MEMORANDUM OF UNDERSTANDING

between

the World Health Organization

and

the United Nations Human Settlements Programme

Introduction

WHEREAS, the World Health Organization ("WHO"), having its headquarters in Geneva, Switzerland, is the United Nations agency for health and the directing and coordinating authority on international health, and provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS, the United Nations Human Settlements Programme ("UN-HABITAT"), having its headquarters in Nairobi, Kenya, is the United Nations programme for human settlements and sustainable urban development, and a leading authority on multiple urban development issues; and

WHEREAS, WHO and UN-HABITAT (the "**Parties**") have recognized the need to collaborate towards the "triple billion" targets of WHO's Thirteenth General Programme of Work 2019-2023 (GPW13), the implementation of The New Urban Agenda and the realisation of Sustainable Development Goals (SDG), in particular SDG 3 ("Good health and well-being") and SDG 11 ("Make cities inclusive, safe, resilient and sustainable");

Now, therefore, the Parties decide as follows:

Article 1 Objectives and Areas of Cooperation

- 1. The objective of this Memorandum of Understanding is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objective to promote and monitor global action to improve urban health. This objective will be pursued considering previous collaborative activities between the Parties, including the following:
 - Former collaboration between UN-HABITAT and WHO on topics of mutual interest including, but not limited to the following areas: urban planning; urban basic services (such as water, sanitation and waste management); air quality, transportation and road safety; healthy cities and housing, health and migration; the environmental management of communicable diseases (e.g., integrated vector management); the management of the epidemic risk associated with vector-borne diseases; the United Nations Interagency Task Force on Noncommunicable Diseases; and in addition the experience drawn from the implementation of field projects (such as the Urban Health Initiative to reduce urban air pollution in Ghana and Nepal);
 - The existence of a previous Memorandum of Understanding between WHO and UN-HABITAT in 2011, whose primary focus areas included urban health knowledge exchange, capacity training, and the development of urban health indicators and metrics.
- 2. The Parties intend to continue collaborating on the following preliminary overarching themes for this Memorandum of Understanding:
 - (a) to elevate urban issues in the national agendas of Member States, including to increase focus on health, health equity and quality of life;
 - (b) to continue to generate evidence for sustaining actions on social and environmental determinants of health in urban settings;
 - (c) to build capacity and empower local governments, communities, professional networks and the urban poor to act on modifying the determinants of health;
 - (d) to advocate for inter-sectorial policies and multi sectoral activities for urban health and development;

- (e) to develop inclusive approaches that address the most vulnerable in urban settings, including but not limited to: the urban poor, slum-dwellers, homeless persons, migrants, refugees and displaced persons; and
- (f) to strengthen preparedness and response to foodborne, climate change and urban crises, including anthropogenic, zoonotic and naturally occurring emergencies.

Specific activities that will be pursued will include the following areas, which will be further articulated in a detailed workplan agreed between the Parties, outlined in Annex 1 attached hereto, which will form an integral part of this Memorandum of Understanding:

Strategic and cross-cutting themes

- (a) Policy and strategy alignment, focusing on the development of a WHO urban health strategy, building on organization wide programmes and initiatives and in support of resolutions of both agencies such as the 2030 Agenda for Sustainable Development, GPW13 and the following general programmes of work, the International Health Regulations, the Sendai Framework for Disaster Risk Reduction and the New Urban Agenda.
- (b) Development of harmonized approaches for disaggregated data including intra-urban differences, to improve evidenced-based decision making.
- (c) Strengthening research and innovation on urban health, including related to the management of urban epidemic risk.
- (d) Developing joint positions on key urban health issues for advocacy and communications.
- (e) Identification of capacity development gaps including multi-sectoral approaches (also between national, local and city council administration).
- (f) Programmatic and project linkages between headquarters, regional and country offices.

Specific technical themes

(a) **Urban and territorial planning and health,** focusing on the development of technical guidance and tools to support local and regional governments in the incorporation of health into urban and territorial planning; building capacities to support local emergency preparedness responses and recovery for all hazards addressing the vulnerable groups; and the promotion of illustrative case studies and advocacy frameworks.

- (b) Noncommunicable diseases management and prevention and injury prevention in urban settings, focusing on the development of technical guidance and provision of capacity building to support the selection and implementation of noncommunicable diseases and injury prevention policies and programmes at the city level including through legal and fiscal policy measures; the collection and monitoring of data on urban noncommunicable diseases, mental health, injury prevalence and sustainable (and active) transport; and the development of advocacy materials to raise global awareness of the importance of local action and promote good practices.
- (c) **Urban environmental health and basic services,** focusing on the development of technical tools to reduce pollution (air, soil and water) support action to identify and address environmental determinants of health, such as to improve air quality, safe water supply and climate adaptation and mitigation at the local level; improve universal health coverage and equitable coverage of health services in urban areas; the provision of technical assistance to cities where requested; and the provision of national, regional and global capacity-building sessions.
- (d) Emergency preparedness and responses in urban settings with a risk management inclusive approach for all hazards including COVID-19 and other communicable diseases, outbreaks and climate change impacts, focusing on the development and implementation of a framework and technical guidance relevant to cities and local authorities during the current pandemic and preparation for future scenarios building on the lessons learnt; building capacity to support local risk management actions for resilience to emergencies impacting urban health; and documentation and promotion of good practices and learnings from city-level responses to the COVID-19 pandemic and other health emergencies (including the public health precautionary measures, accessibility to vaccination and therapeutical services) through partnerships between humanitarian, development and peace actors (the "HDP Nexus") in order to contribute towards making cities affected by urban displacement more resilient to infectious hazards.
- (e) **Urban health and migration** building on the joint work under the UN Migration Network, a separate Network established by the United Nations, which relates to access to basic services and proposes the establishment of a UN Migration Multi-Partner Trust fund amongst other activities.
- (f) **Environmental management of vector-borne diseases** building on the past joint work of the WHO/FAO/UNEP/UNHABITAT Panel of Experts for the Environmental management of Vector Control (PEEM) and the RBM End Malaria Now initiatives particularly in the promotion of multi-sectoral approaches in Urban Settings through innovate tools development, capacity development and advocacy for sustainable integrated vector management and surveillance, including chemicals safety issues.

- (g) **Safe and healthy housing** building on the joint work related to the development and implementation of the WHO Housing and Health Guidelines, including the development of tools, case studies and awareness raising materials; and further strengthening work on development of adequate housing definition, healthier and more accessible common spaces and related indicators.
- (h) **Safer and healthier diets in cities,** focusing on the improvement and implementation of guidance for safe and healthy foods in traditional food markets to prevent and control potential future zoonotic and foodborne disease outbreaks while increasing the availability of fresh foods, ideally locally produced.

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

3. This Memorandum of Understanding is not an international convention or agreement, is not subject to international law, is not intended to give rise to any rights or obligations at international law, and does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either UN-HABITAT or WHO.

Article 2 Organization of the Cooperation

- 1. The Parties intend to hold joint meetings regarding this Memorandum of Understanding on a regular basis, including by teleconference, videoconference, and face-to-face meetings, and develop a draft joint work programme for approval by each Party, to evaluate progress, and to make recommendations between the Parties, as appropriate. The parties intend to develop a yearly workplan. A focal point(s) from each Party, for each of the key thematic priorities will be specified for the relevant department/unit and/or responsible office.
- 2. An annual high-level meeting including headquarters and regional representatives will take place to regularly take stock of the collaboration and joint activities, define and reorient priority areas of collaboration, as needed.

Article 3 Implementation, Financial Obligations, and Fundraising

1. Implementation of any of the activities outlined in this Memorandum of Understanding will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices.

- 2. No transfer of funds between the Parties is envisioned in connection with this Memorandum of Understanding, and any such transfer of funds would be subject to separate agreement between the Parties.
- 3. While joined resource mobilization is encouraged on specific activities, neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.

Article 4 Intellectual Property Rights

- 1. Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this Memorandum of Understanding, which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties prior to the dissemination of such intellectual property.
- 2. Without prejudice to paragraph 1 above, all publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding will be consistent with WHO and UN-Habitat policies.

Article 5 Official Emblems and Logos

Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

Article 6 Disclosure and Publicity

- 1. Subject to the provisions of Article 5 above, each Party may acknowledge the existence of this Memorandum of Understanding to the public, as well as to the extent possible, general information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this Memorandum of Understanding.
- 2. Each Party may publish this Memorandum of Understanding on its website, provided that the context in which each Party intends to do so will be subject to the advance legal clearance and written agreement of the other Party (agreement not to be unreasonably withheld), and except as explicitly provided herein, this Memorandum of Understanding and any subsequent agreements and/or any individual clauses contained therein will not be publicly disclosed or made available without the prior written agreement of both Parties.

Article 7 Responsibility

Each Party will be solely responsible for the manner in which it carries out its part of the activities under this Memorandum of Understanding. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's personnel or contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

Article 8 Notification and Amendment

- 1. Each Party will promptly notify other Party in writing of any anticipated or actual material changes that will affect the execution of this Memorandum of Understanding.
- 2. This Memorandum of Understanding may be amended only by mutual written agreement of the Parties.

Article 9 Duration and Termination

- 1. This Memorandum of Understanding will begin on signature by the authorized official of each Party. If the signing occurs on different dates, this Memorandum of Understanding will take effect on the date of the last signature thereof.
- 2. The Memorandum of Understanding will continue until 30 September 2026 and may be extended at that time by written agreement of the Parties for additional periods of five years.
- 3. Either Party may terminate this Memorandum of Understanding subject to three (3) months' advance written notice to the other Party. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this Memorandum of Understanding as of the time of such notice of termination.

Article 10 Communications

All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses:

For UN-HABITAT: For WHO:

Mr Rafael Tuts Dr Etienne Krug,

Director, Department for Social

Global Solutions Division Determinants of Health

<u>raf.tuts@un.org</u> <u>kruge@who.int</u>

Copy: Graham Alabaster

Head Geneva Office a.i.

Graham.alabaster@un.org

Copy: Nathalie Roebbel

Head Urban Health

roebbeln@who.int

Article 11 Dispute Resolution, No Waiver

1. Any dispute relating to the interpretation or application of this Agreement will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will 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 as at present in force. The Parties will accept the arbitral award as final.
2. Nothing contained herein will be construed as a waiver of any of the privileges and immunities enjoyed by either Party under national or international law, and/or as submitting either Party to any national court jurisdiction.
Signed in duplicate on the date provided below:
For the World Health Organization:
Dr Tedros Adhanom Ghebreyesus
Director-General
Date:
For the United Nations Human Settlements Programme:
Ms Maimunah Mohd Sharif Executive Director
Date:

Annex 1

WHO-UN-Habitat Initial Work Plan

1st biennial workplan

This initial workplan considers both cross-cutting and strategy setting activities, including for the cooperation between the regional and country offices, as well as thematic areas.

In order to consolidate the policy and strategy alignment between both agencies at headquarters, regional and country level, it is proposed that annual meetings are organized between the different thematic and regional focal points, complemented by bilateral meetings between the respective heads of regional offices. Collaboration on humanitarian emergencies will take place on based on emerging threats and needs.

Specific technical areas from above are further articulated in this Annex as follows:

a) Urban and territorial planning and health, focusing on the development of technical guidance and tools to support local governments in the incorporation of health into urban and territorial planning; building capacities to support local responses; and the promotion of illustrative case studies and advocacy frameworks.

Technical assistance

- The development of technical guidance and tools to support local governments in the incorporation of health into urban and territorial planning, especially on public space;
- Building capacities to support local responses through training workshops.

Knowledge exchange

- Promotion of illustrative case studies and advocacy frameworks.
 - b) Noncommunicable diseases management and prevention and injury prevention in urban settings, focusing on the development of technical guidance; provision of capacity building; the collection and monitoring of data; and the development of advocacy materials.

Technical assistance

 The development of technical guidance and provision of capacity building to support the selection and implementation of key noncommunicable diseases and injury prevention and management policies at the city level, based on existing WHO global guidance for these topics and reflecting the impact of cross-cutting issues such as urban planning and law and fiscal policy.

- The collection and monitoring of data on urban noncommunicable diseases management and prevention and injury prevalence, disaggregation to identify key vulnerable populations, and analysis of implications for policy priorities or targeted interventions.
- The collection and monitoring of data on urban developments, aligned with SDG indicators (such as access to public transport, access to public open space) and develop guidance on data collection and analysis to inform policy priorities or targeted interventions.
- Participation in the Inter-agency technical working group UNODC-WHO Programme on Drug Dependence Treatment and Care and activities under the United Nations Inter-Agency Task Force on the Prevention and Control of NCDs in line with the 2022-2025 Task Force Strategy.

Knowledge exchange

- Development of agency briefs on noncommunicable diseases, risk factors, mental health and road safety.
- The development of advocacy materials to raise global awareness of the importance of local action to prevent noncommunicable diseases management and prevention and injuries, including promotion at high-level events.
- The identification and promotion of good practices relevant to noncommunicable diseases management and prevention and injury prevention efforts within urban environments, and the promotion of successful real-life examples from cities.
 - c) Urban environmental health and basic services, focusing on the development of technical tools; the provision of direct technical assistance; and the provision of capacity building to address local priority issues.

Technical assistance

- The development of technical tools to support action to improve water, soil, air quality at the local level.
- The provision of technical support to implement interventions to promote cleaner air, safe water and energy in cities, including workshops, trainings and responses to specific requests as needed.
- The provision of national, regional and global capacity-building sessions.
- Continued collaboration on monitoring of SDG 6.

Knowledge exchange

- The identification and exchange of good practices from real-life experiences of cities, including an understanding of some of the major successes and challenges they have faced.

d) Emergency preparedness and responses in urban settings with a risk management inclusive approach for all hazards including COVID-19 and other communicable diseases, outbreaks and climate change impacts, focusing on the development and implementation of a framework and technical guidance; building local capacity for emergency response; and the identification and promotion of good practices.

Technical assistance

- The development and implementation of a framework and technical guidance relevant to cities and local authorities during the current pandemic and in preparation for future scenarios.
- Development of a strategy to disseminate the urban preparedness framework to the regions.
- The design and delivery of capacity building sessions to support local responses to emergencies impacting urban health, for COVID-19 and other priorities as identified or requested by cities.
- Participation in joint technical meetings.
- Participation with WHO-Techne.

Knowledge exchange

- The identification and exchange of good practices from real-life experiences of cities, including an understanding of some of the major successes and challenges they have faced.
 - e) Urban Health and Migration building on the joint work under the UN Migration Network, related to access to basic services and the establishment of a UN Migration Multi-Partner Trust fund amongst other activities.

Technical assistance

- The development of technical guidance relevant to urban settings in relation to migrants, refugees and IDPs and their health.
- Development of methods relating to assimilative capacity of urban areas.
- Participation in joint technical meetings.

Knowledge exchange

- Sharing of experience of good practices from real-life experiences of cities, including an understanding of some of the major successes and challenges they have faced.

f) Environmental Management of Vector-borne diseases focusing on the development of technical guidance; building local capacity for emergency response; and the identification and promotion of good practices.

Technical assistance

- Development of a framework and guidance for response to Malaria and other vector borne diseases in urban areas in line with strategies of Global Malaria Programme and Control of Neglected tropical Diseases.
- Support to the Roll Back Malaria-Multisector Working Group and others, as appropriate.
- Partnership on "Healthy Cities, Healthy People" initiative.
- Participation in joint technical meetings.

Knowledge exchange

- Sharing of experience of good practices from cities, including an understanding of some of the major successes and challenges in integrated activities across sectors they have faced.
- Development of joint statements on Malaria, Aedes -borne disease management and other vectors in urban settings.
 - g) Safe and healthy housing building on the joint work related to the development and implementation of the WHO Housing and Health Guidelines, including the development of tools, case studies and awareness raising materials; and further strengthening work on development of adequate housing definition and related indicators.

Technical assistance

- Development of a technical workshops and capacity-building initiatives in the application of the guidelines at city level.
- Documentation of further case studies and good practices in healthy housing.
- Further articulation of the right to healthy housing.

Knowledge exchange

- Sharing of experience of good practices from cities, including an understanding of some of the major successes and challenges faced.
- Development of joint position statements on housing and health.

h) Safer and healthier diets in cities, focusing on the improvement and implementation of guidance for safe and healthy foods in traditional food markets to prevent and control potential future zoonotic and foodborne disease outbreaks while increasing the availability of fresh foods, ideally locally produced.

Technical assistance

 Development of a technical workshops and capacity-building initiatives in the application of the food market guidelines at city level.

Knowledge exchange

- Sharing of experience of good practices from cities, including an understanding of some of the major successes and challenges faced.

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