

**EUROPEAN UNION
CONTRIBUTION AGREEMENT**

**Comprehensive Research for the Implementation of Cervical, Breast, Colorectal and Prostate
Cancer Prevention Program
IPA III/2024/456-959
(the "Agreement")**

The European Union, represented by the European Commission (the "Contracting Authority"), first counterparty,
and

United Nations Population Fund (UNFPA)
International Organisation
605 Third Avenue, Fifth Floor,
New York, NY, 10158
United States of America (USA),
hereinafter the "**Organisation**"

represented by
UNFPA Bosnia and Herzegovina,
Zmaja od Bosne bb,
71000 Sarajevo,
Bosnia and Herzegovina

and

WORLD HEALTH ORGANIZATION (WHO),
20 Avenue Appia,
1211 Geneva 27, Switzerland

Represented by
WORLD HEALTH ORGANIZATION (WHO)
country office in Bosnia and Herzegovina,
Zmaja od Bosne bb,
71000 Sarajevo,
Bosnia and Herzegovina

,
second counterparty, (individually a "Party" and collectively the "Parties") have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action "*Comprehensive Research on Cervical, Breast, Colorectal, and Prostate Cancers for the implementation of Cervical, Breast, Colorectal and Prostate Cancer Prevention Program in BiH*" as described in Annex I (the "Action"). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is a Multi-Donor Action and the EU Contribution is not earmarked.



- 1.3 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

In the performance of the activities, the Organisation shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment, complemented with the ad-hoc measures laid down in Article 7, and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment, complemented with the ad-hoc measures laid down in Article 7.

1.3bis) This Agreement is a Multi-Partner Contribution Agreement.

World Health Organization (**WHO**) is a pillar-assessed Partner for the purposes of this Agreement.

In the performance of the activities, World Health Organization (**WHO**) shall:

- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment, and
- Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment.

The pillar-assessed Partners declare that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

- 1.4 The Action is financed under the Instrument for Pre-Accession (IPA III) .

- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.

WHO shall provide annually a management declaration to the European Commission Headquarters.

- 1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement (FAFA) signed between the European Union represented by the European Commission and the United Nations on 29 April 2003, as amended by Addendum No. 1 signed on 26 February 2014 and by Addendum No. 2 signed on 31 December 2018, with its further consolidated version applicable as of 1 January 2019.

Article 2 - Entry into Force and Implementation Period

Entry into Force

- 2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

September 2023

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- 2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence on **1st of August, 2024**
- 2.3 The Implementation Period of the Agreement is **12 months**.

Article 3 - Financing the Action

- 3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") 1,069,600.00 USD as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 900,000.00 which is estimated at USD 962,640.00, (the "EU Contribution").

The final amount will be established in accordance with Articles 16 to 18 of Annex II.

Remuneration

- 3.2 The remuneration of the Organisation by the Contracting Authority for the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

Interest on pre-financing

- 3.3 Interest generated on pre-financing shall not be due.

Article 4 - Payment Arrangements and Reporting

- 4.1 The pre-financing rate is **100%**.
- 4.2 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: USD 962,640.00

Forecast balance of the final amount of the EU Contribution, if any (subject to the provisions of Annex II)

The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

- 4.3 The Organisation acknowledges that the European Commission intends to progressively introduce an Electronic Exchange System pursuant to the EU Financial Regulation, accessible via the Single Electronic Data Interchange Area (SEDIA) portal, the "EU Funding & Tender Opportunities" portal (the "System"), for the electronic management of this Agreement.

The European Commission shall inform the Organisation at least three months prior to the date on which other documents and processes related to this Agreement (including reports, electronic payment requests and communications) are to be processed via the System.

Notwithstanding the above the Organisation shall submit the information referred to in Article 3.7 b) of Annex II via the System for all reports under this Agreement.

Article 5 – Communication language and contacts

¹ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.
- 5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

**Delegation of the European Union to Bosnia and Herzegovina
Contract, Finance and Audit Section**

For the attention of:

Head of Contract, Finance and Audit Section
Skenderija 3a, 71000 Sarajevo, Bosnia and Herzegovina
Tel: +387 33 254 700
e-mail: delegation-bosnia-and-herzegovina-finance-and-contract@eeas.europa.eu

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

**Delegation of the European Union to Bosnia and Herzegovina
Social Development, Civil Society and Cross Border Cooperation Section**

For the attention of:

Programme Manager, Operations Section III
Skenderija 3a, 71000 Sarajevo, Bosnia and Herzegovina
Tel: +387 33 254 700
e-mail: biljana.tomic@eeas.europa.eu

For the Organisation

For the attention of the Country Representative
UNFPA Bosnia and Herzegovina
Zmaja od Bosne bb
71000 Sarajevo
Bosnia and Herzegovina

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: *Mr. Moncef Ghrib, Director, Office of Audit and Investigation Services (OASIS), United Nations Population Fund.*
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:
Ms. Birgit Van Hout, Director, UNFPA Representation Office in Brussels, Boulevard du Régent 37-40, 1000 Brussels

Article 6 - Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action (including the Logical Framework of the Action)
- Annex II: General Conditions for Contribution Agreements
- Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements
- Annex III: Budget for the Action
- Annex IV: Financial Identification Form
- Annex V: Standard Request for Payment
- Annex VI: Management Declaration template.

6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II including Annex II.a) and those of the other Annexes, the provisions of Annex II including Annex II.a) shall take precedence.

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement Annex II:

7.1.1 Pursuant to Article 2 of Annex II UNFPA shall apply the following ad hoc measures:

7.1.1.1 In order to address all the findings raised by the Ex-Ante Pillar-Assessment of UNFPA's rules and procedures related to the exclusion from access to funding, the publication of information on recipients and the protection of personal data, UNFPA commits to implement the corresponding recommendations, or equivalent actions addressing such recommendations' underlying findings, including the roadmap, concerning the rules and procedures related to the exclusion from access to funding, publication of information on recipients and the protection of personal data, as reflected in the final report of UNFPA's Ex-Ante Pillar Assessment of 20 September 2022.

7.1.1.2 UNFPA will notify the European Commission, in writing, confirming that it has taken appropriate measures to address all the recommendations and their underlying findings, including the roadmap, referred to under Article 7.1.1.1 of the Special Conditions, consistent with the UN's status under international law, its privileges and immunities and its regulatory framework. Upon receipt of such notification and further to the European Commission's consideration of the information provided by UNFPA, the European Commission and UNFPA will consult and, where appropriate, agree on discontinuing the present ad hoc measures. The Commission recognises that such ad hoc measures are without prejudice to UNFPA's status under international law, its privileges and immunities and its regulatory framework, and that funds will continue to be administered in accordance with UNFPA's regulatory framework.

7.1.1.3 For the implementation of Article 20 of Annex II, UNFPA will require that recipients of funds originating from contributions from the EU under this Agreement provide UNFPA with a declaration confirming that neither they, nor any person having powers of representation, decision-making or control over them, nor any member of their administrative, management or supervisory body have been in one of the exclusion situations referred to in point 2.1 a) of Annex 2a of the Terms of Reference for the Ex-Ante Pillar-Assessment, namely:

- a) bankruptcy, insolvency or winding-up procedures;

- b) breach of obligations relating to the payment of taxes or social security contributions;
- c) grave professional misconduct, including mis-representation;
- d) fraud;
- e) corruption;
- f) conduct related to a criminal organisation;
- g) money laundering or terrorist financing;
- h) terrorist offences or offences linked to terrorist activities;
- i) child labour and other trafficking in human beings;
- j) irregularity;
- k) creating a shell company;
- l) being a shell company.

This obligation shall not apply to natural persons who ultimately benefit from the assistance to be financed under this Agreement.

7.1.1.4 For the implementation of Article 2.2 of the General Conditions, on a regular basis and at least once a year, UNFPA shall publish on its website information related to Grants financed or co-financed by the EU Contribution. Such information for publication includes the title of the agreement/project, the nature and purpose of the agreement/project, the name and locality of the Grant Beneficiary and the amount of the agreement. The term "locality" shall mean the address for legal persons and the region or equivalent, for natural persons. Decisions for publication of such information will be made in full respect of the requirements of the UNFPA for confidentiality, safety and security and in particular the protection of personal data. The requirement to publish information on Grants does not apply to cases where publication would threaten the rights and freedom of individuals or harm the Grant Beneficiary's commercial interests or would jeopardize UNFPA's privileges and immunities.

Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Grants shall follow the rules of the Organisation.

7.1.1.5 For the implementation of Article 2.2 of the General Conditions, on a regular basis and at least once a year, UNFPA shall publish on its website information related to contracts financed or co-financed by the EU contribution. Such information for publication includes the name of the Contractor, the value of the contract, the nature of the works, goods or services provided and the solicitation method. Decisions for publication of such information will be made in full respect of the requirements of UNFPA for confidentiality, safety and security and in particular the protection of personal data.

The requirement to publish information of the awarded Contractor does not apply to:

- awarded contracts below EUR 100.000
- cases where publication would threaten the rights and freedom of individuals or harm the recipient's commercial interest or would jeopardize UNFPA's privileges and immunities.

Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on contracts shall follow the rules of the Organisation.

7.1.1.6 UNFPA shall ensure an appropriate protection of personal data in accordance with its

applicable rules and procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and processed in a manner that ensures appropriate security of the personal data.

7.1.2 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and/or the Partner(s) may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 16.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation and/or the Partner(s) may declare as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.3 For the purpose of this Agreement, the Organisation acts as UN Administrative Agent, under the following conditions:

- a) The Organisation shall serve as the administrative interface between the Contracting Authority, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.
- b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:

- i) receive financial contributions from all donors that wish to provide financial support to the Action;
 - ii) administer the funds received, in accordance with its applicable Regulations and Rules, including the provisions relating to winding up the Action and related matters;
 - iii) subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document², as amended in writing by the Steering Committee;
 - iv) consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the TOR/Joint Programme Document, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;
 - v) provide final reporting, including notification that the Action has been operationally completed;
 - vi) disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.
- c) A coordination mechanism (referred to as the "Steering Committee")³ to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex I ("Description of the Action").
- d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Partners.
- e) By derogation from Article 3 of Annex II, the Organisation shall provide the Contracting Authority with the following reports, in the same language as the Agreement, based on the reports provided by each UN Participating Organisation and prepared in accordance with the accounting and reporting procedures applicable to it:
- i) annual consolidated narrative progress reports to be provided no later than five months (31 May) after the end of the calendar year;
 - ii) annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Fund/Programme Account, to be provided no later than five months (31 May) after the end of the calendar year;
 - iii) final consolidated narrative report to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first;
 - iv) in case of Multi-Donor Actions which continue after the end of the implementation period of this Agreement, a final consolidated financial report, based on uncertified final financial statements and final financial reports, to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first.

² For the purposes of this Agreement, an approved programmatic document shall refer to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

³ The Steering Committee (SC) is co-chaired by the Government and the UN Resident Coordinator (RC) or the Deputy Special Representative of the Secretary General (DSRSG). Members include the UN and government representatives and may also include donors. The decision on the inclusion of donors is taken at the country level. Steering Committee composition ensures the principles of national ownership, inclusiveness and balanced representation, as well as the need to have a manageable size for decision-making effectiveness.

The Parties accept the validity of any qualified electronic signature used for the signature of this Agreement and recognise the latter as equivalent to a hand-written signature.

Done in Sarajevo in three originals in the English language, two for the Contracting Authority, one for the Organisation and one for each Partner.

For the Organisation

Ms. Birgit Van Hout
Director, UNFPA Representation Office in
Brussels
Signature
Date 23-7-2024

For the Contracting Authority

Name Mr Stefano Ellero
Position Head of Cooperation
Signature
Date
Date: 2024-07-22 16:45:50 +02:00

For WHO

Dr Hans Henri P. Kluge
Regional Director
Signature
Date 12/8/24