

## PROJECT COLLABORATION AGREEMENT

between

**the World health Organization**

20, Avenue Appia  
1211 Geneva 27  
Switzerland

(hereinafter referred to as “WHO”)  
on the one side

and

**WWHearing**

c/o Mentha & Associés, avocats  
rue de l’Athénée 4,  
1205 Genève  
Switzerland

(hereinafter referred to as “WWH”)  
on the other side)

### **1. The Project**

1.1 The parties shall collaborate on the project described in Annex 1 attached hereto (hereinafter referred to as the “Project”), which forms an integral part of this Agreement. The activities to be carried out by each party under the Project are also described in Annex 1.

1.2 All decisions concerning the Project shall be taken jointly by the parties. The implementation of Project activities by a party is subject to that party’s regulations, rules and administrative practices.

### **2. Funding**

2.1 Each party hereto shall be fully responsible for the funding of its activities related to the Project under this Agreement, except as otherwise may have been agreed in this Agreement or in a sub-agreement thereto.

2.2 Any fund-raising for the Project shall be decided jointly by the parties and shall be directed primarily to governments, non-profit organizations and foundations. Any fund-raising from commercial entities or their foundations, or organizations funded mainly from commercial sources, shall be made in accordance with the rules of the parties with respect to avoidance of any perceived conflict of interest.

2.3 Each party shall administer the funds handled by it for the Project in accordance with its financial regulations, rules and administrative practices. The accounts shall be subject to audit in accordance with the party’s audit rules and

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procedures and a copy of a report of the external auditor shall be sent to the other party, if so requested, subject to public availability.

**3. Publications**

3.1 As a general rule, the parties shall decide jointly what works are to be prepared under the Project and who shall be responsible for the preparation of such works.

3.2 The parties shall own jointly the copyright of any work that has been prepared jointly by the parties. All acts covered by the copyright shall be decided jointly, except that each party may itself reproduce or publish the work in accordance with its administrative rules and procedures. Any revision or adaptation of the work shall be decided jointly.

3.3 Copyright of any work prepared by one of the parties on its own under this Project shall be vested in that party, who may publish the work and deal with it in any manner it may deem appropriate provided that the other party has been given the advance opportunity to comment on the work and any references to that other party before publication, which comments shall be given due consideration by the publishing party. A party may withdraw its authorization to refer to it in a publication if this Agreement is no longer in force or if the utilization or content of the publication is no longer in line with that initially intended.

3.4 Both parties shall be duly acknowledged in any work resulting from the Project and the wording of such acknowledgement shall be agreed between the parties. No work shall be used for the promotion of any commercial product or service. The parties shall not allow any third parties to refer to the project in relation to any product or service.

3.5 Any external collaborator under the project that issues any material, whether printed or electronic, in relation to the project shall not be given the right to refer to these materials as being published or endorsed by WHO or WWH.

**4. Web site**

4.1 The parties shall decide jointly on any dissemination of Project information over the Internet. The parties shall not create a separate web site for this purpose, but any information shall be disseminated on one or both parties' existing web site(s).

**5. Relationship and responsibility of the parties**

5.1 Nothing in this Agreement shall be construed as creating a relationship of joint ventures, partners, employer/employee or agent. Neither party has the authority to create any obligation for the other.

5.2 Without the prior written consent of the other party, neither party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the parties under this Agreement.

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5.3 The use of one party's emblem by the other party is subject to the prior approval in writing.

5.4 Each party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement. Thus, a party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other party, or that other party's staff or sub-contractor or third parties, in connection with, or as a result of, the collaboration under this Project.

**6. Notices**

6.1 All notices to be given under this Agreement must be in writing and sent to the address or fax number of the intended recipient set out hereinafter or to any other address or fax number which the intended recipient may designate by notice given in accordance with this Article. Any notice may be delivered personally or sent by first class pre-paid registered mail or by fax, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, 48 hours after posting; and if by fax when despatched provided the sender's fax machine produces automatic receipt of error free transmission to the intended recipient's fax number.

If to WHO: World Health Organization  
Attention: Dr A. W. Smith, CHP/CPM/PBD  
20, Avenue Appia  
CH-1211 Geneva 27  
Switzerland  
Tel.: 41 22 791 4322  
Fax: 41 22 791 4772

If to WWH: WWHearing  
Attention: M. André Malek-Asghar,  
c/o Mentha & Associés, avocats  
rue de l'Athénée 4,  
1205 Genève  
Switzerland  
Tel: +41 (0) 22 311 22 23  
Fax: +41 (0) 22 781 12 12

**7. General provisions**

7.1 This Agreement comes into force upon its signature by both parties and shall remain in force until 18 October 2010. The parties may decide to extend the agreement thereafter on conditions to be agreed between the parties.

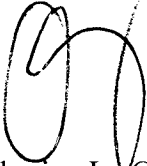
7.2 This Agreement may be modified by mutual written consent of the parties. The Agreement may be terminated by either party at any time with three months' prior written notice, subject to the orderly conclusion of any ongoing activities and the settlement of any outstanding obligations.

7.3 Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the

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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, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

Agreed and signed on behalf of the  
World Health Organization



Dr Catherine Le Galès-Camus

Assistant Director-General  
Non-Communicable Diseases  
and Mental Health

18 October 2006

Signed on behalf of WWHearing



Rev Christian Garms

Chairperson

**30** October 2006

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**ANNEX: PROJECT COLLABORATION BETWEEN WHO AND WWHEARING.**

**1 INTRODUCTION.**

- 1.1 This annex forms an integral part of the Project Collaboration Agreement between the World Health Organization and WWHearing-World Wide Hearing Care for Developing Countries.
- 1.2 The aim of the WHO Programme for Prevention of Deafness and Hearing Impairment is to assist Member States to eliminate avoidable hearing impairment through appropriate preventive and curative measures.
- 1.3 The aims of WWHearing are:-
  - To promote better hearing through the provision of hearing aids and services, with priority in developing countries and underserved communities within the framework of the Guidelines on Hearing Aids and Services for Developing Countries first published by WHO in July 2001, 2nd edition published 2004.
  - To remove the barriers that prevent hearing aids and services from being appropriate, acceptable, affordable, available, and accessible in developing countries.
- 1.4 By joining the resources of WHO and WWHearing, it is envisaged that the following principal functions and activities in different regions and countries will be carried out more effectively than by either organization acting alone.

**2 OBJECTIVES OF THE PROJECT.**

- 2.1 To gather, review, collate and disseminate information on the current provision and need for hearing aids and services in different countries and regions of the developing world in order to promote the development of hearing care services.
- 2.2 To determine the constraints to providing both hearing aids and the necessary systems and services required for their effective distribution and use in developing countries, and the ways of overcoming these constraints.
- 2.3 To encourage the development of projects, including pilot projects, that would implement or improve the provision of hearing aids and services for fitting, follow-up, repair and training. WWH, but not WHO, may also promote such projects.
- 2.4 To enable the setting up of networks and partnerships from within the public and private sectors and civil society to provide affordable, appropriate hearing aids and accessories, and the services to fit them, in large enough numbers to satisfy the need in developing countries. The networks or partnerships could be made at the global, regional and country

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level. WWHearing shall set up the network or partnership at the global level but shall have a monitoring role for networks or partnerships made at the country and regional level.

- 2.5 To develop criteria in order to review projects for their appropriateness and feasibility. WWH will use these criteria to review projects and make recommendations to funding bodies as to whether such projects should be funded.
- 2.6 To develop criteria in order to monitor and evaluate any partnerships or projects approved or set up by WWHearing. WWH will use these criteria to monitor and evaluate these partnerships and projects.
- 2.7 To identify the need for and commission studies on the economic costs of hearing impairment, and studies to compare cost/effectiveness of hearing aid interventions, and to assess cost benefit to countries of early provision of hearing aids especially to children.
- 2.8 To encourage and assist all Member States of WHO to introduce hearing health services into their health planning cycle with appropriate policies, legislation, regulations and health financing to ensure equitable access to services.
- 2.9 To encourage and support all Member States of WHO to include data collection and reporting on hearing impairment, hearing handicap and hearing aid use in national and district censuses and in routine data collection.

### **3 AREAS OF RESPONSIBILITY**

- 3.1 To achieve the objectives of the Project, the parties have divided up the working areas in accordance with their demonstrated competence and mandates.
- 3.2 Activities for the following objectives will be carried out under the leadership of the World Health Organization: objectives 2.1, 2.7, 2.8, and 2.9.
- 3.3 Activities for the following objectives will be carried out under the leadership of the WWHearing: objectives 2.2, 2.3, 2.4, 2.5 and 2.6.