

WHO-IMC Letter of Understanding

This Letter of Understanding (LoU) between, the International Medical Corps (IMC), 1919 Santa Monica Boulevard, Suite 400, Santa Monica, CA 90404, United States of America, and the World Health Organization (WHO), 20 Avenue Appia, 1211 Geneva 27, Switzerland, aims to strengthen their existing collaboration in addressing the health needs of vulnerable populations in crises and post conflict settings.

WHO's strategic priorities are built around the objective of the attainment by all peoples of the highest possible level of health. IMC and WHO share the view that the current level of cooperation between the two organizations could be expanded with activities that will have a positive impact on public health in response, transition and recovery settings.

WHO's key functions in a crisis are: to assess promptly health needs of populations affected by crises and measure ill-health, identifying priority causes of ill-health and death; to support WHO Member States in coordinating action for health; to ensure that critical gaps in health response are rapidly identified and filled; to support restoration of essential public health functions; and to revitalize health systems and build up their capacity for preparedness and response.

International Medical Corps is a global, humanitarian, nonprofit organization dedicated to saving lives and relieving suffering through health care training and relief and development programs. By offering medical assistance and health promotion to people at highest risk, and with the flexibility to respond rapidly to emergency situations, IMC rehabilitates devastated health care systems and helps bring them back to self-reliance. During the past two decades, IMC has responded to complex emergencies, as well as to the challenges of transition, in more than 40 countries, states, regions, and territories on four continents.

International Medical Corps works closely with WHO and other health partners at global and country level in preparing for and responding to emergencies.

The purpose of this LoU is to foster collaboration between WHO and IMC in health action in crises.

IMC and WHO intend - where possible and appropriate - to strengthen their collaboration in the following areas:

- Surge Emergency Health Response
- Early recovery
- Capacity building through the WHO Public Health Pre-Deployment Course and the Health Cluster Coordinator Training.

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

Each party shall nominate a focal point to facilitate coordination between the International Medical Corps and WHO in respect of any matters arising from this LoU.

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

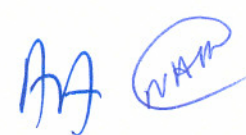
Neither party shall, in any statement or material of a promotional nature, refer to the relationship of the parties under this LoU and/or any subsequent exchange of letters or agreement, or otherwise use the other party's name, acronym and/or emblem, without the prior written consent of that other party.

For the purposes of this LoU and any subsequent exchange of letters or agreement, each party is an independent contractor and not the joint venturer, agent or employee of the other party. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly authorized in writing by the other party.

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

This LoU may only be amended in writing by mutual consent of the Parties.

Any dispute relating to the interpretation or execution of this LoU and/or of any subsequent exchange of letters or agreement shall, unless amicably settled, be subject to 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, in accordance with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.



Nothing contained herein shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction.

International Medical Corps



Name: Ms Nancy A. Aosey

Title: President and Chief Executive Officer

Date: 31 January 2008

World Health Organization



Name: Dr Ala Alwan

Title: Assistant Director-General
Health Action in Crises

Date: 31 January 2008