

AGREEMENT

between

International Bank for Reconstruction and Development,

and

The World Health Organization

for

Work on Tracking SDG7 Report

Purpose

1. This agreement (the “Agreement”) is made between the World Health Organization (“WHO” or the “Recipient”) and the International Bank for Reconstruction and Development (the “Bank”) (individually referred to as a “Party” and collectively as the “Parties”) for the purpose of organizing an activity titled “Work on Tracking SDG7 Report” as defined below (the “Activity”).
2. The objective of the Agreement to define WHO’s contribution to the Activity, and provide for the payment of funds, as allocated by the Energy Sector Management Assistance Programme (ESMAP) through the Bank to WHO for said contribution.

Scope of Work and Terms of Agreement

3. The description of the Activity under this Agreement is set out in the Annex, and includes, inter alia, the provision of an annual updated report, titled “Tracking SDG7: The Energy Progress Report 2021” (the “Report”)
4. The Parties shall jointly develop and implement the Activity in accordance with this Agreement. Full details of the Activity are detailed in Annex.
5. Any activities under this Agreement are included in the Parties’ respective work programs.

6. WHO shall follow its own relevant regulations, rules, policies, and procedures to carry out the Activity and the terms of this Agreement.

Limits to Agreement

7. This Agreement does not constitute a commitment by either Party to provide support for any activity or project beyond the specific agreements for the Activity as agreed upon in this Agreement.

Costs and Payment

8. All costs subject to this Agreement (“Activity Costs”) are listed in the Annex. The Bank’s maximum financial commitment to this Agreement (“Financial Commitment”) for 2021 is Fifty-three thousand, seven hundred and fifty United States Dollars (USD \$53,750.00) and shall be transferred to WHO in full upon countersignature of this Agreement. The Financial Commitment will be administered in accordance with WHO’s financial regulations and other relevant rules, policies, and procedures, and subject to the terms of this Agreement. Any costs incurred by WHO in excess of the Financial Commitment shall be WHO’s sole responsibility.
9. Contingent upon receipt of a signed copy of this Agreement and WHO’s bank account information, the Bank shall transfer the payment(s) to WHO in accordance with Paragraph 8 above. Within forty (40) days of completion of the Activity, WHO will provide to the Bank a Final Certified Financial Statement (in the standard form of WHO) signed by the head of the WHO’s accounting division and a final narrative report describing the activities funded by the Financial Commitment and related to the activities as set out in the Annex. In the event that the actual expenditures incurred by WHO, as documented by the Final Certified Financial Statement, are less than the Financial Commitment transferred to WHO by the Bank, upon signing of this Agreement, WHO will return the excess amount to the Bank within thirty (30) days of presentation to the Bank of the Final Certified Financial Statement.. WHO shall retain all records (contracts, reports, invoices, bills, receipts, and other documentation) relating to this Agreement in accordance with its documents retention policy.
10. The Final Certified Financial Statement shall be based on actual expenditures incurred from the list of eligible expense categories as delineated in the budget included in the Annex.
11. The Bank will not cover any work or expenses outside the Effectiveness Period of this Agreement, as described in Paragraph 26.
12. The Bank will not cover any work or expenses outside or exceeding the list of eligible expense categories as delineated in the budget included in the Annex.

Procurement

13. WHO shall maintain books, records, documents, receipts, and other evidence sufficient to properly reflect, in accordance with its financial regulations, policies, and procedures, all relevant procurement documents, time charges and costs, and the bases thereof, claimed to have been incurred in the performance of this Agreement. Eligible costs financed hereunder are subject exclusively to the internal and external audit of WHO. WHO shall make available to the Bank a copy of any audit report of the WHO's external auditor(s) containing any observations pertaining to the Financial Commitment as soon as such report is available.
14. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Bank and the WHO are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The WHO undertakes to use reasonable efforts to ensure that none of the Bank funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

Intellectual Property

15. Each Party shall retain all intellectual property rights (including any copyright in software, any components or applications thereof, and to the source code) in all intellectual property existing prior to this Agreement, or created outside of this Agreement, and this Agreement does not affect or modify the rights of the Parties in such pre-existing or separately created intellectual property.
16. All data, information, and other materials resulting from the Activity, as specified in the Annex, including relevant chapters of the Report (the "Chapters"), shall be owned by WHO.
17. WHO hereby grants the Bank a perpetual and irrevocable, non-exclusive, world-wide, royalty-free, license to use the Chapters, or parts thereof, in any form and format, and for any non-commercial purpose (including, but not limited to, the right to use, reproduce, distribute, abstract, analyze, publish, display on-line, transmit, world-wide), without any obligation on the Bank's part to make any additional payments to WHO or to any other party whatsoever. WHO's copyright shall be acknowledged in all such uses, unless otherwise requested by WHO.
18. The Bank intends to publish the Chapters as part of the larger publication of the Report, pursuant to its rules and publications procedures. For those purposes, WHO grants to the Bank the right to include the Chapters in the Report, provided that (a) WHO's ownership and copyright in the Chapters is properly acknowledged as well as the names of the authors, as directed by WHO, and (b) any changes, including editorial, to the Chapters are agreed to by WHO, which agreement shall not be unreasonably withheld.
19. The Bank will make the Report publicly available on its external website under an open access license, in particular, under the Creative Commons IGO 3.0 CC-BY-NC license.
20. WHO agrees not to publish or publicly disclose the Chapters until the Report has been published by the Bank. If however, the Bank decides to not publish the Report, or to not

include the Chapters in the Report, it shall inform WHO of this decision in a timely manner, in which case WHO shall have the right to publish or publicly disclose the Chapters or any part thereof.

Names, Marks, and Logos

21. 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”) are the sole and exclusive property of the Bank and that the names and emblems “World Health Organization,” “WHO,” and all variations thereof including their associated logos (collectively, the “WHO Name”) are the sole and exclusive properties of WHO. Neither Party shall acquire any right, title, or interest in the other Party’s Name under this Agreement or use the other Party’s name or logo/emblem in any public manner without the other Party’s written permission.
22. Without prejudice to the above, each Party may use the other Party’s Name on publications directly produced under the Activity or to otherwise acknowledge the Parties’ collaboration in the Activity and/or Bank’s funding of the Activity. The use of either Party’s Name by the other Party for anything else shall be subject to the written approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Agreement, or at the request of a Party at any time, the other Party shall immediately discontinue any and all use of the first Party’s Name other than as permitted by this Agreement and shall destroy stationery, brochures, promotional materials, proposed paid media, and other similar materials bearing any form of the first Party’s Name that then are in its possession or control.
23. The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party.

Disclosure and Confidentiality

24. Each Party may disclose to the public this Agreement and information with the respect to the Activity in accordance with its policies and procedures on access to information that are in effect at the time of such disclosure.
25. Notwithstanding paragraph 24 above, the Parties shall not publicly disclose the information that either Party has provided as a result of this Agreement and has explicitly indicated in writing and marked as confidential, except after having obtained the other Party’s consent.

Effectiveness

26. This Agreement shall come into force and effect upon the date of countersignature by WHO (the “Effectiveness Date”). It shall remain in effect until June 30, 2021, unless there is a written agreement between the parties formally extending the effect of the Agreement.

Implementation

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

For the Bank: Elisa Portale
Senior Energy Specialist
World Bank
1818 H St. NW
Washington, DC 20433, USA
Tel: +1 (202) 458-5931
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For WHO: Dr Naoko Yamamoto
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Division of UHC/ Healthier Populations
World Health Organization
Geneva, Switzerland
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Termination

28. This Agreement may be modified or terminated at any time by the joint written agreement of the Parties.
29. This Agreement may be terminated by either Party with three months' prior notice in writing to the other Party. If the Bank terminates the Agreement, it may cancel all or part of any remaining balance of the funds that is not irrevocably committed pursuant to any agreements entered into between WHO and any consultants and/or other third parties.

Disputes

30. The Parties undertake to endeavor in good faith to amicably resolve any differences and disputes arising under or in connection with this Agreement.
31. Any dispute or difference arising out of, or in connection with, this Agreement that is not amicably settled between the Parties shall be settled by arbitration in accordance with the UNCITRAL arbitration rules in effect at the time the dispute arises. The number of arbitrators shall be one and the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague, Netherlands. If the Parties have not agreed on a place of arbitration, this shall be determined by the arbitrator having regard to the circumstances of the case.

Miscellaneous

32. Nothing in this Agreement shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
33. With respect to the Activity, WHO and its personnel, consultants, contractors, and service providers shall not be under a declaration of ineligibility pursuant to the Bank's sanctions processes.
34. Nothing contained herein shall 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.

For the International Bank for
Reconstruction and Development:

For the World Health Organization:

ANI BALABANYAN

Name: Ani Balabanyan

Title: Acting Global Director
Energy and Extractives Global Practice

Date: 19-Jul-2021

Dr. Naoko Yamamoto

Name: Dr Naoko Yamamoto

Title: Assistant Director-General
Division of UHC / Healthier Populations

Date: 29-Jul-2021

ANNEX**Description of the Activity and Budget****Background**

1. Since 2013, the Global Tracking Framework has provided the basis for regular global reporting on the three goals of Sustainable Energy for All, which were a precursor to the Sustainable Development Goal 7 (SDG7). The SDG7 process has defined Custodian Agencies as officially recognized data sources for tracking of SDG7 (as per the table below, as of December 2017).

Indicator	Custodian Agency/ies
7.1.1. Electricity Access	The World Bank
7.1.2. Clean Cooking Access	World Health Organization (WHO)
7.2. Share of Renewables	International Energy Agency (IEA), International Renewable Energy Agency (IRENA), United Nations Statistical Division (UNSD)
7.3 Energy Efficiency	International Energy Agency (IEA), United Nations Statistical Division (UNSD)

2. In 2018 the SDG Tracking Report was rebranded as “Tracking SDG7: The Energy Progress Report” (“Tracking SDG 7 report”). The main purpose of the report is to provide an annual update to the international community on progress towards the achievement of SDG7. As such, the Tracking SDG 7 report includes the following elements:
 - a) An on-line database of headline SDG7 indicators, with most updated data, for all countries in the world.
 - b) An annual report presenting and discussing the most recent data trends where available.
 - c) Projections exploring the feasibility of achieving SDG7 targets by 2030.
 - d) A process for public consultation around the SDG7 data and surrounding analysis.
 - e) A partnership for continuous improvement of data and indicators relating to SDG7.

Scope of Activity and Tasks

3. The Financial Commitment will support the Recipient’s work on the Activity of the Recipient’s Programme of Work and Budget.
4. WHO’s responsibilities on the Report will include the following areas:
 - a. Provide guidance, coordination and manage technical inputs for the preparation of the annual SDG 7.1.2 “clean cooking” access chapter

- b. Conduct country consultations for new SDG 7 country level data, including sharing new data with all Member States for their review and responding to any related queries in advance of any data launch
- c. Further develop and refine methods to expand the SDG 7 indicators reported (i.e. clean, polluting and transitional technologies and fuels used for cooking)
- d. Develop and draft technical content and key messages of SDG 7 chapter
- e. Coordinate SDG 7 estimates into the reporting of related SDGs (i.e. 3.9.1 mortality rate to the joint effects of household and ambient air pollution)
- f. Review and contribute to other chapter drafting and data collection, as appropriate
- g. Prepare and participate in SDG 7 steering committee activities and chapter review
- h. Prepare data and aggregates for SDG 7.1.2
- i. Update the WHO Household energy database with new and/or updated national survey estimates of cooking fuels and technologies which will require a systematic search using a robust protocol, extracting the relevant data and deriving national level estimates
- j. Refine methods and statistical models for estimates at a national and urban/rural level for 'clean cooking', 'transitional cooking' and 'polluting (traditional) cooking'
- k. Update the statistical model to derive country, regional and global estimates for current 7.1.2 indicator on clean cooking, disaggregated by urban and rural (based on data availability)
- l. Provide national level and urban/rural estimates of the individual fuels & technologies used for cooking (e.g. % of total pop primarily cooking with biogas, % rural pop mainly cooking with charcoal)
- m. Draft the chapter and review of other chapters, as requested
- n. Travel, as required

Budget Information:

Eligible Expenditures financed by the Bank:

	<u>Bank contribution (in USD)</u>
<u>Staff and staff related costs</u>	<u>47,566</u>
<u>VC administration charges (PSC @ 13%)</u>	<u>6,184</u>
Total budget	53,750

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