

## DONATION AGREEMENT

Between

**Metropolitan City of Florence (Città Metropolitana di Firenze)**, a governmental entity, having jurisdiction over the Donation Property, hereinafter referred to as the “Donor”

and

**Odesa Regional Military Administration Delivery address: 65033, Ukraine, Odesa Region, Odesa, Aeroportivskyi lane, 2, Contact person: Vadym Kirov, +380932244339, [kirov.wadim@gmail.com](mailto:kirov.wadim@gmail.com)**, hereinafter referred to as the “Recipient”.

Whereas **Metropolitan City of Florence (Città Metropolitana di Firenze)**, donates, as humanitarian aid for the energy sector of Ukraine, for civilian use, the Equipment/Fuels/Materials owned by the Recipient and requested by the Recipient listed in ANNEX I (**Electric Power Generator - Tessari**) for the purposes of supporting enterprises of the energy sector of Ukraine in providing energy services.

In consideration of the mutual promises herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Transfer and Use of Equipment:** Transfer of ownership of the Equipment/Fuels/Materials, as presented in ANNEX I, with an estimated value of **EUR 1000** is transferred to the Recipient upon the execution of this Donation Agreement.
2. **Condition of Equipment:** the Recipient accepts the Equipment on an as-is where-is basis without any representations and warranties whatsoever including fitness for any purpose.
3. **Delivery of Equipment:** The Equipment/Fuels/Materials shall be delivered to the warehouse of the recipient, to the address 65033, Ukraine, Odesa Region, Odesa, Aeroportivskyi lane, 2. The Recipient has to confirm receipt of the goods to the ERCC via [ECHO-ERCC@ec.europa.eu](mailto:ECHO-ERCC@ec.europa.eu).
4. **No Warranty:** Neither the Donor, nor its affiliates, directors, officers, employees or assigns will have any liability related to the maintenance, service or repair of the Equipment.
5. **Release of Liabilities** The Recipient will defend, indemnify and hold the Donor and its affiliates, directors, officers, employees and assigns from any and all liability resulting from the donation and usage of the Equipment, including injury, death, or damage to any personal property arising from use of or otherwise caused by the Equipment.
6. **Compliance:** Each party warrants that neither it nor its personnel have engaged in any corrupt behavior to induce the other party to enter into this Donation Agreement. The

parties' performance of this Agreement complies with any export control, international economic sanctions laws or regulations that apply to them.

7. **Governing Law and Confidentiality:** This Donation Agreement will be construed in accordance with and governed by the laws of the Donor. The parties shall keep the terms and the fact of this Donation Agreement confidential.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the day and year of the last party's signature.

**Name of company/governmental  
entity:**

Città Metropolitana di Firenze

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**Name:** Ing. Maria Teresa Carosella

**Title:** Vice General Manager

**Date:** 24.03.2023

**Name of recipient**

Odesa Regional Military Administration  
Delivery

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**Name:**

**Title:**

**Date:**

## ANNEX I

### List of the donated goods

Item	Description of the items	Weight	Width	Height	Length
Electric power generator	Producer: TESSARI Model: GEW Serial Number: 6513 Power: 300 KVA Fuel: gasoline Donor: Metropolitan city of Florence Additional info:	6 t	2.20 m	2.20 m	5.20 m