

D.O.O. "GLOSARIJ"  
 Broj: 44  
 Podgorica, 17.02.2021. god.

AstraZeneca UK Limited  
 Predstavništvo za Srbiju i Crnu Goru  
 Br. 128  
 10.02.2021. god.  
 BEOGRAD

Crna Gora  
 KLINIČKI CENTAR CRNE GORE  
 Predstavništvo AstraZeneca UK Ltd.  
 Milutina Milankovića 11, 11000 Beograd, Srbija  
 T: +381 11 3336 900 • F: +381 11 3674 310  
 www.astrazeneca.com  
 238115

AstraZeneca

PISMO - UGOVOR O DONACIJI BR 027DA/2021	LETTER DONATION AGREEMENT NO 027DA/2021
<b>Donator:</b> Predstavništvo AstraZeneca UK Limited, Milutina Milankovića 11, 11070 Beograd, Srbija, koga zastupa Aleksandar Tripković ("Davalac donacije")	<b>Donator:</b> Representative Office AstraZeneca UK Limited, No. 11, Milutina Milankovića St., 11070 Belgrade, represented by Aleksandar Tripkovic ("Provider of the Donation")
<b>Primalac:</b> Klinički Centar Crne Gore, Ljubljanska bb, 81110 Podgorica, koga zastupa Dr Ljiljana Radulović ("Primalac donacije")	<b>For the attention of:</b> Klinički Centar Crne Gore, Ljubljanska bb, 81110 Podgorica, Dr Ljiljana Radulović ("Receiver of the Donation")
<b>Uvoznik:</b> Glosarij doo, Vojislavljevića 76, 81000 Podgorica, Direktor Mirjana Mijušković ("Uvoznik")	<b>Importer:</b> Glosarij doo, Vojislavljevića 76, 81000 Podgorica, Director Mirjana Mijušković (Importer)
04.02.2021	04.02.2021.
Poštovana, Dr Ljiljana Radulović	Dear Dr Ljiljana Radulović,
Predmet/Re:	

Gotov lek Product	Rok trajanja Shelf life	Količina Quantity	Cena po pakovanju EUR Price per package EUR	Ukupna cena EUR Total price EUR
NEXIUM IV INF 40MG VI 10X5ML ME	PCKB 31.12.2021.	500	33.58	16,790.00
		Total: 500		Total: 16,790.00

Pišem Vam nakon naših nedavnih razgovora o tome da AstraZeneca UK Limited ("AstraZeneca") besplatno isporuči Kliničkom centru Crne Gore, ("Primaocu donacije") sledeće gotove lekove koji bi se koristili za lecenja GERB-a, eradikacije Helicobacter pylori i kod Zollinger Ellisonovog sindroma, a u ukupnom iznosu od 16.790,00 EUR ("Predmet donacije").	I write further to our recent discussions in relation to AstraZeneca UK Limited ("AstraZeneca") providing to the Klinički Centar Crne Gore (the "Receiver of the Donation") following products, free of charge, which will be used for treatment of GERD, eradication of Helicobacter pylori and in Zollinger Ellison syndrome and in the total amount of 16,790.00 EUR (the "Object of Donation").
Zadovoljstvo mi je da Vam potvrdim da je AstraZeneca pristala da obezbedi gotove lekove za Primaoca donacije kao gest dobre volje, pod uslovima definisanim u ovom pismu.	I am pleased to confirm that AstraZeneca has agreed to provide the Receiver of the Donation with AZ products as a gesture of goodwill based on the terms set out in this letter.
AstraZeneca, Primalac donacije i Uvoznik ("Ugovorne strane") su saglasne da AstraZeneca besplatno isporuči gotove lekove za "Primaoca donacije" pod sledećim uslovima:	AstraZeneca, the Receiver of the Donation and the Importer ("the Parties") agreed that the Subject of Donation will be provided by AstraZeneca to the Receiver of the Donation under the following terms:
1. Davalac donacije ce na ime materijalne podrške Primaocu donacije pružiti materijalnu pomoć u vidu besplatne isporuke gotovog leka: NEXIUM IV INF 40MG VI 10X5ML ME koji će	1. Provider of the Donation will on the name of material support provide the Donation Receiver, free of charge, following AZ products: NEXIUM IV INF 40MG VI 10X5ML ME which



<p>se koristiti za lecenja GERB-a, eradikacije Helicobacter pylori i kod Zollinger Ellisonovog sindroma, a u ukupnom iznosu od 16.790,00 EUR ("<b>Predmet donacije</b>"). Uvoznik se obavezuje da izvrši uvoz Predmeta donacije. Gotovi lekovi, Predmet donacije, se isporučuju kao jedna pošiljka, FCO skladište Primaoca donacije. Datum prijema gotovih lekova u prostorijama Primaoca donacije smatraće se datumom isporuke.</p>	<p>will be used in therapy for treatment of GERD, eradication of Helicobacter pylori and in Zollinger Ellison syndrome and in the total amount of 16,790.00 EUR (the "<b>Object of Donation</b>"). Importer is obliged to realize the import of the Object of the Donation. Object of the Donation will be delivered as one delivery, FCO warehouse of the Receiver of the Donation. The date of receipt of goods in the Donation Receiver's premises will be considered as the date of the delivery.</p>
<p>2. Primalac donacije je obavezan da u roku od mesec dana od izvršene isporuke gotovih lekova dostavi dokaze o prijemu doniranih sredstava u vidu jednog original primerka otpremnice.</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 with one original Confirmation of Receipt of donated goods.</p>
<p>3. Davalac donacije se obavezuje da gotovi lekovi odgovaraju deklarisanom sadržaju i kvalitetu. Kvalitativan i kvantitativan prijem gotovih lekova se vrši na odredištu Primaoca donacije. Uočeni nedostaci pri kvalitativnom i kvantitativnom prijemu, kao što su oštećenje, manjak ili višak porucenih gotovih lekova u odnosu na fakturu, konstatovace se zapisnikom Primaoca donacije a zapisnik dostaviti Uvozniku najkasnije u roku od 10 (deset) dana od prijema gotovih lekova. Ukoliko komisija Primaoca donacije u navedenom roku ne dostavi zapisnik o prijemu Uvozniku, smatraće se da su primljeni gotovi lekovi bez kvalitativnog i kvantitativnog oštećenja.</p>	<p>3. Provider of the Donation undertakes that donated products correspond with specified content and quality. Qualitative and quantitative receipt of products will be realised at the premises of Receiver of the Donation. Noted deficiencies such as damage, lack or excess of ordered goods, with regard to the Invoice, will be stated in a Donation Receiver record which will be delivered to the Importer not later than 10 (ten) days after the receipt of goods. In case that no Record has been delivered from the Donation Receiver to the Importer, in the stated timeline, it will be considered that the goods are received without qualitative and quantitative damages.</p>
<p>4. Ovo pismo predstavlja celokupan sporazum između strana u pogledu ove predmeta donacije i ono ima preovladajuću 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</p>	<p>4. 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>



ograničavati odgovornost za prevaru ili lažno predstavljanje.	misrepresentation.
5. AstraZeneca neće biti odgovorna Primaocu donacije 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 indirektnu ili posledicnu štetu koja iz ma kog razloga proističe bilo usled nemara ili nekog drugog razloga.	5. AstraZeneca shall not be liable to the Receiver of the Donation 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 arising and whether in negligence or otherwise.
6. 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, lažno interpretaciju, krivična dela ili prevaru; ili (c) gde bi takvo ograničenje ili izuzetak bili u suprotnosti sa zakonom.	6. 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.
7. Primalac donacije prihvata da će aranžmani definisani u ovom pismu i doniranje sredstava Primaocu donacije od strane AstraZeneca ostati nezavisni od svih odluka u vezi sa izborom lekova bilo kog lica koga Primalac donacije 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.	7. The Receiver of the Donation acknowledges that the arrangements set out in this letter and the donation by AstraZeneca of the Subject of Donation to the Receiver of the Donation will remain independent of all decisions relating to drug choice of any clinician which the Receiver of the Donation 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.
8. AstraZeneca se obavezala na otvorenost i transparentnost u pogledu svih donacija, sponzorstava ili partnerstva za koje obezbeđuje finansiranje (" <b>Finansiranje</b> "). Primalac donacije ovim putem prihvata i saglasna je da AstraZeneca zadržava pravo, po sopstvenoj diskrecionoj odluci, da otkrije informacije u vezi sa finansiranjem, uključujući ime Primaocu donacije, 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. Primalac donacije je saglasan da AstraZeneca može da otkrije detalje o finansiranju da bi ispunila ovu obavezu.	8. AstraZeneca has a commitment to openness and transparency with regard to any donations, sponsorship or partnership funding it provides (" <b>Funding</b> "). The Receiver of the Donation hereby acknowledges and agrees that AstraZeneca reserves the right, in its sole discretion, to disclose information regarding the Funding, including the name of the Receiver of the Donation, 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 Receiver of the Donation agrees that AstraZeneca may disclose details about the Funding to comply with this obligation.



<p>9. Primalac donacije će se postarati da ni on, niti bilo ko od njegovih zvaničnika, zaposlenih, direktora, konsultanata, agenata, predstavnika ili podgovarača (i) ne preduzima nikakve akcije koje bi mogle učiniti bilo koju kompaniju AstraZeneca Grupe odgovornom na osnovu Zakona SAD o koruptivnim praksama iz 1997. godine (<i>US Foreign Corrupt Practices Act of 1977</i>), i Zakona o korupciji iz 2010. godine (<i>UK Bribery Act 2010</i>) 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 Receiver of the Donation shall ensure that neither it 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>10. 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.</p>	<p>10. 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>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>Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka od kojih po 1 (jedan) za Davaoca donacije i za Primaoca donacije, i 2 (dva) za Uvoznika.</p>	<p>This Agreement is made in 4 (four) identical copies, one (1) for the Provider of the Donation and for the Receiver of the Donation, 2 (two) for the Importer.</p>

AstraZeneca

S poštovanjem,

Aleksandar Tripković, Country Director

Yours sincerely,

Aleksandar Tripković, Country Director

AstraZeneca UK Limited

Dogovoreno i prihvaćeno u ime Primaoca donacije:

Potpisao: [Signature]  
Ime: Ljiljana Radulović, Dr

Datum: 10.03.2021.g.

AstraZeneca UK Limited

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

Signed: [Signature]  
Name: Ljiljana Radulović, Dr 1

Date: 10.03.2021.g.

Dogovoreno i prihvaćeno u ime Uvoznika:

Potpisao: [Signature]  
Ime: Mirjana Mijušković, Direktor  
Datum: 17.02.'21

Agreed and accepted on behalf of the Importer:

Signed: [Signature]  
Name: Mirjana Mijušković, Director  
Date: 17.02.'21