

LETTER OF AGREEMENT

between

The Joint United Nations Programme on HIV/AIDS (UNAIDS),

20, Avenue Appia, CH-1211 Geneva 27, Switzerland

and the

World Health Organization

20, Avenue Appia, CH-1211 Geneva 27, Switzerland

WHEREAS UNAIDS, through the 2011 United Nations General Assembly Political Declaration on HIV/AIDS, recognizes the commitment to work with partners to strengthen advocacy, policy and programmatic links between HIV and noncommunicable diseases;

WHEREAS UNAIDS, through its 2011-2015 strategy, Getting to Zero is committed to preventing and controlling HIV/AIDS;

WHEREAS WHO, through the 2000 Global Strategy for the Prevention and Control of Noncommunicable Diseases is committed to scaling up its response to preventing and controlling NCDs;

WHEREAS WHO, through the 2008-2013 Action plan for the global strategy for the prevention and control of noncommunicable diseases, aims to work with governments in preventing and controlling noncommunicable diseases;

WHEREAS WHO, through the Global Health Sector Strategy on HIV/AIDS, 2011-2015, aims to leverage broader health outcomes through HIV responses, including through strengthening the management of both HIV and noncommunicable diseases;

WHEREAS WHO, through the 2011 Political Declaration of the UN High-level Meeting on noncommunicable disease prevention and control, aims to support governments in preventing and controlling noncommunicable diseases;

WHEREAS WHO and UNAIDS, through cohosting the side event "uniting around a common agenda to address NCDs and HIV/AIDS" at the UN High-level Meeting on noncommunicable disease prevention and control recognizes the importance of joint working;

NOW, therefore, the Parties hereby agree as follows:

The Parties wish to maximize synergistic strategies in line with the 2011 political declarations on HIV/AIDS and NCDs by the United Nations General Assembly.

The Parties wish to collaborate to facilitate and assist low- and middle-income countries to successfully address their disease burden of HIV and NCDs.

The Parties will focus on joint activities in the areas of: (i) advocacy; (ii) technical cooperation; and (iii) strategic information, monitoring and evaluation.

Any collaborative activity as outlined above shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each party's programme of work, priority activities, policies, administrative procedures and practices, and the parties' common internal rules and regulations. Each collaborative activity shall thus be agreed on a case-by case-basis, subject to a separate exchange of letters or agreement,

Each party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Letter of Agreement and/or any subsequent exchange of letters or agreement. Thus, neither party shall be responsible for any loss, accident, damage or injury suffered or caused by the other party, or that other party's staff or sub-contractors, in connection with, or as a result of, the collaboration under this Letter of Agreement and/or any subsequent exchange of letters or agreement.

Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly authorized in writing by the other party.

The cooperation outlined in this Letter of Agreement will be reviewed every two years from its date of last signature until such time as this Letter of Agreement is terminated. This Letter of Agreement may be terminated by either party at any time and for any reason, subject to 3 months advance written notice to the other party. Notwithstanding the foregoing, it is agreed that any termination of this Letter of Agreement shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the parties accrued prior to the date of termination of this Letter of Agreement and/or any subsequent exchange of letters or agreement.

The focal points for the purposes of this Letter of Agreement will be as follows:

For WHO:

Assistant Director-General – Noncommunicable Diseases and Mental Health

For UNAIDS:

Deputy Executive Director, Programme

Agreed and accepted:

For WHO



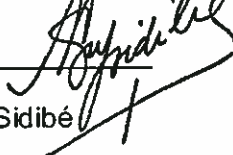
Dr Margaret Chan

Director General

World Health Organization

Geneva, July 2012

For UNAIDS



Dr Michel Sidibé

Executive Director

UNAIDS

Geneva, July 2012