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COOPERATION AGREEMENT FOR THE PROVISION OF HEALTH SERVICES No _____/2023

BETWEEN

COMERCIALIZADORA DE SERVICIOS MÉDICOS CUBANOS, S.A.

AND

THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS.

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ON ONE PARTY: Comercializadora de Servicios Médicos Cubanos, S.A., in its abbreviated form **CSMC, S.A.**, a mercantile company with totally Cuban capital, with its registered office at 502 44th Street, between 5th Avenue and 5th A, Miramar, municipality of Playa, province of Havana, Republic of Cuba; incorporated by Notarial Deed number 366, dated October 11, 2011, before Attorney Leidis Marian Abreu Socorro, with statutory modification by Notarial Deed number 394, dated September 17, 2015, before Attorney Leila Fernández Aguilar, both from the Special Notary Office of the Ministry of Justice of the Republic of Cuba, and registered in the Mercantile Registry of Havana, in the Book of Totally Cuban Capital Companies, Volume XXVIII, Folio 120, Page 38, First Inscription, on October 13, 2011; with National Statistics and Information Office (ONEI) Code number 60598, License to operate in foreign currency G119966680001; with Tax Identification Number **(NIT)** 30001869140; represented in this Act by **Beatriz Areña Fraga,** in her capacity as First Vice President of the Company, by virtue of Resolution number 28 dated November 22, 2021 of the General Shareholders' Meeting, with the capacity to represent the Company by virtue of Resolution 29 dated November 22, 2021and by **Dr. Víctor Ernesto Felipe Tamayo,** Business Vice-President, appointed by Resolution number 35, dated July 12, 2018, of the General Shareholders' Meeting of the Company itself; hereinafter referred to as **CSMC, S.A.**

ON THE OTHER PARTY: THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS, having its registered office at Poinciana Hill Complex Meeting & Augusta Streets. P.O. Box N-3730, Nassau, N.P., The Bahamas, represented herein by **Dr. Michael Darville**, in his capacity as Minister of Health and WELLNESS, hereinafter referred to as **THE MINISTRY OF HEALTH AND WELNESS OF THE COMMONWEALTH OF THE BAHAMAS.**

Jointly recognized in this instrument as **the Parties:**

The Parties, conscious that health is a right of the peoples, and determined to strengthen their relations of friendship and collaboration based on the principles of equality and mutual benefit, recognize the legal capacity and representation with which they concur in this Act, and decide to enter into this Cooperation Agreement under the following terms and conditions

PRECEDENTS

FIRST: Taking into consideration the experience acquired from the assistance activities undertaken by Cuban health professionals in different regions of the world, with positive impacts, and the cooperation and exchange relations existing between the Republic of Cuba and the Commonwealth of The Bahamas, it is in the interest of the latter to ensure the provision of health services to the population of that territory, on a continuous basis, by Cuban health professionals.

SECOND: That it is in the interest of **CSMC, S.A.**, to cooperate with **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS,** and is in conditions and disposition to guarantee the provision of specialized medical services in the field of health, with

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the purpose of promoting the access of the population of that country to health care and, consequently, to provide them with a better quality of life.

CLAUSES:

I. PURPOSE OF THE AGREEMENT

By this Agreement, **CSMC, S.A.** undertakes to satisfy the interest of additional technical support presented by **THE MINISTRY OF HEALTH AND WELNESS OF THE COMMONWEALTH OF THE BAHAMAS**, through the provision of services in the Office of the General Director, by highly qualified and experienced Cuban health professionals, in the areas of epidemiology, computer support and data processing; for whose services, said health institution shall pay **CSMC, S.A.** the remuneration agreed upon in Annex I of this Agreement.

II. SCOPE OF APPLICATION:

This Agreement applies to the provision of health services by professionals of the Cuban health system, in the areas of epidemiology, computer support and data processing, in the Office of the General Director of **THE MINISTRY OF HEALTH AND WELNESS OF THE COMMONWEALTH OF THE BAHAMAS,** as additional technical support, with the purpose of contributing to the viability and sustainability of the health system of **THE COMMONWEALTH OF THE BAHAMAS**.

III. OBLIGATIONS OF THE PARTIES

3.1 CSMC, S.A., undertakes to:

a) Guarantee that the Cuban health professionals selected by **CSMC, S.A.**, have voluntarily expressed their willingness to participate in the fulfillment of the purpose of this Agreement;

b) Guarantee the services by means of Cuban health professionals, in accordance with **Annex number I** of this Agreement;

c) Guarantee that the Cuban health professionals have the necessary qualification, capacity and experience, which shall allow them to perform the agreed services with quality and ethics;

d) Inform and ensure that Cuban health professionals are aware of and respect the laws, customs, habits and traditions in the Commonwealth of The Bahamas;

e) Provide **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** with the required documentation of the Cuban health professionals;

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f) Provide the agreed services in a forty (40) hour work week, Monday through Friday, in eight (8) hour work days;

g) Guarantee the replacement of Cuban health professionals due to change or internal movement, regardless of the cause that originates it;

h) Assume the cost of the return airfare to the Republic of Cuba of the Cuban health professional who commits any infraction of the discipline, which so requires, according to the legal dispositions of both countries;

i) Keep a Coordinator of the professionals in the territory of the Commonwealth of The Bahamas in coordination with **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS**;

j) Carry out in Cuba the migratory procedures required for the travel of the contracted health professionals who shall provide the convened or agreed services.

3.2 THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS undertakes to:

a) To carry out the selection process of Cuban health professionals, based on the curricula vitaes provided by **CSMC, S.A.**;

b) Guarantee the payment of the medical and health services, according to the terms and conditions agreed upon in the clause "Amount to be Paid and Way of Payment" and **Annex number I** of this Agreement, free of any burden or tax in force in the country;

c) Pay the agreed allowance, in advance, to the Cuban health professionals upon their arrival in the country, in order to guarantee their living conditions; the successive payments shall be made within the first ten (10) days of the month following the month in which they are to be paid, as agreed in **Annex number I** of this Agreement, free of any burden or tax in force in the country;

d) In the event that any payment to a Cuban health professional remains outstanding after he/she has returned to Cuba, for any of the situations considered in this Agreement, upon written instructions from the Cuban health professional, **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** shall deposit said payment in the bank account of the Head of the Cuban Medical Brigade, in Nassau, to be processed by **CSMC S.A.**, which shall be responsible for the payment to the Cuban health professional, in Cuba. Upon arrival at **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS**, the Cuban health professional shall complete a beneficiary form from **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS**, a document that shall provide written instructions for the payment of outstanding monies in the event of the death of the Cuban health professional during the execution of this Agreement;

In the event that a Cuban health professional returns to Cuba and is found to be overpaid or owes monies to **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE**

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BAHAMAS, the Head of the Cuban Medical Brigade in Nassau shall be responsible for any outstanding monies owed to said authority to be reimbursed.

e) Assume the international transportation expenses, to and from the Republic of Cuba, of Cuban health professionals, by virtue of the beginning and termination of the agreed services;

f) Guarantee the obtaining of the required permits in the country, visa, residence, work permit, among others, for the performance of the contracted health services, communicating to **CSMC, S.A.**, the necessary documentation for such purpose;

g) Assist with locating accommodation for Cuban health professionals;

h) Guarantee security and physical protection to Cuban health professionals during the execution and development of the agreed medical services, in the places of accommodation, during the transfer and while they remain in the health facility where they shall provide the services;

i) Be responsible for ensuring that the Cuban health professional works in their areas of specialization for which they are appointed by the Cuban and the **Commonwealth of the Bahamas** evaluation teams;

j) Ensure medical and dental care to Cuban health professionals, particularly in urgencies and emergencies, in any PHA (Public Hospitals Authority) facility and public clinics;

k) Provide health professionals with the means of individual health protection and the necessary instruments and resources for the adequate provision of services in accordance with their specialty;

l) Ensure access to Cuban health professionals to information, media, scientific events, which allow the development of knowledge in terms of the health of the population;

m) Guarantee Cuban health professionals the enjoyment of the holidays established in the Commonwealth of The Bahamas. In the event that Cuban health professionals must work on said holidays due to the need for services and, upon agreement between the **Parties, THE MINISTRY OF HEALTH AND WELFARE OF THE COMMONWEALTH OF THE COMMONWEALTH OF THE BAHAMAS** shall pay as established in the **Commonwealth of The Bahamas**. In this regard, Cuban health professionals shall be offered the same treatment as their national colleagues employed by **THE MINISTRY OF HEALTH AND WELFARE OF THE COMMONWEALTH OF THE BAHAMAS;**

n) Notify **CSMC, S.A.**, through the Coordinator, of any situation that may arise regarding discipline, health status or other circumstances, related to Cuban health professionals. **CSMC, S.A.,** shall apply disciplinary measures when appropriate, according to its Disciplinary Regulations;

o) Appoint a representative in charge of establishing the pertinent coordination with **CSMC, S.A.,** for the fulfillment of this Agreement;

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p) Assume the costs of the medical examination of the Cuban health professionals carried out by **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE COMMONWEALTH OF THE BAHAMAS** upon their arrival in the territory of the Commonwealth of The Bahamas and the costs of the stay of the Cuban health professional who does not pass the medical examination, until his return to the Republic of Cuba;

q) Make Cuban health professionals aware of the protocols of the therapeutic standards approved in the treatment standards by **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS,** and provide them with a language improvement course and other training, the length of which shall be adjusted to the category of the Cuban health professional;

r) Cover the initial costs of the Test of English as a Foreign Language (TOEFL) for Cuban health professionals. The costs of repeating the exam shall be assumed by the Cuban health professionals;

s) Guarantee the opening of the individual bank account of the Cuban health professionals upon their arrival in the Commonwealth of The Bahamas;

t) Facilitate to the Coordinator (legal representative) of CSMC, S.A., and the appointed coordination team, all the administrative and logistical facilities required for the accomplishment of their activities; and

u) Guarantee incentive payments to Cuban health professionals, in accordance with the labor law in force in the Commonwealth of The Bahamas, and communicate in writing to the Head of the Cuban Medical Brigade the way in which such payments shall be made.

3.3 Common Obligations and Special Obligations

a) **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** shall not enter into individual employment contracts within the public health system of The Commonwealth of The Bahamas with any contracted Cuban health professional who interrupts the term of this Agreement and seeks to be rehired in a personal basis, terminating at the time the Labor Contract is signed under this legal instrument.

b) In the event that a contracted Cuban health professional is dismissed for causes previously assessed between the representatives of **the Parties**, the Cuban health professional shall receive his contracted salary in accordance with the Labor Law of The Commonwealth of The Bahamas.

c) **The Parties** agree to respect the job positions (specialties) approved by the Cuba-Bahamas selection team.

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d) The results of the English test (TOEFL) shall constitute proof of the command and ability to speak, write and understand English at a level of efficiency that allows them to offer and present the services for which the Cuban health professionals to be hired have been contracted.

e) In the event of the death of a Cuban health professional contracted while working in the Commonwealth of The Bahamas, the Parties shall jointly arrange for the repatriation of the corpse of the Cuban health professional to Cuba. **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE COMMONWEALTH OF THE BAHAMAS** shall cover the expenses of up to $2,500.00, including the National Insurance Death Grant, to transport the corpse of the Cuban contracted health professional to an island with morgue facilities and provide the certification documentation required by the laws of the Commonwealth of The Bahamas for the repatriation of the body to the Republic of Cuba. CSMC S.A. shall provide the certification documents required by the laws of Cuba and pay for the international transportation of the body back to Cuba and a companion.

f) If a Cuban contracted health professional for reasons of illness, not caused by his/her negligence, has to discontinue his/her service, or if the qualified competent authority employed by **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE COMMONWEALTH OF THE BAHAMAS** or the Government of the Commonwealth of The Bahamas certifies that the Cuban contracted health professional is unable to continue rendering services in said territory, by reason of physical or mental health incapacity, **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE COMMONWEALTH OF THE BAHAMAS** shall pay all amounts earned by said contracted Cuban health professional up to the date of the resignation or certificate of incapacity. If the contracted Cuban health professional is at that time in the Commonwealth of The Bahamas, **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE COMMONWEALTH OF THE BAHAMAS** shall pay for the return airfare to the Republic of Cuba in accordance with the provisions of this Agreement.

IV. AMOUNT TO BE PAID AND WAY OF PAYMENT

4.1 **The Parties** agree that the value of this Agreement shall be determined by the total sum of the monthly amounts to be paid by **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** to **CSMC, S.A.**, in accordance with the physical presence of Cuban health professionals providing services in the Commonwealth of The Bahamas, in each payment period, in accordance with **Annex number I** of this instrument.

4.2 **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** shall deduct from the total monthly amount to be paid for the advisory services of the Cuban health professionals and shall pay, directly to them, the amount for allowance established for each professional in **ANNEX** I of this Agreement, and shall transfer to **CSMC, S.A.** the remaining amount.

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4.3 Payment to Cuban health professionals shall be made in the legal currency of The Bahamas, using the USD/BSD conversion, taking as a reference the exchange rate of the Central Bank of The Bahamas on the day of payment.

4.4 The payments referred to in sections 4.1 and 4.2 shall be made free of all types of burdens and taxes established in the Commonwealth of The Bahamas, so that the beneficiaries of the payments receive the amounts in full.

4.5 **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** shall make the advance payment of the allowance to the Cuban health professional at the moment of his arrival in the Commonwealth of The Bahamas, in order to guarantee his settlement and the creation of living conditions in the said territory; the successive payments shall be made within the first ten (10) days of the month following the closing of the month in which the payment is to be made.

4.6 **The Parties** agree that the currency of payment for the value of the agreed services is the USD and the currency of payment is the Canadian Dollar (CAD), taking as reference the exchange rate of the Central Bank of Canada, three (3) banking working days immediately prior to the day of the transfer.

In correspondence with the agreed services, the costs derived from the implementation of this Agreement, related to the provision of health services in The Bahamas, correspond to the payment in USD per month as stated in **Annex 1** of this Agreement, after deducting the total amount of the allowance granted to the Cuban health professionals, as indicated in clause **5.1** of this Agreement.

All Social Security contributions shall be deducted from the total amount to be transferred to **CSMC S.A.**

4.7 Cuban health professionals are entitled to a fifteen percent (15%) bonus at the end of the Agreement period. Fifty percent (50%) of the bonus shall be paid to **CSMC S.A.** and the remaining fifty percent shall be paid to the Cuban health professional.

4.8 The payment to be4 made by **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** to **CSMC S.A.**, shall be made, on a monthly basis, by bank transfer, within the first five working days following the expired month, to the following bank entity and account:

Bank account:	
Beneficiary:	CSMC. S.A.
Account No.:	04072100811490011
Name of the Bank:	Banco Internacional de Comercio, S.A. (BICSA)
Swift Code:	BIDCCUHH

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Bank Address: Inmobiliaria Monte Barreto, Edificio Jerusalén, Planta Baja, Avenida 3ra, entre 78 y 80 Miramar, Playa, La Habana, República de Cuba.

4.9. **THE MINISTRY OF HEALTH AND WELLNESS OF THE MANCOMUNITY OF THE BAHAMAS** shall immediately send **to CSMC, S.A.**, via e-mail, a copy of the bank Swift (MT103) and the tax document corresponding to each transfer made.

4.10. **CSMC, S.A.**, shall communicate to **THE MINISTRY OF HEALTH AND WELLNESS OF THE MANCOMUNITY OF THE BAHAMAS**, seventy-two (72) hours in advance, any change of transfer currency, reference exchange rate or bank account where payments should be directed in whole or in part.

4.11 The date of the first payment shall be made at the official beginning of the work of the Cuban health professionals, to the month completed and worked, within five (5) working days following the fulfillment of this term.

4.12 Under no circumstances shall bank transfers be made in U.S. dollars, nor shall U.S. banks located or not located in the United States be used, nor banks and/or branches without majority U.S. capital, nor subsidiaries of banks of other countries located in U.S. territory.

4.13 In the event that the payments to be made by the Commonwealth of The Bahamas are affected by non-compliance with the agreed conditions and requirements, the Commonwealth of The Bahamas shall maintain the payment obligation until such compliance is achieved, and **CMSC, S.A.**, shall be exempt from continuing with the performance of the agreed health services.

4.14 In the event that the payments to be made by **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** are affected by the non-observance of the conditions and requirements agreed upon, the latter shall maintain the payment obligation pending compliance, and **CSMC, S.A.**, shall be exempted from continuing with the performance of the agreed medical services.

4.15 If services are rendered during working hours in excess of those agreed upon, **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** shall pay 50% of the difference to CSMC, S.A. and 50% directly to the Cuban health professional. Payment shall be made under the same terms and conditions agreed upon in this Agreement.

V. CONFIDENTIALITY

5.1 **The Parties** undertake not to disseminate, disclose or make public any information exchanged between them or obtained by them in connection with this Agreement, when such information is not in the public domain, unless required by law or mutually agreed between them. The confidentiality commitment shall be valid for an additional period of two (2) years from the date of termination of this Agreement.

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5.2 **The Parties** shall not be under obligation to maintain the confidentiality of the information that is or becomes public knowledge, has been developed independently by the receiving party prior to the delivery, is evident to a technician in the matter based on information that is previously available, must be disclosed by operation of law or judicial requirement, in which case the counterpart must be notified as soon as possible in writing, so that they may exercise the corresponding legal actions, as well as deliver the information without any responsibility derived therefrom.

VI. EVALUATION OF RESULTS

The Parties shall evaluate the fulfillment of what was agreed in this Contract, once the term of six (6) months has elapsed counted from the date of beginning of the agreed services. Other evaluations may be carried out with the periodicity that **the Parties** mutually agree.

VII. CLAIMS AND CONFLICTS RESOLUTION

7.1 **The Parties** shall interpret and execute this Agreement under the principle of good faith. Any difference or claim of one of **the Parties** shall be resolved in consensus and in a friendly manner with the other Party. If no immediate solution is reached, the complaining Party shall submit a duly substantiated document in writing, at its legal address, by certified mail or in person, within a term not exceeding sixty (60) days after the occurrence of the difference or the breach claimed, respectively. **The Party** complained against shall respond, in the same way and by the same means, within thirty (30) days following the date of receipt of said claim. Once said term has elapsed, if a response has not been received, the claim shall be deemed to have been accepted and the dispute resolution procedure shall be expedited.

7.2 Once the conciliatory process has been exhausted without reaching a reasonable understanding, **the Parties** agree to submit their controversies to the Court of International Commercial Arbitration of the country where the breach occurs. The substantive law applicable to the Agreement shall be the legislation of the Commonwealth of The Bahamas, provided that such legislation and its effects do not contravene the principles of the social, economic and political system of the Republic of Cuba.

7.3 The recourse to the arbitration channel does not limit the success of the alternative solution agreed upon (mediation), which shall be considered valid provided that it satisfies the interests of both **Parties** at any time during the procedure.

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VIII. EXEMPTIONAL CAUSES OF LIABILITY

8.1 **The Parties** are not responsible for non-compliance or inadequate compliance with their respective obligations, when same are not possible to be met by reason of unforeseeable circumstances or force majeure, which shall be understood as unforeseeable extraordinary events or those that are unavoidable but beyond the will and the actions of one or both **Parties** and arising subsequent to the signing of this Contract.

8.2 Any provisions, regulations, proclamations, orders or actions, including the denial of a license, of foreign governments to the Parties or others that in any way prevent or attempt to prevent totally or partially the timely and complete performance of this Agreement shall not be considered as such causes or circumstances modifying the obligations arising from this Agreement.

8.3 Hereby faced with the occurrence of any event of force majeure or unforeseen circumstances, the part affected in the fulfillment of its obligation, shall send, in writing, notice of the happening within fifteen (15) days of its occurrence, to the other Part duly certified by the competent authority, providing information concerning the date of start of the event occurring, the possible duration, nature and consequence of the same, as well as, any other matter considered of interest within the circumstance alleged.

8.4 If the period of force majeure or unforeseen circumstances exceeds three (3) months uninterruptedly, **THE PARTIES** shall meet and consequently agree on the measures, terms and conditions necessary for the normalization of the situation and mitigate their effect as soon as possible, otherwise, the bond between both parties shall be hereby dissolved by mutual agreement.

IX. ENTRY INTO FORCE AND VALIDITY

This Agreement shall enter into force on the date of its signature and shall remain in force for one (1) year. At the expiration of the term, the outstanding agreed obligations, including the payment of what is due, shall remain in effect.

X. TERMINATION, SUSPENSION AND MODIFICATION

10.1 This Agreement may be terminated in advance, during its validity, by agreement of the Parties or by decision of any of them, by written notification to the other within a term not less than three (3) months prior to the date on which that Part intends that termination be effective. The unilateral termination proposal shall be made by the authorized representative, duly substantiated, at the legal domicile of the other Part, by certified mail or personally. in any of the following causes:

a) Judicial statement

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b) Repeated non-compliance with the obligations agreed in this Contract, by one of the **Parties,** without it being possible to reach a friendly solution.

In the case of paragraph b) above, the breaching Part shall have a term of thirty (30) days after receiving the communication to counteract the resolution action complying with the obligations to be fulfilled and that have motivated such action. Otherwise, the termination shall be effective in the proposed date.

10.2 The performance of the services covered by this Agreement may be suspended, withdrawing the Cuban health personnel providing services under this Agreement, when CSMC, S.A., through written notification to **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS**, considers and proves the existence of exceptional circumstances that so require, because the safety and physical integrity of the Cuban health professional is at risk or his presence in Cuba is required by order of the Cuban State. In such circumstances, **the Parties** shall expeditiously exchange and agree on the execution of the logistical and security measures necessary for a quick and efficient withdrawal of the Cuban health professional to another region within the territory of the Commonwealth of The Bahamas or to Cuban territory, as appropriate at **CSMC, S.A.'s** request.

The suspension of the services shall continue as long as the cause that originated it subsists, and until **CSMC, S.A**. notifies in writing to **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS** the possibility of resuming the provision of the services. In this situation, the Parties shall maintain the possible communication to adopt measures to allow the continuity of the Agreement without prejudice that any of **the Parties** may propose its termination in the manner and within the term set forth in paragraph 10.1 *above*.

This suspension due to exceptional circumstances shall not generate any compensation for **the Parties**, with the exception to the payment of outstanding debts or expenses inherent to the personnel evacuation process.

1.3 This Agreement may be modified by agreement between **the Parties**, through written supplements, which shall form an integral and inseparable part thereof, with equal legal value and legal effects

10.4 The termination, suspension or modification of this Agreement does not exempt the Parties from the payment of the outstanding debts for the services rendered, or from the liability derived from it, as well as from the right to claim them directly or through the means of settlement of agreed conflicts.

XI. OTHER COVENANTS

The Parties shall maintain direct exchange by electronic means, for the due execution of this Agreement, through the following e-mail addresses:

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For **CSMC, S.A.**: presidente@smcsalud.cu
For **THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS:** michaeldarville@bahamas.gov.bs

11.2 Any notice or notification with legal effects exchanged between **the Parties** during the term of this Agreement shall be delivered by the representative personally or sent by registered mail to the legal domicile of the addressee, and the Parties shall inform each other immediately and in writing of the modification of any of the data necessary for the constant flow of information between them. The notice and notification shall be deemed to have been received on the date on which receipt thereof is confirmed in writing.

And in witness whereof, this Agreement is signed in Havana, Republic of Cuba, on the ____ day of the month _____ of the year 2023, in four (4) originals, of which two (2) are in the Spanish language and two (2) in the English language, the texts having equal validity. In case of any difference in the interpretation of this Agreement, the Spanish language version shall prevail.

Lic. Beatriz Areiza Fraga
First Vice-President
CSMC, S.A.

Dr. Michael Darville
Minister of Health and Wellness

Dr. Victor Ernesto Felipe Tamayo
Business Vice president CSMC, S.A.

PRESIDENCIA SMC Comercializadora de Servicios Médicos Cubanos, S.A.

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ANNEX No. I TO AGREEMENT No. _____/2023 FOR THE PROVISION OF MEDICAL SERVICES BETWEEN COMERCIALIZADORA DE SERVICIOS MÉDICOS CUBANOS, S.A. AND THE MINISTRY OF HEALTH AND WELLNESS OF THE COMMONWEALTH OF THE BAHAMAS.

COMPOSITION OF THE TEAM OF PROFESSIONALS

CATEGORY	No.	FEES FOR THE SERVICES PROVIDED (USD)			
		FEES	MONTHLY	3 MONTHS	12 MONTHS
Medical Specialists Advisors	2	6 000.00	12 000.00	36.000.00	144.000.00
Computer Sciences Engineer	1	5 000.00	5 000.00	15.000.00	60.000.00
Bachelor in Health Information	1	5 000.00	5 000.00	15.000.00	60.000.00
Total	4		22.000.00	66.000.00	264.000.00

ALLOWANCE AND ACCOMMODATION OF PROFESSIONALS

CATEGORY	No.	Allowance	Month Allowance
Medical Specialists Advisors	2	1.200,00	2.400,00
Computer Sciences Engineer	1	990,00	990,00
Bachelor in Health Information	1	990.00	990.00
TOTAL	4		4 380.00

Lic- Beatriz Areña Frega
First Vice-President
CSMC, S.A.

Dr. Michael Darville
Minister of Health and Wellness

Dr. Victor Ernesto Felipe Tamayo
Business Vice president, CSMC, S.A.

PRESIDENCIA SMC Comercializadora de Servicios Médicos Cubanos, S.A.