copy of the report of the external auditor shall be sent to the other party, if so requested, as soon as it becomes available.

2.4 Any transfer of funds between the parties shall be made under an appropriate separate agreement, to be negotiated in good faith between the parties.

3. Copyright

3.1 As a general rule, the parties shall decide jointly what works are to be prepared under the Project and who shall be responsible for the preparation of such works.

3.2 The parties shall own jointly the copyright of any work that has been prepared jointly by the parties. All acts covered by the copyright shall be decided jointly, except that each party may itself reproduce or publish the work in accordance with its administrative rules and procedures. Any revision of the work shall be decided jointly.

3.3 Copyright of any work prepared by one of the parties on its own under this Project shall be vested in that party, who may publish the work provided that the other party has been given the opportunity to comment on the work and any references to that other party before publication, which comments shall be given due consideration by the publishing party.

3.4 Both parties shall be duly acknowledged in any work resulting from the Project and the wording of such acknowledgement shall be agreed between the parties.

4. Web site

4.1 The parties shall decide jointly on any dissemination of Project information over the Internet. The parties shall not create a separate web site for this purpose, but any information shall be disseminated on one or both parties' existing web site(s).

5. Relationship and responsibility of the parties

5.1 Nothing in this Agreement shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent. Neither party has the authority to create any obligation for the other.

5.2 Without the prior written consent of the other party, neither party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the parties under this Agreement.

5.3 The use of one party's emblem by the other party is subject to the prior approval in writing.

5.4 Each party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement. 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 Project.

6. Notices

6.1 All notices to be given under this Agreement must be in writing and sent to the address or fax number of the intended recipient set out hereinafter or to any other address or fax number which the intended recipient may designate by notice given in accordance with this Article. Any notice may be delivered personally or sent by first class pre-paid registered mail or by fax, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, 48 hours after posting; and if by fax when despatched provided the sender's fax machine produces automatic receipt of error free transmission to the intended recipient's fax number.

If to WHO: World Health Organization
Attention: [.....]
20, Avenue Appia
CH-1211 Geneva 27
Switzerland
Tel.: 41 22 791
Fax: 41 22 791

If to [...]: [.....]
Attention: [.....]
[address.....]
.....
.....]
Tel: [.....]
Fax: [.....]

7. General provisions

7.1 This Agreement comes into force upon its signature by both parties and expires when all activities under the Project have come to an end.

7.2 This Agreement may be modified by mutual written consent of the parties. The Agreement may be terminated by either party with one month's notice, subject to the orderly conclusion of any ongoing activities and the settlement of any outstanding obligations.

7.3 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, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

7.4 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.

Agreed and signed on behalf of the
World Health Organization

Signed on behalf of [.....]

[Name]

[Name]

[Title]

[Title]

Date

Date

Annex 1: Project Description

[to be completed]