

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD HEALTH ORGANIZATION (WHO)

AND

THE UNITED NATIONS OFFICE ON DRUGS AND CRIME (UNODC)

**Memorandum of Understanding between the World Health Organization (WHO)
and the United
Nations Office on Drugs and Crime (UNODC)**

Preamble

This Memorandum of Understanding (hereinafter referred to as the “Memorandum”), is entered into by the World Health Organization (hereinafter referred to as “WHO”), and the United Nations Office on Drugs and Crime (hereinafter referred to as “UNODC”). WHO and UNODC are hereinafter jointly referred to as the “Parties”.

WHEREAS WHO is the directing and coordinating authority on international health work, and 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;

WHEREAS UNODC is the leading entity in the United Nations system for addressing and countering the world drug problem, and has the mandate to support Member States in preventing crime and violence and strengthening their justice systems, and is the United Nations Joint Programme on AIDS (UNAIDS) convening agency for the response to HIV among people who use drugs and people in prisons;

WHEREAS the Parties have maintained longstanding and effective collaboration with their distinct yet complementary roles within the UN system, and have successfully implemented previous arrangements;

WHEREAS the Parties share similar objectives, in pursuit of the 2030 Agenda for Sustainable Development, to support national governments in their efforts to achieve the Sustainable Development Goals through an integrated approach, particularly SDG 3 “Ensure healthy lives and promote well-being for all at all ages” and its targets 3.3 “Ending the AIDS epidemic and combating hepatitis”, 3.4 “Prevention and treatment of noncommunicable diseases and promotion of mental health”, 3.5 “Strengthen the prevention and treatment of substance abuse, including narcotic drugs and harmful use of alcohol”, 3.8 “Universal health coverage” and 3.b “Access to essential medicines”, as well as SDG target 5.2 “eliminate all forms of violence against women and girls”, SDG target 16.1 “Significantly reduce all forms of violence and related death rates everywhere” and target 16.2 “end abuse, exploitation, trafficking and all forms of violence against children”, the target date for achieving the SDGs being 2030;

WHEREAS WHO and UNODC, through the Executive Heads of UNODC and WHO are committed fully to implement within their respective mandates and roles operational recommendations of the outcome document entitled “Our joint commitment to effectively addressing and countering the world drug problem” adopted by the thirtieth special session of United Nations General Assembly;

WHEREAS the Executive Heads of UNODC and WHO are committed fully to UN reform aimed at enhanced efficiency, effectiveness and coherence and to delivering

better together at the global, regional and national level, including through the Delivering as One approach, in support of the SDGs, and through participation in the UNCTs to support countries in developing UNDAFs and other country programming documents that aim to contribute to the achievement of the SDGs;

THEREFORE, the Parties have agreed to strengthen their collaboration under this memorandum of understanding and to establish appropriate working arrangements for the satisfactory implementation of the Memorandum.

Article I Purpose

- 1.1 The purpose of the present Memorandum is to facilitate collaboration between the Parties hereto in matters of common interest to them, and to establish the arrangements necessary for the implementation of the Memorandum.
- 1.2. This MOU does not of itself give rise to any implication of commitment of resources, financial or otherwise for any Party.

Article II Scope

2.1 Where possible and appropriate, the Parties to this Memorandum hereby agree to join efforts and to maintain a close and continuous working relationship for the achievement of their common objectives and for the implementation of the Memorandum. To this end, they shall, in accordance with and subject to the provisions hereinafter set forth, cooperate on matters of common concern to them and draw-up and implement programmes and program activities jointly within the areas of cooperation defined in Article III of this Memorandum. All activities carried out in the framework of this Memorandum will be undertaken in accordance with the respective Rules and Regulations and Procedures, as well as resolutions/decisions of the Governing Bodies of the Parties.

2.2 Any collaborative activity under this Memorandum shall be subject to the availability of sufficient financial and human resources for that purpose, as well as full compliance with each Party's programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices. Each collaborative activity shall thus be agreed on a case-by-case basis, subject to separate exchange of letters or agreement.

2.3 Implementation of any subsequent projects and programmes pursuant to this MOU involving the transfer of funds between the Parties will necessitate the execution of appropriate agreements between the Parties.

Article III

Areas of Collaboration

3.1. In particular, the Parties anticipate that their collaboration will focus on activities in the areas of:

3.1.1. ***Prevention of drug use and drug use disorders*** by providing accurate information about psychoactive drugs and drug use, promoting evidence-based prevention strategies and programs and supporting countries in their implementation, enhancing cooperation between public health, education, law enforcement and other sectors.

3.1.2. ***Treatment of drug use disorders*** by implementing the global UNODC/WHO program on drug dependence treatment and care and other collaborative activities aimed at supporting countries in improving coverage and quality of the prevention, treatment, care and rehabilitation services for drug use disorders in different settings, and by promoting public health oriented interaction between public health and criminal justice systems.

3.1.3. ***Access to controlled drugs for medical purposes***, in particular for pain and palliative care, by implementing the global UNODC/WHO/UICC program on increasing access to controlled drugs for medical purposes, providing technical assistance to countries in the development of balanced national policies and best practices for improving access and use of affordable quality controlled medicines for pain and palliative care.

3.1.4. ***New Psychoactive Substances (NPS)***: Collection, analysis, sharing and dissemination of information on the most prevalent, persistent and harmful psychoactive substances, in the framework of international treaty provisions for the changes in the scope of control of substances, pursuant to article 3 of the Single Convention on Narcotic Drugs of 1961 as amended by the 1972 Protocol and article 2 of the Convention on Psychotropic Substances of 1971, including their review by the WHO Expert Committee on Drug Dependence (ECDD) as well as providing support to countries in addressing the related challenges of NPS, including those relating to health.

3.1.5 ***Prevention, diagnosis, treatment, care and support for HIV, viral hepatitis and tuberculosis*** among people who use drugs and in prisons by promoting evidence-based strategies and interventions, providing technical support to countries in their implementation and producing joint estimates on the prevalence of injecting drug use, of HIV and HCV among people who inject drugs and on the coverage of harm reduction services for people who inject drugs.

3.1.6. ***Prevention of violence and violence-related deaths*** by promoting evidence-based violence prevention policy and programs, supporting their country-level implementation, monitoring the uptake and effectiveness of evidence-based programming at all levels, and collecting, collating, analysing and disseminating data on deaths due to homicide, including the joint estimates related to SDG monitoring for target 16.1 (intentional homicide), and harmonization of technical tools and systems for homicide and other violence-related incidents.

3.1.7. **Monitoring drug use and its health and social consequences** at global level by supporting countries in systematic collection, collation, reporting, analysis and dissemination of reliable and comparable epidemiological data, promoting international cooperation, sharing and jointly reviewing the relevant data, producing/updating methodological guidelines and other technical tools, jointly chairing and steering the work of the Inter-Agency Technical Working Group on Drug Epidemiology (IATWG-DE), and working towards producing the joint estimates related to SDG monitoring for target 3.5 (treatment coverage for drug use disorders).

3.2. The above list is not exhaustive and should not be taken to exclude or replace other forms of collaboration between the Parties on other issues of common interest.

Article IV Modalities of the Collaboration

4.1 Further to the achievement of their common objectives, the Parties intend to consider ways to:

- (i) share knowledge, ideas and lessons learned;
- (ii) promote consultation between staff on topics of mutual interest;
- (iii) second or loan staff, where and when appropriate;
- (iv) develop initiatives and pilot projects jointly on the basis of mutually agreed objectives and modalities;
- (v) collaborate on the promotion, preparation and organization of joint seminars, conferences, briefings and information sessions;
- (vi) promote ways to collaborate with other entities, which could bring further support to the activities pursued under this Memorandum;
- (vii) collaborate on the dissemination of lessons learned and, where possible, disseminate appropriate results of projects/research through publications, the Internet and other easily accessible means; and,
- (viii) plan joint capacity-building programmes in areas of common interest.

4.2. The Parties anticipate that each Party will contribute to the activities undertaken pursuant to this Memorandum in one or more of the following ways:

- (i) mobilization of its own staff for the pursuit of the objectives of this Memorandum;
- (ii) provision of facilities for workshops, conferences or training seminars;
- (iii) consideration of providing support to relevant stakeholders; and,
- (iv) such other means as the Parties may agree upon.

4.3 This Memorandum will be brought to the attention of the relevant staff of both Organizations. The Parties will collaborate to provide guidance, information and learning tools to the staff members concerned, so as to enhance cooperation in the agreed fields (it being understood and agreed that any sharing of information shall be subject to the disclosing Party having the legal right to do so, and subject to the provisions on confidentiality set forth below).

4.4. The Parties recognize the value and need for sharing statistical and scientific information in order to avoid duplication in the collection, analysis, publication and distribution of such information.

Article V

Implementation, Monitoring and Evaluation

5.1. A Steering Group made up of representatives of WHO and UNODC, shall guide the collaboration under this MOU. The Steering Group will confer periodically to review cooperation, to evaluate progress and to make recommendations to the Parties, as appropriate, including with regard to future activities in the priority areas of cooperation mentioned in Article III and matters which might affect the successful completion of collaborative activities agreed pursuant to this Memorandum. The meetings of a Steering Group will take place at least once every 6 months to:

- a. discuss technical and operational issues related to furthering the objectives of this MOU; and
- b. review the progress of collaborative work undertaken by WHO and UNODC and to plan future activities in the priority areas of collaboration mentioned in Article III.

5.2. Within the context defined above, further bilateral meetings will be encouraged and set up on an ad hoc basis as deemed necessary by the relevant divisions of UNODC and WHO to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.

5.3. The Parties will share with each other all relevant information and documents, including research data and reports and any other information related to the activities, outputs and finally impact of this collaboration (it being understood and agreed that any sharing of information shall be subject to the disclosing Party having the legal right to do so, and subject to the provisions on confidentiality set forth below).

Article VI

Intellectual Property

6.1. Nothing in this MOU grants or implies rights to, or interest in, any intellectual property of any Party.

6.2. The Parties recognize the importance of intellectual property rights protecting the data, information, documentation and other materials used for, or resulting from, the joint activities conducted under the framework established by this Memorandum. This Memorandum does not constitute a grant by either Party of any rights to the data, information, documentation and any other materials belonging to, or created by, that Party to the other Party. WHO will retain intellectual property rights in all data, information, documentation and other materials developed and produced by WHO, its staff or consultants and UNODC will retain intellectual property rights in all data,

information, documentation and other materials developed and produced by UNODC, its staff and consultants. The Parties will agree, in writing, on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, as well as the right of either Party to use any pre-existing or new intellectual property of the other Party.

Article VII Confidentiality

7.1. It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MoU shall be treated by the Receiving Party as confidential. In this connection, the Receiving Party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder. However, there shall be no obligation of confidentiality or restriction on use where:

- (i) the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or
- (ii) the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or
- (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party.

Article VIII Publications

8.1 Subject to each Party's the proprietary rights and/or the proprietary rights of others, and without prejudice to obligations of confidentiality, the results of any collaborative activity under this Memorandum of Understanding may be published by either Party. The Parties are encouraged to publish the results of their joint work in a collaborative fashion. Guidelines for authorship of major, international, peer-reviewed journals will be used to establish authorship of collaborative publications. In regard to separate publications, it is agreed that in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Party shall transmit to the other Party for its review the material intended to be published at least 60 (sixty) days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of any objection by the other Party within that 60-day period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledge the Parties. In addition to review of the content of

publications as referred to above, each Party shall have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that its name be deleted altogether.

8.2 Copyright in any jointly prepared publications resulting from or relating to any of the collaborative activities under this MoU shall be vested in WHO and UNODC jointly, who shall each independently and severally be entitled to exploit such copyright in any manner and for any purpose as they may each in their sole discretion deem appropriate, except that the Parties shall confer on, and to greatest extent seek to coordinate, the manner in which they shall exploit this right, and except that no use shall be made of such publications for or in conjunction with the promotion of any company, products or services.

8.3 Copyright in any publications resulting from or relating to any of the collaborative activities under this MoU, and prepared by one of the Parties hereto on its own, shall be vested in that Party, provided however, that any such publication shall be submitted to the other Party for review and comments in accordance with paragraph 8.1 above.

8.4 In accordance with WHO open access publishing policy, any publications published by WHO or published jointly by WHO and UNODC shall be published under the Creative Commons IGO (intergovernmental organizations) 3.0 licensing system, or any later version or other licensing system that WHO and UNODC may adopt.

8.5 Where appropriate, separate publishing agreements shall be concluded by both parties for each individual publication arising from the collaborative activities under this MoU.

Article IX Fundraising

9.1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the programmes, projects, and activities to be developed or carried out pursuant to this MoU.

9.2. No Party will engage in fundraising with third parties in the name of or on behalf of the other Party without the prior express written approval of the other Party in each case.

Article X Visibility

10.1. The Parties may elect to recognize and acknowledge this partnership, as appropriate, and will consult with each other concerning the manner and form of such recognition and acknowledgement prior to any such activities.

10.2 Each Party agrees to acknowledge the role and contribution of the other Party in all public information documentation relating to activities within the scope of this Memorandum in accordance with Article 11.1.

10.3. Where possible and appropriate, the Parties, separately or jointly, will give visibility to the projects/programmes, their conception, their implementation, their impact and their outcomes through information and communication activities.

10.4. The Parties will strengthen collaboration in the area of communication and media outreach, in order to improve knowledge and awareness of the priorities and activities of the Parties, and to anticipate and bridge potential gaps in each other's communication plans, especially in areas of joint concern.

Article XI Use of Name and Emblem

11.1. Except as explicitly otherwise provided in this MoU and/or any subsequent agreement, each Party shall seek the written consent of the other Party prior to using the other Party's name, acronym and/or emblem in any public statements or materials relating to the Parties' collaboration and/or activities carried out under this MoU.

11.2. No Party will use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, or refer to the relationship with the other Party pursuant to this MoU, in connection with its business, for any promotional material, or otherwise, without the prior expressly written approval of the other Party in each case. In no event will authorization of the WHO or UNODC name or emblem be granted for commercial purposes.

Article XII Disclosure and Publicity

12.1 The Parties may make this Memorandum publicly available.

Article XIII Term, Termination, Amendment

13.1 This Memorandum shall enter into effect upon its signature by both Parties, and shall remain valid for a period of five years, unless terminated earlier pursuant to paragraph 14.3. The Parties may renew this Memorandum through an exchange of letters three months prior to the termination of this Memorandum.

13.2 This Memorandum may be amended only by mutual written agreement of the Parties. The Parties may, by exchange of letters, amend any of the provisions of this Memorandum or enter into supplementary arrangements designed to further specify the scope of the present Memorandum.

13.3 This Memorandum may be terminated at any time by mutual written agreement of the Parties. Furthermore, this Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party.

13.4 Notwithstanding its termination, the provisions of this Memorandum shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties. In addition, the rights and obligations of the Parties set forth in Articles VI, VII, VIII, XV and XVI shall survive without any expiration period applying.

Article XIV Relationship of the Parties

14.1 For the purposes of this MoU, each Party is an independent Contractor 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 MoU or authorized in writing by the other Party.

Article XV Liability

15.1 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 arrangements. 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 arrangements.

Article XVI Effect, Settlements of Disputes and Privileges and Immunities

16.1 This Memorandum shall be regarded as an administrative arrangement between the Parties hereto. The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this MoU or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date a Party has notified another Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Parties.

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

IN WITNESS THEREOF, the Parties have caused this Memorandum to be executed as of the date written below.

For WHO

For UNODC

Dr Margaret Chan
Director-General

Yury Fedotov
Executive Director

Date
Place

Date
Place