

TRANSFER AGREEMENT

**GLOBAL FINANCING FACILITY FOR WOMEN, CHILDREN AND ADOLESCENTS MULTI-DONOR TRUST FUND
(TRUST FUND NO. 073274)**

DISBURSEMENT TRUST FUND NO. TF0B3832

TRANSFER AGREEMENT (the “Agreement”) between the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), acting as trustee of the Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund (Trust Fund No. 073274) (the “Trust Fund”), and the World Health Organization (“WHO”, and together with the Bank, the “Parties” and each a “Party”) through a disbursement trust fund TF No. TF0B3832.

PREAMBLE

WHEREAS, the Trust Fund has been established through trust fund administration agreements/arrangements (the “Administration Agreements”) between the Bank and each of the donors (collectively, the “Donors”) contributing funds to the Trust Fund;

WHEREAS, pursuant to the Administration Agreements (as such term is defined therein), Eligible Transferees may access Trust Fund resources to carry out activities to help achieve the Trust Fund’s objectives;

WHEREAS, WHO is named in the Administration Agreements, as an Eligible Transferee under the Trust Fund, in such capacity wishes to access Trust Fund resources in accordance with the terms of this Agreement; and

WHEREAS, the Bank and WHO now wish to enter into this Agreement relating to the arrangements for the transfer of Trust Fund resources to WHO and the administration and use of such resources by WHO.

NOW, THEREFORE, the Bank and WHO hereby agree as follows:

1. DEFINITIONS

1.1. Capitalized terms used herein, but not otherwise defined in this Agreement, shall have the meanings ascribed to them in the Administration Agreements.

2. TRANSFER OF FUNDS BY THE BANK

2.1. Promptly following the approval of a funding request by the Trust Fund Committee (the “Allocation”), WHO shall submit to the Bank one or more cash transfer request(s) (each a “Cash Transfer Request”), requesting the Bank to transfer an amount of Allocation to WHO. Each Cash Transfer Request shall: (i) be substantially in the form attached hereto as Annex A (Form of Cash Transfer Request), (ii) contain all necessary information therein; and (iii) be signed by an Authorized Signatory(-ies) (as defined below).

2.2. Upon receipt of a complete Cash Transfer Request from WHO, and subject to availability of resources in the Trust Fund, the Bank shall transfer the amount requested based on the Allocation in United States dollars from the Trust Fund to WHO.

2.3. Transfer of Trust Fund funds from the Bank to WHO under this Section 2 shall be made to the depository account designated by WHO in the relevant Cash Transfer Request in United States dollars unless otherwise agreed between the Bank and WHO. The Bank shall notify WHO of each such transfer.

2.4. Upon transfer of funds, the Bank shall have no responsibility, fiduciary or otherwise, for the use of Trust Fund funds transferred and activities carried out therewith, nor shall it have any responsibility for collection of any funds due to WHO from any recipient of Trust Fund funds or any other entities. WHO shall be responsible for reporting to the Trust Fund Committee on the use of Trust Fund funds transferred to it (including, as applicable, on any collection of funds from any recipient of Trust Fund funds or any other entities) and its activities carried out therewith as set out in paragraph 5.2 below. The Bank does not assume any responsibility or liability towards any third party as a result of the use by WHO of, or implementation of any activities funded with, the Trust Fund funds transferred to WHO.

3. ADMINISTRATION OF THE FUNDING ACCOUNT BY WHO

3.1. Except as provided under paragraph 3.2 below, WHO agrees that the Trust Fund funds transferred to it under this Agreement shall be kept separate and apart from the funds of WHO in one or more dedicated accounts maintained and administered by WHO (collectively, the "Funding Account") in accordance with its regulations, rules, policies, and procedures. WHO shall maintain separate records and ledger accounts in respect of the funds deposited in the Funding Account and disbursements made therefrom.

3.2. In order to assist in the defrayment of the costs of administration and other expenses incurred by WHO under this Agreement, WHO shall deduct from the amount of Allocation transferred to it, and retain for its own account the amount specified by WHO for such costs and expenses in the relevant funding request.

3.3. Subject to the terms of this Agreement, WHO may manage and invest all funds in the Funding Account in accordance with the regulations, rules, policies, and procedures of WHO.

3.4. WHO may convert Trust Fund funds received by it in the Funding Account into other currencies to facilitate their administration in accordance with the regulations, rules, policies and procedures of WHO; provided that unless additional Allocation is made by the Trust Fund Committee, WHO shall not be entitled to receive any additional funding from the Trust Fund to cover any shortfalls where, as a result of exchange rate fluctuations, the funds transferred prove to be insufficient to complete activities contemplated under the funding request based on which an Allocation has been made.

4. USE OF FUNDS BY WHO

4.1. Subject to other terms of this Agreement, WHO shall be responsible for the use of funds transferred by the Bank and the activities carried out therewith in accordance with:

- (a) its regulations, rules, policies and procedures, including but not limited to its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Trust Fund funds to finance terrorist activities; and
- (b) the applicable terms and conditions under which the relevant Allocation has been made, including: (i) the purpose for which they have been provided, and (ii) the applicable decision of the Trust Fund Committee, including the approval of the relevant funding request, based on which the Allocation has been made.

4.2. WHO shall use reasonable measures, in accordance with its regulations, rules, policies and procedures, to ensure that the Trust Fund funds provided to it are: (i) not used for the purpose of any payment, if such payment is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and (ii) used for intended purposes and not diverted to terrorists or their agents in line with WHO member countries' obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Parties acknowledge that this provision does not create any obligations of WHO under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of any individual WHO member country.

4.3. If any Trust Fund funds transferred to WHO are not used in accordance with the terms of this Agreement, WHO shall take necessary actions within its control to address the matter, including, in accordance with its policies, and procedures, using reasonable efforts to recover, and return to the Bank, the funds that were misused. For the avoidance of doubt, if any such funds were misused due to the action of a third party without gross negligence or willful misconduct on the part of WHO, WHO shall not be required to return any such funds, which are not recovered by WHO notwithstanding WHO reasonable efforts.

4.4. Promptly following the completion of the activities for which a relevant Allocation has been made, and unless otherwise agreed with the Bank, WHO shall return to the Bank, to such account as the Bank may designate, any remaining Trust Fund funds, which were transferred to WHO under this Agreement, but for which no further expenditure or disbursement is due to be incurred or made by WHO (including, but not limited to, due to a completion, cancellation or amendment of relevant activities for which the relevant Allocation was made) ("Unused Funds"). Pending return to the Bank, WHO shall hold any Unused Funds in the Funding Account and report them to the Bank under Section 6 below.

5. EXERCISE OF CARE

5.1. WHO shall perform its functions as contemplated in this Agreement, and shall exercise the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own resources or any other funds administered by WHO, as applicable.

5.2. Subject to the terms of this Agreement, WHO shall do any and all such acts as may be necessary or appropriate for the proper administration of the Funding Account, and shall be responsible for reporting to the Trust Fund Committee on the use of Trust Fund funds transferred to it and delivery of activities financed by them, in accordance with the terms of this Agreement.

5.3. WHO acknowledges and agrees that:

- (a) if the Trust Fund Committee reasonably determines through its decision by consensus and after consultation with WHO, that WHO has failed to comply with its obligations under this Agreement to a material extent, WHO and the Trust Fund Committee shall agree on timely and appropriate measures to be taken to resolve this matter. If the Trust Fund Committee and WHO fail to agree on the measures to be taken or WHO fails to take relevant measures as may be agreed between the Trust Fund Committee and WHO, the Trust Fund Committee may instruct the Bank, upon thirty (30) days prior written notice, to suspend cash transfer of Trust Fund funds to WHO, until such time as the measures has been taken;
- (b) any Donor may review or evaluate activities financed by the Trust Fund resources transferred to WHO at any time up to closure of WHO's Funding Account; provided that: (i) the Donor shall have agreed with WHO on the scope, and conduct of such review or evaluation, (ii) unless otherwise agreed by WHO, WHO has received confirmation from the relevant Donor that all associated costs, including any costs incurred by WHO, will be borne by the Donor, and (iii) WHO shall provide all relevant information within the limits of WHO's applicable regulations, rules, policies and procedures. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Funding Account;
- (c) if any Donor becomes aware of information that indicates that any Trust Fund resources transferred to WHO are not used for intended purposes, such Donor may notify the Trust Fund Committee and the Bank of such information so that the Trust Fund Committee may consult with WHO and/or take an action as set forth in paragraph 5.3 (a) above.

5.4. For the avoidance of doubt, notwithstanding any suspension of the cash transfer of Trust Fund funds to WHO under paragraph 5.3 (a) and/or paragraph 6.6, all of the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Agreement.

6. RECORDS AND REPORTING

6.1. WHO shall, in accordance with its regulations, rules, policies and procedures, maintain books, records, documents and other evidence in accordance with its usual accounting procedures, to substantiate sufficiently the use of the Trust Fund funds transferred to it.

6.2. WHO shall provide the following financial information to the Trust Fund Committee, through the Bank, prepared in accordance with WHO's accounting and reporting procedures and provided in a form and means agreed upon with the Bank:

- (a) Within thirty (30) calendar days after June 30 of each year, an annual unaudited financial report for the activities for which any Allocation to WHO was made.
- (b) Within thirty (30) calendar days after June 30 of each year, an annual unaudited financial report of the Funding Account.

- (c) Within six (6) months after the End Date or in case of early termination of this Agreement, a final unaudited financial report of the Funding Account.
- (d) Such other periodic financial information for the activities for which the Allocation to WHO was approved, as may be agreed upon the Bank and the Trust Fund Committee and following consultation with and agreement by WHO.

6.3. Unless the Bank and WHO agree otherwise, all financial reports provided under this Agreement shall be expressed in United States dollars.

6.4. WHO shall provide the Trust Fund Committee, through the Bank, with progress reports for activities funded with Trust Fund funds as follows:

- (a) Within thirty (30) calendar days after June 30 of each year, an annual report on the progress of the implementation of the activities for which an Allocation to WHO was made, with reference to the results framework for the Trust Fund agreed between the Bank and the Donors as well as with the results framework for the activities for which each Allocation to WHO was approved; and
- (b) Within six (6) months following the completion of such activities, the End Date, or termination of this Agreement, whichever is earlier, a final report on the implementation of the activities for which an Allocation to WHO was made.

6.5. WHO shall provide the Bank with a list containing the names and signatures of the authorized officers of WHO (each, a “Authorized Signatory”), substantially in the form attached to this Agreement as Annex B (Form of Authorized Signatory Letter), as such list shall be revised from time to time as necessary and kept current at all times.

6.6. If the WHO fails to provide to the Bank any financial information in accordance with paragraphs 6.2 and 6.4 above, the Bank shall promptly notify the WHO in writing of such non-compliance. If the non-compliance has continued for a period of not less than thirty (30) calendar days after the written notification from the Bank, the Bank shall inform the Trust Fund Committee of the non-compliance by the WHO. WHO acknowledges and agrees that the Trust Fund Committee may, following Trust Fund Committee’s consultation with the WHO where appropriate, instruct the Bank to suspend any further cash transfer of Trust Fund resources to the WHO. Upon such instruction by the Trust Fund Committee, the Bank will, notwithstanding Section 2 above, suspend any further cash transfer of Trust Fund resources to the WHO, until such time that the Trust Fund Committee confirms with the Bank that the non-compliance is reasonably resolved or addressed.

7. NOTICES

7.1. All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address as set out below, or at such other addresses or numbers as may be designated from time to time by that Party to the other in writing for that purpose.

(a) For the Bank:

GFF Practice Manager
Health, Nutrition and Population Global Practice
International Bank for Reconstruction and Development
International Development Association
as trustee of the Global Financing Facility for Women, Children and Adolescents (GFF)
Multi-Donor Trust Fund
1818 H Street NW
Washington, D.C. 20433
U.S.A.

Telephone: 1 (202) 473-1000
E-mail: GFF@worldbank.org

(b) For WHO:

Helga Fogstad
Executive Director
Partnership for Maternal, Newborn & Child Health
World Health Organization
20 Avenue Appia
CH-1211 Geneva 27
Switzerland

Telephone: 41 791 3810
Email: fogstadh@who.int / tourek@who.int

8. DISCLOSURE

8.1. The Bank and WHO agree that this Agreement will be made publicly available. Subject to Section 8.2, the Bank may also disclose in accordance with the World Bank's Policy on Access to Information, any other information related to this Agreement submitted to the Bank by WHO under this Agreement.

8.2. If WHO provides any information to the Trust Fund Committee, through the Bank in confidence under this Agreement in accordance with WHO's policy on disclosure of information, WHO shall clearly indicate or mark it in writing as confidential. The Bank shall not disclose to the public such information indicated or marked in writing as confidential, unless WHO has given its prior written consent to such disclosure. The Bank may share any such information with the Trust Fund Committee and/or any Donor only with the understanding that the Trust Fund Committee and/or any Donor shall not publicly disclose such information that has been indicated or marked in writing as confidential unless prior written consent has been obtained from WHO or the Donors are otherwise obligated to do so under applicable laws with respect to information in their possession.

9. DISPUTE RESOLUTION

9.1. WHO and the Bank, in coordination with the Trust Fund Committee, shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Agreement.

9.2. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of the Bank or WHO under their respective constituent document, international convention or any applicable law, all of which are expressly reserved.

10. EFFECTIVENESS; AMENDMENT

10.1. This Agreement shall become effective on the date when the last of the two Parties signs it.

10.2. This Agreement may be amended at any time by the written agreement of the Bank and WHO.

11. TERMINATION

11.1. The Bank may not transfer Trust Fund funds to WHO under this Agreement after June 30, 2028 (or such later date as the Bank may notify to WHO in writing) (the “End Date”).

11.2. This Agreement shall terminate upon the occurrence of any of the following: (a) the closure of the Trust Fund, or (b) unless otherwise agreed between the Bank and WHO, sixty (60) days after the date of a decision by the Trust Fund Committee to terminate WHO’s access to Trust Fund resources for any reason. Either Party may terminate this Agreement at any time before such date upon sixty (60) calendar days’ prior written notice to the other.

11.3. Notwithstanding termination of this Agreement, and unless the Bank and WHO agree on another course of action:

- (a) if there are outstanding financial rights and/or obligations incurred by WHO in the implementation of activities for which Trust Fund funds have been transferred by the Bank under this Agreement prior to the termination of this Agreement, the provisions of this Agreement shall, subject to subparagraphs (b), (c) and (d) below, continue to apply to any such Trust Fund funds transferred until the outstanding financial rights and/or obligations have been fully satisfied;
- (b) WHO shall take any appropriate actions for winding up their affairs in relation to the outstanding financial rights and/or obligations in an expeditious, practicable and reasonable manner;
- (c) WHO shall continue to receive in the Funding Account, any amounts due to WHO under any Allocation until all relevant rights and/or obligations have been satisfied. WHO will hold in the Funding Account Unused Funds from any Allocation until all outstanding financial obligations incurred in the implementation of the activities have been satisfied; and

- (d) WHO shall return to the Bank, in a manner agreed to with the Bank, (i) any portion of the Funding Account remaining after all such financial obligations have been satisfied, and (ii) any other Trust Fund funds received by WHO after the termination of this Agreement, which are otherwise due to be returned to the Bank under the terms of this Agreement.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE
INTERNATIONAL DEVELOPMENT ASSOCIATION, as trustee of the Global Financing Facility
for Women, Children and Adolescents Multi-Donor Trust Fund**

By: Mamta Murthi Date: 01-Sep-2020
Mamta Murthi
Vice President, Human Development

WORLD HEALTH ORGANIZATION

By: Dr. Zsuzsanna Jakab Date: 02-Sep-2020
Dr. Zsuzsanna Jakab
Deputy Director-General
Executive Director UHL a.i.
World Health Organization
Geneva, Switzerland

Annex A
Form of Cash Transfer Request

[WHO's Letterhead]

[Date]

[Ms.] [Mr.] ***[Insert Name]***

[Insert Title]

[Insert Division]

The World Bank

As Trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund

1818 H Street NW

Washington, D.C. 20433

U.S.A.

**Re: Disbursement Trust Fund No. TF0B3832
Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund
World Health Organization Transfer Agreement --
Cash Transfer Request**

Dear Madam:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association (the "Bank") as trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (Trust Fund No. _____) (the "Trust Fund") and the World Health Organization ("WHO"), effective on _____ (the "Agreement").

Pursuant to Section 1 of the Agreement, WHO hereby requests the Bank to transfer US\$_____ [*amount of Funds*] from the Trust Fund to WHO for WHO's use in accordance with the terms of the Transfer Agreement.

Bank Account Details for receipt of the funds:

Bank account name:

Bank account number:

Bank name:

Bank address:

Bank SWIFT code:

Routing instructions:

Sincerely,

WORLD HEALTH ORGANIZATION

[Name of Authorized Signatory]

[Title of Authorized Signatory]

Annex B

Form of Authorized Signatory Letter

[WHO's Letterhead]

[Date]

[Ms.] [Mr.] *[Insert Name]*

[Insert Title]

[Insert Division]

The World Bank

As Trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund

1818 H Street NW

Washington, D.C. 20433

U.S.A.

**Re: Disbursement Trust Fund No. TF0B3832
Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund
World Health Organization Transfer Agreement --
Authorized Signatory**

Dear Madam:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association, as trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (Trust Fund No. _____), (the "Trust Fund"), and the World Health Organization ("WHO"), dated _____ (the "Agreement"). For the purposes of the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of WHO to sign any request or report under the Agreement:

[Name], [Position]

Specimen Signature: _____

[Name], [Position]

Specimen Signature: _____

[Name], [Position]

Specimen Signature: _____

Sincerely,

WORLD HEALTH ORGANIZATION

[Name of Authorized Signatory]

[Title of Authorized Signatory]