

N001-02-41P

2.4. 21 god.

Na osnovu molbe Primaoca i Pisma namjere Davaoca , u Podgorici, zaključuje se

## UGOVOR O DONACIJI

Između:

Hoffmann - La Roche Ltd, dijela stranog društva, Podgorica, registarski broj kod CRPS Podgorica 6-0007794/006, sa adresom: ulica Cetinjska br. 11, 81000 Podgorica, koga zastupa ovlašćeno lice Miloš Ičević JMBG 3003983210325, (u daljem tekstu: Roche) sa jedne strane, i

**Klinički centar Crne Gore**, Ljubljanska b.b., Podgorica, Crna Gora, koju zastupa dr Ljiljana Radulović, (u daljem tekstu: Primalac) sa druge strane

### 1.DONACIJA

- 1.1. Predmet ovog ugovora je donacija jednog kita ALK u vrijednosti od **8,096,79 EUR**, koju će Roche pružiti Primaocu kao podršku aktivnosti opisanih detaljno u molbi Primaoca od **23.03.2020.** godine.
- 1.2. Primalac ima potrebu za Ventana ALK reagensima za ICH testiranje, te se obratio molbom Roche-u za obezbjeđenje donacije reagenasa na datum 23.03.2020.
- 1.3. Potrebni reagensi su:
  - VENTANA anti-ALK (D5F3) Rabbit Mon. Primary Antibody- 1 kom
  - Rabbit monoclonal negative control IgG- 1 kom
  - OptiView DAB IHC Detection Kit- 1 kom
  - Optiview Amplification kit- 1 kom
  - EZ Prep Concentrate (10x)- 1 kom
  - LCS (predilute)- 2 kom
  - 10x SSC- 1 kom
  - Reaction Buffer- 1 kom

Ltd, part of the foreign company, Podgorica, in Podgorica, it is concluded

## DONATION AGREEMENT

Entered into between :

Hoffmann - La Roche Ltd, part of foreign company, Podgorica, registration number with CRCE Podgorica 6-0007794/006, with the address Cetinjska street No 11, 81000 Podgorica, represented by authorized person Milos Icevic JMBG 3003983210325, (hereinafter: Roche) on one side,, and,

**Clinical Center of Montenegro**, Ljubljanska b.b., Podgorica, Montenegro, represented by dr Ljiljana Radulović (hereinafter: Recipient) on the other side

### 1.DONATION

- 1.1. Subject of this Agreement is donation in a form of reagents for ICH testing) one ALK reagents kit (in the value of **8,096,79 EUR**, which Roche will donate to Recipient as the support of the activities described in details in Request filed by Recipient dated **23.03.2020.** Recipient has the need for Ventana reagents for ALK ICH testing, has filed Request to Roche dated 23.03.2020. for help for getting a reagents .
- 1.2. List of reagents:
  - VENTANA anti-ALK (D5F3) Rabbit Mon. Primary Antibody- 1 pcs
  - Rabbit monoclonal negative control IgG- 1 pcs
  - OptiView DAB IHC Detection Kit- 1 pcs
  - Optiview Amplification kit- 1 pcs
  - EZ Prep Concentrate (10x)- 1 pcs

<ul style="list-style-type: none"> <li>• Cell Conditioning sol. (CC1)- 1 kom</li> <li>• Hematoxylin II- 1 kom</li> <li>• Bluing reagent- 1 kom</li> <li>• Labels barcode printer - 1 kom</li> </ul> <p>1.4. Primalac se obavezuje da će pružena podrška biti iskorišćena samo u svrhe aktivnosti opisane Molbom iz člana 2 ovog Ugovora. U slučaju da bilo koji iznos namijenjene donacije ne bude iskorišten u svrhe opisane Molbom, Primalac se obavezuje da će o istom obavijestiti Roche, te da će obje strane naći sporazumno rješenje u obostranu korist.</p> <p>1.5. Primalac oslobađa Roche od odgovornosti za bilo kakav gubitak, trošak (uključujući i advokatske troškove), odgovornost, štetu ili potraživanje nastale iz upotrebe opredijeljene donacije.</p> <p>1.6. Svi dodaci ovog Ugovora čine njegov sastavni dio. Međutim, svaka potencijalna direktna korist koja se nudi ROCHE u Molbi (usluge, prava, itd.) ne predstavljaju dio ovog Ugovora i nije njegova posljedica niti će biti prihvaćen od strane Roche, osim ako je eksplicitno opisana u ovom Ugovoru. Termin direktna materijalna korist isključuje svako obećano priznanje podrške, kao i prikazivanje Roche logoa u nepromotivne svrhe, kao i svih obećanih izvještaja sa sadržajem povratnih informacija koje bi Primalac pružio ROCHE u svrhe provjere kvaliteta/ vrijednosti aktivnosti oposanih u Molbi.</p>	<ul style="list-style-type: none"> <li>• LCS (predilute)- 2 pcs</li> <li>• 10x SSC- 1 pcs</li> <li>• Reaction Buffer- 1 pcs</li> <li>• Cell Conditioning sol. (CC1)- 1 pcs</li> <li>• Hematoxylin II- 1 pcs</li> <li>• Bluing reagent- 1 pcs</li> <li>• Labels barcode printer - 1 pcs</li> </ul> <p>1.3. Recipient ensures that the donation is to be used only in line with activities described in the Request from article 2 of this Agreement. Should any amount not be spent / used for purpose described in the Request, Recipient will immediately and formally inform Roche and both parties will negotiate in good faith and will agree upon a mutually satisfactory solution.</p> <p>1.4. Recipient releases Roche from any liability for loss, expense, cost (including attorney's fees), liability, damage or claim incurred by it arising out of the use of the given donation.</p> <p>1.5. All Appendices to this Agreement shall form an integral part to this Agreement. However, any potential direct tangible benefits that are offered to ROCHE in the Request (services, entitlements, etc.) do not form part of this Agreement and are not due under this Agreement nor will be accepted by Roche except if these are explicitly mentioned in the Agreement. The term direct tangible benefits excludes any promised recognition of support by displaying the Roche logo in a non-promotional context and any promised feedback reports to be provided by the Recipient to ROCHE in order to check on the quality/value of the activity described in the Request.</p>
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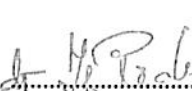

<p><b>2. PLAĆANJE</b></p> <p>2.1. Roche se obavezuje da će dati podršku Primaocu opisanu bliže u Članu 2 ovog Ugovora, u vidu donacije u iznosu od 8,096.79 € čime podržava aktivnosti Primaoca detaljnije opisane u priloženoj molbi.</p> <p>2.2. Donacija je u iznosu od 8,096,79 € koje će ROCHE uplatiti odjednom, najkasnije do 31.05.2021. godine. Bruto iznos će biti uplaćen na žiro račun kompanije „ Farmegra d.o.o.” Podgorica, koja će obezbijediti potrebnu uslugu, kod Societe Generale banke na broj partije: 550-11290-66. Sve troškove u smislu poreza i doprinosa po osnovu ove uplate snosi ROCHE</p> <p><b>3. SVRHA I USKLADENOST SA ZAKONIMA</b></p> <p>3.1. Primalac shvata da Roche putem obezbijeđene donacije nema namjeru da izazove, utiče na postojeće i nagradi ranije, sadašnje niti buduće propisivanje, snabdijevanje, nabavku, niti da preporuči upotrebu Roche proizvoda.</p> <p>3.2. Donacija koja je predmet ovog Ugovora je :</p> <p>a) U skladu sa svim primjenljivim zakonima i regulativom.</p> <p>b) Nema svrhu promocije bilo kog od Roche proizvoda.</p> <p>c) Nije u vezi sa nabavkom, snadbijevanjem niti preporukom Roche proizvoda.</p>	<p><b>2. PAYMENT</b></p> <p>2.1. According to the Recipient’s Request described in the article 2 of this Agreement, Roche commits to give the donation of the value of 8,096,79 €, in order to support Recipient’s activities described in the said Request.</p> <p>2.2. Donation is in amount EUR 8,096,79, which amount Roche shall pay, until May 31, 2021, at latest. The gross amount shall be paid on Farmegra d.o.o.’s bank account 550-11290-66 which will provide the necessary service, with the Societe Generale bank. Roche bares all costs related to possible taxes and contributions</p> <p><b>3. PURPOSE AND COMPLIANCE WITH LAWS</b></p> <p>3.1. Recipient acknowledges that Roche is not providing the donation with any intention to induce, influence or reward the past, present or future prescribing, supply, purchasing, recommending or use of any Roche product (including formulary recommendations</p> <p>3.2. The donation which is subject of this Agreement is:</p> <p>(a) consistent with any applicable laws and regulations;</p> <p>(b) not for the purpose of promoting any Roche product or service ;</p> <p>(c) not contingent on the purchase, supply or recommendation of any Roche products;</p> <p>(d) not intended for personal benefit or use; and</p> <p>(e) Intended to allow Receptient to</p>
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<p>d) Nije namijenjen ličnoj koristi ili upotrebi</p> <p>e) Namijenjen je da omogući Primaocu da zadovolji svoje aktivnosti čija je krajnja svrha obezbjeđenje pomoći pacijentu i unapšređenje javnog zdravlja.</p> <p>3.3. Ukoliko Primalac istovremeno pruža usluge ROCHE-u u oblasti strategije, promocije, marketinga ili Roche inicirane medicinske edukacije (RIME), ovim putem se obavezuje da će aktivnosti biti u potpunosti odvojene od onih koje su podržane donacijom koji je predmet ovog Ugovora (dodatak B).</p> <p><b>4. PUBLICITET</b></p> <p>4.1. Uzimajući u obzir sva prava i obaveze koje se odnose na transparentnost, ni jedna strana neće koristiti ili objavljivati imena druge strane u promociji ili reklamiranje bez prethodne pismene saglasnosti odgovarajuće stranke . Ovaj sporazum ne daje pravo bilo kojoj strani da koristi logo druge strane zahtijevaju saglasnost individualnog subjekta za</p> <p><b>5. TRANSPARENTNOST</b></p> <p>5.1. Primalac shvata obavezu Roche-a da ostane transparentan, te će se u slučaju upita izjasniti da je navedena podrška adekvatna.</p> <p>5.2. U skladu sa mnogim globalnim, regionalnim i lokalnim pravilima i propisima i najboljom praksom u industriji i standardima koje Roche poštuje, Roche prikuplja podatke o svim aranžmanim sličnimovom, čuva</p>	<p>supplement its activities ultimately leading to enhanced patient care and/ or benefiting public health.</p> <p>3.3. Should Recipient at the same time provide services to Roche in the areas of strategy, promotion, marketing or Roche-Initiated Medical Education (RIME), Recipient warrants and represents that the sections of its organization providing these services and the sections of its organization receiving the donation and executing the activities are sufficiently firewalled (Appendix B).</p> <p><b>4. PUBLICITY</b></p> <p>4.1. Notwithstanding all rights and obligations relating to transparency, neither party shall use or publish any of the other party's name in promotion or advertising without the prior written consent of the named party. This Agreement does not entitle any party to use the trademarks of the other party.</p> <p><b>5. TRANSPARENCY</b></p> <p>5.1. Recipients understands that Roche is committed to full transparency and asks that Recipient acknowledges this support as appropriate and if asked.</p> <p>5.2. In line with multitude of global, regional and local rules and regulations and best industry practices and standards which Roche applies, Roche is collecting data of any arrangements similar to this Agreement in an internal register and reserves its right to disclose information regarding the subject</p>
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<p>ih u internom registru i zadržava pravo da objelodani informacije u vezi sa predmetom ovog Ugovora, uključujući, ali ne ograničavajući se na bilo koji dio, kompenzaciju, njegov iznos ili vrijednost, primaloca , svrhu i datum podrške , gde i kada Roche to zahteva ili smatra prikladnim.</p> <p>5.3. Ako i u meri u kojoj zakoni i propisi o zaštiti podataka objavljivanje podataka, odgovarajuće predstavništvo Roche-a će zatražiti saglasnost od strane Primaoca putem posebnog obrasca. U takvim slučajevima , Roš neće otkriti podatke o individualnoj osnovi, osim ako je Primalac za to dao svoj pristanak .</p>	<p>matter of this Agreement including but not limited to any consideration and compensation and its amount or value, the recipient, the purpose and the date.</p> <p>5.3. If the regulations require the consent of the individual data subject for disclosure on an individual basis, the respective Roche local affiliate will seek consent from Recipient via a separate form. In such cases, Roche will not disclose data on an individual basis unless Recipient has provided consent.</p>
<p><b>6. OSTALO</b></p> <p>6.1. Potpisivanjem ovog Ugovora Primalac ne krši obaveze prema trećim licima ili bilo kojim važećim zakonima.</p> <p>6.2. Primalac se obavezuje da će postupati u skladu sa svim važećim Zakonima, lokalnim i industrijskim propisima u pogledu donacije. Osim toga Primalac potvrđuje da je ispoštovao proces odobravanja, aplikacije za donaciju i pružanje donacije.</p> <p>6.3. Primalac ovim putem potvrđuje da nije upoznat sa bilo kakvim konfliktom interesa koji bi ga sprečio da dobije donaciju.</p> <p>6.4. Primalac se obavezuje da će u roku od od 30 dana nakon završetka aktivnosti podržane donacijom, na zahtjev dostaviti za Roche odgovarajuća dokumentacija kao dokaz da je aktivnost realizovana.</p> <p>6.5. Ukoliko se tokom trajanja ovog Ugovora, desi da je aktivnost koja je podržana donacijom otkazana ili</p>	<p><b>6. MISCELLANEOUS</b></p> <p>6.1. By signing this Agreement Recipient does not violate obligations toward third parties or any applicable laws.</p> <p>6.2. Recipient warrants that it will comply with all applicable laws, government or industry regulations with respect to the donation. Furthermore Recipient confirms that it has followed processes with respect to all matters in relation to the donation including application for, review and provision of the donation.</p> <p>6.3. Recipient ensures that is not aware of any conflict of interest which would prevent it from receiving the donation.</p> <p>6.4. Recipient agrees to provide to ROCHE, within 30 days after completion of the activities supported by this donation, appropriate documentation evidencing that the activity has taken place / has been implemented.</p> <p>6.5. Should, during the term of this Agreement, a situation occur under which the supported activity is abandoned or stopped, Recipient will repay any unspent portion of the donation payment to Roche and the</p>

<p>prekinuta, Primalac se obavezuje da će izvršiti povraćaj nepotrošenih sredstava Roche-u, te da će sklopljeni Ugovor istog momenta biti raskinut.</p> <p>6.6. Primalac nema pravo ovaj Ugovor ili neki njegov dio dodijeli bilo kojoj trećoj strani bez prethodne pismene saglasnosti Roche-a.</p> <p>6.7. Nijedan zaposleni ili predstavnik bilo koje stranke nema ovlaštenje da obaveže drugu stranu ovog Ugovora za bilo koju sumu ili na bilo koji način ili da kreirate ili nametne bilo kakvu odgovornost bez rekao prethodne pismene saglasnosti druge strane.</p> <p><b>7. REVIZIJA</b></p> <p>7.1. Primalac prihvata da Roche ima puno pravo da izvrši kontrolu o adekvatnosti upotrebe obezbijedene finansijske podrške. Primalac će na zahtjev Roche obezbijediti svu potrebnu dokumentaciju i potvrde koje će obezbijediti adekvatan nivo pouzdanosti.</p> <p><b>8. NADLEŽNOST I ZAKONSKE OBAVEZE</b></p> <p>8.1. Ugovorene strane se obavezuju da će postupati u skladu sa odgovarajućim Zakonima i propisima države Crne Gore, kao i u skladu sa svim pravilima i propisima farmaceutske industrije.</p> <p>8.2. ROCHE zadržava pravo raskida ovog Ugovora u bilo kom momentu uz adekvatno prethodno objašnjenje.</p> <p>8.3. Ugovorne strane su se sporazumjele da sve eventualne sporove iz ovog Ugovora rješavaju sporazumno, a ako taj sporazum nije moguć, spor će rješavati nadležni sud u Podgorici. U</p>	<p>Agreement shall be terminated with immediate effect.</p> <p>6.6. Recipient has no right to assign this Agreement or any part there of to any third party without the prior written approval of Roche.</p> <p>6.7. No employee or representative of either party shall have any authority to bind or obligate the other party to this Agreement for any sum or in any manner whatsoever or to create or impose any contractual or other liability on the other party without said party's prior written approval.</p> <p><b>7. REVISION</b></p> <p>7.1. Recipient acknowledges that Roche has the full right to audit the appropriate use of the provided financial support. Recipient will provide, upon request by Roche, all required documentation and justification necessary to allow a reasonable level of assurance to Roche.</p> <p><b>8. APPLICABLE LAW AND JURISDICTION</b></p> <p>8.1. Contractual parties are obliged to act in line with the substantive laws of Montenegro and in line with rules and regulations in pharmaceuticals industry.</p> <p>8.2. Roche keeps its right to terminate this Agreement in any moment, with the appropriate explanation.</p> <p>8.3. The parties shall attempt to settle all disputes arising out of or in connection with the present Agreement in an amicable way. In case a controversy cannot be settled amicably the matter shall be decided by the ordinary Courts of Podgorica.</p>
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<p>slučaju spora ili tumačenja, za vjerodostojnu verziju se uzimaju primjerci ugovora koji su sačinjeni na službenom jeziku Crne Gore.</p> <p>8.4. Ovaj Ugovor je sačinjen u 4 (četiri) istovjetna primjerka, od kojih ugovorne strane zadržavaju po 2 (dva).</p>	<p>In case of dispute, or dilemma, Montenegrin version of this Agreement shall prevail.</p> <p>8.4. This Agreement is made in 4 (four) identical copies, of which every party shall keep 2 (two).</p>
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<p>ROCHE Hoffmann - La Roche Ltd, Dio stranog društva, Podgorica</p>   <p>Miloš Ičević, Ovlašćeno lice</p> <p>Datum: 2/4/21</p>	<p>PRIMALAC KCCG Ljubljanska bb</p>   <p>Dr Ljiljana Radulović Direktor</p> <p>Datum: 06.04.2021.</p>
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