

Memorandum of Understanding

between

the World Health Organization (“WHO”)

and

the Institute for Health Metrics and Evaluation (“IHME”)

Whereas, WHO, which includes its Headquarters, Regional, and Country Offices, is a public inter-governmental organization and a specialized agency of the United Nations specializing in the field of health and, through its Department for Health Statistics and Information Systems, aims to monitor health and providing technical assistance to its Member States;

Whereas, IHME is an independent research center identifying the best strategies to build a healthier world, and by measuring health, tracking program performance, finding ways to maximize health system impact, and developing innovative measurement systems, IHME aims to provide a foundation for informed decision-making to improve health for people worldwide; and

Whereas WHO and IHME (hereinafter each referred to as a “**Party**”, and together, the “**Parties**”) enter into this Memorandum of Understanding to set forth the terms on which they plan to collaborate on certain activities relating to improve the quality and use of global health estimates, including global, regional, national, or subnational estimates for health indicators, such as estimates of total and cause-specific mortality, incidence and prevalence of diseases and injuries, or burden of disease and health determinants, such as exposure to risk factors or intervention coverage;

Now, therefore, the Parties agree to enter into this Memorandum of Understanding for the purpose of setting forth their understanding and agreement with respect to the following:

1. Activities Under this Memorandum of Understanding

The Parties intend to collaborate on the following activities and topical areas, pursuant to the terms of this Memorandum of Understanding:

a. Country capacity building

WHO and IHME will work together to enhance country capacity and uptake of global health estimates for decision-making, including understanding of their limitations, by exchange of ideas and interaction among research staff at all levels. Both Parties will endeavor to provide clear explanations and improve the transparency of data and methods relating to global health estimates in order to minimize misinterpretation of global health

estimates by users. IHME and WHO will work together to produce a freely accessible and regularly updated national burden of disease manual and related tool with key parameters that are derived from statistical models used to generate global health estimates.

b. Data sharing

WHO and IHME will share with each other data and metadata that they possess which has been provided by countries and other data providers.

WHO and IHME will encourage public sharing of data by Member States, online, through WHO's databases and the Global Health Data Exchange (GHDx).

Where possible and appropriate, WHO and IHME will provide support to facilitate negotiations with countries for access to additional data to improve global health estimates.

All provisions relating to the sharing of software, data and metadata in this Memorandum of Understanding are subject to applicable limitations, including software and data use or licensing agreements. Each Party will, to the extent possible, endeavor to minimize the scope of those limitations in any future software and data use or licensing agreements they enter into which relate to data and metadata which would, absent limitations, be shared with the other Party pursuant to this Memorandum of Understanding.

c. Interaction on methods

WHO and IHME will interact regularly with each other to improve the quality and consistency of global health estimates in order to maximize their accuracy, uptake, and utility to decision makers. Both Parties will invite each other to participate in technical group meetings where their expertise is relevant and provide data and methodological explanations when discrepancies between estimates arise. WHO and IHME will share code and software where feasible and possible with each other. Where useful for broader audiences, WHO and IHME will publish methods, code and software for global health estimates in open source or other formats that facilitate broader application of methods.

d. Interaction on estimates

WHO and IHME will assist each other to identify expert collaborators to participate in specific projects such as the Global Burden of Diseases, Injuries, and Risk Factors (GBD) or WHO statistical estimation projects.

2. Other agreements

WHO and IHME may also pursue other agreements with one another that could involve the transfer of funds or other resources for specific projects or programs of mutual interest. Agreements of this kind shall include each Party's responsibilities; duration of the Agreement; budget; financing; payment mechanisms; reporting and evaluation; and any other mutually agreed upon terms.

3. Collaborative activities

Any collaborative activity as outlined in Article 2 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.

4. Funding

- 4.1 Each Party hereto shall be fully responsible for the funding of its activities under this Memorandum of Understanding, except as may otherwise expressly be agreed in any subsequent letter of agreement.
- 4.2 Each Party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices.

5. Confidentiality

It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any such information shall only be shared between the Parties under a separate confidential disclosure agreement, specifically covering such information.

6. Publications

- 6.1 The Parties are encouraged to publish the results of their joint work pursuant to this Memorandum of Understanding in a collaborative fashion, including by having the Staff and affiliates of the Parties co-author articles in peer-reviewed journals when the Parties deem appropriate. Guidelines for authorship of major, international, peer-reviewed journals will be used to establish authorship of collaborative publications.
- 6.2 Subject to each Party's proprietary rights and/or the proprietary rights of others, including the stipulations of the GBD Protocol, and without prejudice to obligations of confidentiality, the results of any collaborative activity under this Memorandum of Understanding may be published by either Party ("**Separate Publication**"). In regard to any such Separate Publication, it is agreed that in order to avoid prejudicing proprietary rights and the confidentiality of information, the publishing Party shall transmit to the other Party for its review the material intended to be published at least 30 days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of any objection by the other Party within that 30 day period, concerning prejudice to proprietary rights or confidentiality of information, the publication may proceed. Any publication as referred to above shall duly acknowledge both Parties. In addition to review of the

content of publications as referred to above, each Party shall have the right to review the acknowledgement and request reasonable changes to the use of its name, or request that its name be deleted altogether.

- 6.3 Copyright in any jointly prepared publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding shall be vested in WHO and IHME jointly, who shall each independently and severally be entitled to exploit such copyright in any manner and for any purpose as they may each in their sole discretion deem appropriate, except that no use shall be made of such publications for or in conjunction with commercial and/or promotional purposes.
- 6.4 Copyright in any publications resulting from or relating to any of the collaborative activities under this Memorandum of Understanding, and prepared by one of the Parties hereto on its own, shall be vested in that Party, provided however, that any such publication shall be submitted to the other Party for review and comment in accordance with paragraph 6.2 above.

7. Products resulting from the collaboration

- 7.1 The Parties shall make appropriate arrangements to promote that any product which may result from collaborative research and development work undertaken as a result of this Memorandum of Understanding, shall be made widely available to the public on reasonable terms, including in particular to the public sector of developing countries on preferential terms. Any possible additional benefits, including royalties, shall be granted to each Party with due account being taken of the relative value of each Party's financial, intellectual and other contributions to the product (provided that priority shall always be given to the objective of the Parties set forth in the first sentence of this paragraph 7.1).
- 7.2 Ownership of any intellectual property rights arising from collaborative activities under this Memorandum of Understanding shall be agreed by the Parties on a case-by-case basis. However, regardless of whether the Parties shall agree that ownership of the intellectual property rights of a particular collaborative activity shall be vested in WHO and IHME jointly, or WHO or IHME alone, or in any third party, the Parties agree that the industrial or commercial exploitation of such rights shall be designed to achieve the objectives set forth in paragraph 7.1 above, and shall be subject to and exercised in accordance with an agreement to be negotiated in good faith between WHO and IHME, or WHO, IHME and the third party concerned, as the case may be.

8. Liability

Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding. 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-contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

The Parties shall make appropriate arrangements to cover liability risks for any collaborative activities involving product research and development.

9. Use of the Parties' names

Except as explicitly provided in this Memorandum of Understanding, neither Party shall, in any statement or material of a promotional nature, refer to the relationship of the other Party to the collaboration pursuant to this Memorandum of Understanding, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of the other Party.

10. Relationship of the Parties

For the purposes of this Memorandum of Understanding, each Party is an independent contractor and not the joint venturer, agent or employee of the other Party. Neither Party shall have 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 provided for in this Memorandum of Understanding or authorized in writing by the other Party.

11. Notices

All notices to be given under this Memorandum of Understanding 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.

If to WHO: World Health Organization
Attention: Dr Marie-Paule Kieny
Assistant Director-General
Health Systems and Innovation
20, Avenue Appia
CH-1211 Geneva 27
Switzerland
Tel.: 41 22 791 3591
Fax: 41 22 791 4909

If to IHME: Institute for Health Metrics and Evaluation
Attention: Christopher JL Murray
2301 Fifth Ave. Suite 600
Seattle, WA 98121
USA
Tel: +1-206-897-2815
Fax: +1-206-897-2899

12. Term and Termination

This Memorandum of Understanding comes into force on its last signature, and may be terminated by either Party, subject to one month's advance written notice to the other Party. Notwithstanding the foregoing, it is agreed that any termination of this Memorandum of Understanding 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 Memorandum of Understanding.

13. Amendments

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

14. Settlement of disputes

Any dispute relating to the interpretation or execution of this Memorandum of Understanding, or of any subsequent exchange of letters or agreement with respect to individual collaborative activities 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.

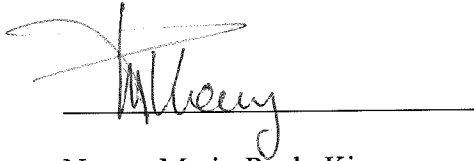
15. Privileges and Immunities of WHO

Nothing contained herein shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

[Signatures Follow]

Agreed and accepted:

For the World Health Organization

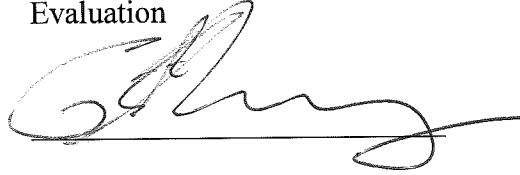
A handwritten signature in black ink, appearing to read 'M. Kiény', written over a horizontal line.

Name: Marie-Paule Kiény

Title: Assistant Director General

Date: 6-05-2015

For the Institute for Health Metrics and
Evaluation

A handwritten signature in black ink, appearing to read 'C. Murray', written over a horizontal line.

Name: Christopher JL Murray

Title: Director

Date: 5/6/2015

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