

AGREEMENT

between

International Bank for Reconstruction and Development

and

United Nations

Concerning

the Implementation of the HIV Post-Exposure Prophylaxis Program

Purpose

1. This agreement (the “Agreement”) is made between the United Nations (the “Recipient”), and the International Bank for Reconstruction and Development (the “Bank”) (collectively the “Parties”), with regards to a contribution as defined in Paragraph 6, below (the “Contribution”) to be provided by the Bank to the Recipient for the purpose of supporting the UN’s Implementation of the HIV Post-Exposure Prophylaxis Program (“PEP Program” or the “Program”) on behalf of UN System Organizations (“the Membership Activity”), as set out in Annex A of this Agreement.

Scope of Work and Terms of Agreement

2. The Contribution is to cover activities implemented for the period as of November 30, 2019 - December 31, 2022 (“the Membership Activity Period”).
3. The description of the Membership Activity under this Agreement is set out in Annex A.
4. The Recipient shall use the Contribution to provide the services, facilities, and resources as detailed in Annex A to this Agreement. The Contribution provided in accordance with this Agreement and the Membership Activities financed therefrom shall be administered in accordance with the applicable United Nations regulations, rules, policies, and procedures, including the United Nations Financial and Staff Regulations and Rules, and in accordance with the terms of reference of the Trust Fund.

Limits to Agreement

5. This Agreement does not constitute a commitment by either the Bank or the Recipient to provide support for any purpose beyond the specific agreements for the PEP Program during the Membership Activity Period as set out in this Agreement.

Costs and Payment

6. All costs arising out of this Agreement are listed in Annex A. The Bank's maximum financial commitment to this Agreement is Thirty-Eight Thousand, Ninety-Eight United States Dollars (USD 38,098.00). Subject to the foregoing, the specific amount to be provided under this Agreement (the "Contribution") was agreed upon by the Parties based upon the total number of Bank staff to whom the HIV PEP kits will be made available.
7. Any costs incurred by the Recipient in excess of the maximum financial commitment set forth in paragraph 6 will be at the Recipient's sole risk.
8. Contingent upon receipt of a signed copy of this Agreement and the Recipient's bank account information, the Bank will transfer the payments to the Recipient.
9. Any funds that are undisbursed and uncommitted on the completion of the Membership Activity or termination of this Agreement shall be returned to the Bank unless otherwise agreed.
10. All financial accounts and statements shall be expressed in United States dollars.

Reporting

11. The Recipient will provide the Bank with a narrative report on the overall implementation of the PEP Program.

Procurement

12. Subject to the maximum financial commitment specified in paragraph 6, the Recipient may hire consultants (firms and individuals) or purchase limited goods required for carrying out the work of the PEP Program, in accordance with the applicable United Nations regulations, rules, policies, and procedures.
13. The Recipient shall ensure that any payments made with funds received from the Bank are not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

Intellectual Property

14. The Recipient and the Bank agree on the following rules for the protection of materials used in the Membership:

Between the Bank and the Recipient, all intellectual property rights related to the Membership, the PEP Program, or arising out of this Agreement will belong to the

Recipient. The Bank will enjoy a perpetual, royalty-free, non-exclusive, and non-transferable license to such intellectual property.

Names, Marks, and Logos

15. The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “the United Nations,” “UN,” and all variations thereof including their associated emblem(s) and logo(s) (collectively, the “UN Name” and “UN Emblem”) are the sole and exclusive properties of the Bank and the United Nations, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name or Emblems under this Agreement.
16. The use of the Bank Name by the Recipient for this Membership shall be subject to the written approval of the Bank, which approval will not be unreasonably withheld. Upon termination of this Agreement, or at the request of the Bank at any time, the Recipient shall immediately discontinue any and all use of the Bank Name and shall destroy stationery, brochures, promotional materials, proposed paid media, and other similar materials bearing any form of the Bank Name that then are in its possession or control.
17. The use of the UN Name by the Bank for this Membership shall be subject to the written approval of the Recipient, which approval will not be unreasonably withheld. Upon termination of this Agreement, or at the request of the Recipient at any time, the Bank shall immediately discontinue any and all use of the UN Name and shall destroy stationery, brochures, promotional materials, proposed paid media, and other similar materials bearing any form of the UN Name that then are in its possession or control.

Effectiveness

18. This Agreement shall come into force and effect upon the date of signature by the Parties. It shall cover activities implemented as of November 30, 2019, and shall remain in effect until December 31, 2022, unless there is an exchange of letters between the Parties formally extending the effect of the Agreement.

Implementation

19. The representatives of the Parties with overall responsibility for this Agreement are:

For the Bank:

Brian Davey, Director HSDDR
The World Bank
1818 H St NW, Washington, DC 20433
Phone: +1 (202) 458-0201
Email: bdavey@worldbankgroup.org

For the Recipient:

Dr Bernhard Lennartz, Acting Director
Division of Healthcare Management and Occupational Safety and Health
Office of Support Operations
The United Nations
Phone: +1 (917) 353-5387
E-mail: dos-dhmosh-public-health@un.org

Amendment

20. This Agreement may be modified at any time by the joint agreement of the Parties in writing.

Termination

21. This Agreement may be (a) terminated at any time by joint agreement of the Parties in writing, or (b) by either Party with three months' prior notice in writing to the other Party. This Agreement may be amended by joint agreement of the Parties in writing.
22. Notwithstanding paragraph 21 above, if after consultation with the Recipient, the Bank determines that an official, expert on mission, or other personnel engaged by the Recipient has engaged in fraud and corrupt practices in relation to the Bank funds provided under this Agreement, is identified on any United Nations terrorist sanctions list, or makes payments, with funds received from the Bank, that are prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Bank may terminate this Agreement upon written notice to the Recipient. All Bank funds proven to be tainted by fraudulent or corrupt practices or otherwise used in a manner inconsistent with the provisions of this Agreement shall promptly be returned to the Bank by the Recipient to the extent such funds were recovered by the Recipient.

Disputes

23. The Parties undertake to endeavor in good faith to amicably resolve any differences and disputes arising under or in connection with this Agreement.

Privileges and Immunities

24. Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank or the United Nations, including its subsidiary organs.

Miscellaneous

25. For legal purposes, nothing in this Agreement shall be construed as creating a joint venture or an agency relationship between the Parties.

26. Consistent with numerous UN Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), the Parties are firmly committed, amongst others, to the fight against international terrorism, and in particular, against the financing of international terrorism. It is the policy of the Bank to ensure that no support or economic resources are made available, directly or indirectly, to or for the benefit of entities, individuals, or group of individuals under a declaration of ineligibility pursuant to the Bank's sanctions processes. The Recipient shall not provide funds to third parties, whether entities, individuals, or group of individuals, included in the Consolidated United Nations Security Sanctions List (the "UN Sanctions List") and will screen potential third parties to ensure that they do not appear on the UN Sanctions List at the time such third parties are selected. The Recipient shall provide the Bank with information, if requested, to enable the Bank to assess if the third parties (whether entities, individuals, or group of individuals), selected by the Recipient as recipients of funds emanating from the Contribution in connection with the implementation of the Membership Activity, fall under a declaration of ineligibility pursuant to the Bank's sanctions processes. Should the Bank consider that the Contribution to the Recipient under this Agreement would result or has resulted, in full or in part, in a breach of the Bank's sanctions processes, the Recipient and the Bank shall consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal framework. Such measures may include, but shall not be limited to, the reallocation of the Bank's remaining Contribution under this Agreement, net of any costs incurred by the Recipient for undertaking any procurement or award procedure. Where such remedial measures are not feasible, considering the Recipient as the ultimate and final authority in the selection process for its contractors and implementing partners, the Recipient will be free to proceed under its own responsibility with the award to that selected entity with funding from other source(s) (donors), if any, and not with the Bank's funding. This is without prejudice to the suspension or termination of the respective Agreement, together with the recovery of any unspent funds contributed by the Bank to the Recipient, after consultation by the Parties.
27. The Bank will disclose this Agreement and any related information in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Recipient consents to disclosure of this Agreement and any related information by the Bank.

For the International Bank for
Reconstruction and Development:

Brian J. Davey

Name: Brian J. Davey
Title: Director, Health and Safety
Development Directorate

For the United Nations:

Alessandro Susini

Name: Alessandro Susini
Title: Chief, Headquarters Client Support
Service
Department of Operational Support

Date: 12-Jun-2020

Date: 16-Jun-2020

ANNEX A

Description of the Membership

1. The objective of the Membership Activity is through the United Nations Department of Operational Support's Division of Healthcare Management and Occupational Safety and Health ("DHMOSH") to provide the overall management of the PEP Program, under the leadership of the UN Medical Directors.

Description of activities

2. DHMOSH's role includes ensuring effective coordination and providing global oversight, providing policy guidance on PEP, procurement and distribution of PEP kits, and supplying the required technical and programmatic support to all duty stations receiving PEP kits. DHMOSH will administer the Program on behalf of the Bank and other UN System organizations by, among other things, coordinating the procurement, assembly, and distribution of HIV PEP kits to all duty stations for the 2021-2022 cycle of the PEP Program.
3. The PEP kits, which contain anti-retroviral medications, morning-after pills, and pregnancy test kits, among other items, are procured and distributed once every two years to Recipient duty stations where reliable access to PEP cannot be assured through local health systems. The PEP Program aims to ensure that PEP kits are available to the Parties' staff members and their eligible dependents who may have been accidentally exposed to HIV, regardless of the means of exposure, in order to reduce the risk of HIV infection.
4. The Bank will pay to the Recipient the Contribution in accordance with the terms of this Agreement.
5. The Recipient will not pre-finance the costs of administering the Program. If the Contribution, or any part of it, is not received in a timely manner, the Recipient may reduce or suspend PEP Program activities under its sole discretion.