
Memorandum of Understanding

between

FÉDÉRATION INTERNATIONALE DE L'AUTOMOBILE
as Convener of the FIA High Level Panel

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
as administrator of the Global Road Safety Facility
and host of the Africa Transport Policy Program

and

ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT
for the International Transport Forum

and

WORLD HEALTH ORGANIZATION

in support of the establishment and
implementation of Regional
Observatories for Road Safety

This Memorandum of Understanding ("Memorandum") represents a statement of intent by the Fédération Internationale de l'Automobile ("FIA"), as Convener of the FIA High Level Panel, the International Bank for Reconstruction and Development and the International Development Association (collectively, the "World Bank"), the Organisation for Economic Co-Operation and Development for the International Transport Forum ("OECD/ITF") and the World Health Organization ("WHO") (the "Participants") to collaborate in the achievement of common objectives, as described and on the basis outlined below.

BACKGROUND:

- (A) The Fédération Internationale de l'Automobile (FIA) is a non-profit making organisation that brings together 242 national motoring and sporting organisations from 146 countries on five continents. As part of its mission, the FIA works to promote a safer and more sustainable mobility globally. In 2015, the FIA launched the High Level Panel for Road Safety, which brings together leaders from the business community, international institutions, cities and NGO's with the goal of raising greater awareness and new resources for road safety. The Panel is a network for innovation and action that seeks to work with existing partners already engaged in road safety actions, while also encouraging others to join the fight for safer roads.
- (B) The World Bank is an international development institution established by its Articles of Agreement. Its mission is to help end extreme poverty and promote shared prosperity. To achieve these goals, the World Bank provides financial and technical assistance to support developing countries around the world achieve their development goals and priorities. The World Bank serves as administrator of the Global Road Safety Facility (GRSF), a global partnership program established in 2006 with a mission to help address the growing crisis of road traffic deaths and injuries in low and middle-income countries (LMICs). The World Bank is also the host of the Africa Transport Policy Program (SSATP), an international partnership established in 1987, which comprises 42 African countries, Regional Economic Communities (RECs), continental institutions of the African Union Commission, the United Nations Economic Commission for Africa, public and private sector organizations, and international development agencies and organizations. SSATP aims to facilitate policy development and related capacity- building in the transport sector of Africa.
- (C) The International Transport Forum at the OECD (ITF) acts as a think tank for transport policy. The ITF is administratively integrated into the OECD. The ITF mission is to foster a deeper understanding of the role of transport in economic growth, environmental sustainability and social inclusion and to raise the public profile of transport policy. It acts as a think tank for transport policy and organises the Annual Summit of transport ministers, the world's largest gathering of transport ministers and the leading global platform for dialogue on transport policy. The ITF is the only global body that covers all transport modes and acts as a platform for discussion and pre-negotiation of policy issues across all transport modes. In addition, the ITF analyses trends, shares knowledge and promotes exchange among transport decision-makers and civil society
- (D) The World Health Organization (WHO) has for objective the attainment by all people of the highest possible level of health, i.e. a complete state of physical, mental and social well being.

As a specialized agency of the United Nations system, WHO acts as the directing and co-ordinating authority on international health work. Relevant activities are related to:

- i) Reducing excessive mortality, morbidity and disability, especially among poor and marginalized populations;
- ii) Promotion of healthy life styles and reducing risk factors to human health that arise from environmental, economic, social and behavioral causes;
- iii) Developing health systems that equitably improve health outcomes, respond to peoples legitimate demands, and are financially fair;
- iv) Framing an enabling policy and creating an institutional environment for the health sector, and promoting an effective health dimension to social, economic, environmental and development policy.

COMMON OBJECTIVES

- (E) The inclusion of road safety within the Sustainable Development Goals approved by the United Nations ("UN") General Assembly in 2015 marks a turning point in the fight against road crash deaths and injuries globally, in particular, with the inclusion of goal 3.6, which aims at a 50% reduction in the number of victims (dead and injured). Despite global and national efforts as well as the set of policies that have been duly outlined in the 5 pillars of the Global Plan of the Decade of Action 2011-20, and in UN Resolution 70/260 on "improving global road safety", States endorsing the Stockholm Declaration in February 2020 recognized that *"SDG target 3.6 will not be met by 2020 and that significant progress can only be achieved through stronger national leadership, global cooperation, implementation of evidence-based strategies and engagement with all relevant actors including the private sector, as well as additional innovative approaches."*
- (F) In particular, the Stockholm Declaration, § 17, *"emphasize the importance of monitoring and reporting progress towards the achievement of our common goals and, as appropriate, the Voluntary Global Road Safety Performance Targets agreed by Member States, and call upon the World Health Organization to continue to collect, publish and disseminate data through the series of Global Status Reports on Road Safety, leveraging as appropriate existing efforts including those of regional road safety observatories to harmonize and make road safety data available and comparable"*. As such, effective action can only be taken if it is targeted and measured with accurate data: good data is a necessary -albeit not sufficient- condition for the design and implementation of good policy. In turn, having accurate data requires the development of transparent and rigorous collection methods. It is essential that these collection methods converge into standard international criteria and have stability in time, so as to allow for comparisons in space -across countries- and in time.
- (G) Reality in many countries shows that the quality of data gathering methods is very poor and this is part of the base of the deficient design of their road safety policies. This is true even for the most basic indicators, such as the numbers of fatalities or injuries. In fact, the lack of reliability of basic data explains why the WHO has opted to elaborate its own estimate of the number of road victims in many countries, highlighting for several countries' discrepancy with national figures.

- (H) Over time, the involved stakeholders have made important efforts to support governments, especially in LMICs, to improve their collection processes of road safety data. Most notably, the ITF, through its International Traffic Safety Data and their Analysis (IRTAD) has been providing technical expertise in this field, for example through twinning projects. At present, the IRTAD Group includes around 80 members from 40 member and observer countries, and the IRTAD database includes validated data from 32 countries. In 2015, with support from the FIA, ITF launched the Safer City Street Network to promote data collection and analysis and benchmarking at city level. In addition, the WHO has collected, published and disseminated data through the Global Status Reports and the World Bank, the GRSF, the SSATP, and the FIA have supported initiatives to improve data collection methods, including the enhancement of traffic related data with vital registration and other health sector data. In May 2018, the FIA together with the World Bank and OECD/ITF signed a two-year Memorandum of Understanding (2018 MoU) in support of the establishment of Regional Road Safety Observatories ("RRSOs").
- (I) With the next Global Status Report due in 2022, there is time to ensure that data are collected through the regional observatories, thus contributing to the integration of the health and transport sectors in every country.

A. AREAS AND FORMS OF COLLABORATION

Consistent with their respective mandates, and building on the work being undertaken, the Participants will collaborate to promote and support the establishment of Regional Road Safety Observatories (RRSOs) worldwide, with the following goals:

- i. To build capacity in the newly established African and Asian-Pacific Observatories and to provide expertise to the Ibero-American Road Safety Observatory (OISEVI) when needed
- ii. To support WHO in its mandate to collect, publish and disseminate data through the series of Global Status Reports on Road Safety
- iii. To ensure coordination and knowledge sharing among RRSOs
- iv. To assist RRSOs to implement a robust work program
- v. To explore the opportunity to establish new regional RRSOs
- vi. To facilitate the organisation of a yearly high level meeting (of RRSOs and of the Participants) and other interested key stakeholders, to ensure cooperation and harmonization of indicators and definitions; and
- vii. To strengthen country-level road safety observatories in more efficient ways, ensuring timely collection and analyses of relevant safety data.

The Participants bear their own costs associated with collaboration under the MOU. This Memorandum provides a framework within which the Participants may develop and undertake collaborative activities and is not intended to interfere with the Participants' independent decision-making with regard to their own respective administration and operations. Any activities conducted under this Memorandum are subject to their inclusion in the Participants' respective programmes of work and budgets and to the availability of funds and human resources. They will be carried out in accordance with the Participants' respective rules and practices.

To further the achievement of their common objectives, the Participants intend to:

1. Renew the RRSOs' project supervisory board, comprised of one high-level representative of each Participant, to establish the work programme under the RRSOs project and the corresponding funding arrangements;

2. Renew its task force, comprised of one operational-level representative of each Participant, to coordinate the implementation of activities under this Memorandum and meet as needed (on a recurrent basis) and inform the supervisory board; and
3. Evaluate whether regional partners ought to be included in the activities carried out under this Memorandum as it pertains to specific regional observatory work.

No Participant will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum in the name of, or on behalf of, the other Participants without their prior written approval.

B. INTELLECTUAL PROPERTY

This Memorandum does not grant any Participant the right to use intellectual property owned by any other Participant. Each Participant retains ownership of all its intellectual property as of the date of the Memorandum and its intellectual property produced during the term of the Memorandum. If said intellectual property is not available for use under a public license by the Participant owning said intellectual property, the Parties may agree in writing on the terms of use of said intellectual property as part of the activities under this Memorandum, subject to the limitations on disclosure of confidential information and any third party rights.

The Participants do not intend to create any joint work, such as joint outputs or deliverables, object of intellectual property rights, as part of the activities under this Memorandum.

C. CONTACTS

Each Participant hereby appoints and designates below its representatives to the RRSOs' project supervisory board and task force.

Supervisory Board	Task Force
For the Fédération Internationale de l'Automobile (FIA)	
Onika Miller Secretary General for Automobile Mobility and Tourism (<i>ad interim</i>) Contacts: +33 (0)143 12 61 81 / omiller@fia.com	Stefano Ammirati Director, Road Safety and Global Advocacy Contacts: +33 (0)143 12 61 75 / sammirati@fia.com@fia.com
For the World Bank	
Binyam Reja Practice Manager Transport Global Practice Contacts + 1-202-560-2189 / breja@worldbank.org	Veronica Raffo Senior Infrastructure Specialist Transport Global Practice Contacts +1-202-751-1862 / vraffo@worldbank.org
For the International Transport Forum	
Stephen Perkins Head of Research and Policy Analysis Contacts: +33 (0)1 73 31 25 51 / Stephen.perkins@itf-oecd.org	Veronique Feypell Manager, Road Safety Contacts: +33 (0)1 45 24 95 95 / veronique.feypell@itf-oecd.org
For the World Health Organization	
Etienne Krug Director, Department of the Social Determinants of Health Tel: +41 22 791 35 35 Email: Kruge@who.int	Nhan Tran Head, Safety and Mobility Tel: +41 22 791 3412 Email: Trann@who.int

D. GENERAL


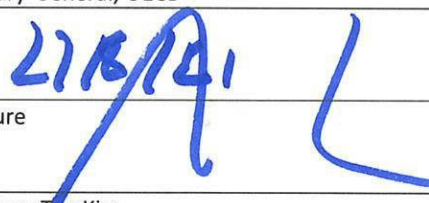
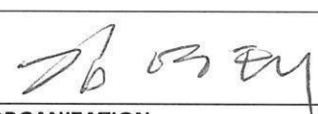
1. The collaboration with FIA on activities under this Memorandum is not intended to confer any special advantage or preference to FIA and the entities it represents in competing with any other entity as regards the procurement of goods, works, or services by the World Bank, OECD, WHO or third parties, where such procurement results from or has a direct relationship to such activities.
2. No Participant will use the name, emblem, logo, or trademark of another Participant, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Participant.
3. This Memorandum does not constitute an agreement or commitment by any of the Participants to enter into or provide support for any specific activity or project. Specific arrangements for individual activities will be set forth in a written document or work plans to be jointly formulated by the Participants. The general provisions set out in this Memorandum will apply, except as otherwise mutually decided by the Participants in such separate written document or work plans.
4. This Memorandum is an expression of common understanding, and is not intended by the Participants to be legally binding, does not in itself give rise to any implication of commitment of resources, financial or otherwise for the Participants and nothing contained herein or any action taken by the Participants pursuant to this Memorandum will create or be construed to imply any agency, partnership, joint venture or fiduciary relationship between the Participants.
5. Nothing in this Memorandum is intended to be, or should be construed (i) as a waiver of the privileges and immunities of the World Bank, FIA, WHO and OECD or their officers and employees, which privileges and immunities are hereby specifically reserved, (ii) and/or be construed as submitting the World Bank, FIA, WHO and ITF-OECD to national court jurisdiction.
6. Each Participant may acknowledge the existence of this Memorandum to the public, provide general information with respect to the collaborative activities contemplated herein. Such disclosure(s) will be made in accordance with the disclosing Participant's disclosure policies. Any public statement, publicity, or disclosure is subject to the prior written agreement of the Participants.
7. Any sharing of confidential information between the Participants will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Participant will take any action to protect confidential and/or classified information of the other Participants.
8. In case of a dispute or controversy between the Participants arising out of or relating to any collaborative activity undertaken pursuant to this Memorandum, the Participants will attempt to reach an amicable resolution in good faith.

E. DURATION AND EFFECTIVE DATE

This Memorandum will come into effect on the signature date of the last Participant, and remain in effect for an initial two year period, following which the Memorandum shall be tacitly renewed for another three year period unless any one Participant objects by giving the other Participants notice in writing at least three months prior to the expiry date of the initial term.

F. TERMINATION

This Memorandum may be terminated at any time by any Participant (the "Terminating Participant"), by giving the other Participants (the "Remaining Participants") three months' written notice of termination. Any such termination will be without prejudice to the orderly completion of any ongoing activity pursuant to this Memorandum as of the time of such notice and without prejudice to the right of the Remaining Participants to continue the activities set out in the Memorandum, without the Terminating Participant.

FEDERATION INTERNATIONALE DE L'AUTOMOBILE	
Mr. Jean Todt Président, Fédération Internationale de l'Automobile	
Date	20.09.21
Signature	
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION	
Mr. Binyam Reja Acting Global Director Transport Global Practice, The World Bank	
Date	25-Aug-2021
Signature	Binyam Reja
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT for the INTERNATIONAL TRANSPORT FORUM	
Mathias Cormann, Secretary-General, OECD	
Date	21/8/21
Signature	
Mr. Young Tae Kim Secretary-General ITF	
Date	01-09-2021
Signature	
THE WORLD HEALTH ORGANIZATION	
Ms Naoko Yamamoto Assistant Director General UHC/Healthier Populations Division, World Health Organization	
Date	25-8-2021
Signature	Naoko Yamamoto

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Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]

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A relevant “World Bank Group Organization” means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development (“IBRD”), International Development Association (“IDA”), International Finance Corporation (“IFC”), Multilateral Investment Guarantee Agency (“MIGA”), and International Centre for Settlement of Investment Disputes (“ICSID”).

By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

2.0 Agreement to Terms of Service and Privacy Policy:

When using the Service, you agree and understand that the Service’s [Terms of Service](#), including the [Service Privacy Policy](#), will govern your use of e-signature.

3.0 Limitation of Liability:

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

4.0 Remedies and No Warranty:

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

5.0 Preservation of Immunities.

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

6.0 Additional Terms:

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

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[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.