



Pan American
Health
Organization



World Health
Organization
REGIONAL OFFICE FOR THE Americas

LETTER OF AGREEMENT BETWEEN UNIVERSIDAD DE LA REPUBLICA and THE PAN AMERICAN HEALTH ORGANIZATION / WORLD HEALTH ORGANIZATION

The Pan American Health Organization, Regional Office for the Americas of the World Health Organization ("PAHO/WHO"), located at 525 23rd St. NW Washington, DC 20037-2895 and represented by Anselm Joseph Mark Hennis and UNIVERSIDAD DE LA REPUBLICA ("Beneficiary"), located at 18 de Julio 1968, 11200 Montevideo Montevideo Uruguay, duly represented by Rodrigo Arim Ihlenfeld enter into the present Letter of Agreement SCON2022-00240, subject to the following terms and conditions:

Article 1: Purpose and Title of the Letter of Agreement

The purpose of this Letter of Agreement is to establish the terms and conditions pursuant to which PAHO/WHO and the Beneficiary will cooperate on the implementation on the following initiative: Research to Inform Policies on Front-Of-Package Labelling of Food and Drink Products ("Initiative").

Article 2: Commitments of the Beneficiary

The Beneficiary, in accordance with the technical and budgetary characteristics established in Annex I and Annex II, which constitute an integral part of this Letter of Agreement, shall comply with the activities and timetable outlined therein. The Beneficiary shall disclose to PAHO/WHO any other sources of funding for the Initiative supported by this Letter of Agreement and shall not apply third party funds to pay for any activities established in Annex I.

Article 3: Commitments of PAHO/WHO

Pursuant to its regulations, rules, policies and procedures, PAHO/WHO shall transfer to the Beneficiary the total amount of: Peso Uruguayo 410,500.00, according to the schedule of transfers and presentation of reports required in Annex I.

Banking Information:

- Bank: Banco de la República Oriental del Uruguay
- Beneficiary:
- Account: 00155946300004

Article 4: Officers

The Beneficiary designates the following individual as responsible for the administration and monitoring of this Letter of Agreement, until notification to PAHO the contrary:

Beneficiary Officer: Gastón Ares

PAHO/WHO designates the following individual as responsible for the administration and monitoring of this Letter of Agreement, until notification to the Beneficiary the contrary:

Exp.: 100530-000003-22

PAHO/WHO Officer: Fabio Da Silva Gomes

Article 5: Reports

The Beneficiary shall prepare and submit to PAHO/WHO at least one Progress Report (number and dates of submission of the Progress Reports are specified in Annex I) and a Final Report no later than sixty (60) days after the ending date of this Letter of Agreement. PAHO/WHO may also request that the Beneficiary submit a status of the Letter of Agreement's year-end expenditures in a format provided by PAHO/WHO. Any and all funds that were not expended shall be returned to PAHO/WHO after approval by PAHO/WHO of the final technical and financial reports. If technical officer finds the "product" not in conformity with LOA the technical /and financial report might not be approved.

All of the reports must be submitted according to PAHO/WHO formats (Annex III, Annex IV and Annex V of this Letter of Agreement). PAHO/WHO may request the Beneficiary to submit supporting documents related to all activities and expenditures, including payment receipts.

Article 6: Review/Audit

PAHO may request a financial and operational review or audit of the Project and related activities, to be conducted by PAHO and/or parties authorized by PAHO, and the Beneficiary undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the Project and related activities, or within five (5) years of completion thereof. In order to facilitate such financial and operational review or audit, the Beneficiary shall keep accurate and systematic accounts and records in respect of the Project and related activities.

Article 7: Relationship and Responsibility of the Parties

The execution of this Letter of Agreement does not create any employer/employee, servant, agency or other relationship between the Beneficiary and PAHO/WHO, and PAHO/WHO shall not be responsible for any loss, accident, damage or injury suffered by the Beneficiary or any person employed by the Beneficiary that arises out of or in connection with the execution of this Letter of Agreement or in any manner whatsoever.

Article 8: Purchase of Goods and/or Services

To the extent the Beneficiary is required to purchase any goods and/or services in connection with the implementation of the activities funded under this Letter of Agreement, the Beneficiary shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

Article 9: Confidentiality

Each party may in the context of this Agreement disclose to the other party information which it considers confidential and proprietary to it or parties collaborating with it. When providing such information in the context of this Agreement to the other party (as the receiving party), the party providing the information (as the disclosing party) shall clearly mark it as confidential, and the receiving party shall take all reasonable measures to keep the information confidential and shall only use and disclose the information for the purpose for which it was provided. The receiving party shall ensure that any persons having access to such information shall be made aware of and be bound by the obligations of the receiving party hereunder.

However, there shall be no obligation of confidentiality or restriction on use where:

- (i) the information is publicly available, or becomes publicly available otherwise than by action of the receiving party; or
- (ii) the information was already known to the receiving party (as evidenced by its written records) prior to its receipt; or
- (iii) the information was received from a third party not in breach of an obligation of confidentiality.

Article 10: Personal Data Protection

The Beneficiary shall ensure a reasonable protection of personal data. Personal data means any information related to a natural person. Any operation performed upon personal data, such as collection, recording, organization, storage, adaption or alteration, retrieval, consultation, use, disclosure, erasure or destruction, shall be based on the rules and procedures of the Beneficiary and shall only be done as far as it is necessary for the performance of the activities of this Letter of Agreement. The Beneficiary shall take appropriate technical and organizational security measures to safeguard the privacy and anonymity of individuals, data on individuals and other information deemed sensitive, will only be used, published and made available to third parties after removal of identifying details.

Article 11: Title, Copyright, Patent Right and Others

All rights, including title, copyright, and patent rights of any material(s) produced under the terms of this Letter of Agreement shall be vested in PAHO/WHO, who shall be entitled to make any changes or eliminate any part of the materials(s) it deems appropriate. The Beneficiary and its employees may use a copy of such material(s) for nonprofit educational and research purposes only, provided that PAHO/WHO rights are adequately recognized on the material(s).

Article 12: Privileges and Immunities

Nothing contained in this Letter of Agreement shall be either expressly or implied to be deemed a waiver of immunity from judicial process, confiscation, taxation, or other privileges and immunities which PAHO/WHO may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national nature or otherwise, or in accordance with international customary law.

Article 13: Arbitration

Any dispute between the Parties arising out of or relating to this Letter of Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. The Beneficiary and PAHO/WHO shall each appoint one arbitrator, and the two so appointed shall jointly appoint a third who shall act as the Chairperson. The procedure of arbitration shall be decided on by the arbitrators and the expenses related to arbitration, as assessed by the arbitrators, shall be borne on equal parts by the Parties. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 14: Ethical conduct, fraud, corruption

The Beneficiary shall respect and comply with all national laws and customs, conform to the highest standard of moral and ethical conduct, and refrain from any conflict of interest, fraud, corruption, collusion or obstructive practice in the execution of this Letter of Agreement. The Beneficiary acknowledges that it is aware of PAHO's Code of Ethical Principles and Conduct and recognizes its affirmative duty to report any known or suspected unethical activity associated with the execution of this Letter of Agreement to the PAHO/WHO Officer designated in this Letter of Agreement or to PAHO's Help Line at www.Pahoethics.org, or both.

Article 15: Zero tolerance for sexual exploitation and abuse

PAHO has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein, the Beneficiary warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse by any of its employees and any other persons engaged by it to perform any services under the Letter of Agreement; and (ii) promptly report to PAHO and respond to any actual or suspected violations of this Article of which the Beneficiary becomes aware.

Article 16: Anti-Terrorism

The Beneficiary certifies that it is not an entity appearing on the United Nations 1267 Sanctions List. The Beneficiary shall also use best efforts to ensure that no funds provided under this Letter of Agreement will be used to benefit, directly or indirectly, individuals or entities associated with terrorism.

Article 17: Publication of Letter of Agreement

Subject to considerations of confidentiality, PAHO may acknowledge the existence of this Letter of Agreement to the public and publish and/or otherwise publicly disclose the Beneficiary's name and country of incorporation, general information with respect to the activities funded under this Letter of Agreement and the amount. Such disclosure will be made in accordance with PAHO's policies and shall be consistent with the terms of this Letter of Agreement.

Article 18: Effectiveness, Amendment and Termination

This Letter of Agreement shall become effective on the date of its signature by the Parties and shall remain in effect until 23 Sep 2022. The Beneficiary may submit a written request for an exceptional extension which may be considered by PAHO/WHO. No change in, modification of, or revision to this Letter of Agreement shall be valid unless made in writing and signed by an authorized representative of both Parties. In addition, either of the Parties may terminate this Letter of Agreement by giving 30 days advance notice in writing to the other Party.

The obligations assumed by the Parties under this Letter of Agreement may extend 60 days beyond its expiration or termination, as necessary, to allow the settlement of all legal obligations assumed. Any balance of funds remaining upon termination of the Letter of Agreement and after the submission of the Reports stipulated in Article 5, shall be returned to PAHO/WHO immediately.

IN WITNESS WHEREOF, the duly authorized Representatives sign this Letter of Agreement in two copies of equal content and validity, on the dates and places indicated below.

FOR THE BENEFICIARY

FOR PAHO/WHO

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Gonzalo Vicci Gianotti

July 19th 2022

Silvana Luciani for

Signature



Anselm Joseph Mark Hennis

July 20 2022

(Date)

Annex I

LOA Number: SCON2022-00240

1. Title

Research to Inform Policies on Front-Of-Package Labelling of Food and Drink Products

2. Beneficiary Institution

UNIVERSIDAD DE LA REPUBLICA

3. Beneficiary Officer

Gastón Ares

TECHNICAL AND BUDGETARY ASPECTS OF THE INITIATIVE

4. Summarize the purpose and main outcomes:

The purpose of this collaboration is to further develop the research to inform the development, implementation and monitoring of policies on front-of-package labelling (FOPL) of food and drink products.

Main outcomes:

- 1) Provide support and general oversight of FOPL research conducted by or with support from PAHO in the region of the Americas.
 - 2) Review and provide feedback to relevant PAHO FOPL-related publications.
 - 3) Development of set of research protocols for quantitative and qualitative studies designs.
 - 4) Development of training protocol and materials on the planning and execution of field research, data analyses, and reporting and dissemination of findings from research on FOPL of food and drink products.
 - 5) Conduct training of researchers engaged in studies conducted by or with support from PAHO in the region of the Americas.
5. The corresponding budget must be presented according to activities and by category of expenditure. The use of financial resources through a Letter of Agreement (LOA) is subject to the same financial regulations and requirements of PAHO/WHO, in compliance with the International Public Sector Accounting Standards (IPSAS)
Budget details can be found in Annex II.
6. Authorization of Transfers

Payment Schedule based on the expected deliverables by calendar year.

Date// Fecha	Amount//Cantidad
06/30/2022	UYU\$123,150.00
07/15/2022	UYU\$82,100.00
08/15/2022	UYU\$123,150.00
09/15/2022	UYU\$82,100.00

* 1st payment may be less than 90% of the budget as detailed in Annex II. There may be more than two payments made, in which case the percentages may change.

** The final disbursement, of at least 10% of the total budget of the LOA as detailed in Annex II, will be

disbursed, in accordance with the amount executed and verified and after approval by the PAHO Project Officer of the Reports required hereunder.

Note: Transfers (disbursements) must represent the estimated value of the activities expected to be delivered during each calendar year period.

7. Reporting

Date// Fecha	Report//Informe
06/15/2022	First report
07/01/2022	Partial report
08/01/2022	Partial report
09/09/2022	Final report

Annex II

Budget by Activities and Spend Categories

Line	Activities	Category	Amount
1	Activity 1 - Provide support and general oversight to FOPL research conducted by or with support from PAHO in the region of the Americas	(CC) LOA Personnel / Labor	82,100.00
2	Activity 2 - Review and provide feedback to relevant PAHO FOPL related publications	(CC) LOA Personnel / Labor	41,050.00
3	Activity 3 - Development of set of research protocols for quantitative and qualitative studies designs	(CC) LOA Personnel / Labor	82,100.00
4	Activity 4 - Development of training protocol and materials on the planning and execution of field research, data analyses, and reporting and dissemination of findings from research on FOPL of food and drink products	(CC) LOA Training & Capacity Building	123,150.00
5	Activity 5 - Conduct training of researchers engaged in studies conducted by or with support from PAHO in the region of the Americas.	(CC) LOA Training & Capacity Building	82,100.00
Total			410,500.00

Annex III

FORMAT FOR LOA PROGRESS REPORTS

TECHNICAL REPORT GUIDE

1. Introduction

- Brief Summary of the LOA Objective
- Problems and Shortcomings encountered during the LOA execution

2. Project

- Main activities carried out
- Include graphs, statistics, pictures, etc., as appropriate
- Main outputs
- Include relevant observations regarding the execution in relation with the implementation plan

3. References

- Include information of other partners or donors
- Cite any documentation that you consider important for your initiative
- Lessons learned

FINANCIAL PROGRESS AND FINAL REPORT TEMPLATE

Following PAHO/WHO rules, variance to the approved budget can be made only in the amount not (expended/obligated) paid, that still available as balance in the LOA and it should be explained and properly justified.

Letter of Agreement (LOA) Beneficiary Consolidated Financial Report
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1	LOA Number:	
2	Beneficiary:	
3	Legal Representative:	
4	LOA Title:	
5	Expenses period:	
6	Amount received: (LOA currency)	
7	Balance from previous payments: (if applicable)	

<input type="checkbox"/> PROGRESS REPORT	<input type="checkbox"/> FINAL REPORT
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ACTIVITY	SPEND CATEGORY	AMOUNT PLANNED	AMOUNT EXECUTED	BALANCE	% EXECUTED
ACTIVITY 1 - description	LOA Travel				
	LOA Training & Capacity Building				
	LOA Personnel/Labor				
	LOA Construction/renovation of facilities				

	LOA Equipment				
	LOA Services, material and Supplies				
ACTIVITY 2 - description	LOA Travel				
	LOA Training & Capacity Building				
	LOA Personnel/Labor				
	LOA Construction/renovation of facilities				
	LOA Equipment				
	LOA Services, material and Supplies				
ACTIVITY 3 - description	LOA Travel				
	LOA Training & Capacity Building				
	LOA Personnel/Labor				
	LOA Construction/renovation of facilities				
	LOA Equipment				
	LOA Services, material and Supplies				
TOTAL					

Analysis by Spend Category	Amount received	Amount executed	Balance
LOA Travel			
LOA Training & Capacity Building			
LOA Personnel/Labor			
LOA Construction/renovation of facilities			
LOA Equipment			
LOA Services, material and Supplies			
TOTAL			

Place:

Date:

Beneficiary Legal

Representative:

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Annex IV

Letter of Agreement (LOA) Detailed Expenses Financial Report

1	LOA Number:	
2	Beneficiary:	
3	Legal Representative:	
4	LOA Title:	
5	Expenses period:	

☐ PROGRESS REPORT

☐ FINAL REPORT

N	Supplier	Spend Category	Date	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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TECHNICAL REPORT GUIDELINES

1. Introduction

- Brief summary of the LOA objective
- Target (population and area)
- Brief references to the local/subregional/regional context when applicable
- Problems and shortcomings encountered during the LOA execution
- How your participation in the execution of this LOA made a difference
- Which was the strategy used to accomplish the results
- Emphasize important results during the execution, whether planned or unplanned

2. Results

- In this section the report will always use the LOA initiative as a reference
- Approach to the problem/issue under execution for the LOA
- Main activities carried out
- Include graphs, equations, pictures, etc. as appropriate.
- Results: Include relevant outcomes and outputs, observations, measurements, and any information that highlights the accomplishments

3. Evaluation Statement: based on the above section

- What was accomplished and what was not
- What was learned and what would you have done differently
- Comments on the use, suitability of resources in connection with the outcomes
- Conclusions
- Recommendations

4. References

- Cite any documentation that you consider important to the initiative

Final Recommendations:

1. Remember your audience – your report should be understandable to any health and administrative professional in PAHO/WHO.
2. Things you should include in your report:
 - Pictures
 - Your observations and measurements
 - Statistics, Graphs, and Figures
 - Simulations, models, political observations, quotes, news, etc