

Terms of Use

By accessing, browsing, or using the “WHO BioHub System Operational Platform” (hereinafter referred to as the “Platform”), the user agrees to accept these Terms of Use and disclaimers. The World Health Organization (“WHO”) reserves the right to update these Terms of Use and disclaimers without notice at any time.

1. The Platform has a public and restricted section. The restricted section is intended for the use by registered users only (who shall be from government, private sector, academia, civil society organizations, or other entities) that are interested in participating in operations through the WHO BioHub System.

Registered users are able to:

A) Access the following information (besides the ones described in the public page):

- Detailed information about Biological Materials with Epidemic or Pandemic Potential (BMEPP) shared by the user, including analysis results and data such as genetic sequence data,
- Details of the user’s shipment request process, including completed shipments and in-progress shipments, (e.g. dates of each step, submitted documents);

B) Submit the following information:

- Details of personal and institute profile information (e.g. name, title, contact information, institute location/country),
- Detailed information about BMEPP (e.g. properties of materials, lab work analysis results), and
- Completed documentation (e.g. completed Standard Material Transfer Agreements (SMTAs)).

Registration is subject to approval by WHO. To register, please submit a user request, providing the following information:

- Name,
- Email,

- User type in the Platform (e.g. BioHub System User, BioHub Facility),
- Institute name,
- Country, and
- The purpose of the request.

WHO reserves the right to, at our sole discretion, to terminate or suspend a user account immediately and without prior notice or liability for any reason.

These terms of use govern the use of the Platform only. The terms, conditions, and modalities regarding the sharing of BMEPP are set forth in the relevant SMTA.

2. The content within the restricted section of the Platform is intended for the internal use of registered users only and strictly for planning purposes. Therefore, the content within the restricted section of the Platform may not be used for publication purposes and may not be disclosed, shared, distributed or transmitted to persons who do not belong to the registered user's facility/institute, or duplicated, republished, reused for presentation or used in any other way, including for advertising or commercial purposes, without the prior written consent of WHO. Failure to abide by these terms may result in measures such as the user being removed from accessing the Platform.

Notwithstanding the above, WHO has the right to compile data from the Platform's content and to use and publish such data to the extent that it is in furtherance of the objectives of the WHO BioHub System. In this regard, the user understands and agrees that WHO may retrieve and extract from the Platform, data and information in relation to: (a) BMEPP shared through the project, (b) shipments, and (c) engaged entities for operations; and may upload on to, and disclose such information to the publicly accessible page of the Platform.

3. Registered users will be asked to provide a password. They are responsible for not disclosing the password to any third party and for safeguarding it. They are also responsible for any actions or activities that result from their account. If they have reason to believe that their password or account may have been compromised, they are responsible for changing the password immediately and for notifying the platform administrators through biohub@who.int.

4. WHO collects personal and profile information (both personal and facility/institute data) to provide services related to the Platform. We may also compile and use statistical information relating your use of the Platform for the purposes of: (a) understanding how the Platform is being used and user preferences; (b) improving performance, content or services related to the Platform; and (c) other purposes of a technical nature. However, these statistics are anonymous and do not identify individual users. In registering and using the Platform, you agree to WHO use of your personal and profile information. WHO will treat your personal data confidentially and shall ensure that it is treated in appropriately secure means.

When you provide personal information of another individual to WHO in connection with this Platform you warrant that you have: (a) advised the individual the purpose(s) for which their personal information will be provided; and (b) obtained their expressed consent to provide their personal information for such purposes.

5. WHO makes no warranties or representations regarding the completeness or accuracy of any content in the Platform and shall not be held liable for any damages whatsoever as a result of its use or application. The responsibility for the interpretation and use of the content lies with the reader and/or user. WHO reserves the right to make updates and changes to any content without notice and accepts no liability for any errors or omissions in this regard.
6. The designations employed and the presentation of content on the Platform, including maps and other illustrative materials, do not imply the expression of any opinion whatsoever on the part of WHO concerning the legal status of any country, territory, city or area, or of its authorities, or concerning the delineation of frontiers and borders. Dotted lines on maps represent approximate border lines for which there may not yet be full agreement.
7. WHO reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform, or any means of accessing or utilizing the Platform, with or without prior notice to registered users.
8. Any dispute relating to the interpretation or application of these Terms of Use 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. Nothing in or relating to these Terms of Use shall be deemed a waiver of any of the privileges and immunities enjoyed by WHO under national or international law and/or as submitting WHO to any national court jurisdiction.