

1057/2024-5



WORLD HEALTH ORGANIZATION
ORGANISATION MONDIALE DE LA SANTÉ
WELTGESUNDHEITSORGANISATION
ВСЕМИРНАЯ ОРГАНИЗАЦИЯ ЗДРАВООХРАНЕНИЯ

REGIONAL OFFICE FOR EUROPE
BUREAU RÉGIONAL DE L'EUROPE
REGIONALBÜRO FÜR EUROPA
ЕВРОПЕЙСКОЕ РЕГИОНАЛЬНОЕ БЮРО

DONATION AGREEMENT

Our reference: **WHO 0204/2024**

Notre référence: 203337734
Unser Zeichen: 203337729
См. наш номер: 203337729

Your reference:
Votre référence:
Ihr Zeichen:
На Ваш номер:

DONATING ORGANIZATION: WHO Country Office in the Czech Republic	RECEIVING ORGANIZATION: Ústřední vojenská nemocnice U Vojenské nemocnice 1200 169 02 Praha 6 Česká republika Represented by: prof. MUDr. Miroslav Zavoral, Ph.D., director [Redacted]
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A. PURPOSE OF DONATION:
The Donation listed under section B. is donated as part of WHO's activities related to Covid-19 response.

B. DETAILS OF DONATION:
It is understood that this equipment will only serve the purpose as mentioned in section A above.

Description (type 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
Patient monitor (Edan IM60) multiparametric with ECG, non-invasive blood pressure (NIBP), oxygen saturation (SpO2), respiratory rate (RR), and temperature (TEMP) sensors - 2 years warranty; Set		5	10,376.00 \$
Pulse Oximeter, Edan H100B with SpO2 sensor; Set		10	3,411.70 \$

C. TRANSPORTATION: Please select applicable option below and complete with required information

Delivery Point: Ústřední vojenská nemocnice (pavilon I, 1.p)
U Vojenské nemocnice 1200
169 02 Praha 6
Czech Republic

Incoterms: CPT PRAGUE, Czech Republic
DAP SGL Kladno 3, Czechia

- The manufacturer or supplier will arrange for the Donation to be delivered directly to the port of entry or final destination, which shall be the Delivery Point. The manufacturer or supplier shall be responsible for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Donation up to Delivery Point.
- WHO shall arrange for the Donation to be delivered by the supplier directly from the relevant manufacturer to the Delivery Point.

D. CUSTOMS CLEARANCE:
If applicable, upon shipment of the donation, the WHO freight forwarder at their expense will clear customs, import duties and any expenses incurred during transit, storage, insurance. The WHO shall be responsible for ensuring the issuance of immediate customs clearances upon arrival of the Donation in Prague as well as the appropriate storage conditions.

E. OTHER TERMS AND CONDITIONS:
The Terms and Conditions of this Donation Agreement are fully incorporated herein under the overleaf.

F. AUTHORIZED SIGNATURE:

Signed on behalf of Donating Organization: [Redacted Signature] Dr. Zsófia Pusztai WHO Representative to the Czech Republic WHO Country Office, Czech Republic	29/04/2024 Date	Signed on behalf of Receiving Organization: [Redacted Signature] prof. MUDr. Miroslav Zavoral, Ph.D. director MUDr. Ivan Jeřábek náměstek ředitele pro LPP	22-05-2024 Date
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WHO Country Office, Czech Republic

Rytířská 31 (3rd floor)
110 00 Prague 1
Czech Republic

Tel.: +420 224 267 050

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

TERMS AND CONDITIONS

1. Title to and risk in the Donation shall pass to the Receiving Organization upon delivery of the Donation to the Delivery Point.
2. 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.
3. 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.
6. 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).
10. 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.
12. 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.