

MEMORANDUM OF AGREEMENT

Between

WHO

And

THE GOVERNMENT OF ESTONIA

WHEREAS, the Ministry of Social Affairs and Health Board on behalf of the Government of Estonia (hereinafter referred to as the "**Government**") wishes to provide on a permanent basis premises to be used free of rent by WHO Country Office in Estonia (hereinafter referred to as the "**WHO**") for their official purposes.

WHEREAS, the Government owns the land and buildings located at road Paldiski, 81, Tallinn, 10617, as described in Annex 1 to this Memorandum of Agreement (hereinafter referred to as "Agreement"), together with at least 1 (one) car parking space, (hereinafter referred to as the "Premises" as more fully described in Article I below).

WHEREAS, the Government has offered to grant WHO, a rent-free lease of the Premises so as to make it available to the WHO, free of rent, to serve as their respective office location in Estonia.

WHEREAS, WHO has accepted the offer of the Government, and has agreed to occupy the below-described Premises in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, WHO and the Government (hereinafter jointly referred to as the "Parties"), in consideration of their mutual undertakings hereby agree as follows:

Article I
Premises, Term

1. The Government hereby grants to WHO, on a rent-free basis, a full and complete Lease of offices and facilities in the Premises, including the office space, commercial space, land, buildings, structures, parking spaces for at least 1 (one) car and other installations as well as the surrounding grounds, as comprehensively described in Annex 1 (the “Premises”), for the period established herein below, and agrees that Health Board will make the Premises available to WHO free of rent, pursuant to a separate agreement to be concluded between them, for the exercise of their official functions, and for such other services and facilities directly related thereto.
2. The Premises shall remain the property of the Government, which shall remain responsible for all responsibilities as the owner of the Premises with respect to the Premises. Any furniture, moveable assets and fixtures placed therein or annexed thereto owned by WHO shall remain the property of the WHO.
3. The Premises shall be placed at the disposal of WHO with effect from 01 September, 2017.
4. It is understood that WHO may terminate this Agreement at any time upon giving notice to the Government not less than 30 days before such termination. Any termination of this Agreement shall be without prejudice to the settlement of any outstanding obligations.
5. The running and maintenance costs for any vacant space in the Premises shall be borne by the Government.

Article II
Distribution of Responsibilities and Costs

1. The Government shall remain responsible for all obligations, including financial obligations, incumbent upon it as the owner of the Premises.
2. Without prejudice to the other provisions of this Agreement, including but not limited to Article IV, the Government shall be responsible for providing, undertaking and/or bearing all the costs described in section B of Annex 2.
3. WHO shall be responsible for providing, undertaking and/or bearing all the costs described in section A of Annex 2

Article III
Alterations, Repairs, Maintenance

1. The Government undertakes to maintain, at its expense, the Premises in good and tenantable conditions, and to assume responsibility for any repairs required on the exterior and interior of the Premises, its structures, utility services and fixtures, technical installations, public areas and parking areas.
2. WHO may, with the consent of the Government, make repairs, alterations, attach fixtures, and erect additions, structures, flag staffs and signs in or upon the Premises. However, WHO shall at their own expense remove any alterations made to the Premises by WHO to the original structure of the Premises (or the building) when WHO leaves the Premises, should this be requested by the Government. The responsibilities and costs of WHO are further described in Annex 2.

Article IV
Insurance; Indemnification

1. WHO shall, within their established practice, be responsible for covering loss and damage to the Premises attributable to their negligence or their employees or their invited guests. The Government shall be responsible for loss or damage to the Premises due to any other causes, including the negligence of other persons. Without limiting the generality of the foregoing, WHO shall not be responsible for damage to the Premises caused by civil disturbances, riot, vandalism, acts of terrorism, wars, flood, earthquakes, and other natural disasters, or 'force majeure' events.
2. WHO shall be responsible for obtaining insurance or self-insurance for, their own property, fixtures and furnishings and that of their officials, employees, agents, servants, invitees or subcontractors in the Premises.
3. The Government shall be responsible for any liabilities, obligations or responsibilities incumbent upon it as the owner of the Premises and shall indemnify and hold WHO harmless from any claims and demands arising therefrom.

Article V
Utilities, Technical Installations and Other Services

The Government shall ensure the supply of water, electricity, gas, technical installations and other utilities, and building security services provided to the Premises, except the installation, maintenance and management of the surveillance system installed in WHO country office as stipulated in Annex II. In case of any interruption or threatened interruption of the aforesaid services, the appropriate Estonian authorities shall consider the needs of WHO as being of equal

importance with those of essential agencies of the Government, and shall take steps accordingly to ensure that the work of WHO is not prejudiced. Where these services are shared with other institutions or persons the aforesaid institutions or persons shall be obliged to accept the cost sharing arrangement for WHO or arrangements shall be made for separate meters to charge for consumption. A monthly charge for WHO is stipulated in Annex II

Article VI

Privileges and Immunities, Taxes, Charges

1. This Agreement is without prejudice to the privileges and immunities stipulated in the Convention on the Privileges and Immunities of the United Nations of 1946 and the Convention on the Privileges and Immunities of the Specialized Agencies of 1947, as applicable, and in the host country agreement between WHO and the Government.
2. In respect of charges for which WHO will be liable under this Agreement, the Government shall make every possible effort to obtain for WHO reduced charges or similar rates, if any, granted to Governments, including their diplomatic missions.
3. Nothing in or relating to this agreement shall be deemed a waiver, expressed or implied, of any of the privileges and immunities enjoyed by WHO, whether pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations or the 1947 Convention on the Privileges and Immunities of the Specialized Agencies or other convention, law or decree of an international or national character or otherwise.

Article VII

Damage to Premises

1. In the event of loss or damage to the Premises or to the buildings or fixtures or equipment on the Premises by fire, civil disturbance, riot, vandalism, acts of terrorism, aircraft and

other aerial devices, war, floods, earthquakes or force majeure event, the Government shall, in case of partial damage of the Premises repair or restore the Premises to its original condition at its own expense. The Government shall provide WHO with suitable alternative facilities.

2. Should the Premises or buildings be totally destroyed or, in the reasonable opinion of WHO, be rendered unusable for WHO, the Government shall provide WHO, free of rent with other suitable and comparable premises under terms and conditions equivalent to the present Agreement.

Article VIII

Quiet Enjoyment and Security

1. The Government covenants and agrees that WHO may peaceably and quietly enjoy the Premises hereby described for the term hereby granted.

2. The central, local and other authorities under the laws of Estonia (the “competent authorities”) shall ensure the security and protection of the Premises and exercise due diligence to ensure that the tranquillity of the Premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity. If so requested, the competent authorities shall provide adequate police force necessary for the preservation of law and order in the Premises or in its immediate vicinity, and for the removal of persons therefrom.

3. The competent authorities shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Premises free from interference of any kind.

4. Without any prejudice to the foregoing, WHO shall have the right to make any provisions relating to their security and the security of their personnel, as deemed prudent or necessary by them.

Article IX

Settlement of Disputes

Any dispute between WHO and the Government concerning the interpretation or application of this Agreement or any supplemental agreements shall be settled by negotiation. Any such negotiations shall be carried out in good faith with a view to ensuring an expeditious settlement of the dispute and the parties shall, pending such settlement, put in place any interim measures as may be required to ensure the proper functioning of the WHO Country Office in Estonia in light of the primary purpose of this Agreement to enable WHO Country Office in Estonia fully and efficiently to discharge its responsibilities and fulfil its purposes. 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 UNCITRAL Arbitration Rules as at present in force. The parties shall accept the arbitral award as final.

Article X

Entry into Force

1. This Agreement shall enter into force upon the last date of signature by the Parties.
2. This Agreement may be amended or modified by written agreement between the Parties.

DONE in Copenhagen and Tallinn in three copies in English, on

(signed)

By: Zsuzsanna Jakab
Director of WHO Regional
Office for Europe

For WHO Country Office
in Estonia

(signed)

By: Marika Priske
Chancellor

For the Ministry of
Social Affairs

(signed)

By: Merike Jürilo
Director General

For the Health Board

List of Annexes:

Annex 1: Description of the Premises
Annex 2: Distribution of responsibilities