

546/2022-5


**Boehringer
Ingelheim**
DŮVĚRNÉ - CONFIDENTIAL
**ke Smlouvě o spolupráci
při dlouhodobých dodávkách léčivých
přípravků ze dne 14.4.2022**

 uzavřený, níže uvedeného dne, měsíce a
roku mezi smluvními stranami, kterými jsou:

obchodní společnost:

Boehringer Ingelheim, spol. s r.o.

 sídlem: Purkyňova 2121/3, Praha 1, PSČ:
110 00

IČO: 480 25 976

DIČ: CZ 480 25 976

 zapsaná v obchodním rejstříku vedeném u
Městského soudu v Praze, odd. C, vložka
14176

 zastoupená Oliverem Rozborilem a
Jarmilou Csókovou, jednatelem,

 jako dodavatel na straně jedné
(dále jen „**dodavatel**“)

a

**Ústřední vojenská nemocnice – Vojenská
fakultní nemocnice Praha**

 sídlem: U Vojenské nemocnice 1200, 169 02
Praha 6

IČO: 613 83 082

DIČ: CZ61383082

číslo účtu: 32123881/0710

 Příspěvková organizace zřízená
Ministerstvem obrany, bez povinnosti zápisu
do obchodního rejstříku.

 zastoupená: prof. MUDr. Miroslavem
Zavoralem, Ph.D, ředitelem,

 jako odběratel na straně druhé
(dále jen „**odběratel**“).

 (odběratel a dodavatel společně dále jako
„**smluvní strany**“)

Smluvní strany se dohodly takto:

**to the Agreement on Cooperation
in Long-Term Supply of Medicinal
Products dated 14.4.2022**

 entered into on the below-specified day,
month and year by and between the
following contractual parties:

business company:

Boehringer Ingelheim, spol. s r.o.

 With its registered seat at the address:
Purkyňova 2121/3, Prague 1, Postal Code:
110 00

Business ID No.: 480 25 976

Tax ID No.: CZ 480 25 976

 Registered with the Commercial Register
administered by the Municipal Court in
Prague, Section C, File No. 14176

 Represented by Oliver Rozboril and Jarmila
Csóková, Executives,

as the supplier

 (hereinafter referred to as the “**supplier**”)

and

**Ústřední vojenská nemocnice – Vojenská
fakultní nemocnice Praha**

With its registered seat at the address:

 U Vojenské nemocnice 1200, 169 02 Praha
6

Business ID No.: 613 83 082

Tax ID No.: CZ: 613 83 082

account No.: 32123881/0710

 Contributory organisation established by the
Ministry of Defence, without the obligation of
registration in the Commercial Register.

 Represented by: prof. MUDr. Miroslav
Zavoral, Ph.D., Director,

as the customer

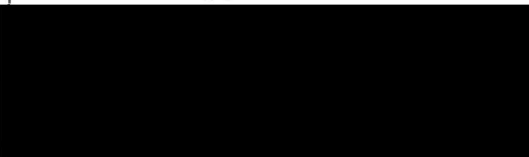
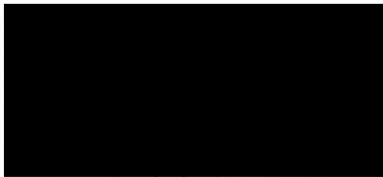
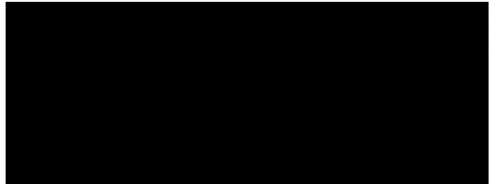
 (hereinafter referred to as the “**customer**”).

 (the customer and the supplier shall
hereinafter be collectively referred to as the
“**contractual parties**”)

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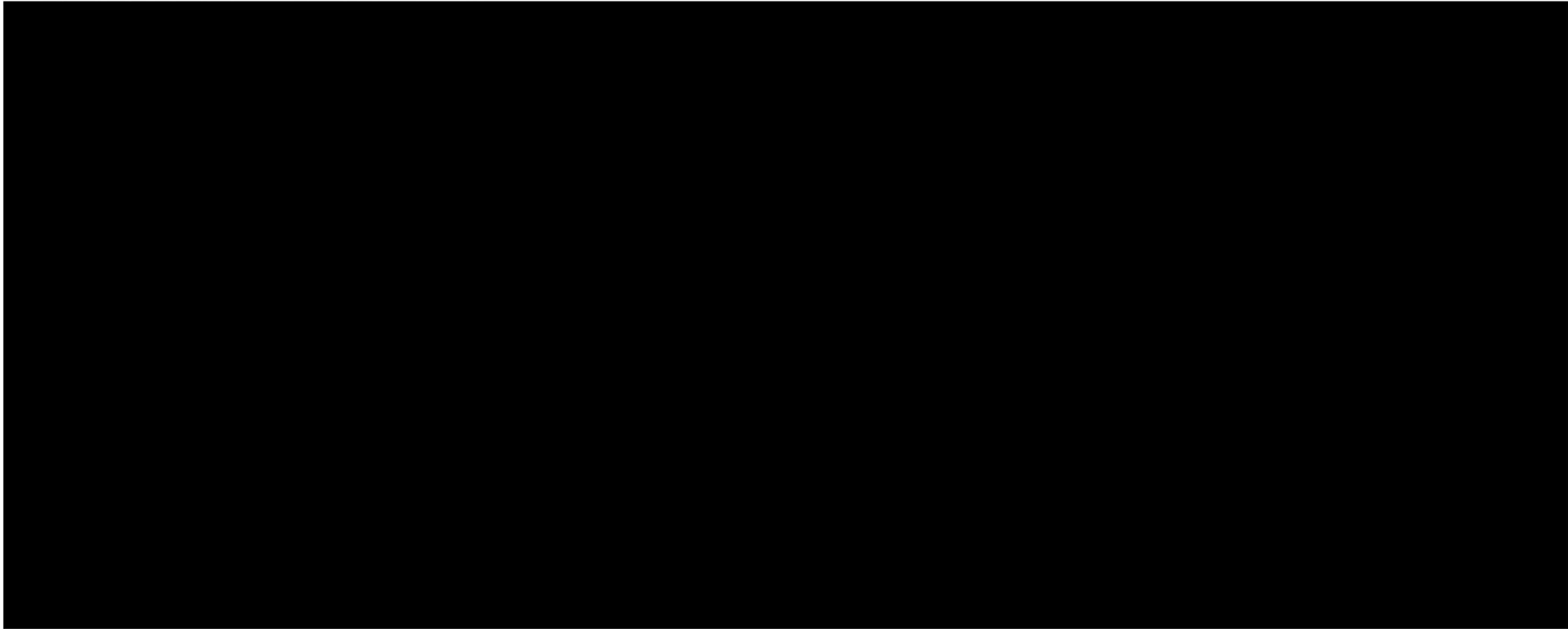
<p style="text-align: center;">I. Úvodní ustanovení</p> <p>1. Smluvní strany uzavřely dne 14.04.2022 Smlouvu o spolupráci při dlouhodobých dodávkách léčivých přípravků, na základě, které se dodavatel zavázal v případě splnění stanovených podmínek poskytnout bonus za odběr určitých výrobků, (dále jen „Smlouva“).</p> <p style="text-align: center;">II. Změna</p> <p>1. Smluvní strany tímto nahrazují znění příloh č. 1, 2 Smlouvy zněním, které je uvedeno v příloze č. 1 tohoto dodatku.</p> <p>2. Smluvní strany se dále dohodly, že rozhodné datum pro přiznání objemového bonusu dle Smlouvy je datum oboustranného odsouhlasení bonusu mezi dodavatelem a odběratelem, jak je popsáno v článku III. odst. 5 Smlouvy.</p> <p style="text-align: center;">III. Závěrečná ustanovení</p> <p>1. Odběratel se zavazuje zveřejnit tento Dodatek v registru smluv v souladu a za podmínek stanovených v zákoně č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv). Dále, vzhledem k tomu, že způsob výpočtu objemového bonusu obsažený v Příloze č. 1 tohoto Dodatku je vzorem a výpočtem, resp. způsobem kalkulace, na který se podle ustanovení § 3 odst. 2 písm. b) zákona o registru smluv nevztahuje povinnost uveřejnění a zároveň obchodním tajemstvím Dodavatele, Odběratel se zavazuje nezveřejnit Přílohu č. 1 Dodatku.</p>	<p>The contractual parties have agreed as follows:</p> <p style="text-align: center;">I. Introductory Provisions</p> <p>1. On 14.04.2022, the contractual parties concluded the Agreement on Cooperation in Long-Term Supply of Medicinal Products, under which the Suppliers agreed, where the stipulated terms are fulfilled, that shall provide the customer with a bonus for buying certain products (hereinafter referred to as the “Agreement”).</p> <p style="text-align: center;">II. Amendment</p> <p>1. The contractual parties hereby replace the wording of Annexes Nos. 1, 2 of the Agreement by the wording which is stated in Annexes No. 1 of this amendment.</p> <p>2. Further, the contractual parties agreed that the applicable date for the awarding the volume-based bonus is the date of the mutual approval of the bonus amount by and between supplier and customer, as described in article III 5 of the Agreement.</p> <p style="text-align: center;">III. Final Provisions</p> <p>1. The customer undertakes to publish this Amendment in the register of contracts in accordance with and under the conditions set out in Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts). Furthermore, given the method of calculating the volume-based bonus contained in Appendix No. 1 of this Annex is a model and calculation, or method of calculation, which according to the provisions of § 3 paragraph 2 letter b) of the Act on the Register of Contracts does</p>
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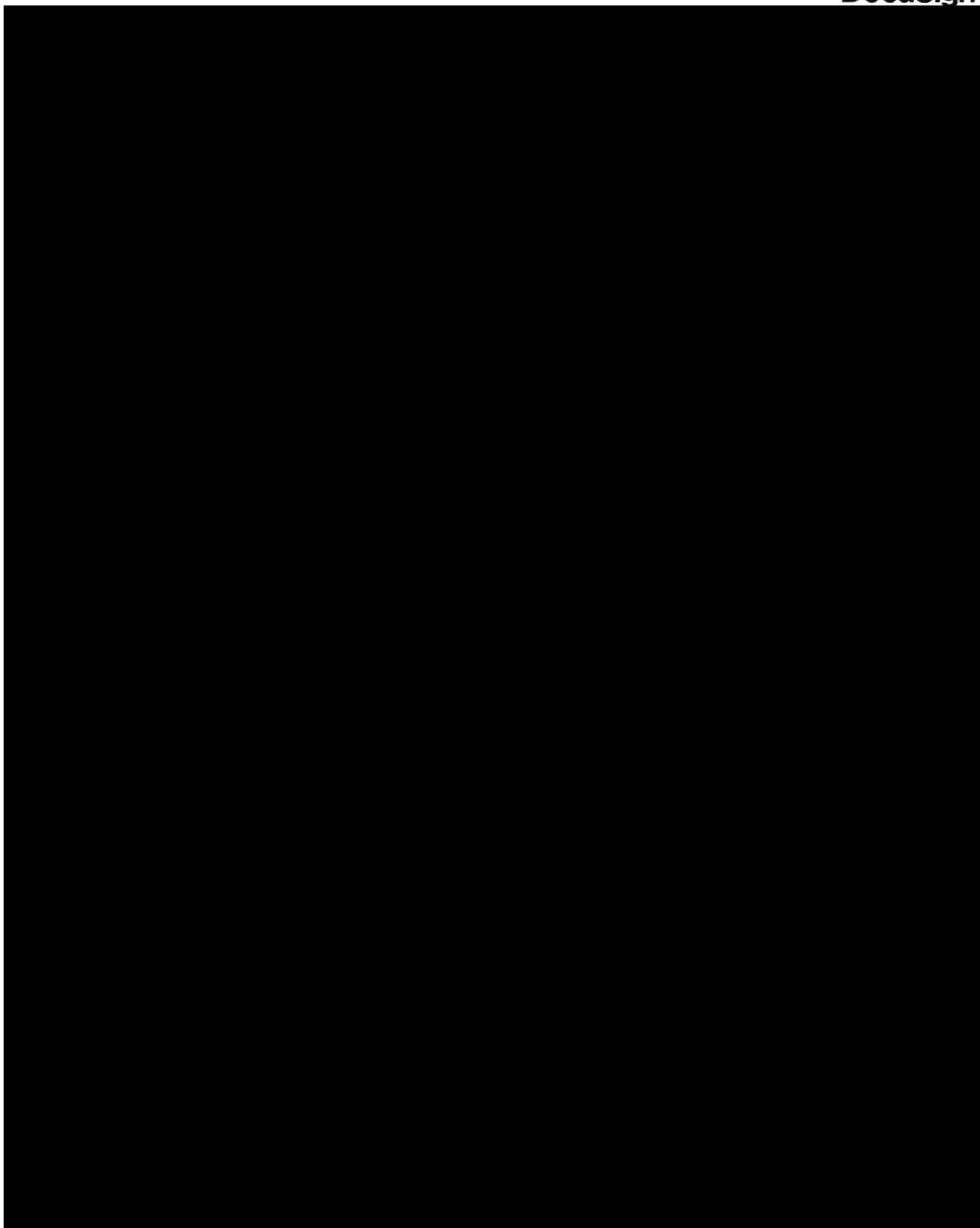
<p>2. Jiná ustanovení Smlouvy se nemění.</p> <p>3. Objemový bonus sjednaný podle tohoto dodatku bude odběrateli poskytován za dodávky zboží realizované s účinností ode dne 01.01.2023</p> <p>4. Smluvní strany prohlašují, že si dodatek před jeho podepsáním přečetly a že její obsah odpovídá jejich pravé, vážné a svobodné vůli, což stvrzují svými níže připojenými podpisy.</p>	<p>not apply to the obligation of publication and, at the same time, it is the supplier's business secret, the customer undertakes not to make public Annex No. 1 to this Amendment.</p> <p>2. Other provisions of the Agreement are not amended.</p> <p>3. The volume-based bonus agreed upon in this amendment shall be granted to the customer for actual supplies of goods with effectiveness as of 01.01.2023.</p> <p>4. The contractual parties hereby represent that they have read this amendment before signing it and that its content corresponds to their true, earnest and definite will, in witness whereof they append their signatures hereunto.</p>
<p>V Praze den / In Prague on</p> <p>Dodavatel / Supplier:</p>  <p>Boehringer Ingelheim, spol. s .r.o. Oliver Rozboril, jednatel / Executive</p>  <p>Boehringer Ingelheim, spol. s .r.o. Jarmila Csóková, jednatelka / Executive</p>	<p style="text-align: right;">20 -04- 2023</p> <p>V Praze dne / in Prague on</p> <p>Odběratel / Customer:</p>  <p>Ústřední vojenská nemocnice – Vojenská fakultní nemocnice Praha prof. MUDr. Miroslav Zavoral, Ph.D., ředitel/ Director</p>

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**Boehringer Ingelheim
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