

[version: September 2024]

# Europe Infodemic Preparedness and Response Alliance (EIPRA)

## Terms of Reference

These Terms of Reference (ToRs) apply to a newly established WHO alliance, named the Europe Infodemic Preparedness and Response Alliance (EIPRA) (hereinafter, “the Alliance”) and provide the framework for collaboration between the World Health Organization Regional Office for Europe (“WHO”) and the members and participants of the Alliance as defined in Section 6. Alliance members and participants. These terms of reference define the conditions for membership and participation within this coordinating mechanism for Infodemic Management in the WHO European Region.<sup>1</sup> The Alliance is aimed at supporting the establishment of a multi-stakeholders’ coordination mechanism for Infodemic Management in the WHO European Region, enabling the different actors to cooperate on interventions for a coherent infodemic preparedness and response.

## 1. Strategic goal

The Alliance will aim to develop and maintain public trust in health messages and strengthen the efforts of each actor through a collaborative approach. More precisely, the Alliance will coordinate monitoring and listening activities to detect harmful signals and information voids, and the engagement and empowerment of affected and vulnerable communities; it will promote the dissemination of reliable health information and build resilience to false information. The lessons learned during the COVID-19 pandemic will serve as a source for improvement to get prepared and respond to infodemic in all types of emergencies.

## 2. Objectives and functions

To accomplish its strategic function, the following objectives and functions are outlined for the Alliance:

1. **Build a multi-stakeholder coordination mechanism:** establish and maintain a mechanism for coordination between partners and stakeholders in infodemic preparedness and response.
2. **Facilitate knowledge-sharing and promote standardization:** invigorate knowledge sharing initiatives, identify common challenges and goals, develop definitions and best practices, support national and regional partners in standardization.
3. **Generate evidence for socio-behavioral health data:** apply rapid/real-time collection methods for emergency preparedness and response and setting up MEL interventions for infodemic management.
4. **Improve the implementation of infodemic preparedness and response activities:** ensure these initiatives are pursued in an effective and timely manner, through the achievement of measurable goals.

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<sup>1</sup> Following the example set by the Africa Infodemic Response Alliance (AIRA).

### 3. Rationale for the need of the Alliance

In the context of the COVID-19 pandemic, WHO has identified an emerging challenge to global public health: an infodemic, defined as “excessive information, including false or misleading information, in digital and physical environments during an acute public health event”.<sup>2</sup>

While the concept of an infodemic existing alongside health emergencies has long historical roots, the COVID-19 pandemic has produced conditions akin to “a perfect storm of conspiracy theory and misinformation.”<sup>3</sup> As such, the infodemic has put health and lives at risk, undermined trust in science, in health interventions, and in health systems. In short, the infodemic has significantly hindered the response to COVID-19.

Due to this, the WHO Regional Office for Europe decided to reinvigorate the ongoing Risk Communication (RC), Community Engagement (CE) and Infodemic Management (IM) initiatives, focusing on both preparedness and response. The initiatives are focusing on four key impact areas: listening to false narratives, community concerns and questions; promoting understanding of risk & health expert advice; engaging and empowering communities to fight harmful health information, and leading collaboration on IM research, response, and advocacy.

### 4. Strategic approach

The COVID-19 infodemic has highlighted the need to use a network approach to build trust among the various stakeholders involved in outbreak response. Infodemic Management is at once an area of significant interest for donors, partners, and other actors at the international, national, and regional levels in the WHO European Region. Considering the variety of stakeholders involved and the size and diversity of the European Region, the WHO strategic approach is grounded on **coordination** to avoid duplication of efforts and ensure effective and efficient collaboration within existing mandates, making the best use of resources.<sup>4</sup>

### 5. Status

The Alliance is established by the World Health Organization Regional Office for Europe (“WHO”). The Alliance is a WHO collaborative mechanism for enhanced coordination among relevant stakeholders in implementing preparedness and response initiatives. The Alliance is not a separate legal entity and derives its legal status from WHO. It will operate through commitment of Alliance members’ and participants defined in Article 7 hereof, to achieve the shared purposes and implement the Alliance activities as outlined in these TORs. The activities and operations of the Alliance shall be administered by WHO in accordance

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<sup>2</sup> Purnat TD, Vacca P, Czerniak C, et al. Infodemic Signal Detection During the COVID-19 Pandemic: Development of a Methodology for Identifying Potential Information Voids in Online Conversations. *JMIR Infodemiology*. 2021;1(1):e30971. doi:10.2196/30971.

<sup>3</sup> A perfect storm? [website]. In: Infodemic.eu, 19 January 2021 (<http://infodemic.eu/2021/01/19/a-perfect-storm.html>).

<sup>4</sup> See for another institutional confirmation of this observation “While the scientific evidence base for various techniques to counter online vaccine misinformation is growing, knowledge sharing between countries is also important. This study suggests that approaches to countering vaccine misinformation vary greatly between countries, and that institutions have little to no awareness of the approaches used by their counterparts in other countries. There appears to be significant room, therefore, for expanding the sharing of information and cross-country learning.” Countering Online Vaccine Misinformation in the EU/EEA 2021. Accessed October 8, 2021. <https://www.ecdc.europa.eu/sites/default/files/documents/Countering-online-vaccine-misinformation-in-the-EU-EEA.pdf>.

with the WHO Constitution, the WHO European Programme of Work and applicable WHO policies, rules, regulations, procedures and practices, including the WHO Framework on Engagement with Non-State Actors (FENSA).<sup>5</sup>

The Alliance will only operate within and in accordance with these TORs. Recommendations and proposals by the Alliance are non-binding on WHO and other Alliance members and participants, since they are only intended to serve as resources to inform policy dialogue, technical actions and emerging collaboration in the area of infodemic preparedness and response. Each Alliance member and participant is responsible for implementing recommendations and activities subject to and in accordance with its own mandate, internal rules, regulations, procedures and priorities.

## 6. Alliance members and participants

Main Alliance members and participants in infodemic preparedness and response can be divided into four functional levels, based on their stage of involvement in the activities.

- Tier 1. Monitoring and triage
- Tier 2. Response and amplification
- Tier 3. Knowledge and expertise
- Tier 4. Policy and coordination

Alliance members and participants may be part of one or multiple tiers depending on their interest, capacity, and mandate.<sup>6</sup> Tiers 1 and 2 will have stronger representation from NSA affiliate participants, while tiers 3 and 4 will have stronger representation from (inter)governmental organizations.

*In some more detail:*

### Tier 1. Monitoring and triage.

They conduct data collection, analysis, and visualization, via social listening, community feedback and other mechanisms, they share verified information online. This group of Alliance members and participants will carry on the following activities: monitoring outputs from infodemic responders, connecting them and routing urgent alerts between them if needed; monitoring responders' sites, social listening feeds and media landscapes, alerting internal and external partners. The timespan of their activities is usually minutes to hours. **Some of the Alliance members and participants active in misinformation monitoring and triage are organizations promoting initiatives in social listening, and community feedback.**

### Tier 2. Response and amplification.

They produce immediate responses and counternarratives, they share recommendations and potential remediations, they investigate misinformation. The Alliance members and participants working in Tier 2 are active in the production of counternarratives and pre-bunking materials, finding and responding to information landscape issues, including new information voids. The actions' timespan ranges from hours to

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<sup>5</sup> As per resolution of WHA 69: [https://apps.who.int/gb/ebwha/pdf\\_files/wha69/a69\\_r10-en.pdf](https://apps.who.int/gb/ebwha/pdf_files/wha69/a69_r10-en.pdf)

<sup>6</sup> Advancing infodemic management in risk communication and community engagement in the WHO European Region: implementation guidance. Copenhagen: WHO Regional Office for Europe; 2022 (<https://iris.who.int/handle/10665/363798>)

days. **Some of the Alliance members and participants active in response and amplification are fact-checking organizations.**

### **Tier 3. Knowledge and expertise.**

They analyze underlying mechanisms and the ecosystem, develop long-term mitigation and response actions, and produce in-depth reports. The Alliance members and participants involved in producing knowledge and expertise contribute to the following key activities: collecting and analyzing data in near real time; conducting rapid research to help answer questions and improve guidance relevant to the response; running further training on tools, processes, methods, as needed. Actions normally span days up to months. **Some of the Alliance members and participants engaged in providing knowledge and expertise are in the academia and research sector.**

### **Tier 4. Policy and coordination.**

They manage the implementation of an infodemic preparedness and response plan and coordinate activities at all levels. The Alliance members active in coordination and policy have a key role in routing information requests between internal and external partners, helping health authorities and responders to adjust plans as landscapes, conditions and needs change, monitoring internal issues including staff stress and security issues. Coordination interventions tend to occur on an ongoing basis and in the background. **Alliance members responsible for policy and coordination of infodemic response are international organizations, UN agencies, and Member States.**

## **7. Alliance membership and participation**

Potential Alliance members and participants include the following types of actors and partners, at the international level<sup>7</sup>.

1. National health and digital authorities
2. UN agencies and international organizations
3. Civil society organizations, including fact-checking organizations
4. Academic and research institutions
5. Private sector entities, including academic journals, media and fact-checking organizations

The World Health Organization is leading the creation and coordination of the activities of the Alliance. WHO serves as the Secretariat of EIPRA (the "Secretariat"). The role of the Secretariat is, *inter alia*, to oversee the day-to-day management of EIPRA's work, including by contributing to the coordination of meetings, communications, collecting and integrating feedback from the Alliance members and participants

*The Secretariat more specifically:*

- serves as the interface between the secretariat, the Alliance members and participants;
- selects and manages Alliance membership and participation in line with WHO rules and policies;
- coordinates the development and implementation of the Alliance's activities per tiers: Monitoring and triage (T1), Response and amplification (T2), Knowledge and expertise (T3), Policy and coordination (T4).
- provides coordination at meetings, and disseminates meeting reports;
- coordinates the preparation of progress reports for audiences internal and external to WHO;
- maintains public communications on the Alliance activities.

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<sup>7</sup> Following full international implementation, EIPRA activities will also be scaled up at national level.

The Alliance members and participants can be broadly distinguished as follows:

1. Participants are non-State actors (non-governmental organizations; philanthropic foundations; academic institutions, private sector entities), who will contribute to the activities foreseen per tier, in terms of monitoring and triage, response and amplification, knowledge and expertise, with support as required by WHO and Alliance members.
2. Alliance members are governmental and intergovernmental actors, which will support WHO European Region Member States in responding to infodemics, as well as monitor, distribute and provide expert input to the Alliance. They will be the only ones involved into the activities foreseen by the policy and coordination tier 4. Examples include Ministries of Health, National Institutes of Public Health, United Nations agencies, partners such as the European Centre for Disease Prevention and Control (ECDC).

The distinction between these two groups complies with the WHO policies. In particular, the WHO Framework for Engaging Non-State Actors (FENSA) specifies that the formulation of policy is the exclusive purview of specific kinds of actors, as well as it recommends applying an initial identification of roles between the Alliance members and participants.

All entities seeking to apply for membership or participation to the Alliance as either Alliance members or participants must meet the following criteria<sup>8</sup>:

- Their aims and purposes should be consistent with the WHO Constitution and conform with WHO's policies;
- They should contribute significantly to the advancement of public health and to the objectives, vision and strategic goal of the Alliance and they should demonstrate support for the Alliance activities;
- The entity should respect the intergovernmental nature of WHO and the decision-making authority of Member States as set out in the WHO Constitution.
- The entity should be actively working in the field of infodemic management and misinformation/disinformation response with proven experience and expertise in the subject matter.
- The entity should have an established structure, constitutive act, and accountability mechanisms.
- The entity should have the authority to speak on behalf of the organization and/or its members and have a representative structure.
- Participants are required to provide the following information and documents: name, objectives, and mission of the entity, copy of the legal status (such as bylaws, constitution), governance structure, names and affiliations of the members of main decision-making bodies (such as Board, Executive Board), the assets, annual income and funding sources (list of donors and sponsors), main relevant affiliations and website address. The participant will also sign the tobacco-arms disclosure statement without alteration.

The acceptance of participants to the Alliance is guided by the following principles. The participants should:

- demonstrate a clear benefit to public health;
- adhere to WHO's Constitution, rules and procedures including but not limited to the overarching principles contained in FENSA;
- respect the intergovernmental nature of WHO and the decision-making authority of Member States as set out in the WHO's Constitution;

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<sup>8</sup> Individuals are not eligible for membership or participation.

- support and enhance, without compromising, the scientific and evidence-based approach that underpins WHO's work;
- not compromise WHO's integrity, independence, credibility and reputation;
- not engage with the tobacco industry nor with non-State actors that work to further the interests of the tobacco industry; and
- not engage with the arms industry.

In addition, the Secretariat will apply the following technical criteria when considering an application. The applicant should demonstrate proven expertise in one or more of the following in the WHO European region:

1. public health initiatives;
2. fact checking;
3. misinformation research;
4. digital content production for public health campaigns;
5. media literacy initiatives;

Each Alliance member and participant must:

- adhere to the Terms of Reference in their respective roles of Alliance members and participants;
- actively participate in and support the Alliance, its purpose, goals, objectives, guiding principles, work, activities and meetings;
- take responsibility according to the division of labour;
- make meaningful contributions, in connection with the work and activities of the Alliance; and
- act in the best interest of public health in alignment with WHO policies.

## **8. Roles and Responsibilities**

### **8.1. WHO**

- leads and coordinates the Alliance;
- provides technical guidance in answering any public health questions and claims;
- ensures coordination with Risk Communication and Community Engagement (RCCE) regional coordination structures, guaranteeing complementarity of efforts.

### **8.2. Alliance members and participants**

- share online monitoring and social media listening reports and pickup with the Alliance;
- share analysis and analytics of community feedback including rumors, beliefs, questions and suggestions related to public health;
- provide technical support on Risk Communications and Community Engagement;
- share debunks with their networks/audience;
- produce debunks in story format using WHO technical guidance (to be co-developed with input from Alliance members and participants) and share debunks with their networks/audience;
- improve media professionals' access to verified information on health and strengthen their capacities to report on health issues;
- provide support to public interest media to produce and disseminate fact-based content countering disinformation on health threats;

- empower participants to distinguish facts from lies and rumors, and understand the importance of avoiding the spread of disinformation and misinformation about outbreaks and countering health-related discrimination and hate;
- support policies and programmes for enhanced transparency and data sharing, which can advance understanding of the infodemic and strengthen the supply of accurate, reliable and comprehensive information and diminish the volume and impact of false and misleading content;
- ensure coordination with the Alliance, ensuring complementarity of efforts.

### **8.3. Modalities for Alliance membership and participation**

- Alliance members and participants contribute to the Alliance by an exchange of letters with WHO agreeing to abide by these Terms of Reference;
- No Alliance members nor participants have the right to act or speak on behalf of any other organization, including WHO, and no Alliance members nor participants shall imply or state that it has any such right;
- The inclusion of any new participant is subject to WHO review and approval in line with WHO's rules and policies including per the Framework of engagement with non-state actors (FENSA). Acceptance of participants will be subject to the conduct of due diligence and risk assessment in accordance with the provisions of the WHO FENSA.

## **9. Collaboration**

### **9.1. Monitoring and triage**

- Alliance members and participants agree to share health-related social media and media monitoring findings with the rest of the network in a timely manner, including findings from social listening, community feedback, offline rumors collection and other mechanisms.
- Alliance members and participants agree to gather practices, methods and tools for social listening and community feedback, by testing their implementation and developing innovations.

### **9.2. Response and amplification**

- Alliance members and participants agree to share approaches to respond to infodemic signals and mechanisms to amplify correct information, by also creating debunking content for the Region.
- In the case that Alliance members deem a monitoring finding a high priority, they may flag that lead for fact checking and will provide expert input and sources as required.
- Alliance members will share upcoming health-related communications information to support targeted monitoring by participants, i.e. fact-checking organizations.

### **9.3. Knowledge and expertise**

- Alliance members and participants agree to contribute to the establishment of an infodemiology research agenda for the European region, through evidence mapping and gaps analysis.
- Alliance members and participants agree to gather knowledge about the use, implementation, and effectiveness of infodemic management tools, methods, and interventions, by recommending methods for measuring the impacts of infodemic.

## **9.4. Policy and coordination**

- Alliance members and participants agree to enhance mechanisms for coordination of infodemic response, by also building capacity on infodemic response at all levels.
- Alliance members and participants agree to develop common indicators and methods for measurement for infodemic response effectiveness.
- Alliance members and participants agree to improve the integration of tools, methods and interventions into emergency preparedness and response.

## **9.5. Alliance's monitoring, evaluation and learning**

- Alliance members and participants will contribute to the monitoring, evaluation and learning initiatives.

## **10. Publications**

As a general rule, and subject to its discretion, WHO shall be responsible for issuing publications and other materials (including without limitation the communication outputs and meeting/event reports) about the Alliance's activities ("Alliance Materials"). For the avoidance of doubt, publication and dissemination of Alliance Materials will only be made by WHO, or by the Alliance members and participants as decided by WHO on a case-by-case basis. Copyright in any Alliance Materials prepared or commissioned by WHO shall be vested in WHO. This also applies if the work is issued by WHO as a compilation of works by Alliance members and participants or is otherwise work prepared with input from one or more Alliance members or participants.

Subject to the proprietary rights of WHO, any Alliance member or participant (the "publishing party") may prepare and issue publications on its own subject, with WHO's prior approval and provided that WHO has been given the opportunity to comment on the content before publication, which comments shall be given due and good faith consideration by the publishing party.

The publishing party shall have the right to claim copyright of any publication as a whole issued by it as part of Alliance activities. The copyright of any contribution made to the publication by WHO will be retained by WHO with a non-exclusive, sublicensable, worldwide, royalty-free license to the publishing party to deal with the contribution for all purposes, in all manners and in all formats, as part of the publication. WHO will be appropriately acknowledged in the publication. The wording of the acknowledgement shall be agreed between the parties.

WHO publishes all its publications under the WHO open access policy using the Creative Commons Attribution-NonCommercial-ShareAlike 3.0 IGO (CC BY-NC-SA 3.0 IGO) license, which permits free reuse of WHO publications for non-commercial purposes. Any publication issued by an Alliance member or participants shall be published under a similar open access license.

No publication or other work resulting from the Alliance activities shall contain commercial advertising or be used for the promotion of any commercial product or service.



For the avoidance of doubt, WHO shall be vested with a non-exclusive, worldwide, royalty-free and sublicensable license to use, reproduce, synthesize, adapt, publish and disseminate in whatever format – paper, electronic or otherwise – and in whatever manner WHO may deem appropriate for public health purposes, the work produced by each Alliance member or participant within the context and work of the Alliance.

The WHO Secretariat may issue a newsletter which will highlight the activities undertaken. Alliance members and participants may provide input to the newsletter. The newsletter will be coordinated, approved, and then disseminated by WHO Secretariat.

Subject to the publishing policies above, Alliance members and participants may refer to the Alliance activities in their respective publications and reports in the context of their broader activities related to the subject matter. Alliance members and participants must ensure that the work is not misrepresented, and such reference to activities issued by an Alliance member or participant other than WHO shall contain appropriate disclaimers, as decided by WHO, including that the content does not necessarily reflect the views or stated policy of Alliance members and participants (including WHO, acting as the Secretariat for the Alliance).

## **11. Visual Identity**

- To ensure that the Alliance is deliberately communicating with one voice to external parties on topics of substance, any communication in the name of the Alliance will take place through the Secretariat hosted by WHO.
- Alliance members and participants shall not in any statement or material of an advertising or promotional nature, refer to its relationship with WHO or use WHO's name, acronym, and emblem in any manner and for any purpose, without prior written consent of WHO. This includes, inter alia, the display of the WHO logo and name on any premises, equipment, as well as on any communication and/or training materials, training certificates, social media tools or publications.
- The Alliance may develop a visual identifier such as a logo which will help identify the network to its audience. The visual identifier will be accompanied by the statement "WHO hosted Network". The use of the Alliance's name, acronym and visual identifier is restricted to WHO and/or Alliance members and participants, but only with prior express written approval of WHO. Such use shall be approved as per WHO policy on a case-by-case basis.
- No Alliance member or participant may use the logo or emblem of any other Alliance member or participant or imply an affiliation with another Alliance member or participant without prior written permission of such Alliance member or participant.

## **12. Communications**

- WHO will lead on official Alliance communications production and media outreach, which includes press statement or other communications activities.
- In some specific cases, official Alliance communications may be discussed with members and participants.

- The contributions made by Alliance members and participants may be acknowledged by WHO in accordance with its applicable rules, regulations and procedures.
- All Alliance members and participants are encouraged to post and repost official Alliance communications in line with WHO's rules and policies.
- The Alliance may have a website that is housed within WHO's domain which is managed by the WHO Secretariat. Web links to Alliance members and participants may be included in the Alliance website subject to applicable WHO policies, rules and regulations.

### **13. Confidentiality**

Alliance members and participants will not share information which is marked as confidential about the Alliance outside the Alliance members and participants, without prior agreement from WHO and Alliance members and participants.

A standard Confidentiality Undertaking provided by WHO must be signed by each Alliance member, as well as by each participant, as a condition to participation/involvement in the Alliance (see Annex II).

Without limiting or prejudicing the terms and conditions of the Confidentiality Undertaking, each Alliance member and participant of the Alliance agrees to:

- a. maintain the confidentiality of (and refrain from disclosing to any third parties) any confidential information and materials shared by or on behalf of WHO and/or any Alliance members or participants, except when expressly indicated otherwise in writing by WHO; and
- b. maintain the confidentiality of (and refrain from disclosing to any third parties) any views or opinions expressed by WHO and/or any Alliance members and/or participants, as well as of any deliberations and discussions held in the context of the Alliance or any of its activities, except when expressly indicated otherwise in writing by WHO.

### **14. Liability**

Under no circumstances shall WHO assume any liability for acts carried out by Alliance members and participants, regardless of whether such acts were carried out in the name of the Alliance. Furthermore, WHO, at its sole discretion, may refrain from implementing any activity of the Alliance if, in the view of WHO, such an activity gives rise to undue financial, legal or reputational liability, or is contrary to WHO policies, rules, regulations, administrative practices and programmatic and technical policies.

### **15. Withdrawal and Termination**

- Each Alliance member and participant has the right to withdraw from membership and participation respectively in the Alliance at any time, subject to providing WHO one (1) month' prior written notice and to the orderly conclusion of any ongoing activities.
- WHO in its sole discretion may terminate the membership or participation of any Alliance member or participant at any time and for any reason, upon providing at least one (1) month prior written notice thereof to such Alliance member or participant.

- Without limiting the foregoing, the membership or participation of any Alliance member or participant in the Alliance shall terminate with immediate effect if and when such Alliance member or participant: (a) no longer subscribes or adheres to the goals, objectives and/or guiding principles of the Alliance, as described in these Terms of Reference; and/or (b) ceases to meet the membership or participation criteria for the Alliance, as set forth in these Terms of Reference..
- In addition, WHO also has the right, exercisable in its sole discretion, to terminate the Alliance at any time upon providing three (3) months prior written notice thereof to the Alliance members and participants.
- Withdrawal from membership and participation as well termination thereof shall be subject to the orderly conclusion of any ongoing activities and related encumbrances, if any.

## **16. Renewal**

- Alliance members and participants will continue their membership or participation indefinitely, unless they decide to withdraw or are terminated in accordance with Article 15 of the Terms of Reference.
- Every 12 months, the Secretariat will contact Alliance members and participants to confirm their continued engagement and update any relevant information.
- This annual contact is for administrative purposes and does not require members or participants to formally renew their status. Their membership or participation remains active unless they explicitly withdraw or are terminated as per the established procedures.
- The Terms of Reference under which members and participants joined will continue to apply upon renewal.

## **17. Financing of the Alliance**

- No exchange of funds or resources is expected or anticipated by the Alliance members and participants.
- Each Alliance member and participant shall be responsible for covering all costs and expenses relating to its participation in the Alliance work and activities, including but not limited to, travel and subsistence expenses in connection with attendance at meetings.
- When possible and in its sole discretion and in accordance with its policies, rules and regulations, WHO may provide financial support to Alliance members and participants for specific Alliance activities.
- The above does not prejudice or preclude separate funding arrangements, if any, entered between WHO and Alliance members or participants.
- Subject to the availability of sufficient financial resources for this purpose, the day-to-day routine operations of the WHO Secretariat to the Alliance will be financed by WHO.
- WHO may also, in its sole discretion, seek to raise funds or accept financial and/or in-kind contributions from external sources to support Alliance activities, in accordance with WHO's rules, regulations, policies, procedures and practices.
- Both Alliance members and participants will not use the participation in the Alliance for any financial or fundraising purpose.

## **18. Amendments**

These Terms of Reference may be amended by WHO, and all Alliance members and participants shall be informed of such changes and shall be required to endorse them as a condition of their continuing participation in the Alliance.

## **19. Privileges and Immunities**

Nothing contained in or relating to these Terms of Reference and/or any work or activities relating to the Alliance shall constitute or be deemed a waiver of any privileges or immunities enjoyed by WHO under any national or international law, treaty, or convention, and/or as subjecting WHO to any national court jurisdiction.

## **20. Amicable Resolution of Disputes**

Any dispute or disagreement between any of the Alliance members and participants shall, unless amicably settled, be subject to a 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.

## **21. Zero Tolerance for All Forms of Sexual Misconduct and Other Types of Abusive Conduct, Fraud or Corruption**

- All Alliance members and participants are expected to ensure that the conduct of their employees and any other persons engaged by them is consistent with the WHO standards of conduct. In particular, WHO has zero tolerance towards any form of sexual misconduct (an all-inclusive term encompassing all forms of sexual exploitation, sexual abuse, sexual harassment and sexual violence), other types of abusive conduct, fraud or corruption.
- In this regard, and without limiting any other provisions contained herein, each Alliance member and participant warrants that it shall:
  - (i) take all reasonable and appropriate measures to prevent any form of prohibited behaviour by any of its employees and by any other persons engaged by it to perform any activities or to provide any services for WHO on the entity's behalf. This refers, in particular, to:
    - a. sexual misconduct, as defined and addressed in the WHO Policy on Preventing and Addressing Sexual Misconduct;
    - b. other types of abusive conduct, as defined and addressed in the WHO Policy on Preventing and Addressing Abusive Conduct; and,
    - c. all forms of fraud or corruption, as defined and addressed in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption.
  - (ii) promptly report any actual or suspected violations of these WHO policies of which the entity becomes aware to the WHO Office of Internal Oversight Services ("IOS") at [investigation@who.int](mailto:investigation@who.int) ;

- (iii) promptly communicate to IOS any measures that may be necessary or appropriate to protect the confidentiality and wellbeing of the survivor or victim; and,
- (iv) promptly respond to any actual or suspected violations of the above referenced WHO policies of which the entity becomes aware, and to cooperate with and to keep IOS informed of the status and outcome of any measures of protection, corrections to operations, investigation, and disciplinary action taken against any perpetrator by the entity.

## **Annexes**

### **I. Confidentiality Undertaking**

### **II. Application process for membership and participation in the Alliance**

## **Annex I.**

### **Confidentiality Undertaking**

1. The World Health Organization Regional Office for Europe (WHO/Europe) has established a WHO Alliance, named the Europe Infodemic Preparedness and Response Alliance (EIPRA) aimed at supporting the establishment of a multi-stakeholders' coordination mechanism for Infodemic Management in the WHO European Region, enabling the different actors to cooperate on interventions for a coherent infodemic preparedness and response (hereinafter, "the Alliance").
2. In connection with the Alliance, in the course of participation in the activities (whether at or in relation to Alliance meetings, internet-based collaborative workspaces, telephone conferences, or otherwise), members and participants of the Alliance may gain access to confidential and/or proprietary information, documents and other materials relating to infodemic preparedness and response, which WHO considers to be proprietary to itself or to parties collaborating with it (hereinafter referred to as "the Information").
3. The Undersigned hereby undertakes to treat the Information as confidential and proprietary to WHO or parties collaborating with WHO and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in this Undertaking, except that the Undersigned shall not be bound by any such obligations if and to the extent the Undersigned is clearly able to demonstrate that the Information:
  - a. was known to him/her prior to any disclosure by or for WHO to the Undersigned; or
  - b. was in the public domain at the time of disclosure by or for WHO to the Undersigned; or
  - c. becomes part of the public domain through no fault of the Undersigned; or
  - d. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality or restrictions on use.
4. The Undersigned also undertakes not to communicate any of the materials, discussions, outputs, deliberations and decisions of the Alliance or any of its governing bodies or working groups to any third parties except as agreed by WHO.
5. Upon WHO's request, the Undersigned shall promptly return to WHO or third parties collaborating with the Alliance, as applicable, any and all copies of their respective Confidential Information which are then in the Undersigned's possession or control.
6. The obligations of the Undersigned shall survive the termination of his/her membership or participation in the Alliance.
7. Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject to a 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.

8. Nothing contained in or relating to this Undertaking shall be deemed or construed as a waiver of any of the privileges and immunities enjoyed by WHO, or as submitting WHO to any national court jurisdiction.

Agreed to and accepted by the Undersigned as of the date set forth below.

**FOR AND ON BEHALF OF  
[INSERT FULL NAME OF ENTITY]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annex II.**

### **Application process for membership or participation in the Alliance**

1. WHO will publish on the Alliance's website the criteria for membership and participation in the Alliance as well as the relevant form/information that must be completed and provided to WHO by parties wishing to become either members or participants in the Alliance. WHO may also send announcements to third parties whom WHO is aware would be interested in becoming either members or participants in the Alliance; provided, however, that any such announcement shall not be constructed as WHO granting the recipient thereof any right, benefit, or advantage, including with respect to the Alliance's application process.
2. Parties interested in becoming members or participants of the Alliance must complete and submit an initial application form, via the Web-based platform and must clearly indicate that such interested party wishes to become either a member or a participant in the Alliance.
3. Following receipt of an initial application, WHO will perform a preliminary screening to determine whether the application meets the eligibility criteria set out in the TORs for membership or participation in the Alliance.
4. Should the application pass this screening step under 3 above, WHO will provide the application with a copy of the Alliance Terms of Reference (including, but not limited to, the Annexes), as well as a more detailed application form (together with the list of the additional information and documentation concerning the application which WHO requires in order to assess the application).
5. For an application to be considered, the applicant will be required to submit adequate information and documentation regarding its legal status, memberships, mandate, aims and objectives, sources of funding (including of donors and sponsors, as well as a summary of its activities (nature and scope) as they relate to the criteria to become either a member or a participant in the Alliance. Non-state actors would be required to sign the tobacco-arms disclosure statement.
6. Following receipt of the detailed application and all supporting materials/documentation, WHO will review the same and determine whether the applicant meets, in principle, the eligibility criteria, the general criteria and, if applicable, the specific criteria set out in Sections 7.2 to 7.3 of the TORs for membership and participation in the Alliance. WHO will request further clarification from the application, should it be necessary to determine whether any such criteria are met.
7. If WHO determines that an applicant meets the aforementioned criteria for participation in the Alliance, then WHO will circulate a summary of each application, together with a provisional decision of acceptance thereof and supporting rationale on eligibility and criteria, to the Global Steering Group or Regional Steering Groups, as applicable, for their input. For the avoidance of doubt, WHO will retain the final decision on whether or not any applicant meets the eligibility, general and/or specific criteria required for membership and participation in the Alliance, and/or is formally accepted to join the Alliance either as a member or as a participant. WHO's decisions concerning the foregoing are not open to appeal.



8. Following consultations with and input from the applicable Steering Group(s), WHO will determine whether an applicant will be formally accepted to join the Alliance either as a member or as a participant and will inform successful applications of the same in writing.
9. Successful applications will be required to agree to, sign and return to WHO a copy of the Terms of Reference of the Alliance, as well as the Annexes, including Confidentiality Undertaking, as a condition precedent to their participation in the Alliance.

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