

MEMORANDUM

From: Exec. Secretary, TBP **To:** ADG/GMG **Date:** 19 September 2011

Our ref: **Attention:**

Your ref: **Through:**

Originator: **Subject:** TBP RESPONSE TO THE FINAL DRAFT OF
GENERIC TERMS FOR HOSTING
PARTNERSHIP

Thank you for your memo of 2 September 2011, accompanied by the draft hosting terms, and for the opportunity to comment on it.

This is a great step taken by WHO towards bringing greater clarity to the hosting relationship WHO has with the Stop TB Partnership Secretariat.

The relationship between WHO and the Stop TB Partnership has been of strong mutual benefit and continues to hold great value for both parties, as both seek to complement in a value-added manner the work of the other and thereby enhance the impact of all partners in their efforts to alleviate the burden of tuberculosis for those who suffer from it.

The Secretariat has had the opportunity to review the draft hosting terms and has also shared it with members of the Task Force of the Coordinating Board, which was established earlier this year in order to fully engage in this process.

A number of comments of both a general and specific nature were made at this early stage, which it is hoped can be clarified in due course.

General Points

In principle, it is felt that the draft hosting terms should uphold to the maximum extent possible the authority, effectiveness and credibility of the entities that govern the respective Partnerships and the Secretariats that serve them and all partners, including WHO which acts as its host. Anything short of this would jeopardize the mission and goals of both the Partnerships and WHO.

The draft hosting terms appear to portray in certain places the Partnership Secretariat as a liability to WHO (in particular Article 4.14), rather than a force multiplier for positive action and resource mobilization across partners.

While standardization of hosting terms is desirable, there is a limit to how much clarity a generic set of such terms can bring between the two specific entities. This is due to the fact that Partnerships within WHO vary significantly in their scope of activities, the scale of their budgets, the complexity of their operations, and their respective governance arrangements, some of which may be advisory only, while others, such as the Stop TB Partnership, are of a decision-making nature. .../...

It is felt that a set of generic terms at a high level for the hosting of partnerships can be agreed, but due to the nature of the different health areas various partnerships seek to ameliorate, partnerships will adopt radically different arrangements best suited to their needs; therefore, individual Partnerships will require a set of hosting terms applicable to them only.

In this context, more specific "Terms of Hosting" based on these overall generic terms, but extended to cover special operational aspects of each Partnership, would be needed for those Partnerships where WHO's roles is not exclusive with respect to governance.

Specific Points

Partnership Secretariat and Staff

The draft document institutes a number of checks (e.g., Article 1.8. Advisory bodies, which may be external partner institutions, adhering to WHO rules and clearance policies; 3.6, review of approved work plans and budgets; and 3.7, which subjects organizational structure and staffing plans to review and approval by WHO) that are unnecessarily restrictive, in so far as they duplicate checks and controls already instituted by either the governance entity or through WHO Rules and Regulations, or in some instances by both.

Greater clarity could be brought to this issue specifically, and the hosting terms in general, were the delegation of authority referred to in Article 3.6.b more fully elaborated and documented.

Due to both the nature of the Stop TB Partnership's work (not normative) and its lack of country presence, it is felt that greater flexibility is warranted with respect to some WHO Rules, including those related to recruitment, selection and retention of Secretariat staff, as well as engagement with the private sector and non-governmental organizations. However, it looks that at this stage there is no recognition of this need for adaptability in the draft hosting terms.

Programme Budget

Based upon the definition of what constitutes a formal partnership, i.e., " those partnerships with or without a separate legal personality but with a governance structure (for example, a board or steering committee) that takes decisions on direction, work plans and budgets" [WHA A63.10, 21 May 2010, pg. 3, paragraph 6] TBP qualifies as a formal Partnership and should therefore be placed outside of the WHO Programme Budget, as envisioned under Article 4.1 of the draft hosting terms.

This is, however, not the case, as in A64/7, Annex 3, the Stop TB Partnership is listed as a special programme or collaborative arrangement of WHO and so is within the WHO Programme Budget for 2012/2013.

For the current biennium 2010/2011, the Partnership is within the Programme Budget, while one of the structures - Global Drug Facility (GDF) - which is supported managerially and administratively by the Partnership Secretariat, has been outside of it.

This split arrangement greatly complicates work and increases the Partnership's transaction costs as GDF is an integral part of the Partnership and resources need to move between the TBP part placed within the Programme Budget and the GDF component that is placed outside of it.

Resource Mobilization

With respect to the coordination of resource mobilization strategies (Article 4.5), it can be noted that the Partnership has already brought great added value, having been instrumental in mobilizing resources for TB work globally and for partners, including WHO - for which the Partnership has provided US\$ 35 million over the period 2007-2010, excluding contributions provided to Working Groups that have their Secretariats in WHO, which amounted to US\$ 2.7 million over the same period.

This is before taking into account the indirect revenues contributed by the Partnership to WHO through PSC.

Comparatively, the amount mobilized over the same period by WHO for TBP was only US\$ 1.2 million; the last cash contribution the Partnership received from WHO was in 2009.

Other financial matters

Further discussion is needed on:

- Transparency and consultation on any currency exchange rate gains or losses on Partnership funds (Article 4.7);
- Crediting of interest accruing to Partnership funds to the Partnership Trust Fund (Article 4.8);
- Recovery of direct costs and variable indirect costs, in particular the 13% PSC charge, which is over and above the current 7% charged and which our donors have already expressed concern over (4.10 and 4.11, respectively);
- the Partnership Liability Account (4.14), which in its current form requires significant clarification with regard to how the liability incurred by one partnership is then transferred to another. Also, the possibility would appear remote that any Partnership funds, all of which are governed by donor agreements, could be provided to cover such liabilities,.

Communications

With respect to communications, it will be important for the Partnership to gain clarity on the usage of logos (Article 5.1), its flexibility when creating websites and social media sites of its own (Article 5.3), and its ability to publish materials bearing the Partnership logo only (Article 5.4). To clear all material through WHO (DCO) might be impractical due to the sheer volume of work.

I look forward to a meeting to discuss these and other important issues related to the draft hosting terms, and to hearing the views of other Partnerships, as indicated by your e-mail.


Lucica Ditiu
Executive Secretary
Stop TB Partnership

