Terms of Reference

1 January 2018

I. Introduction

1. To address the objectives outlined in the Strategic Approach to International Chemicals Management and explore options to strengthen global efforts to assess risks to health associated with chemical exposures, the World Health Organization (WHO) convened two meetings on Global Collaboration in Chemical Risk Assessment, the first held in Geneva, Switzerland in March 2010 and the second in Bonn, Germany in March 2012. The Bonn meeting endorsed the establishment of a WHO Chemical Risk Assessment Network and discussed possible objectives, role/function, structure and potential sources of funding.

2. These Terms of Reference (“TOR”) outline the governance aspects of the WHO Chemical Risk Assessment Network (“the Network”).

II. Objectives and Status

1. The overall objective of the Network is to improve chemical risk assessment globally through fostering and facilitating interaction between institutions on chemical risk assessment issues and activities. In view of its status as a WHO Network, Network activities shall be aligned with and advance World Health Assembly approved policies and WHO’s General Programme of Work.

2. The specific objectives of the Network are to, in the field of chemical risk assessment:

   a) Provide a forum for scientific and technical exchange;
   b) Facilitate and contribute to capacity building;
   c) Promote best practices and the harmonization of methodologies;
   d) Assist in the identification of research needs and promote the application of new science in risk assessment practice;
   e) Assist in the identification of emerging risks to human health from chemicals;
   f) Share information about work programmes to avoid duplication of effort;
   g) Upon request, assist WHO in the development of training and other materials in support of the above.

3. The Network is administered by the World Health Organization (“WHO”) through its Department of Public Health, Environmental and Social Determinants of Health (“WHO-PHE”). The Network is not an independent legal entity but a collaborative mechanism between the interested parties including

WHO and the Network Participants. The operations of the Network shall in all respects be administered in accordance with the WHO Constitution, WHO's Financial and Staff Regulations and Rules, Manual provisions, and applicable policies, procedures and practices.

4. Subject to the availability of sufficient human and financial resources for this purpose, secretariat and planning support for the Network will be provided by WHO-PHE (hereinafter referred to as the "Secretariat")

III. Scope and application

1. The Network will focus on issues related to the assessment of risks to human health associated with exposure to chemicals, through all pathways and routes of exposure.

IV. Working arrangements

1. The Network welcomes contributions from the following entities undertaking work towards its overall objective, subject to the provisions contained in Annex 1:

   a) Government and public health institutions;
   b) Intergovernmental organizations;
   c) Professional societies;
   d) WHO Collaborating Centres;
   e) Non-governmental organizations in official relations with WHO; and
   f) Any other entity with expertise concerning chemical risk assessment. Such entities shall be free from concerns which are primarily of a commercial or profit-making nature.

2. Each entity invited by WHO to become a participant in the Network (hereinafter referred to as "Network Participant") and contribute towards its overall and specific objectives will adhere to these TOR.

3. The recommendations of the Network are made by consensus of the Network Participants and shall not be binding on WHO or on any other Network Participant.

4. Contributions of Network Participants to the activities of the Network may be in the form of financial support, in-kind contribution, information and/or technical expertise. Annex I contains further information on the process and requirements for becoming a Network Participant.

5. Activities identified as Network Projects will be undertaken in accordance with applicable WHO policies and procedures and may, as appropriate, be subject to Agreements between WHO and the concerned Network Participants.

6. A Network Coordinating Group will be convened by WHO. The terms of reference for the Network Coordinating Group, including its membership, are contained in Annex II.
7. A Network meeting will be convened by WHO, approximately once every two years in support of the Network objectives. Other means of communication, such as teleconferences, can be employed between Network meetings. All Network Participants will be informed of the date and venue of the Network meeting and provided with a provisional meeting agenda. WHO will work to ensure that each Network meeting provides a balance of views from different geographical regions and interests.

8. Network Participants shall normally bear their own expense in relation to Network meetings, however WHO may support participation exceptionally on a case-by-case basis.

V. Network Publications and Communications

1. Any publication on the work of the Network is subject to WHO’s rules on publications and will be published by WHO in accordance with its usual procedures and practices.

2. As a general rule and subject to its discretion, WHO shall be responsible for issuing publications about Network activities. All decisions about the preparation and dissemination of publications concerning Network activities shall be made by WHO. For the avoidance of doubt, dissemination of Network materials will only be made by WHO or as decided on a case-by-case basis by WHO.

3. Copyright in any publication made by WHO shall be vested in WHO. This also applies if the work is issued by WHO and is a compilation of works by Network Participants or is otherwise a work prepared with input from one or more Network participants.

4. Any publication about Network activities by one or more Network Participant shall be subject to review and approval by WHO prior to its issuance and shall contain appropriate disclaimers as decided by WHO, including that the content does not necessarily reflect the views or stated policy of the Network or the Secretariat. Network Participants may not use the name or emblem of WHO without the prior written consent of the Secretariat. No reference to the Network or to WHO may be made for commercial or promotional purposes.

5. Network materials will be disseminated through the Network website, maintained by WHO on its domain and established in accordance with WHO rules.

6. Upon review and approval by WHO, Network materials developed by WHO Collaborating Centres and Non-governmental organizations in official relations with WHO may as appropriate be disseminated by them.

7. A listing of information and resources will be available from the Network website. The mention of specific resources or their producers does not imply that they are endorsed or recommended by WHO in preference to others of a similar nature that are not mentioned. WHO shall not attest to the accuracy of information provided by Network Participants.
8. Network Participants shall not make public statements about Network activities or public statements on behalf of WHO unless specifically requested to do so by WHO.

9. The contributions to the Network made by Network Participants will be acknowledged by WHO in accordance with its applicable rules, policies and practices.

VI. Financial resources

1. The business plan for the work of the Network will be a key component of resource mobilization efforts providing information to potential donors and financial institutions on the priority activities needed to achieve the overall and specific objectives of the Network.

2. Subject to applicable WHO rules, policies and practices, WHO welcomes financial and/or in-kind contributions to cover personnel, operational costs including contractual agreements, communication and outreach activities such as information forms, newsletters, hosting of a dedicated website for the Network, and any Network meeting costs.

3. Network Participants may contribute to the resources required for the Network (ref. paragraph VI(2)) and are expected to assist in identifying potential donors with an interest in providing resources for the Network. Donations must not be subject to any perceived or real conflicts of interest and must comply with the applicable WHO rules.

VII. General

1. WHO may at any time decide not to continue the work on the Network, in which case all reference to activities as being conducted under the auspices of the Network shall cease upon communication to Network Participants to that effect.

2. These Terms of Reference may be amended from time to time by WHO.
Annex I

Network Participants in the WHO Chemical Risk Assessment Network

1. Entities identified by WHO to be Network Participants or voluntarily expressing an interest in becoming Network Participants shall complete a standardized questionnaire. The questionnaire will seek information concerning the status of the entity concerned and the nature of the contribution that such entity will make towards the Network overall and specific objectives.

2. Completed questionnaires should be sent together with a letter of intent to:

   Director; Department of Public Health and Environment;
   World Health Organization; 20, av. Appia;
   CH-1211 Geneva 27; Switzerland;
   Email: ipcsmail@who.int.

3. WHO shall be solely responsible for reviewing such questionnaires and for all decisions relating to acceptance of Network Participants.

4. The term of Network Participants shall be limited to 4 years, unless renewed by WHO for additional 4 year terms. The renewal process is the same as the initial acceptance process.

5. Composition of the Network’s membership will be periodically reviewed by WHO. In this regard, WHO has the right to terminate the participation of any Network Participant at any time.

6. A Network Participant may withdraw from the Network at any time with the provision of three months written notice to WHO.

7. Network Participants will, inter alia:

   a) Confirm their adherence in writing to these TOR;
   b) Contribute to Network activities;
   c) Designate a representative for the purposes of participating in the Network and its activities;
   d) Share information within their respective organizations about the work of the Network;
   e) Assist in the mobilization of financial and/or in-kind resources (ref. paragraph VI(2)), including meeting their own expenses in relation to the Network (except as provided under paragraph IV (8)); and
   e) Help identify new potential Network Participants.
Annex II

Terms of reference for WHO Coordinating Group for the WHO Chemical Risk Assessment Network

1. WHO will convene a Network Coordinating Group to facilitate coordination of activities, particularly those of a cross-cutting nature between different Network Projects.

2. The functions of the Coordinating Group are to advise WHO on the following Network related matters:

   (a) Review of Network project work plans to promote consistency with the overall and specific objectives of the Network, including proposing an integrated business plan drawing together and prioritizing Network activities;

   (c) Review of progress with Network projects and activities;

   (d) Identification of overarching issues and lessons learned across projects;

   (e) Advise WHO on the implementation of the business plan of the Network, and

   (f) At the request of WHO, assist in coordination and collaboration with other related international, supranational or regional initiatives related to Network activities.

3. The membership of the Coordinating Group will be determined by WHO and comprise a number of Network Participants actively involved in Network projects and reflecting the global nature of the Network.

4. The Coordinating Group will meet twice a year and at such other times as deemed necessary by WHO. Meetings will normally be by conference call, but may be in person, or by any other means.

5. WHO may amend the terms of reference of the Coordinating Group, may change its membership and may disestablish the Group at any time. In any case, WHO will appoint a new Coordinating Group periodically, usually after the biennial Network meetings.