

File No. 100060

Committee Item No. _____
Board Item No. 48

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date January 26, 2010

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Annette Lonich Date January 15, 2010
Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

1 [Accept and Expend Grant – HIV Technical Guide - \$14,500]

2

3 Resolution authorizing the San Francisco Department of Public Health to accept and
4 expend retroactively a grant from the World Health Organization in the amount of
5 \$14,500 to develop a technical guide for HIV care and prevention programs for men
6 who have sex with men (MSM) and transgendered individuals; for the period of
7 December 15, 2009 through December 31, 2009.

8

9 WHEREAS, DPH was awarded a grant from the WHO in the amount of \$14,500 for a
10 project entitled MSM Target Setting Guide; for the period of December 15, 2009 through
11 December 31, 2009; and,

12 WHEREAS, The purpose of this grant is to develop a technical guide for HIV care and
13 prevention programs targeted at men who have sex with men (MSM) and transgendered
14 individuals; and,

15 WHEREAS, The grant does not require an ASO amendment and reimburses DPH for
16 two existing positions: one Senior Physician Specialist (Job Class #2232) at 0.80 FTE, and
17 one Health Program Coordinator III (Job Class #2593) at 0.90 FTE, for the period of
18 December 15, 2009 through December 31, 2009; and,

19 Whereas, DPH is seeking retroactive approval because DPH did not receive the award
20 letter from WHO until December 18, although the effective date was December 15, 2009; and,

21 WHEREAS, The grant budget includes a provision for indirect costs in the amount of
22 \$2,565; now, therefore, be it

23 RESOLVED, That DPH is hereby authorized to retroactively accept and expend a grant
24 in the amount of \$14,500 from the WHO; and, be it

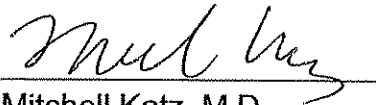
25

1 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
2 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
3 be it

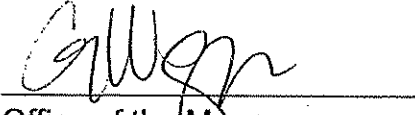
4 FURTHER RESOLVED, That the Controller is directed to designate the positions
5 funded under this agreement as a "G" or grant-funded position which would terminate when
6 the agreement expires; and, be it

7 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
8 agreement on behalf of the City.

9
10
11
12 RECOMMENDED:

13 
14 _____
15 Mitchell Katz, M.D.
16 Director of Health

APPROVED:

17 
18 _____
19 Office of the Mayor

20 
21 _____
22 Office of the Controller

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or
Meeting Date

I hereby submit the following item for introduction:

- _____ 1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
- X 2. Request for next printed agenda without reference to Committee
- _____ 3. Request for Committee hearing on a subject matter.
- _____ 4. Request for letter beginning "Supervisor _____ inquires...".
- _____ 5. City Attorney request.
- _____ 6. Call file from Committee.
- _____ 7. Budget Analyst request (attach written motion).
- _____ 8. Substitute Legislation File Nos.

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor Bevan Dufty

SUBJECT:

Accept and expend grant – funding for HIV Technical guide

The text is listed below or attached:

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only:

100060



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D. *MHK*
Director of Health

DATE: January 5, 2010

SUBJECT: Accept and Expend Resolution

GRANT TITLE: MSM Target Setting Guide

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department, Health Commission
- Grant information form, including disability checklist
- Grant budget and justification
- Grant Award Letter from funding agency
- Grant Application (not available)

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Frances Culp

Phone: 554-2795

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes

No

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: MSM Target Setting Guide
2. Department: Department of Public Health
AIDS Office
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$14,500
- 6a. Matching Funds Required: N/A
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: World Health Organization (WHO)
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary:
The DPH AIDS Office—HIV Epidemiology Section will be responsible for developing a technical guide for target setting for HIV treatment, care and prevention programs for men who have sex with men (MSM) and transgendered persons. The MSM Target Setting Guide project aims to review and develop an outline of a feasible, provisional comprehensive package of HIV interventions; develop indicators to monitor availability, coverage, quality and impact of HIV treatment, care and prevention.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: December 15, 2009 End-Date: December 31, 2009
10. Number of new positions created and funded: The grant does not require an ASO amendment and partially reimburses the department for two existing positions:
0.80 FTE Senior Physician Specialist (Job Class #2232)
0.90 FTE Health Program Coordinator III (Job Class #2593)
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A

- 13a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$2,565 b2. How was the amount calculated? 26.51% of total salaries
c. If no, why are indirect costs not included? N/A
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

14. Any other significant grant requirements or comments:

DPH respectfully requests for approval to accept and expend these funds retroactive to December 15, 2009 because the Department received the award letter from WHO on December 18, 2009.


****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):


- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:  _____
Jason Hashimoto

Date Reviewed: 12/23/09

Department Approval:  _____
Mitchell Katz, M.D. Director of Public Health

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV Epidemiology Section
 WHO MSM Target Setting Guide
 December 15, 2009 - December 31, 2009

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPD/HIVSVGR
 Grant Code:
 Grant Detail: 1000

CATEGORY/LINE ITEM	Annual Salary	Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	comments
A. PERSONNEL HIV SEROEPIDEMIOLOGY											
1. Sr. Physician Specialist 2232 7 W. McFarland	183,092	43,027	226,119	80%	0.80	15,268	0.50	6,103	1,434	7,537	
2. Health Program Coordinator III 2593 5 H. Fisher Raymond	93,522	21,978	115,500	90%	0.90	7,794	0.50	3,507	824	4,331	
3. COLA 4%								66	0	66	
4. STEP increases 6%								0	0	0	
TOTAL SALARY/FRINGE	276,614	65,004	341,618		1.70			9,677	2,258	11,935	

00101 SALARIES 9,677
 00103 FRING BEN 2,258
 SUB TOTAL 11,935

TOTAL DIRECT COST 11,935

BUDGET SUMMARY

A. SALARIES	9,677	
B. MANDATORY FRINGE	2,258	
C. TRAVEL	0	
D. EQUIPMENT	0	
E. MATERIALS AND SUPPLIES	0	
F. CONTRACT / MOU	0	
G. OTHER	0	
DIRECT COSTS	11,935	
H. INDIRECT COST (26.51% of total salaries)	2,565	
TOTAL BUDGET	14,500	
AWARD	14,500	
SURPL/(DEFICIT)	(0)	

San Francisco Department of Public Health (SFDPH)

AIDS Office HIV Epidemiology Section

WHO MSM Target Setting Guide

Budget Justification

12/15/09 – 12/31/09

A. PERSONNEL & MANDATORY FRINGE

- | | | |
|----|---|---------|
| 1. | 0.80 FTE 2232 – Senior Physician Specialist: Willi McFarland
Annual Salary \$183,092 x 0.80 FTE for 0.5 month = \$6,103
Mandatory Fringe Benefits (@ 23.5%) = \$1,434 | \$7,537 |
| 2. | 0.90 FTE 2593 – Health program Coordinator III: H. Raymond III
Annual Salary \$93,522 x 0.90 FTE for 0.5 month = \$3,507
Mandatory Fringe Benefits (@ 23.5%) = \$824 | \$4,331 |

Both employees to provide technical guide to assist national and local programs with setting targets for critical indicators for monitoring availability, coverage, quality and impact of HIV treatment, care and prevention programs for men who have sex with men and transgendered persons.

3. COLA/STEP increases:

The salary expenditures are based on the rates per job classification and per Labor Union Agreements. The cost for COLA is as follow: COLA @ 4% = \$0 and STEP Increases @5% = \$66

TOTAL PERSONNEL:	\$11,935
B. TRAVEL	\$0
C. EQUIPMENT	\$0
D. MATERIALS AND SUPPLIES	\$0
E. CONTRACTUAL	\$0
F. OTHER	\$0
G. INDIRECT COSTS (26.51% of total salaries)	\$2,565
TOTAL BUDGET:	\$14,500



World Health Organization

**AGREEMENT FOR PERFORMANCE OF WORK
ACCORD POUR EXECUTION DE TRAVAUX**

WHO/GSC/GPL
Block 35-10
Jalan Teknokrat 6
Cyberjaya 63000
Malaysia

WHO Reference/ Référence OMS

WHO Registration: 2009/53644-0
Purchase Order: 200151144
Reg. File: A21-APW-492
Unit Reference: HIV/SIR

The WORLD HEALTH ORGANIZATION hereby agrees to provide to
L'ORGANISATION MONDIALE DE LA SANTE s'engage par la présente à fournir à
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
SAN FRANCISCO
Senior Administrative Analyst
San Francisco
United States

The Fixed amount of *Un montant fixe de*, USD 14,500.00 (Fourteen Thousand Five Hundred) in respect of/en vue de:
To update the first half of the WHO document: "Ethical issues to be considered in second generation surveillance"

For the period financed by this Agreement From/De: 15-DEC-2009
Période du projet financée par le présent accord To/A: 31-DEC-2009

Summary of work/ Description sommaire des travaux:

Description of work under this agreement/ *Description des travaux faisant l'objet du présent accord*

Expected outcome:

The first half of a document that provides clear and concise guidance on how to think about the ethics of HIV surveillance and survey activities given current international Standards of ethics, surveillance and testing and counselling in an age of widespread, though uneven, availability of antiretroviral therapy.

Description of assignment:

The contractual partner will be expected to perform the following specific tasks:
review the reports of recent consultations on the ethics of HIV surveillance (2008, 2009);
review any relevant published literature produced in the last five years, since the last Guidance Points document;
review recent HIV surveillance guidelines produced in the last five years, since the last Guidance Points document;
consider current WHO/UNAIDS guidance for related activities, e.g., HIV testing and counselling;
revision of the current guidance document to reflect more accurately the discussions, and where extant, conclusions of the recent consultations.

Financial arrangements/ Dispositions financières:

Payments will be made as follows/ *Les versements seront effectués comme suit:*

	Deliverable/ Résultat	Due date/ Date remise	%	Currency amount/ Montant en devise
1	Counter signed contract	15-DEC-2009	0.00	0.00
2	Upon satisfactory completion of work	31-DEC-2009	100.00	14,500.00

Annexes

The following annexes form an integral part of this Agreement/ *Les annexes listées ci-dessous font partie intégrante de cet accord:*

Annex/Annexes	File Name/ Nom du fichier
1	Tors and payment details

In the event that the annexes contain any provisions which are contrary to the terms of this agreement, the terms of this agreement shall take precedence/ *En cas de contradiction entre les termes apparaissant sur les annexes et ceux de l'accord, les dispositions de l'accord prévaudront dans tous les cas.*

WHO financial references/ Références financières de l'OMS

Project	Task	Award	Expenditure	Expenditure	%	USD
---------	------	-------	-------------	-------------	---	-----



World Health Organization

WHO/GSC/GPL
Block 3510
Jalan Teknokrat 5
Cyberjaya 63000
Malaysia

WHO Reference / Réference OMS

WHO Registration 2009/53544-0
Purchase Order 200161144
Reg. File A21-APW-492
Unit Reference HIV/SIR

**AGREEMENT FOR
PERFORMANCE OF WORK
ACCORD POUR
EXECUTION DE TRAVAUX**

				Type	Organization		
1	HQ/HIV0801932	2.2	54888	513-Contractual Serv. General	HQ/HIV HIV/AIDS	100	14,500.00

The undersigned parties, having read the terms and General Conditions, hereby conclude the present agreement and herewith confirm their agreement and acceptance thereof.

ON BEHALF OF WHO / POUR L'OMS

Responsible WHO Technical Officer:
Fonctionnaire technique responsable de l'OMS:

Keith Sabin
Epidemiologist
HQ/HIV HIV/AIDS

Approved by:
Approuvé par:

Teguest GUERMA
Director
HQ/HIV HIV/AIDS

Responsible Service Centre Approver:
Responsable du centre de soutien administratif:

Van To Nguyen
Coordinator Procurement, WHO/GMG/GSC

Tavamani Murugesu
Procurement Assistant
HQ/GSC Global Service Centre
16-DEC-2009

Les parties soussignées, ayant lu les modalités et les Conditions Générales, ratifient l'accord et confirment leur acceptation.

CONTRACTUAL PARTNER / PARTENAIRE
CONTRACTUEL

Signature

Date

12/18/09

Barbara Garcia
Name & Title / Nom & Fonction : Deputy Director of Health



World Health Organization

AGREEMENT FOR PERFORMANCE OF WORK ACCORD POUR EXECUTION DE TRAVAUX

WHO/GSC/GPL
Block 3510
Jalan Teknokrat 6
Cyberjaya 63000
Malaysia

WHO Reference / Référence OMS

WHO Registration 2009/53644-0
Purchase Order 200151144
Reg File A21-APW-492
Unit Reference HIV/SIR

GENERAL CONDITIONS

1. It is understood that the execution of the work does not create any employer/employee relationship. In this respect, the contractual partner shall be solely responsible for the manner in which the work is carried out. Thus, WHO shall not be responsible for any loss, accident, damage or injury suffered by any person whatsoever arising in or out of the execution of this work, including travel. Without prejudice to the foregoing, WHO may in certain cases provide insurance coverage for the contractual partner for travel in WHO vehicles. WHO declines any responsibility for non-payment by the insurance company of all or part of a claim for any accident, in which case the contractual partner shall be obliged to immediately reimburse WHO all or part of any advance paid by WHO to the contractual partner.
2. All rights in the work, including ownership of the original work and copyright thereof, shall be vested in WHO, which reserves the right (a) to reuse the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.
3. If the option, on the face of this agreement, for payment of a fixed sum applies, that sum is payable in the manner provided, subject to proper performance of the work. If the option for payment of a maximum amount applies, the funds shall be used exclusively for the work specified in this agreement and any unspent balance shall be refunded to WHO. In the latter case, any financial statement required shall reflect expenditures according to the relevant main categories of expenditure. Non-individual contractors must submit an invoice to the contracting unit or the WHO Global Service Center in order to receive payment. Invoices are not required from individual contractors, who can be paid upon receipt by the contracting unit of the agreed upon products or services.
4. If the work is not satisfactorily completed (and, where applicable, delivered) by the date fixed in this agreement and/or if any financial statement required is not satisfactorily submitted to WHO in accordance with general condition 5 below, WHO may specify an additional period within which this agreement must be satisfactorily performed. Normally such additional period should be of at least one week duration, unless it is clear from the agreement that it was particularly important that the performance be completed on the date specified, in which case WHO may specify a shorter period or refuse to grant any additional period at all. In the event that the work is not satisfactorily completed and delivered on the date fixed and/or if any financial statement required is not satisfactorily submitted to WHO in accordance with general condition 5 below or any additional period granted by WHO, WHO may rescind this agreement (in addition to the other remedies), subject to an equitable arrangement being made in case of delay caused by force majeure.
5. The contractual partner shall complete and deliver the work to WHO (including any technical report that may be required) by the date fixed in this agreement or any additional period that may be granted by WHO under general condition 4 above. Any financial statement required shall be submitted within thirty days thereafter and the latest, if the payment schedule on the face of this agreement provides for a final payment upon completion of the work; this final payment shall be made only after satisfactory receipt of all deliverables called for under this agreement, including any technical report and financial statement.
6. If the contractual partner signs this agreement in his/her personal capacity, and not on behalf of a legal entity, then the contractual partner certifies that he/she does not presently, and will not during the term of this agreement, hold any form of contractual relationship with WHO (including any WHO regional, country or project office, as well as any programme, centre or other entity where staff is subject to WHO Staff Regulations and Rules), that confers upon the contractual partner the status of a WHO staff member. The contractual partner understands that a false statement may result in the cancellation of any or all contracts, and/or the withdrawal of any offer of a contract with WHO.
7. Any dispute relating to the interpretation or application of this agreement 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, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

CONDITIONS GENERALES

1. Il n'est pas intention de créer, d'employer à employé aux fins de l'exécution des travaux. A cet égard, le partenaire contractuel est seul responsable de la manière dont les travaux sont exécutés. Ainsi, l'OMS ne saurait assumer, à l'égard de quelque personne que ce soit, aucune responsabilité pour toute perte, tout accident, tout dommage ou toute blessure subie au cours ou en raison de l'exécution des travaux ou d'un déplacement ou les concernant. Sans préjudice de ce qui précède, l'OMS peut, dans certains cas, fournir une couverture d'assurance au partenaire contractuel en cas de déplacement dans un véhicule de l'OMS. L'OMS décline toute responsabilité quant au non-paiement par la compagnie d'assurance de la totalité ou d'une partie d'une demande d'indemnisation relative à un accident, auquel cas le partenaire contractuel sera obligé de rembourser immédiatement à l'OMS la totalité ou une partie des avances que l'OMS lui aura éventuellement versées.
2. Tous les droits attachés aux travaux, y compris la propriété des travaux originaux et le droit d'auteur, y afférent, seront dévolus à l'OMS qui se réserve le droit (a) de réutiliser les travaux, (b) d'utiliser les travaux d'une autre manière que celle initialement envisagée, ou (c) de ne pas publier ni utiliser les travaux.
3. Si l'option applicable -- prévue au recto du présent accord -- est celle du paiement d'une somme fixe, cette somme est payable dans les conditions prévues, sous réserve de l'exécution satisfaisante des travaux. Si l'option applicable est celle du paiement d'un montant maximum, les fonds seront utilisés exclusivement aux fins des travaux précités dans l'accord et tout solde non utilisé sera remboursé à l'OMS. Dans ce dernier cas, les états financiers requis devront indiquer le montant engagé pour les principaux postes de dépenses. Afin de recevoir un paiement, les prestataires collectifs doivent présenter une facture à l'unité qui a effectué leurs services ou au Centre mondial de services de l'OMS. Les fournisseurs individuels, qui peuvent être payés au moment de la réception par l'unité qui les a sollicités des produits ou des services convenus, ne sont pas tenus de présenter de facture.
4. Si les travaux ne sont pas accomplis correctement (et, le cas échéant, fournis) à la date prévue par l'accord ou si tout état financier requis n'est pas soumis de façon satisfaisante à l'OMS conformément à la condition générale 5 ci-dessus, l'OMS peut indiquer un délai supplémentaire à l'expiration duquel l'accord doit être exécuté de façon satisfaisante. En règle générale, ce délai supplémentaire est d'une semaine au minimum, à moins qu'il ne résulte clairement de l'accord qu'il est particulièrement important d'achever les travaux à la date prévue, auquel cas l'OMS peut indiquer un délai plus court ou refuser la mention prolongation. Si les travaux ne sont pas accomplis et fournis de façon satisfaisante à la date prévue ou si tout état financier requis n'est pas soumis de façon satisfaisante à l'OMS conformément à la condition générale 5 ci-dessus ou à l'expiration de tout délai supplémentaire accordé par l'OMS, l'Organisation peut résilier l'accord (sans préjudice d'autres recours) sous réserve d'un arrangement équitable si le retard est consécutif à un cas de force majeure.
5. Le partenaire contractuel accomplit et fournit les travaux à l'OMS (y compris tout rapport technique qui pourrait être requis) à la date prévue par l'accord ou à l'expiration de tout délai supplémentaire accordé par l'OMS en application de la condition générale 4 ci-dessus. Tout état financier requis est soumis au plus tard dans les trente jours qui suivent. Si le calendrier de paiement prévu au recto de l'accord prévoit le paiement à la fin des travaux, celui-ci n'est effectué qu'après réception, sous une forme satisfaisante, de tous les produits exigés aux termes de l'accord, y compris les rapports techniques et les états financiers.
6. Si le partenaire contractuel signe le présent accord en son nom propre et non au nom d'une personne morale, il/elle certifie qu'il/elle n'a pas actuellement et n'aura pas pour la durée du présent accord, de relation contractuelle avec l'OMS (y compris les bureaux régionaux de l'OMS, les bureaux de pays ou de projet, les programmes), centres ou entités ou la personne est soumis au Statut et au Règlement du Personnel de l'OMS) qui confèrent le statut de membre du personnel de l'OMS. Le partenaire contractuel comprend qu'une fautive déclaration de sa part peut entraîner l'annulation du contrat ou de tous les contrats, ainsi qu'elle bien le retrait de toute offre de contrat avec l'OMS.
7. Tout différend relatif à l'application ou à l'interprétation du présent accord qui n'aurait pu être réglé à l'amiable sera traité d'une conciliation. En cas d'échec de celle-ci, le différend sera réglé par arbitrage. Les modalités de l'arbitrage seront convenues entre les parties ou, en l'absence d'accord, déterminées selon le Règlement d'arbitrage de la Chambre de Commerce internationale. Les parties reconnaissent que la sentence arbitrale sera finale.