

DONATION AGREEMENT

Our reference:

WHO 001/2025

WORLD HEALTH ORGANIZATION ORGANISATION MONDIALE DE LA SANTÉ WELTGESUNDHEITSORGANISATION BCEMUPHAR OPFAHUЗАЦИЯ ЗДРАВООХРАНЕНИЯ

REGIONAL OFFICE FOR EUROPE BUREAU RÉGIONAL DE L'EUROPE REGIONALBÜRO FÜR EUROPA BPOTIEЙCKOE PEГИОНАЛЬНОЕ БЮРО

Notre référence: PO 203732111 Unser Zeichen: PO 203735020 См. наш номер:

Your reference: Votre référence: Ihr Zeichen: REG. Č. PRÁVNÍ ODBOR SZÚ **JES**

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DONATING ORGANIZATION:	Šrobárova 49/48	Související se mlouvou reg. č.	
WHO Country Office in the Czech Republic Rytířská 31 110 00 Praha 1	100 00 Praha 10 Represented by: MUDr. Barbora Macková, MHA, Director		
Represented by: Dr. Zsofia Pusztai, WHO Representative			
PURPOSE OF DONATION: The donation listed under Section B is provided as part o strengthening prevention, treatment, and access to inform B. DETAILS OF DONATION:	rmation. These activities are funded under		sse outbreaks and
It is understood that this equipment will only serve the properties of supplies/equipment, brand, specification of goods)	Other relevant information (e.g. serial number for IT equipment chassis numbers for vehicles etc.)	Quantity	Commercial value excl. VAT
CFX Opus 96 Dx Real-Time PCR System	SN 783BR20140	1	005 000 00
EU power cable, IEC coupler C13/ C14 220V		1 1	995,000.00
LSG EE (Eastern Europe) Laptop	SN JQG6X84	1	23,000.00
ND-UltraC-GL NanoDrop UltraC Spec GL PWR	SN NUC2501205	1	256,500.00
C. TRANSPORTATION: Please select applicable option be Delivery Point: Czech Republic The manufacturer or supplier will arrange for the the Delivery Point. The manufacturer or supplier and insurance costs for the shipment and delivery WHO shall arrange for the Donation to be delivery	Donation to be delivered directly to the possall be responsible for making all transport from the Donation up to Delivery Point.	ort of entry or final de ort arrangements an	d for payment of freigh
D. CUSTOMS CLEARANCE: If applicable, upon shipment of the donation, the WHO fincurred during transit, storage, insurance. The WHO sha arrival of the Donation in Prague as well as the appropria	all be responsible for ensuring the issuance		
E. OTHER TERMS AND CONDITIONS: The Terms and Conditions of this Donation Agreement a	re fully ing		
F. AUTORIZED SIGNATURE:		13.0	
Signed on behalf of Donating Organization: 27 November Dr. Zsofia Pusztai 2025	Signe director	5 -1	77025 Bate
WHO Representative Date to the Czech Republic	A		

WHO Country Office, Czech Republic

NATIONAL INSTITUTE OF PUBLIC HEALTH

Šrobárova 49/42 100 00 Progue 1U, VAT: 75010330 phone: +420 267 06.2 295

Tel.: +420 224 267 050

Email: eurowhocz@who.int Website: https://www.who.int/czechia

WHO Country Office, Czech Republic

TERMS AND CONDITIONS

- Title to and risk in the Donation shall pass to the Receiving Organization upon delivery of the Donation to the Delivery Point.
- The manufacturer or supplier of the Donation has warranted to WHO that the Donation conform to the specifications contained in Annex 1: Warranty and that it is fully functional for its intended use.
- WHO shall not handle any warranty matters. WHO shall pass on to the Receiving Organization all warranties offered by the manufacturer or supplier of the Donation.
- 4. WHO shall not accept the return of any items of the Donation shipped by the relevant manufacturer or supplier to Receiving Organization, nor shall WHO be responsible for the return of any items of the Donation to such relevant manufacturer or supplier.
- 5. If the Donation should prove not to conform with the specifications contained in Annex 2: WHO Catalogue Product Information, Certificate of Conformity and Certificate of Quality (where applicable), or not to be fully functional for its intended use, then the Donation shall be returned to the manufacturer or supplier by Receiving Organization for replacement with fully conforming and functional Donation in accordance with Annex 2: WHO Catalogue Product Information, Certificate of Conformity and Certificate of Quality (where applicable), and the manufacturer or supplier will deliver the replaced Donation to the Receiving Organization. Any Donation to be returned to the manufacturer or supplier must be sent by Receiving Organization within 15 working days from the transfer of ownership of the Donation to Receiving Organization.
- It is understood that this equipment/these supplies will remain in the Receiving Organization and may not be moved to another location unless approval is granted by WHO.
- 7. WHO shall have no legal liability either to the Receiving Organization or to any third party arising out of or in connection with any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the manufacturer or the supplier of the Donation. WHO shall not be responsible for, inter-alia, loss or damage to the Receiving Organization, or for delays or failures in shipment or delivery of the Donation, except if due to WHO's gross negligence.
- 8. WHO makes no, and hereby expressly disclaims any, representations or warranties (whether express or implied) (i) concerning the merchantability, fitness for any particular purpose, and/or non-infringement of any third-party rights and will continue to do so in the future and (ii) that the Donation and/or manufacturers which have been found to meet WHO-recommended technical standards will continue to do so in the future. Moreover, WHO shall under no circumstances be liable for any indirect or consequential damages arising from the performance of its obligations under this Agreement.
- 9. Receiving Organization shall indemnify, defend and hold harmless, at Receiving Organization's own expense, WHO, its agents, servants and employees, from and against any and all (including third party) demands, claims, suits or other causes of action and liability of any nature or kind, including costs and expenses, caused by, arising out of or in connection with the Donation (including, but not limited to, demands, claims, suits, causes of action or liability based on products liability).
- Receiving Organization agrees that no use of the name, acronym or emblem of WHO shall be made in connection

- with this Agreement without the express and specific prior written consent of WHO in each instance.
- 11. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall, unless it is settled by direct negotiations, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 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.