

PA MUDr. Solonec



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	2017/703167-0
Purchase Order	201695638
Reg. File	2017-703167
Unit Reference	WHOCO SVK

The WORLD HEALTH ORGANIZATION hereby agrees to provide to
L'ORGANISATION MONDIALE DE LA SANTÉ s'engage par la présente à fournir à
NARODNY USTAV TUBERKULOZY, PLUCNYCH CHOROB A HRUDNIKOVEJ CHIRURGIE VYSNE HAGY
VYSNEHAGY

Vysne Hagy
Slovakia

REGISTRAČNÉ ČÍSLO

ZMLUVY / DODATKU

DÁTUM REGISTRÁCIE

DÁTUM ZVEREJNENIA

2025/050/2017

16.3.17

PODPIS

PODPIS

The Maximum amount of/Un montant Maximum de: USD 10,000.00 (Ten Thousand) **in respect of/en vue de:** Training of Roma health mediators

For the period financed by this Agreement **From/De:** 15-MAR-2017
Période du projet financée par le présent Accord **To/A:** 15-JUL-2017

Summary of work/ Description sommaire des travaux:

Description of work under this Agreement/ Description des travaux faisant l'objet du présent Accord:

Drafting a textbook/manual for Roma Health Mediators (RHM) on their work for patients with tuberculosis and practical training of a representative group of RHM and their leaders ensuring multiplication and sustainability of work with Roma people in communities. Contribution to the annual conference of RHM to present the programme and gain support of health professionals and local authorities.

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-MAR-2017	50.00	5,000.00
2	Submission of financial statement	15-JUL-2017	50.00	5,000.00

Annexes

The following annexes form an integral part of this Agreement/ Les annexes listées ci-dessous font partie intégrante de l'Accord:

Annex/Annexes	File Name/ Nom du fichier
1	2017/703167 Contractual - Budget Breakdown budget breakdown
2	2017/703167 Contractual - Terms of Reference terms of reference
3	2017/703167 Contractual - Financial Report financial statement

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 dispositions des annexes et celles 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 Type	Expenditure Organization	%	USD
1	EUSVK1611323	1.1	63922	513-Contractual Serv, General	EU_SVK WHO	44	4,400.00



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					Country Office, Slovakia		
2	EUSVK1611323	2.1	63922	513-Contractual Serv, General	EU_SVK WHO Country Office, Slovakia	56	5,600.00

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

ON BEHALF OF WHO/ POUR L'OMS

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

Darina Sedlakova
Head
EU_SVK WHO Country Office, Slovakia

Approved by:
Approuvé par:

Darina SEDLAKOVA
Head
EU_SVK WHO Country Office, Slovakia

Authorized Signatory:
Signataire autorisé:


Katerina Gnanapragasam
Global Procurement and Logistics
(WHO/GMO/GSC/GPL)

Katerina Gnanapragasam
Procurement Assistant
HQ/GSC Global Service Centre
08-MAR-2017

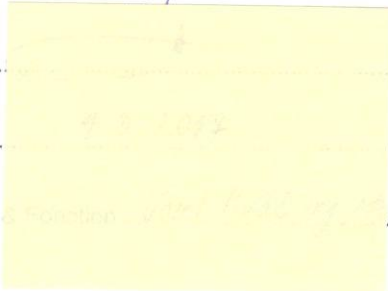
Les parties soussignées, ayant lu les modalités et les Conditions Générales, ratifient l'Accord et confirment leur acceptation.

CONTRACTOR/ CONTRACTANT,

Signature :

Date:

Name & Title/ Nom & Fonction



Declaration of interests for WHO experts

WHO's work on global health issues requires the assistance of external experts who **may have interests related to their expertise**. To ensure the highest integrity and public confidence in its activities, WHO requires that experts serving in an advisory role disclose any circumstances that could give rise to a potential conflict of interest related to the subject of the activity in which they will be involved.

All experts serving in an advisory role must disclose any circumstances that could represent a **potential conflict of interest** (i.e., any interest that may affect, or may reasonably be perceived to affect, the expert's objectivity and independence). You must disclose on this Declaration of Interest (DOI) form any financial, professional or other interest relevant to the subject of the work or meeting in which you have been asked to participate in or contribute towards and any interest that could be affected by the outcome of the meeting or work. You must also declare relevant interests of your immediate family members (see definition below) and, if you are aware of it, relevant interests of other parties with whom you have substantial common interests and which may be perceived as unduly influencing your judgement (e.g. employer, close professional associates, administrative unit or department).

Please complete this form and submit it to WHO Secretariat if possible at least 4 weeks but no later than 2 weeks before the meeting or work. You must also promptly inform the Secretariat if there is any change in this information prior to, or during the course of, the meeting or work. All experts must complete this form before participation in a WHO activity can be confirmed.

Answering "Yes" to a question on this form does not automatically disqualify you or limit your participation in a WHO activity. Your answers will be reviewed by the Secretariat to determine whether you have a conflict of interest relevant to the subject at hand. One of the outcomes listed in the next paragraph can occur depending on the circumstances (e.g. nature and magnitude of the interest, timeframe and duration of the interest).

The Secretariat may conclude that no potential conflict exists or that the interest is irrelevant or insignificant. If, however, a declared interest is determined to be potentially or clearly significant, one or more of the following three measures for managing the conflict of interest may be applied. The Secretariat (i) allows full participation, with public disclosure of your interest; (ii) mandates partial exclusion (i.e., you will be excluded from that portion of the meeting or work related to the declared interest and from the corresponding decision making process); or (iii) mandates total exclusion (i.e., you will not be able to participate in any part of the meeting or work).

All potentially significant interests will be **disclosed** to the other participants at the start of the activity and you will be asked if there have been any changes. A summary of all declarations and actions taken to manage any declared interests will be **published** in resulting reports and work products. Furthermore, if the objectivity of the work or meeting in which you are involved is subsequently questioned, the contents of your DOI form may be made available by the Secretariat to persons outside WHO if the Director-General considers such disclosure to be in the best interest of the Organization, after consulting with you. Completing this DOI form means that you agree to these conditions.

If you are unable or unwilling to disclose the details of an interest that may pose a real or perceived conflict, you must disclose that a conflict of interest may exist and the Secretariat may decide that you be totally recused from the meeting or work concerned, after consulting with you.

Name:	Mr Jozef Poráč, Director
Institution:	Národný ústav tuberkulózy, pľúcnych chorôb a hrudníkovej chirurgie Vyšné Hágy
Email:	porac@hagy.sk; sulovic@hagy.sk

Date and title of meeting or work, including description of subject matter to be considered (if a number of substances or processes are to be evaluated, a list should be attached by the organizer of the activity):

Planned start date: 15 March 2017

Planned end date: 15 July 2017

Short description of the work to be performed: Training of Roma health mediators

Detailed description of the work to be performed: Drafting a textbook/manual for Roma Health Mediators (RHM) on their work for patients with tuberculosis and practical training of a representative group of RHM and their leaders ensuring multiplication and sustainability of work with Roma people in communities. Contribution to the annual conference of RHM to present the programme and gain support of health professionals and local authorities.

Please answer each of the questions below. If the answer to any of the questions is "yes", briefly describe the circumstances on the last page of the form.

The term "you" refers to yourself and your immediate family members (i.e., spouse (or partner with whom you have a similar close personal relationship) and your children). "Commercial entity" includes any commercial business, an industry association, research institution or other enterprise whose funding is significantly derived from commercial sources with an interest related to the subject of the meeting or work. "Organization" includes a governmental, international or non-profit organization. "Meeting" includes a series or cycle of meetings.

1. EMPLOYMENT AND CONSULTING

Within the past 4 years, have you received remuneration from a commercial entity or other organization with an interest related to the subject of the meeting or work?

- 1a Employment Yes No
- 1b Consulting, including service as a technical or other advisor Yes No

2. RESEARCH SUPPORT

Within the past 4 years, have you or has your research unit received support from a commercial entity or other organization with an interest related to the subject of the meeting or work?

- 2a Research support, including grants, collaborations, sponsorships, and other funding Yes No
- 2b Non-monetary support valued at more than US \$1000 overall (include equipment, facilities, research assistants, paid travel to meetings, etc.) Yes No
- Support (including honoraria) for being on a speakers bureau, giving speeches or training for a commercial entity or other organization with an interest related to the subject of the meeting or work?

3. INVESTMENT INTERESTS

Do you have current investments (valued at more than US \$10 000 overall) in a commercial entity with an interest related to the subject of the meeting or work? Please also include indirect investments such as a trust or holding company. You may exclude mutual funds, pension funds or similar investments that are broadly diversified and on which you exercise no control.

- 3a Stocks, bonds, stock options, other securities (e.g., short sales) Yes No
- 3b Commercial business interests (e.g., proprietorships, partnerships, joint ventures, board memberships, controlling interest in a company) Yes No

4. INTELLECTUAL PROPERTY

Do you have any intellectual property rights that might be enhanced or diminished by the outcome of the meeting or work?

- 4a Patents, trademarks, or copyrights (including pending applications) Yes No
- 4b Proprietary know-how in a substance, technology or process Yes No

5. PUBLIC STATEMENTS AND POSITIONS (during the past 3 years)

- 5a As part of a regulatory, legislative or judicial process, have you provided an expert opinion or testimony, related to the subject of the meeting or work, for a commercial entity or other organization? Yes No
- 5b Have you held an office or other position, paid or unpaid, where you represented interests or defended a position related to the subject of the meeting or work? Yes No

6. ADDITIONAL INFORMATION

- 6a If not already disclosed above, have you worked for the competitor of a product that is the subject of the meeting or work, or will your participation in the meeting or work enable you to obtain access to a competitor's confidential proprietary information, or create for you a personal, professional, financial or business competitive advantage? Yes No
- 6b To your knowledge, would the outcome of the meeting or work benefit or adversely

affect interests of others with whom you have substantial common personal, professional, financial or business interests (such as your adult children or siblings, close professional colleagues, administrative unit or department)? Yes No

6c Excluding WHO, has any person or entity paid or contributed towards your travel costs in connection with this WHO meeting or work? Yes No

6d Have you received any payments (other than for travel costs) or honoraria for speaking publicly on the subject of this WHO meeting or work? Yes No

6e Is there any other aspect of your background or present circumstances not addressed above that might be perceived as affecting your objectivity or independence? Yes No

7. TOBACCO OR TOBACCO PRODUCTS (answer without regard to relevance to the subject of the meeting or work)

Within the past 4 years, have you had employment or received research support or other funding from, or had any other professional relationship with, an entity directly involved in the production, manufacture, distribution or sale of tobacco or tobacco products or representing the interests of any such entity? Yes No

EXPLANATION OF "YES" RESPONSES: If the answer to any of the above questions is "yes", check above and briefly describe the circumstances on this page. If you do not describe the nature of an interest or if you do not provide the amount or value involved where relevant, the conflict will be assumed to be significant.

Nos. 1-4: Type of interest, question number and category (e.g., Intellectual Property 4.a copyrights) and basic descriptive details.	Name of company, organization, or institution	Belongs to you, a family member, employer, research unit or other?	Amount of income or value of interest (if not disclosed, is assumed to be significant)	Current interest (or year ceased)
Nos. 5-6: Describe the subject, specific circumstances, parties involved, time frame and other relevant details				

CONSENT TO DISCLOSURE. By completing and signing this form, you consent to the disclosure of any relevant conflicts to other meeting participants and in the resulting report or work product.

DECLARATION. I hereby declare on my honour that the disclosed information is true and complete to the best of my knowledge.

Should there be any change to the above information, I will promptly notify the responsible staff of WHO and complete a new declaration of interest form that describes the changes. This includes any change that occurs before or during the meeting or work itself and through the period up to the publication of the final results or completion of the activity concerned.

Date:

13 2019

Signature

[Handwritten signature]

AGREEMENT for PERFORMANCE of WORK

between the Regional Office for Europe of the World Health Organization
and Národný ústav tuberkulózy, pľúcnych chorôb a hrudníkovej chirurgie
Vyšné Hágy/ attn. Mr Jozef Poráč, Director
(National Institute for Tuberculosis, Lung Diseases and Thoracic Surgery)

Deliverable:

1. Support and strengthen the country capacity in the adaptation and implementation of guidelines and tools in line with the post-2015 global strategy, current national strategic plans and national health reform.
2. Training and dissemination of good practice to stop TB as a public health problem by 2025 through implementation of sustainable measures included in health systems and involvement of relevant stakeholders and promote TB control worldwide.

Activity:

- 1.1 Adapting national policies, strategies and plans in the field of tb – Political dialogue.
- 2.1 Improving the quality of health care for patients with tuberculosis – preparatory steps for the establishment of WHO CC – including Conference for 100 participants.

Budget breakdown

WHO will support the work by providing a maximum amount of US\$ 10 000 as per the following budget breakdown:

- Meeting of experts / trainers in order to develop training course and draft the manual for RHM, date: March 2017:..... **US\$ 2 500**
- work of 5 experts, 5 expert days, US\$ 100/day.....5 exp. x 5 days x US\$ 100 = US\$ 2 500
- External review of the draft:**US\$ 300**
- work of 2 experts, 3 days, US\$ 50/day.....2 exp. x 3 days x US\$ 50 = US\$ 300
- Printing the manuals:**US\$ 3 000**
- 1 000 copies, unit price US\$ 3..... US\$ 3 x 1 000 copies = US\$ 3 000
- Organization of two one-day trainings for 40 RHM, date: June 2017, August 2017:**US\$ 1 200**
- buses to bring RHM to the training venue: US\$ 800
- refreshment: two one-day trainings, 40 RHM (each); 2 CBs each,
US\$ 5/pers./training.....(40 x US\$ 5) x 2 = US\$ 400
- Support to the annual RHM Conference, 100 participants **US\$ 2 000**
- rent of premises and technique US\$ 550
- refreshment: 100 participants, 3 CBs, US\$ 11/person/conf.100 pers x US\$ 11 = US\$ 1 100
- miscellaneous costs (printing, photocopying, postal charges, stationery, folders, etc).....US\$ 350
- Coordination, administrative, secretarial assistance :**US\$ 1 000**
- work of 2 persons, 10 days, US\$ 50/day.....2 pers. x 10 days x US\$ 50 = US\$ 1 000

TOTAL:..... US\$ 10 000

AGREEMENT for PERFORMANCE of WORK

between the Regional Office for Europe of the World Health Organization
and Národný ústav tuberkulózy, pľúcnych chorôb a hrudníkovej chirurgie
Vyšné Hágy/ attn. Mr Jozef Poráč, Director
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- 2.1 Improving the quality of health care for patients with tuberculosis – preparatory steps for the establishment of WHO CC – including Conference for 100 participants.

TERMS OF REFERENCE

Description of work under this agreement:

Short description :

Training of Roma health mediators.

Detailed description:

Drafting a textbook/manual for Roma Health Mediators (RHM) on their work for patients with tuberculosis and practical training of a representative group of RHM and their leaders ensuring multiplication and sustainability of work with Roma people in communities. Contribution to the annual conference of RHM to present the programme and gain support of health professionals and local authorities.

The tasks will be performed by Dr. Ivan Solovič, who was appointed by the Ministry of Health of the SR as national coordinator of the BCA activities.

Timing:

Planned start date: 15 March 2017

Planned end date: 15 July 2017

Terms of payment:

The amount of US\$ 10 000 will be paid in two instalments:

Instalments	US\$	Payable
1st	US\$ 5 000 (= 50% of the full amount of the contract)	upon receipt of the countersigned contract

2nd	US\$ 5 000 (= 50% of the full amount of the contract)	upon satisfactory completion of the work and receipt of the financial statement
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Contact person: Dr Ivan Solovič; solovic@hagy.sk



WORLD HEALTH ORGANIZATION

Regional Office for Europe

Scherfigsvej 8

DK-2100 Copenhagen Ø

Backrouting Unit: Reg.file #2017-703167

FINANCIAL STATEMENT

In connection with the Agreement for Performance of Work drawn up and signed between the World Health Organization, Regional Office for Europe (WHO/EURO) and:

Name: Národní ústav tuberkulózy, plicnych chorôb a hrudníkovej chirurgie Vyšné HÁgy
(attn. Mr. Jozef Poráč)

Address: 059 84 Vyšné HÁgy 1

Signed on: _____ and _____
by WHO/EURO and the contractual partner respectively

For a total amount of: US\$: 10 000

This is to confirm that the above-mentioned funds were used as follows – **for the final settlement of APW the contractual partner should fill in the shaded areas:**

	Original budget <i>(to be completed by WHO/EURO technical unit)</i>	Actual expenditure <i>(to be completed by contractual partner on completion of work)</i>
Personnel costs	US\$: _____	US\$: _____
Travel costs	US\$: _____	US\$: _____
Coordination, Secretarial and admin. services	US\$: 1 000	US\$: _____
Printing the manuals	US\$: 3 000	US\$: _____
Other	US\$: _____	US\$: _____
Meeting of experts / trainers in order to develop training course and draft the manual for RHM	US\$: 2 500	US\$: _____
External review of the draft	US\$: 300	US\$: _____
Two one-day trainings for RHM	US\$: 1 200	US\$: _____
Annual RHM Conference	US\$: 2 000	US\$: _____
Total	US\$: 10 000	US\$: _____

Any unused balance is being/has been returned to WHO/EURO as agreed. Original receipts have been retained and will be made available if requested by WHO.

Signature: _____

Date: _____



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GENERAL CONDITIONS

1. It is understood that the execution of the work does not create any employer/employee relationship. In this respect, the contractor 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. Insurance coverage for any such loss, accident, damage or injury will be the contractor's responsibility, including where appropriate, insurance coverage for persons used by the contractor to carry out the work.

Without prejudice to the foregoing, WHO may in certain cases provide insurance coverage for the contractor for travel in WHO vehicles. WHO declines all responsibility for non-payment by the insurance company of all or part of a claim submitted by or for the contractor for any accident. In case of such non-payment, the contractor shall be obliged to immediately reimburse all or part of any advance which WHO may have paid to the contractor.

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 revise 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 this latter case, any financial statement required shall reflect expenditures according to the relevant main categories of expenditure. Contractors who are legal entities (hereinafter referred to as "Company Contractors") must submit an invoice to the contracting WHO department or the WHO Global Service Center in order to receive payment. Invoices are not required from contractors who are individuals (hereinafter referred to as "Individual Contractors"), who can be paid upon receipt by the contracting WHO department of the required deliverables (including any required technical reports and financial statements) in a satisfactory manner.

The invoice from Company Contractors shall reflect any tax exemption to which WHO may be entitled by reason of the immunity it enjoys. WHO is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Company Contractor will consult with WHO so as to avoid the imposition of such charges with respect to this agreement and the work performed hereunder. As regards excise duties and other taxes imposed on the provision of goods and services (e.g. value added tax), the Company Contractor agrees to verify in consultation with WHO whether in the country where the tax would be payable, WHO is exempt from such tax at the source, or entitled to claim reimbursement thereof. If WHO is exempt from value added tax, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the Company Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

WHO shall have no responsibility whatsoever for any taxes, duties or other contributions payable by contractors. Payment of any taxes, duties and other contributions which a contractor may be required to pay shall be the sole responsibility of that contractor who shall not be entitled to any reimbursement thereof by WHO.

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's 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, or any additional period granted by WHO and/or if any financial statement required is not satisfactorily submitted to WHO in accordance with general condition 5 below, 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 contractor 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

CONDITIONS GENERALES

1. Il n'est pas institué de relations d'employeur à employé aux fins de l'exécution des travaux. À cet égard, le contractant 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 subis au cours ou en raison de l'exécution des travaux ou d'un déplacement les concernant. La mise en place d'une couverture d'assurance pour toute perte, tout accident, tout dommage ou toute blessure subis au cours ou en raison de l'exécution des travaux sera de la responsabilité du contractant y compris le cas échéant, toute couverture d'assurance pour les personnes auxquelles le contractant recourt pour l'exécution des travaux.

Sans préjudice de ce qui précède, l'OMS peut, dans certains cas, fournir une couverture d'assurance au contractant en cas de déplacement dans un véhicule de l'OMS. L'OMS décline toute responsabilité pour le non-paiement par la compagnie d'assurance de la totalité ou d'une partie d'une demande d'indemnisation soumise par ou pour le contractant suite à un accident. En cas de non-paiement, le contractant sera obligé d'immédiatement rembourser la totalité ou une partie des avances que l'OMS pourrait lui avoir 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 réviser 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 précisés dans l'accord et tout solde non utilisé sera remboursé à l'OMS. Dans ce dernier cas, les états financiers requis devront indiquer les montants engagés pour les principaux postes de dépense. Afin d'être payé, les contractants qui sont des personnes morales (ci-après dénommés "Personnes Morales") doivent présenter une facture au département contractant de l'OMS ou au centre mondial de services de l'OMS. Les contractants qui sont des personnes physiques (ci-après dénommés "Personnes Physiques") ne sont pas tenus de présenter de facture et peuvent être payés au moment de la réception, sous une forme satisfaisante, des livrables requis (y compris tout rapport technique et état financier requis) par le département contractant de l'OMS.

La facture des Personnes Morales devra refléter toute exonération d'impôt à laquelle l'OMS pourrait avoir droit en vertu de l'immunité dont elle jouit. De manière générale, l'OMS est exonérée de tout impôt direct, de tout droit de douane et de tous droits et taxes similaires, et la Personne Morale devra se mettre en rapport avec l'OMS afin d'éviter l'application des dites charges en rapport avec le présent accord et les travaux qui en résultent. En ce qui concerne les impôts et autres charges indirects imposés sur la fourniture de biens et de services, (par ex: taxe à la valeur ajoutée), la Personne Morale accepte de vérifier en consultation avec l'OMS si, dans le pays où la charge serait exigible, l'OMS est exonérée de ladite charge à la source ou est en droit d'en réclamer le remboursement. Si l'OMS est exonérée de la taxe à la valeur ajoutée, cela devra être indiqué sur la facture, tandis que si l'OMS est en droit d'en réclamer le remboursement, la Personne Morale accepte de mentionner cette charge de façon séparée sur ses factures et, si nécessaire, de coopérer avec l'OMS afin d'en obtenir le remboursement.

L'OMS n'encourra aucune responsabilité pour quelque taxe, droit ou autre contribution dû par les contractants. Le paiement de quelque taxe, droit ou autre contribution qu'un contractant pourrait être tenu de payer sera de l'entière responsabilité de celui-ci et il n'aura droit à aucun remboursement de la part de l'OMS à ce titre.

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-dessous, l'OMS peut accorder 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 moins, à moins qu'il ne ressorte clairement de l'accord qu'il était particulièrement important d'achever les travaux à la date initialement prévue, auquel cas l'OMS peut accorder un délai plus court ou refuser la moindre prorogation. Si les travaux ne sont pas accomplis et fournis de façon satisfaisante à la date prévue ou à l'expiration de tout délai supplémentaire accordé par l'OMS, et/ou si tout état financier requis n'est pas soumis de façon satisfaisante à l'OMS conformément à la condition générale 5 ci-dessous, 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 contractant 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



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	2017/703167-0
Purchase Order	201695638
Reg. File	2017-703167
Unit Reference	WHOCO SVK

required shall be submitted within thirty (30) days thereafter at 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.

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 (30) 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 livrables exigés aux termes de l'accord, y compris les rapports techniques et les états financiers.

6. Each Individual Contractor 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, center or other entity where staff is subject to WHO Staff Regulations and Rules) that confers upon the Individual Contractor the status of a WHO staff member. The Individual Contractor 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.

6. Toute Personne Physique certifie qu'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 où le personnel est soumis au Statut et au Règlement du Personnel de l'OMS) lui conférant le statut de membre du personnel de l'OMS. Toute Personne Physique comprend qu'une fausse déclaration de sa part peut entraîner l'annulation de tous les contrats, et/ou le retrait de toute offre de contrat, avec l'OMS.

7. If and to the extent the work to be performed under this agreement includes surveys or interviews involving human participants (hereinafter referred to as "research"), the following shall apply:

7. Si et dans la mesure où les travaux à effectuer dans le cadre du présent accord incluent des études ou interviews impliquant des êtres humains (ci-après dénommés "recherches" ou "étude de sujets humains"), les points suivants sont applicables:

7.1 Ethical Aspects

7.1 Aspects éthiques

It is the responsibility of the contractor to safeguard the rights and welfare of human subjects involved in research performed under this agreement, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and any subsequent amendments. Prior to commencing any such research, the contractor shall ensure that (a) the rights and welfare of the subjects involved in the research are adequately protected, (b) freely given informed consent has been obtained for all participants, (c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the contractor, and (d) any special national requirements have been met.

Il incombe au contractant de s'assurer qu'au cours des travaux effectués dans le cadre de cet accord et impliquant l'étude de sujets humains, les droits et la santé de ces derniers soient protégés conformément au code d'éthique ou à la législation du pays, ou, à défaut, à la Déclaration d'Helsinki et aux amendements qui pourraient lui être ultérieurement apportés. Avant de commencer toute recherche, le contractant doit s'assurer que: a. les droits et le bien-être des sujets impliqués sont suffisamment protégés; b. le consentement libre et éclairé a été obtenu pour tous les participants; c. des experts indépendants désignés par le contractant ont évalué les risques et les avantages potentiels et ont jugé qu'ils s'équilibrent de manière acceptable et; d. toute exigence particulière de la réglementation nationale a été satisfaite.

7.2 Regulatory Requirements

7.2 Exigences réglementaires

It is the responsibility of the contractor to comply with the relevant national regulations pertaining to research involving human subjects.

Il incombe au contractant de respecter la réglementation nationale relative aux recherches impliquant l'étude de sujets humains.

7.3 Protection of Subjects

7.3 Protection des sujets humains

Without prejudice to obligations under applicable laws, the contractor shall make appropriate arrangements to eliminate or mitigate any negative consequences to subjects or their families resulting from the conduct of the research under this agreement. Such arrangements shall to the extent feasible include appropriate counseling, medical treatment and financial relief. The contractor furthermore undertakes to protect the confidentiality of the information relating to the possible identification of subjects involved in the research.

Sans préjudice des obligations lui incombant aux termes des lois en vigueur, le contractant prendra des mesures appropriées en vue d'éliminer ou d'atténuer toute conséquence négative pour les sujets ou leur famille résultant de la conduite des recherches dans le cadre de cet accord. Ces mesures comprendront, dans la mesure du possible, des conseils appropriés, un traitement médical et un dédommagement financier. Le contractant s'engage en outre à protéger le caractère confidentiel des informations qui pourraient permettre d'identifier les sujets impliqués dans les études.

8. Any matter relating to the interpretation or application of this agreement which is not covered by its terms shall be resolved by reference to Swiss law. 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.

8. Toute question concernant l'application ou l'interprétation du présent accord que les dispositions de ce dernier ne permettent pas de résoudre doit être résolue par référence au droit suisse. Tout différend relatif à l'application ou à l'interprétation du présent accord qui n'aurait pu être résolu à l'amiable fera l'objet 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.

9. Nothing contained in or relating to this agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction.

9. Aucun des termes du présent accord ne sera considéré comme constituant une renonciation à quelque privilège ou immunité que ce soit dont jouit l'OMS et/ou comme constituant une soumission de l'OMS à la compétence d'un quelconque tribunal national.



**World Health
Organization**

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**COVERING LETTER
LETTRE D'ACCOMPAGNEMENT**

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Return Address/Adresse de retour:

World Health Organization
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837 52

Ivan Solovic
NARODNY USTAV TUBERKULOZY,
PLUCNYCH CHOROB A HRUDNIKOVEJ
CHIRURGIE VYSNE HAGY
VYSNEHAGY
Vysne Hagy
Vysne Hagy
059 84
Slovakia

Phone / Téléphone: +421 2 5937 3140
Email / Courriel: localprocurementSVK@euro.who.int

Re: Training of Roma health mediators

We are enclosing the Agreement for Performance of Work between the World Health Organization and NARODNY USTAV TUBERKULOZY, PLUCNYCH CHOROB A HRUDNIKOVEJ CHIRURGIE VYSNE HAGY, VYSNEHAGY, in the amount of USD 10,000.00 (Ten Thousand), for conducting the above-mentioned work. We also attach three attachment(s) referenced in the Agreement.

We kindly request that you return, duly signed, one copy and keep one copy for your files.

For any technical or scientific questions, please contact Darina SEDLAKOVA, dse@euro.who.int.

On behalf of the World Health Organization, we would like to thank you for your collaboration.

WHO Global Service Centre

cc: WHO Slovakia

Concerne: Training of Roma health mediators

Veillez trouver ci-joint l' Accord pour Exécution de Travaux entre l'Organisation mondiale de la Santé et NARODNY USTAV TUBERKULOZY, PLUCNYCH CHOROB A HRUDNIKOVEJ CHIRURGIE VYSNE HAGY, VYSNEHAGY, pour un montant de USD 10,000.00, vous permettant de mener à bien le travail susmentionné. Veillez également trouver 3 pièce(s) jointe(s) mentionnée(s) dans l'Accord.

Veillez nous retourner, dûment signée, une copie de l'Accord et en conserver une pour vos dossiers.

Pour toutes questions à caractère scientifique ou technique, veuillez contacter Darina SEDLAKOVA, dse@euro.who.int.

Au nom de l'Organisation mondiale de la Santé, nous vous remercions de votre collaboration.

Centre mondial de services de l'OMS

cc: OMS Slovakia