

**No. 49383**

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**World Health Organization  
and  
Germany**

**Arrangement between the World Health Organization and the Government of the Federal Republic of Germany for the provision of financial support to the European Centre for Environment and Health in Bonn. Copenhagen, 6 February 2012**

**Entry into force:** *6 February 2012, in accordance with its provisions*

**Authentic texts:** *English and German*

**Registration with the Secretariat of the United Nations:** *World Health Organization, 21 February 2012*

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**Organisation mondiale de la Santé  
et  
Allemagne**

**Arrangement entre l'Organisation mondiale de la Santé et le Gouvernement de la République fédérale d'Allemagne relatif à la fourniture d'un appui financier au Centre européen de l'environnement et de la santé à Bonn. Copenhague, 6 février 2012**

**Entrée en vigueur :** *6 février 2012, conformément à ses dispositions*

**Textes authentiques :** *anglais et allemand*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *Organisation mondiale de la Santé, 21 février 2012*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

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**THE AMBASSADOR  
OF THE FEDERAL REPUBLIC OF GERMANY**  
Gz.: WI 654.20

**Copenhagen, February 6th, 2012**

Madam Regional Director,

I refer to the talks between the Government of the Federal Republic of Germany and the World Health Organization (hereinafter referred to as “WHO”), acting through its Regional Office for Europe (hereinafter referred to as “the Regional Office”) regarding the consolidation of the European Centre for Environment and Health in Bonn (hereinafter referred to as “the European Centre”)

and the

Agreement of 8 March 2001 between the Government of the Federal Republic of Germany and the World Health Organization, Regional Office for Europe, concerning the Establishment of the European Centre for Environment and Health – Bonn Office, WHO Regional Office for Europe (hereinafter referred to as “the Headquarters Agreement”).

**Dr Zsuzsanna Jakab**  
**Regional Director**  
**World Health Organization**  
**Regional Office for Europe**  
**Copenhagen**

Against the background of the talks referred to above and on the basis of the willingness expressed by the Government of the Federal Republic of Germany to provide financial support for the expansion and consolidation of the European Centre in Bonn, I have the honour to propose on behalf of the Government of the Federal Republic of Germany that the following Arrangement regarding the conditions under which the Government of the Federal Republic of Germany is prepared to provide financial support to the European Centre in Bonn be concluded:

1. The Government of the Federal Republic of Germany shall increase the voluntary contribution of 1,023,000 euro currently paid for the benefit of the European Centre by 2,400,000 euro to 3,423,000 euro from the fiscal year 2012. This amount shall include the applicable administrative fee determined by the World Health Assembly.
2. The amount referred to in paragraph 1 above shall also serve to cover the costs arising for the Regional Office, its staff and their families as a result of relocating the office previously based in Rome, including removal and installation costs, and language courses.
3. Of the amount referred to in paragraph 1 above, a share of 750,000 euro shall serve to finance events and other activities organized by the European Centre within the Federal Republic of Germany. For each event and each activity, a full advance shall be provided in accordance with an annual draft budget prepared by the Regional Office.
4. The amount referred to in paragraph 1 above – excluding the share of this amount referred to in paragraph 3 above – shall be transferred on 15 January and 15 July of each year in equal instalments in euro to a designated WHO bank account for the

European Centre. The funds shall be administered in accordance with the WHO financial regulations and rules, and administrative rules and procedures.

5. The Regional Office shall report in writing to the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety of the Federal Republic of Germany (hereinafter referred to as "the BMU") on the use of the amount referred to in paragraph 1 above in accordance with the WHO budget cycle and at the latest four months after the end of the respective budget cycle. Any unused funds shall be returned if they have not been spent by the end of the budget cycle after deduction of all financial obligations of the Regional Office and where the amount exceeds 1,000 US dollars. The first report pursuant to this Arrangement shall concern the budget cycle 2012 to 2013.
6. Annual talks shall be held between the BMU, the Federal Ministry of Health of the Federal Republic of Germany and the Regional Office on the work programme of the European Centre, which shall serve mutual exchange and consultation on the strategic direction of the European Centre in the context of the work programme of the Regional Office.
7. This Arrangement shall be read and understood in conjunction with the Headquarters Agreement.
8. The premises occupied by the European Centre shall be mutually agreed between WHO and the Executive Coordinator of the United Nations Volunteers Programme on the basis of the Agreement of 10 November 1995 between the Government of the Federal Republic of Germany and the United Nations concerning the Headquarters of the United Nations Volunteers Programme.

The Parties to this Arrangement also agree that the Agreement of 8 March 2001 between the Government of the Federal Republic of Germany and the World Health Organization, Regional Office for Europe, concerning the Occupancy and Use of the Premises of the European Centre for Environment and Health – Bonn Office, WHO Regional Office for Europe, which has not yet entered into force, shall be superseded with the entry into force of this Arrangement.

9. This Arrangement may be amended in writing by the Parties by mutual agreement.
10. Any dispute concerning the interpretation or application of this Arrangement shall, unless settled amicably, 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 such agreement, in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law in effect at the date of signature of this Note. The Parties shall accept the arbitration award as final.
11. The obligations assumed by the Parties shall apply indefinitely with the proviso that the Arrangement may be terminated in writing through diplomatic channels by either Party at any time by giving twelve months' prior notice. In the event of termination, the above-mentioned obligations shall survive the termination to the extent necessary to permit the orderly conclusion of activities, the termination or withdrawal of personnel, the return of unused funds and property, the settlement of accounts between the Parties and the necessary settlement of contractual liabilities in respect of any personnel, subcontractors, consultants and suppliers. Upon final fulfilment of all financial obligations with respect to the European Centre and its staff, WHO shall provide a financial report on expenditures and any surplus of funds held by it for the European Centre. Any such surplus of funds shall be returned to the Government of the Federal