

Informal Note

Issues to be addressed in the context of Renewal of Memorandum of Understanding between PMNCH and WHO

Preamble (p 1) - *edit to bring language up to date.*

Part A - The Partnership (p 2)

- **Revise - Priority** - Outcomes should reflect decisions of Retreat: advocacy, harmonization and accountability (para 1.1)
- **Revise - Priority** - Use updated language, Board not Steering Committee; task forces not working groups (para 1.2 and elsewhere)
- **Drop - Priority** - Reference to global conference not relevant. (para 1.3)

Note - This is mostly editing to bring the language up to date. For consideration: equivalent section of the Health Metrics Network MOU provides functions (of Board, Secretariat, advisory groups).

Part B - The Secretariat (begins p 3)

- **Add - Priority, may require consultation** - Placement of the Secretariat within WHO - there may be benefits to being "attached" to the Cluster on Partnerships and UN Reform, rather than the FCH Cluster. This would bring the advantage of separating what is now a dual role fulfilled by FCH: oversight and full Board membership. Board membership might remain with FCH, while administrative oversight might be taken up by Partnerships Cluster.
- **Add/Specify - Priority, may require consultation** - A more precise "delegation of authority from the Director-General of WHO" rather than "appropriate".

Note - see para 8.4.2 in GHWA MOU.

- **Revise - Priority** - Secretariat functions to be revised based on decision taken on outputs and activities at November Board meeting. (para 4)

Note - This is editing only to bring language up to date.

- **Add/Specify - Priority, may require consultation** - List concretely *alternative* procedures that the Secretariat would follow in the areas of : a) recruitment of staff - role of Board member on panel and job descriptions are two issues here; b) publications and clearance of by WHO; c) use of logo and imagery. (para 5)

Note - Recruitment of Director and Staff are treated separately and clearly in Roll Bank Malaria's MOU, in the main body (see p 5). UNITAID's MOU includes a detailed Annex addressing recruitment of the Director (see p 13). Communications, intellectual property, branding and copyright are dealt with in UNITAID (see p 9) and GHWFA (see p 12-13) MOUs.

- **Add - Priority** - A reference to the new 3-year strategic framework would be helpful here (para 5).

Note - Editing only.

- **Add - High priority** - Interest on grants should accrue to the Partnership, not to WHO. This was the case until Jan 1, 08 when a new WHO policy was brought in; other MOUs had protective language about this. (section on Finance Matters, p 5)

Note - the UNITAID MOU contains explicit language, see p 6, para 5.4.

- **Remove - Priority** - References to predecessor partnerships is probably obsolete and can be removed (para 13)

Note - Editing only.

- **Add - High priority, may require consultation** - Specific program support cost percentages, and what these apply to (para 14); also, refer to the Partnership's budget being outside the ceiling estimates for any one WHO cluster (section on Finance Matters, starting p 5).

Note - Current agreement on reduced program support costs (on activities vs salaries) is being questioned, per outcomes of recent EB discussions. Recently, Stop TB negotiated 7% across the board. See Annex B of UNITAID's MOU for detailed fee structure. No other MOU (to Secretariat's knowledge) has reference to ceiling issue.

Annex (begins p 8)

- **Update - Priority** - This material to be thoroughly updated, based on outcomes of the November 2008 Board meeting and approval of the new 3-Year Strategic Plan for Action and Commitment by Partners".

Note - Editing only.