

AstraZeneca

LETTER DONATION AGREEMENT NO 043DA/2021	PISMO - UGOVOR O DONACIJI BR 043DA/2021
<p><b>Donator:</b> Representative Office AstraZeneca UK Limited, No. 1i, Milutina Milankovica St., 11070 Belgrade, represented by Aleksandar Tripković ("Provider of the Donation")</p> <p><b>For the attention of:</b> Clinical Center of Montenegro, Ljubljanska street nn, 81000 Podgorica, Dr Ljiljana Radulović ("Receiver of the Donation")</p>	<p><b>Donator:</b> Predstavništvo AstraZeneca UK Limited, Milutina Milankovica 1i, 11070 Beograd, Srbija, koga zastupa Aleksandar Tripković ("Davalac donacije")</p> <p><b>Primalac:</b> Klinički Centar Crne Gore, Ljubljanska bb, 81000 Podgorica, Crna Gora, Dr Ljiljana Radulović ("Primalac donacije")</p>
<p><b>Supplier:</b> Farmegra Ltd., Kritskog odreda street 4/1, Podgorica 81000, Director Branislava Raičević ("Supplier of the Donation")</p>	<p><b>Isporučilac:</b> Farmegra d.o.o, Kritskog odreda 4/1, 81000 Podgorica, Direktor Branislava Raičević ("Isporučilac donacije")</p>
22.02.2021	22.02.2021
Dear Dr Ljiljana Radulović,	Poštovana, Dr Ljiljana Radulović

Predmet donacije/Subject of donation:

purchasing of 100 PAXgene Blood DNA Tube / kupovinu 100 epruveta PAXgene Blood DNA Tube

Value of donation/Vrednost donacije: 294.02 EUR

<p>I write further to our recent discussions in relation to AstraZeneca UK Limited ("AstraZeneca") providing the Clinical Center of Montenegro ("Organization") material support by covering the costs for purchasing of 100 PAXgene Blood DNA Tube for BRCA blood tests for 15 female patients with ovarian cancer in the amount of 294.02 EUR ("Object of Donation").</p>	<p>Pišem Vam nakon naših nedavnih razgovora o tome da AstraZeneca UK Limited ("AstraZeneca") obezbedi Kliničkom centru Crne Gore ("Organizacija") materijalnu podršku u vidu pokrivanja troškova za kupovinu 100 epruveta PAXgene Blood DNA Tube za BRCA testiranja iz krvi za 15 pacijentkinja sa karcinomom jajnika, a u ukupnom iznosu od 294,02 EUR ("Predmet donacije").</p>
<p>I am pleased to confirm that AstraZeneca has agreed to provide the Organization with purchasing of 100 PAXgene Blood DNA Tube as a gesture of goodwill based on the terms set out in this letter.</p>	<p>Zadovoljstvo mi je da Vam potvrdim da je AstraZeneca pristala da obezbedi kupovinu 100 epruveta PAXgene Blood DNA Tube za Organizaciju kao gest dobre volje, pod uslovima definisanim u ovom pismu.</p>
<p>AstraZeneca and the Organization ("the Parties") agreed that purchasing of 100 PAXgene Blood DNA Tube will be provided by AstraZeneca to the Organisation under the following terms:</p>	<p>AstraZeneca i Organizacija ("Ugovorne strane") su saglasne da AstraZeneca besplatno obezbedi kupovinu 100 epruveta PAXgene Blood DNA Tube za Organizaciju pod sledecim uslovima:</p>
<p>1. Provider of the Donation will on the name of material support provide the Donation Receiver financial support by covering costs for purchasing of 100 PAXgene Blood DNA Tube</p>	<p>1. Davalac donacije ce na ime materijalne podrške Primaocu donacije pružiti materijalnu pomoc u vidu pokrivanja troškova za kupovinu 100 epruveta PAXgene Blood DNA Tube za</p>



<p>for BRCA blood tests for 15 female patients with ovarian cancer in the total amount of 294.02 EUR ("Object of Donation") by paying the amount of 294.02 EUR to company Farmegra d.o.o. Podgorica to bank account no. ME2554000007300318406 based on proforma/offer No. 3008/2020 issued on 22.09.2020 by Farmegra d.o.o. Podgorica. The company Farmegra d.o.o. Podgorica will upon realized payment deliver purchasing of 100 PAXgene Blood DNA Tube to the Donation Receiver.</p>	<p>BRCA testiranja iz krvi za 15 pacijentkinja sa karcinomom jajnika, a u ukupnom iznosu od 294,02 EUR ("Predmet donacije") od čega će vrednost od 294,02 EUR biti uplacena Farmegra d.o.o. Podgorica na tekuci racun br. ME2554000007300318406 na osnovu predracuna/ponude br. 3008/2020 izdatoj dana 22.09.2020. godine od strane Farmegra d.o.o. Podgorica.</p>
<p>Payment of any money included in the Support shall be made by AstraZeneca to the Supplier and should be in the specified account within 60 days from receipt of a signed copy of this letter. It will not be paid in cash in any circumstances.</p>	<p>Plaćanje Isporuciocu bilo koje sume novca uključene u Podršku će biti izvršeno od strane AstraZeneca preko specijalnog racuna u roku od 60 dana dana od dana prijema originalnog racuna/otpremnice. Gotovina neće biti placena ni pod kojim okolnostima.</p>
<p>2. The Receiver of the Donation is obliged, in a period of one month after the the realisation of the Donation, to provide proofs of receipt of the Object of Donation bill of lading with specification.</p>	<p>2. Primalac donacije je obavezan da u roku od mesec dana od izvršene isporuke predmeta donacije dostavi dokaze o prijemu doniranih sredstava u vidu računa - otpremnice sa specifikacijom.</p>
<p>3. This letter constitutes the entire agreement between the Parties with respect to its subject matter and the Registration Fees and supersedes all prior arrangements, undertakings, understandings or agreements, whether written or oral, with respect to its subject matter. The Parties confirm that in entering into this letter they are not relying on any statements, representations, warranties or covenants of any person (whether a Party or not) except as specifically set out in this letter including any such statements, representations or covenants made by a Party or its representatives prior to entering into this letter. The Parties each waive all rights and remedies which, but for this provision, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. This paragraph shall not exclude or limit liability for fraud or fraudulent misrepresentation.</p>	<p>3. Ovo pismo predstavlja celokupan sporazum između strana u pogledu ove predmeta donacije i ono ima preovlađujuću pravnu snagu nad svim prethodnim aranžmanima, preuzetim obavezama, razumevanjima ili sporazumima, bilo da su dati u pisanoj formi ili usmenoj, a u vezi sa ovom donacijom. Ugovorne strane potvrđuju da se sastavljanjem ovog pisma ne oslanjaju na bilo kakve izjave, tvrdnje, garancije ili ugovorne obaveze bilo kog lica (bilo da je jedna od ovde navedenih strana ili ne), osim kako je to izričito definisano u ovom pismu, uključujući takve izjave, tvrdnje ili ugovorne obaveze koje je sačinila neka Ugovorna strana ili njeni predstavnici pre sastavljanja ovog pisma. Svaka od Ugovornih strana se odriče svih prava i pravnih lekova koji bi joj, da nije ove odredbe, inače mogli biti na raspolaganju, a u vezi sa svakom tvrdnjom, garancijom, kolateralnim ugovorom ili nekim drugim uveravanjem. Ovaj stav neće isključivati ili ograničavati odgovornost za prevaru ili lažno predstavljanje.</p>
<p>4. AstraZeneca shall not be liable to the Organisation or any third party for any loss of profits, data, business or contracts or for any costs or additional expenses incurred or for any indirect or consequential loss howsoever</p>	<p>4. AstraZeneca neće biti odgovorna Organizaciji ili bilo kom trećem licu za bilo koje gubitke profita, podataka, poslovanja ili ugovora, ili bilo koje troškove ili dodatne izdatke koji su proistekli, ili za bilo koju</p>




<p>arising and whether in negligence or otherwise. AstraZeneca has no liability for any defects in the Object of donation and shall not be liable for any losses, damages, injuries or expenses suffered or incurred by the Organization or by any third party in relation to the Object of donation. Furthermore, AstraZeneca shall not be responsible for any installation, maintenance or support for the Object of donation.</p>	<p>indirektnu ili posledicnu štetu koja iz ma kog razloga proističe bilo usled nemara ili nekog drugog razloga. AstraZeneca neće biti odgovorna za bilo kakav nedostatak na Predmetu donacije niti će biti odgovorna za bilo koje gubitke, štetu, povrede ili troškove Organizaciji nastale ili u vezi sa Predmetom donacije. Dalje, AstraZeneca neće biti odgovorna za bilo kakvu instalaciju, održavanje ili podršku u vezi sa Predmetom donacije.</p>
<p>5. Nothing in this letter limits or excludes AstraZeneca's liability (a) for death or personal injury arising out of negligence, (b) for fraud, fraudulent misrepresentation, criminal acts or the tort of deceit or (c) where such a limitation or exclusion would be contrary to law.</p>	<p>5. Ništa u ovom pismu neće ograničavati ili isključivati odgovornost AstraZeneca (a) za smrt ili povredu lica do koje je došlo usled nemara; (b) za prevaru, lažnu interpretaciju, krivična dela ili prevaru; ili (c) gde bi takvo ograničenje ili izuzetak bili u suprotnosti sa zakonom.</p>
<p>6. The Organisation acknowledges that the arrangements set out in this letter and the donation by AstraZeneca of the Subject of Donation to the Organisation will remain independent of all decisions relating to drug choice of any clinician which the Organisation engages and are not, in any way, offered, promised or made as an incentive or reward for any past, present or future willingness to prescribe, administer, recommend, purchase, pay for, reimburse, authorise, approve, supply or use any products or services sold or provided by AstraZeneca, or to obtain or retain business, or to gain any other business advantage for AstraZeneca.</p>	<p>6. Organizacija prihvata da će aranžmani definisani u ovom pismu i doniranje sredstava Organizaciji od strane AstraZeneca ostati nezavisni od svih odluka u vezi sa izborom lekova bilo kog lica koga Organizacija angažuje i da oni nisu, ni na koji način, ponudeni, obećani ili dati kao podsticaj ili nagrada za bilo kakvu prošlu, sadašnju ili buduću spremnost da se prepišu, daju, preporuče, kupe, plate, nadoknade, ovlaste, odbore, nabave ili upotrebe bilo koji proizvodi ili usluge koje prodaje ili pruža AstraZeneca ili da bi se pribavio ili zadržao posao ili dobila bilo koja druga poslovna prednost za AstraZeneca.</p>
<p>7. AstraZeneca has a commitment to openness and transparency with regard to any donations, sponsorship or partnership funding it provides ("Funding"). The Organisation hereby acknowledges and agrees that AstraZeneca reserves the right, in its sole discretion, to disclose information regarding the Funding, including the Organisation's name, the program funded, the amount of the Funding and the nature of any other material support given. In particular, AstraZeneca is obliged to make publicly available at a national and European level a list of patient organisations to which it provides financial support and/or significant indirect/non-financial support on at least an annual basis. The Organisation agrees that AstraZeneca may disclose details about the Funding to comply with this obligation.</p>	<p>7. AstraZeneca se obavezala na otvorenost i transparentnost u pogledu svih donacija, sponzorstava ili partnerstva za koje obezbeđuje finansiranje ("Finansiranje"). Organizacija ovim putem prihvata i saglasna je da AstraZeneca zadržava pravo, po sopstvenoj diskrecionoj odluci, da otkrije informacije u vezi sa finansiranjem, uključujući ime Organizacije, program koji je finansiran, iznos finansiranja i prirodu bilo koje druge materijalne podrške koja je pružena. Naročito, AstraZeneca je u obavezi da objavi na nacionalnom i evropskom nivou spisak organizacija kojima pruža finansijsku podršku i/ili značajnu indirektnu/nefinansijsku podršku bar na godišnjem nivou. Organizacija je saglasna da AstraZeneca može da otkrije detalje o finansiranju da bi ispunila ovu obavezu.</p>
<p>8. The Organisation shall ensure that neither it</p>	<p>8. Organizacija će se postarati da ni ona, niti</p>

<p>nor any of its officers, employees, directors, consultants, agents, representatives or sub-contractors (i) take any action which could render any AstraZeneca group company liable under the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 or any other applicable laws and regulations for the prevention of fraud, corruption, racketeering, money laundering and/or terrorism or (ii) cause any employee of an AstraZeneca group company to be in violation of the AstraZeneca Code of Conduct available at <a href="http://www.astrazeneca.com">www.astrazeneca.com</a>, as in force from time to time.</p>	<p>bilo ko od njenih zvaničnika, zaposlenih, direktora, konsultanata, agenata, predstavnika ili podugovarača (i) ne preuzima nikakve akcije koje bi mogle učiniti bilo koju kompaniju AstraZeneca Grupe odgovornom na osnovu Zakona SAD o koruptivnim praksama iz 1997. godine (US Foreign Corrupt Practices Act of 1977), i Zakona o korupciji iz 2010. godine (UK Bribery Act 2010) ili bilo kojim drugim važećim zakonima ili propisima za sprečavanje prevare, korupcije, reketiranja, pranja novca i/ili terorizma, ili (ii) neće izazvati da bilo koji zaposleni neke od kompanija AstraZeneca Grupe krši AstraZeneca Kodeks ponašanja koji se može naći na <a href="http://www.astrazeneca.com">www.astrazeneca.com</a>, a koji je u tom momentu na snazi.</p>
<p>9. The provisions of this Letter shall be governed by Serbian laws and all of the provisions of this letter are severable and in the event of any of them being held to be invalid to any extent by any competent court this Letter shall be interpreted as if such invalid provisions were omitted from this letter to that extent.</p>	<p>9. Odredbe ovog pisma rukovodiće se srpskim pravom i sve odredbe ovog pisma su odvojive, tako da u slučaju da bilo koja od njih bude smatrana nevažećom u bilo kojoj meri od strane nekog nadležnog suda, ovo pismo biće tumačeno kao da su te nevažeće odredbe izostavljene iz ovog pisma u toj meri. Molimo Vas da naznačite svoje prihvatanje odredbi ovog pisma tako što ćete potpisati i datirati duplikat ovog pisma i vratiti mi ga.</p>
<p>Please would you indicate your acceptance of the provisions of this Letter by signing and dating the duplicate of this letter and returning it to myself.</p>	<p>Molimo Vas da naznačite svoje prihvatanje odredbi ovog pisma tako što ćete potpisati i datirati duplikat ovog pisma i vratiti mi ga.</p>
<p>This Agreement is made in 3 (three) identical copies, one (1) for the Provider of the Donation, one (1) for the Receiver of the Donation and one (1) for the Supplier of the Donation.</p>	<p>Ovaj Ugovor je sačinjen u 3 (tri) istovetna primerka od kojih 1 (jedan) za Davaoca donacije, 1 (jedan) za Primaoca donacije i 1 (jedan) za Isporučioca donacije.</p>

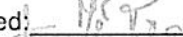
AstraZeneca

Yours sincerely,

  
Aleksandar Tripković, Country Director

AstraZeneca UK Limited

Agreed and accepted on behalf of the Receiver  
of the Donation:

Signed:   
Name: Dr Ljiljana Radulović

Date: 16.03.2021.g.

S poštovanjem

  
Aleksandar Tripković, Country Director

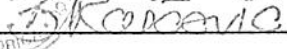
AstraZeneca UK Limited

Dogovoreno i prihvaćeno u ime Primaoca  
donacije:

Potpisao:   
Ime: Dr Ljiljana Radulović

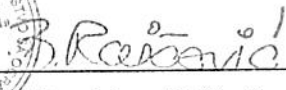
Datum: 16.03.2021.g.

Agreed and accepted on behalf of the Supplier  
of the Donation:

Signed:   
Name: Direktor Branislava Raičević

Date: \_\_\_\_\_

Dogovoreno i prihvaćeno u ime Isporučioca  
donacije:

Potpisao:   
Ime: Direktor Branislava Raičević

Datum: \_\_\_\_\_