

Donation agreement

Between

**The state of the Netherlands, Ministry of
Health, Welfare and Sport, Directory
Medicines and medical technology**

And

The Republic of Cuba

Regarding

Personal protective equipment

reference number

3244371-1014218-GMT

THE PARTIES:

1. The Netherlands (the Ministry of Health, Welfare and Sport), having its seat in The Hague, The Netherlands, represented by the [REDACTED] 5.1.2e hereinafter "the Netherlands";

and

2. The republic of Cuba, having its seat in Havana, Cuba, represented by Director of International Relations of the Ministry of Public Health (MINSAP), hereinafter "Cuba";

each a "Party", together "the Parties",

WHEREAS:

- a) The Stichting Holanda pro Cuba has contacted the Netherlands to inform them that Cuba is in dire need of personal protective equipment to combat the COVID-19 pandemic;
- b) The Netherlands is able to provide such personal protective equipment and wishes to donate these items to Cuba,;
- c) Cuba wishes to accept the donation of personal protective equipment as voluntary transfer of assets from The Netherlands;
- d) Parties wish to record in writing the legal relationship resulting from the donation in this agreement (hereinafter: the "Agreement").
- e)
- f)
- g)

h) HAVE AGREED AS FOLLOWS:

i)

j)

1. Definitions

2.

In this Agreement, the following terms shall have the following meanings:

k)

a. Agreement: This donation agreement;

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3. Donation by the Netherlands

2.1 The Netherlands hereby donates to Cuba personal protective equipment in their "as is" status at no cost whatsoever. Cuba hereby accepts this donation.

2.2

Subject of handover is (hereinafter: "Personal Protective Equipment"):

- 1.088.000 Surgical face masks (type IIR)
- 40.960 Isolation gowns
- 160.000 Disposable aprons
- 67.800 Goggles
- 224.000 KN95 masks
- 1.093.000 Medical gloves

2.3 Transfer of the legal ownership of the Personal Protective Equipment to Cuba shall take place at the Port of Rotterdam in the Netherlands where the items will be delivered to Nirrint Shipping B.V. Nirrint Shipping B.V. has been engaged by the Embassy of Cuba to take care of transporting the Personal Protective Equipment to the port of Mariel in Cuba.

2.4

2.5 The Netherlands hereby warrants that the Personal Protective Equipment is free of any and all encumbrances and that the Netherlands has full legal rights to donate the Personal Protective Equipment.

- 2.6 The Netherlands is not aware of the occurrence of any event, which in the reasonable judgement of the Netherlands may adversely affect the suitability of the donation of the Personal Protective Equipment for its intended use within the Agreement.
2.7
- 2.8 If any further act is required to transfer title to any of the Personal Protective Equipment from The Netherlands to Cuba, Parties agree to undertake such act as soon as possible after it has become apparent that any such act is required.
2.9
- 2.10 The risk of, including damage to, theft or loss of or destruction of the personal protective equipment lies with Cuba upon delivery of the Personal Protective Equipment to Nirrint Shipping B.V. at the port of Rotterdam.
- m)
- 2.11 The Netherlands shall in no way be liable to Cuba for any damage including consequential loss and/or personal injury resulting from the use of the Personal Protective Equipment from the moment of the transfer of legal ownership to Cuba as specified in Article 2.2. Cuba shall keep the Netherlands harmless for any claim whatsoever by third parties, including laboratories, hospitals and/or patients and/or former patients, and/or, as the case may be, their inhabitants and/or relatives, resulting from such use.
- 2.12
- 2.13 The Parties hereby confirm that, any rights under the general terms and conditions of delivery that may apply to the Personal Protective Equipment, including possible rights under guarantees provided therein and subject to the provisions contained in such terms and conditions, rest with Cuba from the moment of the transfer of legal ownership to Cuba as specified in Article 2.2 and are therefore hereby, to the extent necessary, assigned to Cuba.
- 2.14
- 2.15 The Personal Protective Equipment will be transported to the port of Mariel in Cuba by Nirrint Shipping B.V. who is commissioned by the Embassy of Cuba in the Netherlands. Cuba will be responsible for the costs of transport, customs clearance, handling and further distribution of the Personal Protective Equipment, including its costs.
2.16
- 2.17 The Netherlands may not revoke the donation of the Personal Protective Equipment under this Agreement.

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4. Costs and taxation

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- 3.1 Each Party shall bear its own costs and expenses in relation to the donation and transfer referred to in Clause 2.

5. Persons of contact

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- 4.1 Contact person for the State of the Netherlands: Paul van der Ree
4.2 Contact person for the Stichting Holanda Pro Cuba: Willem Veldhoven
4.3 Contact person for the Embassy of Cuba in the Netherlands: Ambassador Soraya Alvarez

6. Applicable law and choice of forum

- 5.1 The Agreement is exclusively governed by Dutch law.
5.2
- 5.3 In the event of any disputes arising from or in connection with this Agreement, the Parties undertake to try to find an amicable solution within three months at the latest, unless urgent interests of one of the Parties oppose this.
- 5.4 If the Parties fail to reach an amicable solution, the dispute will be settled by the competent

court in The Hague, The Netherlands.
5.5

7. General Provisions

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6.1 This Agreement sets forth the entire agreement of the Parties with respect to the subject matter thereof and supersedes and discharges all prior agreements (written and oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

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6.2 No amendment, modification or termination of this Agreement shall be binding on any Party hereto unless it is in writing and is signed by the party to be affected.

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s)

t)

u)

v) Signed in twofold

w)

x) at The Hague

y) on - - 2021

z)

aa)

bb)

cc)

dd)

ee)

ff)

gg)

hh)

ii)

jj)

kk)

at Havana

on - - 2021

The Netherlands, Represented
by The Republic of Cuba,
Represented by,

