



**FRAMEWORK ARRANGEMENT**

**BETWEEN**

**THE GOVERNMENT OF BELGIUM**

**AND**

**THE WORLD HEALTH ORGANIZATION**

**(WHO)**

**September 23, 2016**

## Introduction

The Government of Belgium (hereinafter referred to as “the Government”), represented by the Minister of Development Cooperation, and the World Health Organization (hereinafter referred to as “WHO”),

Each one hereinafter referred to as “Participant” and together “the Participants”,

**Considering** that the objective of WHO is the attainment by all peoples of the highest possible level of health, which is reinforced by a vision, principles and values,

**Considering** the need to engage in collaboration for contributing to the Global Health agenda stated in WHO’s General Programme of Work,

**Considering** the priorities expressed in WHO’s General Programme of Work and WHO’s Programme Budgets,

**Considering** the programme of Reform in which WHO is engaged and its three main components - Programmatic, Governance and Managerial Reform, with a view to preparing WHO to confront the challenges of a globalized and rapidly changing environment,

**Considering** WHO’s ongoing efforts to enhance accountability through its results chain across the three levels of the Organization in cooperation with its Member States, including special programmes and projects, and the efforts of the Organization to coordinate its programmes with those of UN funds, programmes and other UN Specialized Agencies,

**Considering** the role of Belgium as a WHO Member State to collaborate with the Organization to achieve its goals, to actively support its programme of Reform, with the particular aim of ensuring a predictable and sustainable financing of WHO’s Programme Budgets through the Financing Dialogue with donors,

**Considering** that the Government is committed to the implementation of the Agenda 2030 for Sustainable Development and will focus on two main policy areas: sustainable, inclusive economic growth and the rights-based approach to development, and is committed to spend at least 50% of its Official Development Assistance (ODA) to the least developed countries,

**Now** therefore, the Participants have decided to enter into a Framework Arrangement to strengthen their relationship and thereby provide a coherent, predictable and structured framework for collaboration between the Government and WHO. This does not include additional support of other Belgian federal line ministries such as the Federal Public Service Health, Food Chain Safety and Environment or Federated Entities such as the Flemish Government. The Development Cooperation support to WHO is integrated in the Country Cooperation Strategy (CCS) signed by the Federal Public Service Health, Food Chain Safety and Environment with WHO.

The Government and WHO agree as follows:

### **Paragraph 1: Objectives**

The objectives of the Framework Arrangement are to facilitate enhanced collaboration at all levels and to support WHO and the implementation of its activities through provision of resources, in addition to the contribution made by the Government to WHO's Budget through assessed contributions as a WHO Member State.

### **Paragraph 2: Scope**

#### **1. Policy issues of mutual interests include:**

- Universal health coverage as an integral part of human rights, necessary for sustainable human development,
- Health system support including support to national capacity building, health system research, equitable availability of human resources for health, decentralization of health districts,
- Universal access to, and adequate use of, high-quality essential biological products,
- Research,
- Fight against diseases in general and global health security.

#### **2. Provision of resources**

#### **The Belgian contribution**

- a. The total Belgian contribution to WHO will include the assessed contribution and the voluntary contribution.
- b. The Government intends to take into account variations in the amount of assessed contributions to determine the amount of the voluntary contribution.

#### **Letter of Intent**

- a. From 2017 onwards, the Government intends to commit voluntary funding to WHO for periods of four years at a time.
- b. A letter of intent from the Government will in such a case notify WHO of the parliamentary approval of the contribution to WHO for the relevant four-year period.

#### **Supporting WHO through voluntary contributions**

- a. The Government will consider, as appropriate, providing supplementary resources through voluntary contributions to the core budget.
- b. The Government will support WHO's General Programme of Work and WHO's biennial Programme Budgets, through fully flexible support and highly flexible support to the health system as a priority area of collaboration.

The proportion between the fully flexible and the highly flexible core voluntary funding will be 50 / 50.

- c. In addition to core voluntary contributions, the Government will continue to support core funding to research (through the Special Programme for Research and Training in Tropical Diseases (TDR)).
- d. In addition, the Government could consider continuing funding Junior Programme Officers or Senior Programme Officers upon request by WHO.

**Payment request**

- a. The voluntary contribution will be paid in yearly instalments.
- b. The voluntary contribution will be paid upon receipt of a yearly payment request, which should refer to the letter of intent, include the amount of the contribution in EUROS, WHO's bank account number (plus bank details) and the payment reference (identification) to be used in the bank instruction.

**To this end WHO will:**

- a. Use the resources provided by the Government only for planned and budgeted activities of WHO.
- b. Register and report the resources provided by the Government as revenue in its accounts, and administer the contributions and activities financed with these resources in conformity with its Financial Regulations and Rules.
- c. Subject the funded activities to WHO's internal and external audit procedures, as laid down in its Financial Regulations and Rules.
- d. Report on the use of the Belgian contributions within the framework of its global financial reporting system to Member States and the donor community.
- e. Provide the Government with a copy of the certification of Financial Statements by the External Auditor for the relevant years through the regular procedures in accordance with the regular cycle.
- f. Make due mention of the support of the Government to its activities in relevant donor listings in accordance with WHO's standard donor acknowledgement policy.

**Paragraph 3: Consultations**

1. As a WHO Member State, the Government will participate in the World Health Assembly held annually in Geneva in May. On this occasion, important public health policies are discussed. Every two years, the Programme Budget for the following biennium is discussed and approved. During the Assembly, WHO provides general information to Member States about the level of funding of the Programme Budget and application of the assessed and the voluntary core contributions.
2. The Government will also participate in the preparatory meetings for the WHO Executive Board, held in January and May each year, and, for specific support, in specific coordination committees, where appropriate, such as the Joint Coordinating Board (JCB) of the Special Programme for Research and Training in Tropical Diseases (TDR).
3. The Government and WHO will hold consultations every two years on a date mutually agreed by both Participants to exchange views on policies and activities of WHO, especially with respect to those areas of interest for policy dialogue as expressed in this Arrangement. The

consultations will be held, alternately, at WHO's headquarters in Geneva and in Brussels. They will take place within the context of the Financing Dialogue, using as a reference the format of WHO's bilateral consultation model.

The scope of the biennial consultations shall be agreed between the Participants and will include an assessment of the consistency of WHO's work with the Belgian development cooperation policy and the added value of Belgium's voluntary funding. Monitoring with special focus on results for vulnerable groups in fragile States and Belgian development cooperation partner countries and territories as determined in the Royal Decree of the 29th of May 2015, will focus on topics of mutual interests, including:

- management of the Organization;
  - role and efforts of WHO to strengthen health systems and to support the implementation of universal health coverage;
  - support to countries to access international aid and to implement their national health development plans;
  - efforts to improve the efficiency of aid and to increase alignment of donors, including WHO and the Government, to national health development plans;
  - the participation in the United Nations reform and collaboration with the Joint United Nations Programme on HIV/AIDS (UNAIDS) and the International Health Partnership (IHP+).
4. To enhance coherence and make delegated cooperation through WHO possible in countries, in accordance with the mutual priorities of the Government and WHO, the Participants will indicate focal points for exchange of information on in-country health support programmes.

#### **Paragraph 4: Audit and oversight**

1. The general policy of WHO is to operate in a transparent and accountable manner.
2. WHO's Internal Audit Service provides assurance over the design and effectiveness of verifications or processes in place to manage the key risks impacting programs and operations, including the quality of such verifications and processes. The activities of the Internal Oversight Service (IOS) include internal audit, in-country reviews, assurance validation, inspection, investigations, counter-fraud, and consulting and other services.
3. WHO's financial accounts are audited annually by an external, independent auditor who is Auditor-General of a Member State appointed by the World Health Assembly and presented to the Board for approval.

#### **Paragraph 5: General Provisions**

1. This Framework Arrangement will come into effect upon signature by both Participants.

2. This Framework Arrangement will remain in force unless terminated by mutual agreement or by one Participant providing three months' written notice to the other Participant. Any Arrangement having been concluded before the termination of this Framework Arrangement and in its execution, will remain in force on the terms set forth therein and on terms set forth in the Framework Arrangement, unless terminated separately, subject to the full settlement of any outstanding obligations.
3. The Participants may mutually agree to amend this Framework Arrangement through an exchange of letters.
4. This Framework Arrangement does not constitute a Treaty.
5. Any dispute which may arise between the Participants concerning the interpretation or implementation of this Framework Arrangement shall be finally settled by means of negotiation between the Participants.
6. Nothing contained in this Framework Arrangement shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national and international law, and/or as submitting WHO to any national court jurisdiction.

#### **Paragraph 6: Representation and communications**

1. For the implementation of the Framework Arrangement, the Government will be represented by the Minister of Development Cooperation or his/her designate, while WHO will be represented by the Director-General, or his/her designate.
2. All communications concerning this Framework Arrangement will be between the above-mentioned persons and/or their representatives.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed the Framework Arrangement in two originals in the English language.

**For the Government of Belgium**

Signature: \_\_\_\_\_

Name: Alexander De Croo  
Title: Minister of Development Cooperation  
Date: 23 September 2016  
Place: New York

**For the World Health Organization**

Signature: \_\_\_\_\_

Name: Dr. Margaret Chan  
Title: WHO Director-General  
Date: 23 September 2016  
Place: New York