

## **Memorandum of Understanding**

### **Between**

the World Health Organization, acting through the Secretariat's Family, Women's and Children's Health Cluster (**hereinafter "WHO"**) located at Avenue Appia 20, 1211 Geneva 27, Switzerland.

### **and**

the Secretariat of the Convention on Biological Diversity (**hereinafter "SCBD"**) located at 413 St-Jacques Street West, Suite 800 in Montreal, Quebec, H2Y 1N9, Canada.

**(each of WHO and SCBD hereinafter referred to individually as a "Party" and jointly as the "Parties")**

### **WHEREAS**

WHO and SCBD wish to strengthen their existing collaboration in:

1. Raising awareness of the complex linkages between biological diversity, ecosystems and human health;
2. Leveraging scientific expertise and experience of WHO, SCBD and relevant partners on the scientific, technical and technological work of the SCBD and WHO regarding human health and biodiversity inter-linkages including, as appropriate, the implementation of the Strategic Plan for Biodiversity 2011-2020 adopted by Conference of the Parties to the Convention in Biological Diversity at its tenth meeting and noted with appreciation by the sixty-fifth session of the United Nations General Assembly, and any other area of mutual interest, in line with the objectives for sustainable development set out by the United Nations.

WHO is the directing and coordinating authority on international health work in the United Nations system. It is responsible for providing leadership on global health matters, shaping the health research agenda, setting norms and standards, articulating evidence-based policy options, providing technical support to countries and monitoring and assessing health trends.

SCBD was established by Article 24 of the Convention on Biological Diversity to support its goals: the conservation of biological diversity (biodiversity), the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources. SCBD is hosted by the United Nations Environment Programme (UNEP).

**NOW, therefore, the Parties hereby arrange as follows:**

### **1. Objective and areas of collaboration**

1.1 Where possible and appropriate, the Parties wish to collaborate in activities of mutual interest which may include the organization of regional capacity building workshops, the preparation of relevant publications and awareness raising tools and materials or any other relevant joint activity agreed by both Parties.

1.2 The Parties intend to establish a liaison group on human health and biodiversity linkages. The liaison group will provide a platform to collaboratively:

- i. request expert advice and assistance
- ii. exchange information and
- iii. coordinate activities related to human health and biodiversity linkages.

1.3 The liaison group shall be comprised of a number of experts from organizations and institutions with demonstrated expertise in the areas of human health and biodiversity, as invited by WHO and SCBD. The liaison group will develop its terms of reference in line with the elements identified in 1.2 above and will submit them to the Parties for consideration and approval.

### **2. Form of collaboration**

Each Party hereto shall be fully responsible for funding its activities under this memorandum. Any area of collaboration as outlined above under 1. shall be subject to the availability of sufficient financial and human resources for that purpose, as well as to each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity shall be arranged on a case-by-case basis, subject to a separate exchange of letters, Memorandum of Understanding or similar instrument, as the case may be.

### **3. Liability**

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this memorandum and/or any subsequent instruments. Thus, neither Party shall be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this memorandum and/or any subsequent instrument.

### **4. Use of the Parties' names**

Except as explicitly provided in this memorandum and/or any subsequent instrument, no Party shall, in any statement or material of a promotional nature, refer to the relationship of the Parties under this memorandum and/or any subsequent instrument, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of that other Party.

## **5. Relationship of the Parties**

For the purposes of this memorandum, each Party is independent and not the joint venturer, agent or employee of the other Party. No Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for in this memorandum or authorized in writing by the other Party.

## **6. Termination and withdrawal**

6.1 This memorandum shall be valid for an initial period of 6 years, commencing 1 July 2015 and ending 30 June 2021, unless terminated earlier by any Party for cause, or without cause by giving three months' notice in writing to the other Party.

6.2 The collaboration outlined in this memorandum may be reviewed upon the request of either Party.

6.3 Notwithstanding the foregoing, it is agreed that any termination of this memorandum by a Party, shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties accrued prior to the date of termination.

## **7. Amendments**

This memorandum may only be amended in writing by mutual consent of the Parties.

## **8. Focal points**

Each party shall nominate a focal point to facilitate coordination and implementation between SCBD and WHO in respect of any matters arising from this memorandum.

## **9. Existing arrangements with UNEP**

This Memorandum of Understanding is without prejudice to any existing arrangements and/or Memoranda of Understanding in which WHO and UNEP may participate.

## **10. Privileges and immunities**

Nothing contained in this memorandum shall be construed as a waiver of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court or jurisdiction.

In witness thereof, the Parties have signed this Memorandum in Geneva/Montreal, in the English language, in two originals, both copies equally authentic.

For the Secretariat of the Convention  
on Biological Diversity

For the World Health Organization

Name: Dr. Braulio Ferreira de Souza Dias



Name: Dr. Flavia Bustreo

Title: Executive Secretary

Title: WHO Assistant Director-General



Date: 23 July 2015



Date: 6 July 2015