

WORLD HEALTH ORGANIZATION  
REGIONAL OFFICE FOR EUROPE



ORGANISATION MONDIALE DE LA SANTÉ  
BUREAU RÉGIONAL DE L'EUROPE

WELTGESUNDHEITSORGANISATION  
REGIONALBÜRO FÜR EUROPA

ВСЕМИРНАЯ ОРГАНИЗАЦИЯ  
ЗДРАВООХРАНЕНИЯ  
ЕВРОПЕЙСКОЕ РЕГИОНАЛЬНОЕ БЮРО

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## Terms of Reference of the WHO Regional Office for Europe

### Strategic Partners' Initiative for Data and Digital Health

These Terms of Reference (ToR) apply to a newly established WHO Regional Office for Europe (WHO Europe) Strategic Partners' Initiative for Data and Digital Health (hereinafter, 'the Initiative', or 'SPI-DDH'). This new Initiative would provide the framework for collaboration between the WHO, Member States, non-State actors (NSAs) and other partner organizations to share information and encourage collaborative innovation in the European data and digital health ecosystem.

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## CONTEXT AND BACKGROUND

1. Resolution EUR/RC72/R2 Leveraging digital health transformation for better health in Europe: Regional digital health action plan for the WHO European Region 2023-2030<sup>1</sup>, and the corresponding Action Plan<sup>2</sup> were approved by Member States at the Seventy-Second session of the WHO Regional Committee (RC) for Europe in September 2022. They are expected to contribute to the operationalization of the WHO Global strategy on digital health 2020–2025 by translating its strategic priorities into relevant actions for the European Region.
2. The resolution calls upon Member States, inter alia, to “develop effective partnerships that bring together governments, health organizations, research institutes, nongovernmental organizations, industry and relevant stakeholders across all sectors to align their efforts, coordinate, collaborate, prioritize and monitor progress in the digital health area” and furthermore requests the WHO Regional Director for Europe to “constitute a strategic partnership council for data and digital health”.
3. The European Programme of Work, 2020-2025 ‘United Action for Better Health in Europe’, highlights digital health as one of four key flagship initiatives of the Regional Office. The Digital Health Flagship provides technical and policy guidance and expertise on the safety and efficacy of digital health solutions preserving health equity, gender equality, and human rights as core values in their deployment. Through its work, the Digital Health Flagship supports countries in leveraging data and digital technologies for improving the interface between people and health services; for improving health system performance; and for strengthening critical public health functions including disease surveillance, early warning and risk assessment.

## AIM AND OBJECTIVES OF THE INITIATIVE

4. The aim of the SPI-DDH is to provide a consultation and collaboration Initiative that links and draws upon the work of partners in the fields of data and digital health to bridge gaps in creating a future for European health systems that is safe, affordable and person-centred. The specific objectives of the SPI-DDH are the following:
  - a. to establish a **collaboration mechanism** to promote dialogue, identify opportunities, showcase good practices and harmonize efforts of relevant stakeholders working in the field of data and digital health;
  - b. to agree actions to **improve the uptake of safe and equitable digital health in Member States** building trust, promoting collaboration, facilitating accountability and enabling corrective actions to be implemented;
  - c. to support **voluntary collaborations that focus on solidarity** in enabling access to healthcare digitally – including horizon scanning to identify trends and challenges in data and digital health financing, governance and implementation, and facilitating knowledge transfer and exchange of good-practice implementation examples;
  - d. to provide an **independent “safe harbour” forum** for Member States to learn and engage with a range of external partners in exploring data and digital health solutions;
  - e. to **develop future scenarios of healthcare delivery and data usage** in the European Region that can be used to inform further transformation of health systems and reprofiling of the health workforce.

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<sup>1</sup> <https://www.who.int/europe/publications/i/item/EUR-RC72-R2>

<sup>2</sup> <https://www.who.int/europe/publications/i/item/EUR-RC72-5>

## WORKING GROUPS

5. The Regional digital health action plan for the WHO European Region 2023–2030 sets out four Strategic Objectives that will be used as the basis for identifying areas of collaboration that working groups of the SPI-DDH will examine. These working groups are outlined below.

- **Working Group 1:** Aligning Data and Digital Health implementation in countries – examining factors contributing to the successful digital transformation of European Health Systems.
- **Working Group 2:** Enhancing country capacities to better govern digital transformation in the health sector – examining approaches to strengthening countries’ capacity to finance, procure and govern data and digital health solutions as well as standard approaches for increasing digital literacy of the health workforce.
- **Working Group 3:** Collaboration between partners, stakeholders and the wider public to increase uptake of safe and inclusive digital health solutions – exploring successful approaches to public-private partnerships for data and digital health and evaluating regional networks for knowledge exchange.
- **Working Group 4:** Evidence for building trust and accountability in people-centred digital health environments – exploring methods for gathering evidence to demonstrate the effectiveness and trustworthiness of digital health solutions.

## GUIDING PRINCIPLES OF THE INITIATIVE AND ITS WORKING GROUPS

6. **Working for the benefit of WHO and its Member States in the European Region.** The Initiative is established by World Health Organization Regional Office for Europe (“WHO Europe”) and the Secretariat is provided by the WHO Europe’s Division of Country Health Policies and Systems. The SPI-DDH enables coordination among members to accelerate the development of digital transformation in the health sector in Member States, in line with WHO’s Global Digital Health Strategy and the Regional digital health action plan for the WHO European Region 2023-2030. The work of the SPI-DDH will be informed by the latest scientific evidence and based on good practices.

The SPI-DDH is not a legal entity. It will operate through participants’ voluntary commitment to achieve the shared objectives and to be consulted in the areas of collaboration of the working groups outlined in these ToR. The activities and operations of the SPI-DDH shall be administered by WHO Europe in accordance with the WHO Constitution, the WHO European Programme of Work, 2020-2025 ‘United Action for Better Health in Europe’ (EPW) and applicable WHO policies, rules, regulations, procedures and practices.

The SPI-DDH will only operate within and in accordance with these ToR. Recommendations and proposals by the Initiative are non-binding on WHO and other members of the Initiative and are only intended to serve as resources to inform policy dialogue, technical actions and emerging collaboration in the area of data and digital health. Each member of the Initiative is responsible for implementing recommendations and activities subject to and in accordance with its own mandate, internal rules, regulations, procedures and priorities.

7. **No remuneration and non-commercial.** The operation of the SPI-DDH will conform to the Framework for Engagement of Non-State Actors (FENSA)<sup>3</sup> in ensuring its independence from industry and other vested interests. Participation of non-state actor organizations will be subject to signature of the WHO Tobacco/Arms related disclosure statement and a due-diligence process conducted by WHO in accordance with WHO policies, rules, regulations, procedures and practices. Participants in the SPI-DDH will not receive remuneration or expectation of future income in relation to their contribution of time and resources. Marketing of commercial products, solutions and services by partners to the SPI-DDH will not be permitted.
8. **Objective, transparent and impartial.** The work of the Initiative will be conducted in a manner that is objective, transparent and impartial, without favour to any stakeholder group, or other party, and that avoids actual or apparent conflicts of interest, unfounded bias or improper influence of stakeholders. Full and open transparency as to who is participating in the SPI-DDH and the source of contributions made will be exercised. The activities to be taken forward by the working groups will also be based on an inclusivity principle that ensures all participants are welcome to partake in those discussions and activities of interest to them. Accessibility modalities and language translation will be provided on request.
9. **Gender diversity in composition of the SPI-DDH members.** The composition of the SPI-DDH members will to the greatest extent possible ensure gender diversity in the composition of its members.
10. **Promoting an environment free from Sexual Misconduct.** Members of the SPI-DDH will be asked to familiarize themselves with the UN definitions of sexual exploitation, abuse and harassment<sup>4</sup> and commit to zero tolerance for any form of sexual misconduct or inaction against sexual misconduct in line with *WHO's Policy on Preventing and Addressing Sexual Misconduct*<sup>5</sup> and its Code of Conduct to prevent harassment, including sexual harassment, at WHO events<sup>6</sup>.
11. **Conflicts of interest.** Participants should be free from actual, potential or apparent conflict of interest. To this end, proposed participants are required to complete a declaration of interest form and their acceptance is subject to the evaluation of completed forms by the WHO, determining that their participation would not give rise to a real or perceived conflict of interest.

## COMPOSITION AND PARTICIPATION IN THE INITIATIVE, INCLUDING THE WORKING GROUPS

### Participants and respective roles

12. Entities eligible to become participants of the Initiative and its working groups are the following, with the respective roles:
- Member States of the WHO European Region, including governmental organizations, represented by ministers, senior representatives and officially nominated National and Technical Focal Points for the Initiative;
  - Intergovernmental organizations, including United Nations agencies, the European Union and the OECD;
  - WHO Collaborating Centres for data and digital health;

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<sup>3</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>4</sup> <https://www.who.int/initiatives/preventing-and-responding-to-sexual-exploitation-abuse-and-harassment>

<sup>5</sup> <https://www.who.int/publications/m/item/WHO-DGO-PRS-2023.4>

<sup>6</sup> <https://www.who.int/publications/m/item/code-of-conduct-to-prevent-harassment-including-sexual-harassment-at-who-events>

- (d) Non-State actors – non-governmental organizations, philanthropic foundations, academia and the private sector<sup>7</sup>, subject to WHO Framework on Engagement with Non-State Actors (FENSA).

## Observers

13. Entities that are not Initiative participants/members may be invited by the WHO Secretariat to exchange information and participate in meetings relevant to the implementation of the strategic priorities of the SPI-DDH..

## Application criteria and process for participation in the Initiative

14. In order to become a participant of the Initiative, each interested entity must (i) fall within one of the eligible categories set forth above in paragraph 12; and (ii) fulfil the following application criteria. General and specific criteria must be cumulatively met by all participants of the Initiative.

### General criteria

15. General criteria for participation of an eligible entity in the Initiative encompasses their ability to:
- demonstrate a clear commitment to advancing public health;
  - agree to these ToRs and its Annexes (including, but not limited to, the Confidentiality Undertaking attached hereto), and any future amendments;
  - commit to provide ongoing contributions and support to the Initiative’s activities in accordance with the ToR and Annexes; and
  - nominate focal person(s) for matters relating to the Initiative and its activities.

### Specific criteria

16. Specific criteria for participation of an eligible entity in the Initiative are:
- demonstrated adherence to and compliance with relevant international technical norms and standards, especially those established by WHO; and
  - demonstrated engagement in activities relevant to data and digital health.

### *Specific criteria for non-State actors*

17. Eligible Entities that are non-State actors should fulfil the following additional eligibility criteria:
- Operate at a regional level, or global organizations which work at a EURO regional level, either under a registered European entity or advocacy focus on European Institutions and issues;
  - Remit and recent activity relating to data and digital health or representing a clinical professional group to ensure invitations are extended to all medical professional groups;
  - European umbrella organizations will be preferred, if available and possible.
18. In addition to the requirements described above, the acceptance of non-State actors as participants in the Initiative is guided by the following criteria. The non-State actor 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>7</sup> The categories of non-State actors follow the WHO’s Framework for Engagement with Non-State Actors (FENSA)

- 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.

19. Entities interested in participating in the Initiative and its working groups may submit an expression of interest in writing to the WHO Europe Secretariat following the public call dedicated to SPI-DDH, published on the WHO/Europe website. Following receipt of the written expression of interest, if the entity is an eligible entity as stipulated in these ToRs, WHO will perform a preliminary screening to determine whether the applicant meets the eligibility criteria set out in the ToRs for participation in the Initiative.

20. All interested Initiative participants will be provided with a copy of the ToR for the Initiative (including, but not limited to, the Confidentiality Undertaking contained in Annex I thereto). As a condition precedent to participation in the Initiative, all participants and observers will be required to agree to, sign and return to WHO the Acknowledgment and Agreement of ToRs (included as Annex 2), as well as the Confidentiality Undertaking.

21. Interested participants are also required to complete a declaration of interest form and their acceptance will be subject to evaluation by WHO of all completed forms to assess that their participation would not give rise to a real or perceived conflict of interest.

22. Acceptance of non-State actors, including observers (as defined in the ToR), will be subject to the full application process as described in the ToR, including due diligence and risk assessment in accordance with the provisions of the WHO's FENSA. Non-State actor entities will be required to submit adequate information and documentation regarding legal status, membership, mandate, aims and objectives, sources of funding (including list of donors and sponsors) as well as a summary of its activities (nature and scope) as they relate to the criteria to become a participant in the Initiative. Non-State actors will be required to sign the tobacco-arms disclosure statement. Following receipt of the supporting materials/documentation, WHO will review the same and determine whether the interested non-state actor meets, in principle, the general criteria and, if applicable, the specific criteria set out in paragraph 18 of the ToRs for participation in the Initiative and its working groups. WHO may request further clarification from the interested entity, should it be necessary to determine whether any such criteria are met.

23. Intergovernmental organizations, including United Nations agencies and institution of the European Union, governmental organizations (as defined in the ToRs) and WHO Collaborating Centres for data and digital health need only send written correspondence to be considered participant of the Initiative and its working groups.

24. WHO will determine whether an interested entity will be eligible and formally accepted to join the SPI-DDH and will inform successful applicants of the same in writing.

## **Application process for the working groups**

25. Following the initial consultation process with all eligible entities/Initiative participants outlined above, the WHO Secretariat will call to Initiative participants to identify those who may wish to be actively involved in the working groups outlined in paragraph 5. WHO Europe will ensure fair representation of eligible entities for each working group.

## METHODS OF WORK

26. By coordinating the work of the SPI-DDH, the Secretariat supports and contributes to the process of achieving the purpose and objectives of the SPI-DDH by supporting activities in all areas of collaboration. Oversight and guidance will be provided by the European regional governing bodies, i.e. the Regional Committee for Europe and the Standing Committee of the Regional Committee (SCRC). Responsibility for the execution of the strategic priorities of the SPI-DDH rests with the WHO Secretariat, subject to WHO's rules and procedures and the availability of funding. The initiative produces outcomes through its working groups with progress reported during their meetings, as well as through consultations with Initiative participants/members.

27. The participants of the Initiative may utilize face-to-face or on-line meetings and electronic communication methods for the exchange of information related to the work of the SPI-DDH. The need for face-to-face or on-line meetings of the Initiative will be determined and coordinated by the Secretariat that will, in its discretion, convene such meetings and develop the related meeting agenda.

## WORKING GROUPS AND EXPERTS

28. Within the Initiative, time-limited working groups will be established to deliver the aims and objectives to identify concrete deliverables, including pilot proposals, outlined in paragraph 5.

29. Participation in the working groups of the Initiative will be voluntary. Each working group will be chaired by a Member State representative, with vice chairs drawn from other member groups with the exception of NSAs who will not be permitted to occupy a chair or vice-chair role. In addition, ad hoc working groups and workshops may be convened by WHO Secretariat to address specific issues as needed. Individual experts may be consulted and/or invited by the WHO Secretariat to provide advice on specific technical issues in accordance with WHO rules and procedures, including FENSA. The scope of work undertaken will be dependent on available resources.

30. The working group proposals, Terms of Reference and materials will be developed by WHO Secretariat in conjunction with the working group participants. The Terms of Reference for each working group will outline the objectives, activities, deliverables and resources and will be annexed to the ToR of the working groups. Once finalized and agreed by WHO, Initiative members will have the opportunity to disseminate and implement working group materials in their respective contexts, based on need, opportunity and availability of resources, subject to any confidentiality obligations.

## CONFIDENTIALITY

31. A Confidentiality Undertaking must be signed by each Initiative participant, as well as by each observer, as a condition to participation/involvement in the SPI-DDH (see Annex I).

32. Without limiting or prejudicing the terms and conditions of the Confidentiality Undertaking, each participant of the Initiative agrees to:

- 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 Initiative participant, except when expressly indicated otherwise in writing by WHO; and
- maintain the confidentiality of (and refrain from disclosing to any third parties) any views or opinions expressed by WHO and/or any Initiative participant, as well as of any deliberations and discussions held in the context of the SPI-DDH or any of its activities, except when expressly indicated otherwise in writing by WHO.



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## FINANCING OF THE INITIATIVE

33. Each member of the Initiative shall be responsible for covering all costs and expenses relating to its participation in the Initiative work and activities, including but not limited to, travel and subsistence expenses in connection with attendance at meetings.

34. When possible and at its sole discretion, and subject to the signature of an agreement, WHO Europe may provide financial support to Initiative participants for specific SPI-DDH activities. The above does not prejudice or preclude separate funding arrangements, if any, entered into between WHO and Initiative participants.

35. Subject to the availability of sufficient financial resources for this purpose, the day-to-day routine operations of the Secretariat to the SPI-DDH will be financed by WHO Europe.

36. WHO Europe may also, in its sole discretion, seek to raise funds or accept financial and/or in-kind contributions from external sources to support SPI-DDH activities, in accordance with WHO's rules, regulations, policies, procedures and practices.

## PUBLICATIONS AND DELIVERABLES

37. As a general rule, and subject to its discretion, WHO Europe shall be responsible for issuing publications and other materials (including without limitation the work groups defined in section 5 as well as communication outputs and meeting/event reports) about the SPI-DDH activities ("SPI-DDH Materials"). For the avoidance of doubt, publication and dissemination of such SPI-DDH Materials will only be made by WHO, or by an Initiative participant as decided by WHO on a case-by-case basis. Copyright in any SPI-DDH 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 Initiative participants or is otherwise work prepared with input from one or more Initiative participants.

38. Subject to the proprietary rights of WHO, any Initiative participant (the "publishing party") may prepare and issue publications on its own subject, with WHO Europe'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.

39. The publishing party shall have the right to claim copyright of any publication as a whole issued by it as part of SPI-DDH 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 licence to the publishing party to deal with the contribution for non-commercial 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.

40. 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) licence, which permits free reuse of WHO publications for non-commercial purposes. Any publication issued by an Initiative participant shall be published under a similar open access licence.

41. No publication or other work resulting from the SPI-DDH activities shall contain commercial advertising or be taken as an endorsement or used for the promotion of any company, commercial product or service.

42. Any publication about SPI-DDH activities issued by an Initiative participant other than WHO is to contain appropriate disclaimers as decided by WHO, including that the content does not necessarily reflect the views or stated policy of the participants (including WHO, acting as the Secretariat for the SPI-DDH).

43. 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 Initiative participant within the context and work of the SPI-DDH.

## **PUBLIC COMMUNICATIONS**

44. As a general rule and subject to its discretion, WHO Europe shall be responsible for issuing all public communications relating to the SPI-DDH's work and activities. In this regard, Initiative participants shall not make or issue any public statements/materials or press releases concerning the SPI-DDH, its work or any of its activities, or on behalf of WHO, unless specifically requested or authorized to do so in writing by WHO.

45. The contributions to the SPI-DDH made by its participants will be acknowledged by WHO in accordance with its applicable rules, regulations and procedures.

## **USE OF THE NAMES AND EMBLEMS**

46. The use of the SPI-DDH's name and acronym is restricted to WHO and/or Initiative participants, but only with prior express written approval of WHO.

47. Initiative participants and observers shall not use the name, acronym or emblem of WHO in any manner and for any purpose, without prior written consent of WHO.

## **LIABILITY**

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

## **TERM AND TERMINATION OF PARTICIPATION IN THE SPI-DDH**

49. The SPI-DDH will operate for an initial period until the end of 2025, after which its further operation will be evaluated.

50. WHO reserves the right to withdraw from administration of the Initiative at any time, subject to providing the Initiative members with at least six (6) months' prior written notice and to the orderly conclusion of any ongoing activities. WHO also has the right, exercisable in its sole discretion, to close the Initiative, at any time upon providing written notice thereof to the participants concerned.

51. Any participant may terminate its involvement in the SPI-DDH by providing 3 months written notice to WHO. In addition, WHO, in its sole discretion, may terminate the involvement in the SPI-DDH of any participant by providing three months written notice. Upon the issuance of a termination notice by either party, WHO Europe and the Initiative participant will work collaboratively and in good faith to bring to orderly conclusion any ongoing activities by the termination date. The provisions of the ToRs which are, by their nature, intended to survive termination of participation in the SPI-DDH will do so indefinitely.

## AMENDMENTS

52. These terms of reference may be amended by WHO Europe, and all Initiative participants shall be informed of such changes and shall be required to endorse them, through the signature of the Acknowledgment and Agreement of Amendment to ToRs (included as Annex 2.), as a condition of their continuing participation in the SPI-DDH.

## Annex 1. Confidentiality Undertaking

1. The World Health Organization Regional Office for Europe (WHO Europe) has established a WHO collaborative mechanism for enhanced coordination among relevant eligible stakeholders in implementing the strategic priorities of the European Programme of Work, 2020–2025 – “United Action for Better Health in Europe” (EPW) by means of the WHO Strategic Partners’ Initiative for Data and Digital Health (hereinafter, the “Initiative” or “SPI-DDH”).
2. In connection with the Initiative, participants in the Initiative may gain access to confidential and/or proprietary information, documents and other materials which are disclosed by WHO and/or other third parties collaborating in the Initiative (including, without limitation, participants) and which are clearly stated or marked by such disclosing party(ies) to be confidential (collectively, "Confidential Information"). To safeguard the confidentiality of such Confidential Information, each participant in the Initiative (including, without limitation, the Undersigned) is required to sign the Undertaking set forth in this document.
3. The Undersigned hereby undertakes to treat the Confidential Information as confidential and proprietary to WHO and/or third parties collaborating in the Initiative, and to use the Confidential Information solely for the purposes of carrying out the activities, meetings and recommendations of the Initiative at the regional and/or country levels (collectively, the "Purpose"), and no other purpose. The Undersigned also agrees to take all reasonable measures to ensure that Confidential Information is not used, copied, disclosed or otherwise transmitted, whether in whole or in part, by or on behalf of the Undersigned to any third parties; except for third parties who have a need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality and restrictions on use which are substantially similar to those contained in this Undertaking.
4. The Undersigned shall not be bound by any confidentiality obligations or restrictions on use contained herein if and to the extent that the Undersigned is clearly able to demonstrate that the Confidential Information: (a) was known to the Undersigned prior to its disclosure to by WHO or any third parties collaborating in the Initiative; or (b) was in the public domain at the time of disclosure to the Undersigned by WHO or any third party collaborating in the Initiative; 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.
5. The Undersigned undertakes not to communicate any of the materials, discussions, outputs, results or recommendations of the Initiative or any of its governing bodies or working groups to any third parties, except as authorized in writing by WHO.
6. Upon WHO’s request, the Undersigned shall promptly return to WHO or third parties collaborating with the Initiative, as applicable, any and all copies of their respective Confidential Information which are then in the Undersigned's possession or control.
7. The obligations of the Undersigned pursuant to this Undertaking shall survive the termination of the Undersigned' s participation in the Initiative.
8. 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.
9. 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: \_\_\_\_\_

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## Annex 2. Acknowledgement and Agreement of [Terms of Reference][amendment to Terms of Reference]

### Strategic Partners' Initiative for Data and Digital Health

By signing below, the undersigned, an authorized signatory of [Member], a member of the Strategic Partners' Initiative for Data and Digital Health, hereby acknowledges and agrees to the [Terms of Reference included in Annex 1 hereto] [amendments to the Terms of Reference included in Annex 1 hereto].

Any dispute relating to the interpretation or application of the Terms of Reference of the Strategic Partners' Initiative for Data and Digital Health, as they may be amended from time to time, 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.

Nothing contained in or relating to this Acknowledgment and Agreement 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.

Date:

[Member]

By: \_\_\_\_\_

Title:

Name: