

Z A K O N

**O POTVRĐIVANJU SPORAZUMA IZMEĐU
EVROPSKE UNIJE, S JEDNE STRANE I
REPUBLIKE SRBIJE, S DRUGE STRANE O
PRIDRUŽIVANJU REPUBLIKE SRBIJE PROGRAMU
EU4HEALTH**

Član 1.

Potvrđuje se Sporazum između Evropske unije, s jedne strane i Republike Srbije, s druge strane o pridruživanju Republike Srbije Programu EU4Health, kojem je Republika Srbija pristupila potpisivanjem u Briselu 8. decembra 2025. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma između Evropske unije, s jedne strane i Republike Srbije, s druge strane o pridruživanju Republike Srbije Programu EU4Health, u originalu na engleskom i prevodu na srpski jezik glasi:

AGREEMENT

between the European Union, of the one part, and the Republic of Serbia, of the other part, on the association of the Republic of Serbia to the EU4Health Programme

The European Commission (hereinafter referred to as 'the Commission'), on behalf of the European Union,

of the one part,

and

the Government of the Republic of Serbia (hereinafter referred to as 'Serbia') on behalf of the

Republic of Serbia,

of the other part,

hereinafter referred to as 'the Parties'

WHEREAS the Framework Agreement between the European Community and Serbia and Montenegro on the general principles for the participation of Serbia and Montenegro in Community Programmes¹ (the 'Framework Agreement') stipulates that the specific terms and conditions regarding the participation of Serbia in each particular programme, in particular the financial contribution payable, are to be determined by agreement between the Commission, acting on behalf of the Union, and the competent authorities of Serbia.

WHEREAS the EU4Health Programme was established by Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health for the period 2021-2027, and repealing Regulation (EU) No 282/2014² (hereinafter referred to as 'Regulation (EU) 2021/522');

CONSIDERING the European Union's efforts to lead the response by joining forces with its international partners to address global challenges in line with the plan of action for people, planet and prosperity in the United Nations Agenda 'Transforming our World: the 2030 Agenda for Sustainable Development', and acknowledging that health and wellbeing are essential elements for sustainable development;

WHEREAS the specific terms and conditions of the association should be determined by an international agreement between the Union and the associated country;

RECOGNISING the general principles as set out in Regulation (EU) 2021/522;

SHARING the general objectives of the EU4Health Programme for improving and fostering health in the Union, supporting health promotion and disease prevention, protecting people in the Union from serious cross-border threats, improving the availability, accessibility and affordability of medicinal products and medical devices,

¹ OJ L 129, 17.05.2008, p. 40. ELI : http://data.europa.eu/eli/agree_internation/2005/527/oj

² OJ L107, 26.3.2021, p. 1.: <http://data.europa.eu/eli/reg/2021/522/oj>

and strengthening health systems by improving their resilience and resource efficiency;

CONSIDERING the common goals, values and strong links of the Parties in the field of health and

RECOGNISING the common desire of the Parties to develop, strengthen, stimulate and extend their relations and cooperation therein,

HAVE AGREED AS FOLLOWS:

Article 1

Scope of the association

Serbia shall participate as associated country in and contribute to all parts of the EU4Health Programme established by Regulation (EU) 2021/522 in its most up to date versions.

Article 2

Terms and conditions of participation in the EU4Health Programme

1. Serbia shall participate in the EU4Health Programme in accordance with the conditions laid down in the Framework Agreement, and under the terms and conditions set forth in this Agreement, in the legal act referred to in Article 1 of this Agreement, as well as in any other rules pertaining to the implementation of the EU4Health Programme, in their most up to date versions.
2. Unless otherwise provided for in the terms and conditions referred to in paragraph 1 of this Article, legal entities established in Serbia may participate in actions of the EU4Health Programme under conditions equivalent to those applicable to legal entities established in the Union, including respect for EU restrictive measures³.
3. Representatives of Serbia shall have the right to participate as observers in the committee referred to in Article 23 of Regulation (EU) 2021/522, without voting rights and for points which concern Serbia. The committee shall meet without the presence of the representatives of Serbia at the time of voting. Serbia shall be informed of the result.
4. Travel costs and subsistence expenses incurred by representatives and experts of Serbia for the purposes of taking part as observers in the work of the committee as referred to Article 23 of Regulation (EU) 2021/522 or in other meetings related to the implementation of the EU4Health Programme, shall be reimbursed by the European Union on the same basis as and in accordance with the procedures in force for representatives and experts of the Member States of the European Union.
5. The Parties shall make every effort, within the framework of the existing provisions, to facilitate the free movement and residence of participants in the activities covered by this Agreement and to facilitate cross-border movement of goods and services intended for use in such activities.
6. Serbia shall take all necessary measures, as appropriate, to ensure that

³ The EU restrictive measures are adopted pursuant to the Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the European Union.

goods and services, purchased in Serbia or imported into Serbia, which are partially or entirely financed pursuant to the grant agreements and/or contracts concluded for the realisation of the activities in accordance with this Agreement, are exempted from customs duties, import duties and other fiscal charges, including the VAT, that are applicable in Serbia.

7. English shall be used for the procedures related to requests, contracts and reports, as well as for other administrative aspects of the EU4Health Programme.

Article 3

Financial contribution

1. Participation of Serbia or legal entities established in Serbia in the EU4Health Programme shall be subject to Serbia contributing financially to the EU4Health Programme and the related management, execution and operation costs under the general budget of the Union (hereinafter referred to as the 'Union budget').
2. The financial contribution shall take the form of the sum of:
 - a) an operational contribution; and
 - b) a participation fee.
3. The financial contribution shall take the form of an annual payment made in one instalment, and shall be due at the latest in May.
4. The operational contribution shall cover operational and support expenditure of the EU4Health Programme and be additional both in commitment and payment appropriations to the amounts entered in the Union budget definitively adopted for the EU4Health Programme.
5. The operational contribution shall be based on a contribution key defined as the ratio of the Gross Domestic Product (GDP) of Serbia at market prices to the GDP of the Union at market prices. The GDPs at market prices to be applied shall be determined by the competent Commission services based on the most recent statistical data available for budget calculations in the year prior to the year in which the annual payment is due. Adjustments to this contribution key are laid down in Annex I.
6. The operational contribution shall be calculated applying the contribution key, as adjusted, to the commitment appropriations entered in the Union budget definitively adopted for the applicable year for financing the EU4Health Programme.
7. The participation fee shall be 4% of the annual initial operational contribution as calculated in accordance with paragraphs 5 and 6 and shall be phased in as set out in Annex I. The participation fee shall not be subject to retrospective adjustments or corrections.
8. The Union shall provide Serbia with information in relation to its financial participation as included in the budgetary, accounting, performance and evaluation related information provided to the Union budgetary and discharge authorities concerning the EU4Health Programme. That information shall be provided having due regard to the Union's and Serbia's confidentiality and data protection rules and shall be without prejudice to the information which Serbia is entitled to receive under Annex II.
9. All contributions of Serbia or payments from the Union, and the calculation of amounts due or to be received shall be made in euro.

Article 4

Monitoring, Evaluation and Reporting

1. Without prejudice to the responsibilities of the Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors of the European Union in relation to monitoring and evaluation of the EU4Health Programme, the participation of Serbia in that Programme shall be continuously monitored on a partnership basis involving the Commission and Serbia.
2. The rules concerning sound financial management, including the financial control, recovery and other antifraud measures in relation to Union funding under this Agreement are laid down in Annex II.

Article 5

Final provisions

1. This Agreement shall enter into force on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.
2. This Agreement shall apply from 1 January 2026. It shall remain in force for as long as is necessary for all the projects, actions, activities or parts thereof financed from the EU4Health Programme, all the actions necessary to protect the financial interests of the European Union and all the financial obligations stemming from the implementation of this Agreement between the Parties to be completed.
3. The Union and Serbia may apply this Agreement provisionally in accordance with their respective internal procedures and legislation. The provisional application shall begin on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.
4. Should Serbia notify the Commission acting on behalf of the European Union that it will not complete its internal procedures necessary for the entry into force of this Agreement, this Agreement shall cease to apply provisionally on the date of receipt of this notification by the Commission, which shall constitute the cessation date for the purposes of this Agreement.
5. The application of this Agreement may be suspended by the European Union in case of non-payment of the financial contribution due by Serbia in accordance with Article 3 of this Agreement and point II of paragraph 3 of Annex I.

Suspension of the application of this Agreement shall be notified by the Commission to Serbia by a formal letter of notification which shall take effect 20 days following the receipt of this notification by Serbia.

In case the application of this Agreement is suspended, legal entities established in Serbia shall not be eligible to participate in award procedures not yet completed when the suspension takes effect. An award procedure shall be considered completed when legal commitments have been entered into as a result of that procedure.

The suspension does not affect the legal commitments entered into with the legal entities established in Serbia before the suspension took effect. This Agreement shall continue to apply to such legal commitments.

The European Union shall immediately notify Serbia once the entire amount of the financial contribution due has been received by it. The suspension shall be lifted with a immediate effect upon this notification.

As of the date when the suspension is lifted, legal entities established in Serbia shall be again eligible in award procedures launched after this date and in award procedures launched before this date, for which the deadlines for submission of applications have not expired.

6. Either Party may terminate this Agreement at any time by a written notification informing of the intent to terminate it.

The termination shall take effect three calendar months after the date on which the written notification reaches its addressee. The date on which the termination takes effect shall constitute the termination date for the purposes of this Agreement.

7. Where this Agreement ceases to apply provisionally in accordance with paragraph 4 or is terminated in accordance with paragraph 6, the Parties agree that:

a) projects or actions, activities or parts thereof in respect of which legal commitments have been entered into during the provisional application and/or after the entry into force of this Agreement, and before this Agreement ceases to apply or is terminated shall continue until their completions under the conditions laid down in this Agreement;

(b) the annual financial contribution of the year N during which this Agreement ceases to apply provisionally or is terminated shall be paid entirely in accordance with Article 3 of this Agreement.

The Parties shall settle by common consent any other consequences of termination or cessation of provisional application of this Agreement.

8. This Agreement may only be amended in writing by common consent of the Parties. The entry into force of the amendments will follow the same procedure as that applicable for the entry into force of this Agreement.

9. The Annexes to this Agreement shall form an integral part of this Agreement.

This Agreement shall be drawn up in duplicate in English.

Done at Brussels on 8th of December in the year of two thousand twenty-five

FOR THE EUROPEAN UNION

FOR THE REPUBLIC OF SERBIA

Olivér VÁRHELYI

Zlatibor Lončar

**European Commissioner for Health
and Animal Welfare**

Minister of Health

ANNEX I: Rules governing the financial contribution of Serbia to the EU4Health Programme (2021-2027)

ANNEX II: Sound Financial Management, Protection of financial interests and recovery

Annex I

Rules governing the financial contribution of Serbia to the EU4Health Programme (2021-2027)

I. Calculation of Serbia's financial contribution

1. The financial contribution of Serbia to the EU4Health Programme shall be established on a yearly basis in proportion to, and in addition to, the amount available each year in the Union budget for commitment appropriations needed for the management, execution and operation of the EU4Health Programme.
2. The participation fee referred to in Article 3(7) of this Agreement shall be phased in as follows:
 - 2026: 3%;
 - 2027: 4%.
3. In accordance with Article 3(5) of this Agreement, the initial operational contribution to be paid by Serbia for its participation in the EU4Health Programme will be calculated for the respective financial years by applying an adjustment to the contribution key.

The adjustment to the contribution key shall be:

$$\text{Contribution Key Adjusted} = \text{Contribution Key} \times \text{Coefficient}$$

The coefficient used for the above calculation to adjust the contribution key shall be 0,50 for 2026-2027.

II. Payment of Serbia's financial contribution

1. The Commission shall communicate to Serbia, as soon as possible and at the latest when issuing the first call for funds of the financial year, the following information:
 - a. the amounts in commitment appropriations in the Union budget definitively adopted for the year in question for the budget lines covering participation of Serbia, in the EU4Health Programme;
 - b. the amount of the participation fee referred to in Article 3(7) of this Agreement.

On the basis of its Draft Budget, the Commission shall provide an estimate of information for the following year under points (a) and (b) as soon as possible, and, at the latest, by 1 September of the financial year.

2. The Commission shall issue, at the latest in April of each financial year, a call for funds to Serbia corresponding to its financial contribution under this Agreement.

Each call for funds shall provide for the payment of Serbia 's financial contribution not later than 30 days after the call for funds is issued.

For the first year of implementation of this Agreement, the Commission shall issue the call for funds within 60 days of the signature of this Agreement.

3. Serbia shall pay its financial contribution under this Agreement in accordance with point II of this Annex. In the absence of payment by Serbia by the due date, the Commission shall send a formal letter of reminder.

Any delay in the payment of the financial contribution shall give rise to the payment of default interest by Serbia on the outstanding amount from the due date.

The interest rate for amounts receivable not paid on the due date shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of *the Official Journal of the European Union*, in force on the first calendar day of the month in which the due date falls, increased by three and half percentage points.

In case the delay in the payment of the contribution is such that it may significantly jeopardise the implementation and management of the EU4Health Programme, participation of Serbia in the EU4Health Programme will be suspended by the Commission following the absence of payment 20 working days after a formal letter of reminder, without prejudice to the Union's obligations according to grant agreements and/or contracts already concluded pertaining to the implementation of the indirect actions for which Serbia was selected.

Annex II
Sound Financial Management
Protection of financial interests and recovery

Article 1

Reviews and audits

1. The European Union shall have the right to conduct, in accordance with the applicable acts of one or more Union institutions or bodies and as provided in relevant agreements and/or contracts, technical, scientific, financial, or other types of reviews and audits on the premises of any natural person residing in or any legal entity established in Serbia and receiving European Union funding, as well as any third party involved in the implementation of Union funds residing or established in the Serbia. Such review and audits may be carried out by the agents of the institutions and bodies of the European Union, in particular of the European Commission and the European Court of Auditors, or by other persons mandated by the European Commission.
2. The agents of the institutions and bodies of the European Union, in particular of the Commission and the European Court of Auditors, and the other persons mandated by the Commission, shall have appropriate access to sites, works and documents (both in electronic and paper versions) and to all the information required in order to carry out such audits, including the right of obtaining a physical/electronic copy of, and extracts from, any document or the contents of any data medium held by the audited natural or legal person, or by the audited third party.
3. Serbia shall not prevent or raise any particular obstacle to the right of entrance in Serbia and to the access to the premises of the agents and other persons referred to in paragraph 2 on the grounds of the exercise of their duties referred to in this Article.
4. The reviews and audits may be carried out, also after the suspension of application of this Agreement pursuant to its Article 5(5), the cessation of provisional application or its termination, on the terms laid down in the applicable acts of one or more European Union institutions or bodies and as provided in relevant agreements and/or contracts in relation to any legal commitment implementing the European Union budget entered into by the European Union before the date on which the suspension of application of this Agreement pursuant to its Article 5(5), the cessation of provisional application or termination of this Agreement takes effect.

Article 2**Fight against irregularities, fraud and other criminal offences affecting the financial interests of the Union**

1. The European Commission and the European Anti-Fraud Office (OLAF) shall be authorised to carry out administrative investigations, including on-the-spot checks and inspections, on the territory of Serbia. These investigations shall be carried out in accordance with the terms and conditions established by applicable acts of one or more Union institutions.
2. Serbia's competent authorities shall inform the European Commission or OLAF within reasonable time of any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union.
3. On-the-spot checks and inspections may be carried out on the premises of any natural person residing in or legal entity established in Serbia and receiving Union funds, as well as of any third party involved in the implementation of Union funds residing or established in Serbia.
4. On-the-spot checks and inspections shall be prepared and conducted by the Commission or OLAF in close collaboration with the competent Serbia's authority designated by the Serbia government. The designated authority shall be notified a reasonable time in advance of the object, purpose and legal basis of the checks and inspections, so that it can provide assistance. To that end, the officials of the competent Serbia's authorities may participate in the on-the-spot checks and inspections.
5. Upon request by Serbia's authorities, the on-the-spot checks and inspections may be carried out jointly with the Commission or OLAF.
6. Commission agents and OLAF staff shall have access to all the information and documentation, including computer data, on the operations concerned, which are required for the proper conduct of the on-the-spot checks and inspections. They may, in particular, copy relevant documents.
7. Where the person, entity or another third party resists an on-the-spot check or inspection, Serbia's authorities, acting in accordance with national rules and regulations, shall assist the Commission or OLAF, to allow them to fulfil their duty in carrying out an on-the-spot check or inspection. This assistance shall include taking the appropriate precautionary measures under national law, in particular in order to safeguard evidence.
8. The Commission or OLAF shall inform Serbia's authorities of the result of such checks and inspections. In particular, the Commission or OLAF shall report as soon as possible to the competent Serbia's authority any fact or suspicion relating to an irregularity which has come to their notice in the course of the on-the-spot check or inspection.
9. Without prejudice to application of Serbia criminal law, the Commission may impose administrative measures and penalties on legal or natural persons of Serbia participating in the implementation of a programme or activity in accordance with European Union legislation.
10. For the purposes of proper implementation of this Article, the Commission or OLAF and Serbia competent authorities shall regularly exchange information and, at the request of one of the parties to this Agreement, consult each other.

11. In order to facilitate effective cooperation and exchange of information with OLAF, Serbia shall designate a contact point.

12. Information exchanged between the Commission or OLAF and Serbia's competent authorities shall take place having due regard to the confidentiality requirements. Personal data included in the exchange of information shall be protected in accordance with applicable rules.

13. Serbia's authorities shall cooperate with the European Public Prosecutor's Office to allow it to fulfil its duty to investigate, prosecute and bring to judgment the perpetrators of, and accomplices to, criminal offences affecting the financial interests of the European Union in accordance with the applicable legislation.

Article 3

Recovery and enforcement

1. Decisions adopted by the Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claims stemming from the EU4Health Programme shall be enforceable in Serbia. The order for enforcement shall be appended to the decision, without any other formality than a verification of the authenticity of the decision by the national authority designated for this purpose by the government of Serbia. The government of Serbia shall make known its designated national authority to the Commission and the Court of Justice of the European Union. In accordance with Article 4 of this Annex, the European Commission shall be entitled to notify such enforceable decisions directly to persons residing and legal entities established in Serbia. Enforcement shall take place in accordance with the Serbia law and rules of procedure.

2. Judgments and orders of the Court of Justice of the European Union delivered in application of an arbitration clause contained in a contract or agreement in relation to Union programmes, activities, actions or projects shall be enforceable in Serbia in the same manner as Commission decisions referred to in paragraph 1.

3. The Court of Justice of the European Union shall have jurisdiction to review the legality of the decision of the Commission referred to in paragraph 1 and to suspend its enforcement. However, the Courts of Serbia shall have jurisdiction over complaints that enforcement is being carried out in an irregular manner.

Article 4**Communication and exchange of information**

The European Union institutions and bodies involved in the implementation of the EU4Health Programme, or in controls over that programme, shall be entitled to communicate directly, including through electronic exchange systems, with any natural person residing in or legal entity established in Serbia and receiving Union funds, as well as any third party involved in the implementation of Union funds residing or established in Serbia. Such persons, entities and parties may submit directly to the European Union institutions and bodies all relevant information and documentation which they are required to submit on the basis of the European Union legislation applicable to the EU4Health Programme and of the contracts or agreements concluded to implement that programme.

SPORAZUM**između Evropske unije, s jedne strane, i Republike Srbije, s druge strane, o pridruživanju Republike Srbije Programu EU4Health**

Evropska komisija (u daljem tekstu: „Komisija“), u ime Evropske unije,
s jedne strane,

i

Vlada Republike Srbije (u daljem tekstu: „Srbija“), u ime Republike Srbije,
s druge strane,

u daljem tekstu zajedno: „Strane“,

S OBZIROM NA TO DA Okvirni sporazum između Evropske zajednice i Srbije i Crne Gore o opštim principima za učešće Srbije i Crne Gore u programima Zajednice¹ (u daljem tekstu: „Okvirni sporazum“) predviđa da se posebni uslovi i odredbe u vezi sa učešćem Srbije u svakom pojedinačnom programu, naročito u pogledu finansijskog doprinosa koji se plaća, utvrđuju sporazumom između Komisije, koja deluje u ime Unije, i nadležnih organa Srbije,

S OBZIROM NA TO DA je Program EU4Health uspostavljen Uredbom (EU) 2021/522 Evropskog parlamenta i Saveta od 24. marta 2021. godine o uspostavljanju Programa za delovanje Unije u oblasti zdravlja za period 2021–2027. godine i stavljanju van snage Uredbe (EU) br. 282/2014² (u daljem tekstu: „Uredba (EU) 2021/522“).

UZIMAJUĆI U OBZIR nastojanja Evropske unije da predvodi odgovor udruživanjem snaga sa svojim međunarodnim partnerima radi suočavanja sa globalnim izazovima, u skladu sa planom delovanja za ljude, planetu i prosperitet iz Agende Ujedinjenih nacija „Transformisanje našeg sveta: Agenda 2030 za održivi razvoj“, i prepoznajući da su zdravlje i blagostanje suštinski elementi održivog razvoja;

S OBZIROM NA TO DA se posebni uslovi i odredbe pridruživanja utvrđuju međunarodnim sporazumom između Unije i pridružene zemlje;

PRIZNAJUĆI opšta načela utvrđena Uredbom (EU) 2021/522;

DELEĆI opšte ciljeve Programa EU4Health u pogledu unapređenja i očuvanja zdravlja u Uniji, podrške promociji zdravlja i prevenciji bolesti, zaštite stanovništva u Uniji od ozbiljnih prekograničnih pretnji, unapređenja dostupnosti, pristupačnosti i priuštivosti lekova i medicinskih sredstava, kao i jačanja zdravstvenih sistema kroz unapređenje njihove otpornosti i efikasnosti u korišćenju resursa;

UZIMAJUĆI U OBZIR zajedničke ciljeve, vrednosti i snažne veze Strana u oblasti zdravlja;

PRIZNAJUĆI zajedničku želju Strana da razvijaju, jačaju, podstiču i proširuju svoje odnose i saradnju u toj oblasti,

SAGLASILE SU SE O SLEDEĆEM:

Član 1.

¹ OJ L 129, 17.05.2008, str.40. ELI: http://data.europa.eu/eli/agree_internation/2005/527/oj

² OJ L107, 26.3.2021, str. 1: ELI: <http://data.europa.eu/eli/reg/2021/522/oj>

Predmet i obim pridruživanja

Srbija učestvuje kao pridružena zemlja u svim delovima Programa EU4Health uspostavljenog Uredbom (EU) 2021/522, u njenoj najnovijoj verziji, i doprinosi njegovoj realizaciji.

Član 2.

Uslovi i odredbe učešća u Programu EU4Health

1. Srbija učestvuje u Programu EU4Health u skladu sa uslovima utvrđenim Okvirnim sporazumom, kao i u skladu sa uslovima i odredbama propisanim ovim sporazumom, pravnim aktom iz člana 1. ovog sporazuma, kao i svim drugim pravilima koja se odnose na sprovođenje Programa EU4Health, u njihovim najnovijim verzijama.
2. Osim ako uslovima i odredbama iz stava 1. ovog člana nije drugačije predviđeno, pravna lica osnovana u Srbiji mogu učestvovati u aktivnostima Programa EU4Health pod uslovima koji su ekvivalentni onima koji se primenjuju na pravna lica osnovana u Uniji, uključujući poštovanje restriktivnih mera EU³.
3. Predstavnici Srbije imaju pravo da učestvuju kao posmatrači u radu odbora iz člana 23. Uredbe (EU) 2021/522, bez prava glasa i samo u pogledu tačaka koje se odnose na Srbiju. Odbor se u trenutku glasanja sastaje bez prisustva predstavnika Srbije. Srbija će biti obaveštena o ishodu glasanja.
4. Troškove putovanja i dnevnice koje imaju predstavnici i stručnjaci Srbije radi učešća u svojstvu posmatrača u radu odbora iz člana 23. Uredbe (EU) 2021/522 ili na drugim sastancima u vezi sa sprovođenjem Programa EU4Health, nadoknađuje Evropska unija na istoj osnovi i u skladu sa postupcima koji važe za predstavnike i stručnjake država članica Evropske unije.
5. Strane ulažu sve napore, u okviru postojećih propisa, da olakšaju slobodu kretanja i boravka učesnika u aktivnostima obuhvaćenim ovim sporazumom, kao i da olakšaju prekogranično kretanje robe i usluga namenjenih za korišćenje u tim aktivnostima.
6. Srbija preduzima sve neophodne mere, po potrebi, kako bi obezbedila da roba i usluge nabavljene u Srbiji ili uvezene u Srbiju, koje se delimično ili u celosti finansiraju u skladu sa ugovorima o dodeli bespovratnih sredstava i/ili ugovorima zaključenim radi realizacije aktivnosti u skladu sa ovim sporazumom, budu oslobođene carina, uvoznih dažbina i drugih fiskalnih opterećenja, uključujući porez na dodatu vrednost, koji se primenjuju u Srbiji.
7. Engleski jezik koristi se u postupcima koji se odnose na prijave, ugovore i izveštaje, kao i u drugim administrativnim aspektima Programa EU4Health.

Član 3.

Finansijski doprinos

1. Učešće Srbije ili pravnih lica osnovanih u Srbiji u Programu EU4Health uslovljeno je finansijskim doprinosom Srbije Programu EU4Health, kao i povezanim troškovima upravljanja, sprovođenja i funkcionisanja u okviru opšteg budžeta Unije (u daljem tekstu: „budžet Unije“).
2. Finansijski doprinos sastoji se od:

³ Restriktivne mere EU donose se u skladu sa članom 29. Ugovora o Evropskoj uniji ili članom 215. Ugovora o funkcionisanju Evropske unije.

- a) operativnog doprinosa; i
 - b) naknade za učešće.
3. Finansijski doprinos plaća se u vidu godišnje uplate u jednoj rati, najkasnije do maja meseca.
 4. Operativni doprinos obuhvata operativne i prateće rashode Programa EU4Health i predstavlja dodatak, kako u pogledu odobrenih sredstava za preuzimanje obaveza, tako i u pogledu odobrenih sredstava za plaćanja, iznosima unetim u konačno usvojeni budžet Unije za Program EU4Health.
 5. Operativni doprinos zasniva se na ključu doprinosa koji je definisan kao odnos bruto domaćeg proizvoda (BDP) Srbije po tržišnim cenama i BDP-a Unije po tržišnim cenama. BDP po tržišnim cenama koji se primenjuje utvrđuju nadležne službe Komisije na osnovu najnovijih statističkih podataka raspoloživih za izradu budžeta u godini koja prethodi godini u kojoj dospeva godišnja uplata. Korekcije ovog ključa doprinosa utvrđene su u Aneksu I.
 6. Operativni doprinos obračunava se primenom ključa doprinosa, kako je korigovan, na odobrene iznose za preuzimanje obaveza koje su unete u konačno usvojeni budžet Unije za odgovarajuću godinu radi finansiranja Programa EU4Health.
 7. Naknada za učešće iznosi 4% godišnjeg početnog operativnog doprinosa obračunatog u skladu sa stavovima 5. i 6. ovog člana i postepeno se uvodi u skladu sa Aneksom I. Naknada za učešće ne podleže naknadnim usklađivanjima ili korekcijama.
 8. Unija dostavlja Srbiji informacije u vezi sa njenim finansijskim učešćem, onako kako su uključene u budžetske, računovodstvene, izveštajne i evaluacione informacije koje se dostavljaju budžetskim organima i organima nadležnim za budžetsko razrešenje Unije u vezi sa Programom EU4Health. Te informacije se dostavljaju uz dužno poštovanje pravila Unije i Srbije o poverljivosti i zaštiti podataka i bez prejudiciranja prava Srbije na informacije koje joj pripadaju u skladu sa Aneksom II.
 9. Svi doprinosi Srbije ili plaćanja iz budžeta Unije, kao i obračun iznosa koji se duguju ili treba da budu primljeni, vrše se u evrima.

Član 4.

Praćenje, evaluacija i izveštavanje

1. Ne dovodeći u pitanje nadležnosti Komisije, Evropske kancelarije za borbu protiv prevara (OLAF) i Evropskog revizorskog suda u pogledu praćenja i evaluacije Programa EU4Health, učešće Srbije u tom programu kontinuirano se prati na partnerskoj osnovi, uz učešće Komisije i Srbije.
2. Pravila koja se odnose na dobro finansijsko upravljanje, uključujući finansijsku kontrolu, povraćaj sredstava i druge mere za sprečavanje prevara u vezi sa finansiranjem iz budžeta Unije u skladu sa ovim sporazumom, utvrđena su u Aneksu II.

Član 5.

Završne odredbe

1. Ovaj sporazum stupa na snagu danom kada Strane međusobno obaveste jedna drugu o okončanju svojih unutrašnjih procedura neophodnih za tu svrhu.

2. Ovaj sporazum primenjuje se od 1. januara 2026. godine. Ostaje na snazi onoliko dugo koliko je potrebno da se završe svi projekti, mere, aktivnosti ili njihovi delovi finansirani iz Programa EU4Health, sve mere neophodne radi zaštite finansijskih interesa Evropske unije, kao i sve finansijske obaveze koje proizlaze iz sprovođenja ovog sporazuma između Strana.

3. Unija i Srbija mogu ovaj sporazum primenjivati privremeno, u skladu sa svojim unutrašnjim procedurama i zakonodavstvom. Privremena primena počinje danom kada Strane međusobno obaveste jedna drugu o okončanju svojih unutrašnjih procedura neophodnih za tu svrhu.

4. Ukoliko Srbija obavesti Komisiju, koja postupa u ime Evropske unije, da neće okončati svoje unutrašnje procedure neophodne za stupanje na snagu ovog sporazuma, ovaj sporazum prestaje da se privremeno primenjuje danom prijema tog obaveštenja od strane Komisije, koji predstavlja dan prestanka primene za potrebe ovog sporazuma.

5. Primena ovog sporazuma može biti suspendovana od strane Evropske unije u slučaju neplaćanja finansijskog doprinosa koji Srbija duguje u skladu sa članom 3. ovog sporazuma i tačkom II stava 3. Aneksa I.

O suspenziji primene ovog sporazuma Komisija obaveštava Srbiju zvaničnim pismom obaveštenja, koje proizvodi pravno dejstvo 20 dana od dana prijema tog obaveštenja od strane Srbije.

U slučaju suspenzije primene ovog sporazuma, pravna lica osnovana u Srbiji nemaju pravo učešća u postupcima dodele koji nisu okončani u trenutku stupanja suspenzije na snagu. Postupak dodele smatra se okončanim kada su pravne obaveze preuzete kao rezultat tog postupka.

Suspenzija ne utiče na pravne obaveze preuzete sa pravnim licima osnovanim u Srbiji pre stupanja suspenzije na snagu. Ovaj sporazum nastavlja da se primenjuje na takve pravne obaveze.

Evropska unija bez odlaganja obaveštava Srbiju kada bude primljen ukupan iznos dospelog finansijskog doprinosa. Suspenzija se ukida sa trenutnim dejstvom po dostavljanju tog obaveštenja.

Od dana ukidanja suspenzije, pravna lica osnovana u Srbiji ponovo stiču pravo učešća u postupcima dodele pokrenutim nakon tog dana, kao i u postupcima pokrenutim pre tog dana za koje rokovi za podnošenje prijave još nisu istekli.

6. Svaka od Strana može u svakom trenutku raskinuti ovaj sporazum pismenim obaveštenjem o nameri da ga raskine.

Raskid proizvodi pravno dejstvo tri kalendarska meseca od dana kada pismeno obaveštenje bude dostavljeno primaocu. Dan stupanja raskida na snagu smatra se datumom raskida za potrebe ovog sporazuma.

7. U slučaju da ovaj sporazum prestane da se privremeno primenjuje u skladu sa stavom 4. ili bude raskinut u skladu sa stavom 6. ovog člana, Strane su saglasne da:

a) projekti, mere, aktivnosti ili njihovi delovi u pogledu kojih su pravne obaveze preuzete tokom privremene primene i/ili nakon stupanja ovog sporazuma na snagu, a pre prestanka primene ili raskida, nastavljaju da se sprovedu do njihovog okončanja pod uslovima utvrđenim ovim sporazumom;

b) godišnji finansijski doprinos za godinu N u kojoj ovaj sporazum prestane da se privremeno primenjuje ili bude raskinut plaća se u celosti u skladu sa članom 3. ovog sporazuma.

Strane sporazumno uređuju sve druge posledice raskida ili prestanka privremene primene ovog sporazuma.

8. Ovaj sporazum može se menjati i dopunjavati isključivo u pisanoj formi, uz zajedničku saglasnost Strana. Stupanje na snagu izmena i dopuna sprovodi se po istom postupku koji važi za stupanje na snagu ovog sporazuma.

9. Aneksi ovog sporazuma čine njegov sastavni deo.

Ovaj sporazum sačinjen je u dva primerka na engleskom jeziku.

Sačinjeno u Briselu, 8. decembra dve hiljade dvadeset pete godine.

ZA EVROPSKU UNIJU

ZA REPUBLIKU SRBIJU

Olivér VÁRHELYI
Evropski komesar za zdravlje i
dobrobit životinja

Zlatibor Lončar
Ministar zdravlja

ANEKS I: Pravila koja uređuju finansijski doprinos Srbije Programu EU4Health (2021–2027)

ANEKS II: Dobro finansijsko upravljanje, zaštita finansijskih interesa i povraćaj sredstava

Aneks I**Pravila koja uređuju finansijski doprinos Srbije Programu EU4Health
(2021–2027)****I. Obračun finansijskog doprinosa Srbije**

1. Finansijski doprinos Srbije Programu EU4Health utvrđuje se na godišnjem nivou, srazmerno iznosu koji je svake godine raspoloživ u budžetu Unije za odobrene iznose za preuzimanje obaveza potrebne za upravljanje, sprovođenje i funkcionisanje Programa EU4Health, i predstavlja dodatak tom iznosu.

2. Naknada za učešće iz člana 3. stav 7. ovog sporazuma postepeno se uvodi na sledeći način:

- 2026: 3%;
- 2027: 4%.

3. U skladu sa članom 3. stav 5. ovog sporazuma, početni operativni doprinos koji Srbija plaća za svoje učešće u Programu EU4Health obračunava se za odgovarajuće budžetske godine primenom korekcije na ključ doprinosa.

Korekcija ključa doprinosa vrši se prema sledećoj formuli:

Korigovani ključ doprinosa = Ključ doprinosa × *Koeficijent*

Koeficijent koji se primenjuje radi korekcije ključa doprinosa iznosi 0,50 za 2026. i 2027. godinu.

II. Plaćanje finansijskog doprinosa Srbije

1. Komisija dostavlja Srbiji, što je pre moguće, a najkasnije prilikom upućivanja prvog poziva za uplatu sredstava u datoj budžetskoj godini, sledeće informacije:

a. iznose odobrenih sredstava za preuzimanje obaveza u konačno usvojenom budžetu Unije za predmetnu godinu, po budžetskim linijama koje obuhvataju učešće Srbije u Programu EU4Health;

b. iznos naknade za učešće iz člana 3. stav 7. ovog sporazuma.

Na osnovu Nacrta budžeta, Komisija dostavlja, što je pre moguće, a najkasnije do 1. septembra budžetske godine, procenu informacija za narednu godinu u vezi sa tačkama (a) i (b).

2. Komisija upućuje Srbiji, najkasnije u aprilu svake budžetske godine, poziv za uplatu sredstava koji odgovara njenom finansijskom doprinosu u skladu sa ovim sporazumom.

Svaki poziv za uplatu predviđa da se finansijski doprinos Srbije plati najkasnije u roku od 30 dana od dana upućivanja poziva.

Za prvu godinu sprovođenja ovog sporazuma, Komisija upućuje poziv za uplatu u roku od 60 dana od dana potpisivanja ovog sporazuma.

3. Srbija uplaćuje svoj finansijski doprinos u skladu sa tačkom II ovog aneksa. Ukoliko Srbija ne izvrši uplatu do dospeća, Komisija upućuje formalno pismo opomene.

Svako kašnjenje u uplati finansijskog doprinosa povlači obavezu plaćanja zatezne kamate od strane Srbije na neizmireni iznos, počev od dana dospeća.

Kamatna stopa za potraživanja koja nisu izmirena do dospeća je stopa koju Evropska centralna banka primenjuje na svoje glavne operacije refinansiranja, objavljena u seriji C Službenog lista Evropske unije, koja važi prvog kalendarskog dana meseca u kojem nastupa dospeće, uvećana za tri i po procentna poena.

U slučaju da je kašnjenje u uplati doprinosa takvo da može ozbiljno ugroziti sprovođenje i upravljanje Programom EU4Health, Komisija će suspendovati učešće Srbije u Programu EU4Health nakon isteka 20 radnih dana od upućivanja formalnog pisma opomene, ne dovodeći u pitanje obaveze Unije koje proizlaze iz već zaključenih ugovora o dodeli bespovratnih sredstava i/ili ugovora koji se odnose na sprovođenje indirektnih aktivnosti za koje je Srbija izabrana.

Aneks II

Dobro finansijsko upravljanje Zaštita finansijskih interesa i povraćaj sredstava

Član 1.

Provere i revizije

1. Evropska unija ima pravo da, u skladu sa primenljivim aktima jedne ili više institucija ili tela Unije i u skladu sa relevantnim sporazumima i/ili ugovorima, sprovodi tehničke, naučne, finansijske ili druge vrste provera i revizija u prostorijama svakog fizičkog lica sa prebivalištem u Srbiji ili pravnog lica osnovanog u Srbiji koje prima sredstva Evropske unije, kao i svakog trećeg lica uključenog u sprovođenje sredstava Unije koje ima prebivalište ili je osnovano u Srbiji. Takve provere i revizije mogu sprovoditi službenici institucija i tela Evropske unije, naročito Evropske komisije i Evropskog revizorskog suda, ili druga lica koja je ovlastila Evropska komisija.

2. Službenici institucija i tela Evropske unije, naročito Komisije i Evropskog revizorskog suda, kao i druga lica koja je ovlastila Komisija, imaju odgovarajući pristup lokacijama, radovima i dokumentaciji (u elektronskom i papirnom obliku), kao i svim informacijama potrebnim za sprovođenje takvih revizija, uključujući pravo na pribavljanje fizičke ili elektronske kopije i izvoda iz bilo kog dokumenta ili sadržaja bilo kog nosača podataka koji se nalazi kod revidiranog fizičkog ili pravnog lica ili kod revidiranog trećeg lica.

3. Srbija ne sprečava niti postavlja bilo kakve posebne prepreke pravu ulaska u Srbiju i pristupa prostorijama službenika i drugih lica iz stava 2. ovog člana po osnovu vršenja njihovih dužnosti iz ovog člana.

4. Provere i revizije mogu se sprovoditi i nakon suspenzije primene ovog sporazuma u skladu sa članom 5. stav 5, prestanka privremene primene ili njegovog raskida, pod uslovima utvrđenim primenljivim aktima jedne ili više institucija ili tela Evropske unije i u skladu sa relevantnim sporazumima i/ili ugovorima, u odnosu na svaku pravnu obavezu kojom se sprovodi budžet Evropske unije, a koju je Evropska unija preuzela pre dana stupanja na snagu suspenzije primene ovog sporazuma, prestanka privremene primene ili njegovog raskida.

Član 2.

Borba protiv nepravilnosti, prevara i drugih krivičnih dela koja utiču na finansijske interese Unije

1. Evropska komisija i Evropska kancelarija za borbu protiv prevara (OLAF) ovlašćene su da sprovode administrativne istrage, uključujući provere i inspekcije na licu mesta, na teritoriji Srbije. Ove istrage sprovode se u skladu sa uslovima i odredbama utvrđenim primenljivim aktima jedne ili više institucija Unije.

2. Nadležni organi Srbije obaveštavaju Evropsku komisiju ili OLAF u razumnom roku o svakoj činjenici ili sumnji koja im je postala poznata, a koja se odnosi na nepravilnost, prevaru ili drugu nezakonitu aktivnost koja utiče na finansijske interese Unije.

3. Provere i inspekcije na licu mesta mogu se sprovoditi u prostorijama svakog fizičkog lica sa prebivalištem u Srbiji ili pravnog lica osnovanog u Srbiji koje prima

sredstva Unije, kao i svakog trećeg lica uključenog u sprovođenje sredstava Unije koje ima prebivalište ili je osnovano u Srbiji.

4. Provere i inspekcije na licu mesta pripremaju i sprovode Komisija ili OLAF u bliskoj saradnji sa nadležnim organom Srbije koji odredi Vlada Srbije. Određeni organ se obaveštava u razumnom roku unapred o predmetu, svrsi i pravnom osnovu provera i inspekcija, kako bi mogao da pruži pomoć. U tom cilju, službenici nadležnih organa Srbije mogu učestvovati u proverama i inspekcijama na licu mesta.

5. Na zahtev organa Srbije, provere i inspekcije na licu mesta mogu se sprovesti zajednički sa Komisijom ili OLAF-om.

6. Službenici Komisije i osoblje OLAF-a imaju pristup svim informacijama i dokumentaciji, uključujući računarske podatke, u vezi sa predmetnim aktivnostima, koje su neophodne za pravilno sprovođenje provera i inspekcija na licu mesta. Oni mogu, naročito, kopirati relevantna dokumenta.

7. Ukoliko se lice, pravno lice ili drugo treće lice protivi proveri ili inspekciji na licu mesta, organi Srbije će, postupajući u skladu sa nacionalnim propisima, pružiti pomoć Komisiji ili OLAF-u kako bi im omogućili da izvrše svoje dužnosti u sprovođenju provera ili inspekcije na licu mesta. Ta pomoć obuhvata preduzimanje odgovarajućih mera predostrožnosti u skladu sa nacionalnim pravom, naročito radi obezbeđivanja dokaza.

8. Komisija ili OLAF obaveštava nadležne organe Srbije o rezultatima takvih provera i inspekcija. Posebno, Komisija ili OLAF obaveštava nadležni organ Srbije, u najkraćem mogućem roku, o svakoj činjenici ili sumnji u vezi sa nepravilnošću koja im je postala poznata tokom sprovođenja provera ili inspekcije na licu mesta.

9. Ne dovodeći u pitanje primenu krivičnog zakonodavstva Srbije, Komisija može izreći administrativne mere i sankcije pravnim ili fizičkim licima iz Srbije koja učestvuju u sprovođenju programa ili aktivnosti, u skladu sa zakonodavstvom Evropske unije.

10. Radi pravilnog sprovođenja ovog člana, Komisija ili OLAF i nadležni organi Srbije redovno razmenjuju informacije i, na zahtev jedne od Strana ovog sporazuma, međusobno se konsultuju.

11. Radi olakšavanja efikasne saradnje i razmene informacija sa OLAF-om, Srbija određuje kontakt tačku.

12. Razmena informacija između Komisije ili OLAF-a i nadležnih organa Srbije vrši se uz dužno poštovanje zahteva poverljivosti. Podaci o ličnosti koji su predmet razmene informacija štite se u skladu sa primenljivim propisima.

13. Organi Srbije saraduju sa Kancelarijom evropskog javnog tužioca (EPPO) kako bi joj omogućili da izvršava svoju dužnost istraživanja, krivičnog gonjenja i izvođenja pred sud počilaca i saučesnika krivičnih dela koja utiču na finansijske interese Evropske unije, u skladu sa primenljivim zakonodavstvom.

Član 3.

Povraćaj sredstava i izvršenje

1. Odluke koje donese Komisija, a kojima se pravnim ili fizičkim licima, osim državama, nameće novčana obaveza u vezi sa potraživanjima koja proizlaze iz Programa EU4Health, izvršive su u Srbiji. Nalog za izvršenje prilaže se uz odluku, bez ikakve druge formalnosti osim provera autentičnosti odluke od strane nacionalnog organa koji u tu svrhu odredi Vlada Srbije. Vlada Srbije obaveštava Komisiju i Sud pravde Evropske unije o određenom nacionalnom organu. U skladu sa članom 4. ovog aneksa, Evropska komisija ima pravo da takve izvršive odluke

direktno dostavi licima sa prebivalištem i pravnim licima osnovanim u Srbiji. Izvršenje se sprovodi u skladu sa pravom i procesnim pravilima Srbije.

2. Presude i nalozi Suda pravde Evropske unije doneti primenom arbitražne klauzule sadržane u ugovoru ili sporazumu u vezi sa programima, aktivnostima, merama ili projektima Unije izvršivi su u Srbiji na isti način kao i odluke Komisije iz stava 1. ovog člana.

3. Sud pravde Evropske unije nadležan je za ocenu zakonitosti odluke Komisije iz stava 1. ovog člana i za odlučivanje o obustavi njenog izvršenja.

Međutim, sudovi Srbije nadležni su za odlučivanje o pritužbama da se izvršenje sprovodi na nepravilan način.

Član 4.

Komunikacija i razmena informacija

Institucije i tela Evropske unije uključeni u sprovođenje Programa EU4Health ili u kontrolu tog programa imaju pravo da neposredno komuniciraju, uključujući putem elektronskih sistema razmene, sa svim fizičkim licima sa prebivalištem u Srbiji ili pravnim licima osnovanim u Srbiji koja primaju sredstva Unije, kao i sa svim trećim licima uključenim u sprovođenje sredstava Unije koja imaju prebivalište ili su osnovana u Srbiji. Ta lica, pravna lica i treća lica mogu direktno dostavljati institucijama i telima Evropske unije sve relevantne informacije i dokumentaciju koje su dužni da dostave na osnovu zakonodavstva Evropske unije koje se primenjuje na Program EU4Health, kao i na osnovu ugovora ili sporazuma zaključenih radi sprovođenja tog programa.

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.