



DONOR AGREEMENT

Between

THE WORLD HEALTH ORGANIZATION (WHO)

20 Avenue Appia, 1211 Geneva 27, Switzerland

and

The National Research Institute of Tuberculosis and Lung Disease (NRITLD)

Tehran, Iran

(hereinafter referred to as the Donor)

- I. This Agreement relates to a financial contribution to be made by the Donor to WHO towards the "*Management, monitoring and evaluation of the Global Alliance against Chronic Respiratory Diseases (GARD)*", in order to improve Surveillance, Prevention and Control of Chronic Respiratory Diseases at country level (the "Project").
- II. Prior to effecting major changes that may be found necessary in the course of implementing the activities, WHO shall consult the Donor.

III. Responsibility

1. WHO shall be responsible for the monitoring and the implementation of the Project.
2. The Donor shall be responsible for the provision of funds to WHO for the Project in accordance with the provisions of this Agreement.

IV. Financial arrangement

1. Schedule of payments

The total amount of the contribution is US\$ 1,000

The contribution shall be paid to cover the Project's operations for 2 years and payment shall be made as follows:

- (i) The initial instalment in the amount of US\$ 500 shall be paid upon signature of this Agreement;
- (ii) US\$ 500 in August 2012

2. Payment of contribution

The contribution shall be deposited according to the above schedule of payments in the WHO's Geneva bank account:

(USD) *World Health Organization*
IBAN CH31 0024 0240 C016 9920 3
UBS AG
CH-1211 Geneva 2, Switzerland.
C.P.2600 (SWIFT - UBSWCHZH80A)

To be pooled to GARD VCC Award 53174

2. Utilization of funds and accounting

- (i) The contribution shall be used for the purposes indicated above and shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative rules and practices of WHO.
- (ii) Under this Agreement, 13% of expenditure will be deducted by WHO to cover administrative costs related to administering the funds, in accordance with World Health Assembly Resolution WHA 34.17.
- (iii) Any interest earned on the cash balance of the contribution shall be used in accordance with WHO Financial Regulations and Rules, and financial and administrative rules and practices of WHO.

V. Implementation

1. Period of implementation

The contribution will be used to finance activities under the Project to be undertaken between 1 August 2011 and 31 July 2013.

WHO shall have no obligation to implement the Project unless all necessary and sufficient funds for the implementation have been received by WHO. If the starting date is postponed for that reason, the completion date of the Project shall be extended accordingly.

A period of up to twelve months shall be allowed after completion of the Project, or of any termination of this Agreement, to liquidate all obligations for activities completed by WHO prior to completion or termination.

VI. Reporting

Financial

The income and expenditure recorded in respect of the contribution shall be indicated in the WHO Financial Reports submitted to the World Health Assembly on an annual and biennial basis.

VII. Audit

It is understood that all contributions to WHO are subject exclusively to its internal and external auditing procedures. The External Auditors' certification of accounts and audit report is made available to the World Health Assembly on a biennial basis. The Donor may request a copy.

VIII. Acknowledgement

WHO will make an appropriate acknowledgement of the contribution in any of its publications emanating from the Project, or in reports that are habitually made available to its 193 Member States. In the absence of the consent of the other party, neither party may otherwise refer to the contribution or to the relationship between the parties in any material of a promotional nature. Of course, donors are always entitled to make reference to their donations in their internal documents and in their annual reports.

IX. Termination

Either party may give the other notice of termination of this Agreement. Such termination shall enter into effect six months after notice has been received, subject to the settlement of any outstanding obligations.

X. Settlement of disputes

Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

Accepted on behalf
of the Donor:

M.R. Masjed
Deputy Director
NRITLD
Authorized official

Place: *TEHRAN - IRAN*
Date: *18. August 2011*

Accepted on behalf of the
World Health Organization

for VP's ALWAN
Dr Ala Alwan

Assistant Director-General
Noncommunicable Diseases and
Mental Health (NMH)

Geneva, Switzerland

Date: *4 August 2011*