

**ADDENDUM TO THE AGREEMENT SIGNED ON AUGUST 23rd 2022 BETWEEN
FCM|NMS AND DANYLO HALYTSKY LVIV NATIONAL MEDICAL UNIVERSITY**

Between:

NOVA MEDICAL SCHOOL, organic unit of Universidade NOVA de Lisboa, collective person n.º 501 559 094, with its head office located in Campo dos Mártires da Pátria n.º 130, 1169-056 Lisboa, here represented by the Scientific Director of «u.me: exponential medicine unit @ NOVA Medical School», Jaime da Cunha Branco (hereinafter referred to as NMS)

and

ASSOCIAÇÃO MÉDICOS DO MUNDO, private non-profit association, collective person n.º 504568566, with its head office located in Av. de Ceuta (Sul), Lote 4, Loja 1. 1300-125 Lisboa, here represented by its Executive Director, Carla Paiva (hereinafter referred to as MdM)

and

DANYLO HALYTSKY LVIV NATIONAL MEDICAL UNIVERSITY (UKRAINE)

with its head office located in Pekarska, 69, 79010, Lviv, Ukraine, here represented by its Rector, Academician of NAMS of Ukraine Professor Borys Zimenkovsky;

Whereas that:

- A. NMS and Danylo Halytsky Lviv National Medical University signed on August 23rd 2022 an agreement to jointly promote academic, scientific, and cultural activities in areas of mutual interest.
- B. NMS and MdM signed on March 18th 2022 an agreement to, under the scientific-strategic coordination of NEST HaT: Health and Tourism Lab @ NOVA Medical School, jointly commit themselves to developing *tailor-made solutions* of response to the humanitarian crisis emerging from the conflict in Ukraine.

It is freely concluded between the Parties the present Addendum to the Agreement signed on on August 23rd 2022 between NMS and Danylo Halytsky Lviv National Medical University in which the Parties mutually and reciprocally bind themselves under the terms and conditions of the following clauses:

CLAUSE 1

I. MdM undertakes to:

- a) Comply with the provisions of the present agreement.
- b) Create conditions, both human and material, so that the activities can be carried out in the best way and in accordance with the work plan.
- c) Donate a collection of medicines and essential goods, free of charge, as a donation of humanitarian assistance, given in the context of the armed conflict affecting Ukraine.

1.1 MdM declares that the acceptance of the goods, their storage and packaging was carried out in accordance with good practices, and considering the distribution capacity of the receiver.

1.2 The packaging is properly identified, and all goods adequately labelled (attached packaging list).

II. Danylo Halytsky Lviv National Medical University undertakes to:

- a) Comply with the provisions of the present agreement.
- b) Create conditions, both human and material, so that the activities can be carried out in the best way and in accordance with the work plan.
- c) All donated goods will be used exclusively for humanitarian purposes, internally or by third party organizations that provide social or health support to victims of the present conflict in Ukraine.
- d) Appoint a person, with powers for act, receive and control the distribution of all donated goods – The appointed person is: Professor Andrij Zimenkovsky.
- e) Receive all donated goods at partner's facilities in Poland:

a. DESANTOWA JEDNOSTKA RATOWNICZO GASNICZA

Przysieki 4 St.

42-625 Ozarowice, Poland

Tax identification number: NIP: 6452536452

Identification number: REGON: 243081496

Court identification number KRS: 0000438363

Wojciech Musialik - President of the Association

tel. + 48 6900 30 351



CLAUSE 3

Parties declares having taken note of the terms of the present agreement and of the work plan attached to the present agreement and of which it is an integral part and undertakes to fully respect what is set forth therein.

CLAUSE 4

1. The Parties shall provide the necessary information and clarifications, with the frequency considered convenient, regarding the execution of the present agreement.
2. Each Party undertakes to communicate to counterparties, within forty-eight hours from its knowledge, the occurrence of any relevant circumstance or facts, whether, or not, constituting force majeure, which predictably prevent the fulfillment or timely fulfillment of any of its contractual obligations.

CLAUSE 5

1. The Parties undertake to maintain confidentiality regarding all information and documentation, technical and non-technical, commercial or otherwise, related to each of the Parties granting herein or any other entity, of which they may have been aware in the context of this Agreement.
2. The information and documentation covered by the duty of confidentiality may not be transmitted to third parties nor subject to any method of use other than that intended directly and exclusively for the execution of this Agreement.
3. Are excluded from the duty of secrecy the information and documentation that were proven to be in the public domain on the date of signature of this Agreement, or that any of the Parties is legally required to disclose, under the law, due to legal proceedings or at the request of regulatory authorities or other competent administrative entities.
4. The duty of secrecy remains in force until the end of the term of 5 (five) years from the date of termination of this Agreement, without prejudice to maintaining secrecy on any matters subject to secrecy under the terms of the law.

CLAUSE 6

The present Agreement will remain valid for a period of five years and comes into effect from the date it is signed. Either party reserves the right to terminate this Agreement upon six months' written notice to the other party. The terminus of the Protocol should not cause any damage to any of the Institutions or to any other entity and will not influence the mobility activities in course.

CLAUSE 7

1. This Agreement may be amended at any time, by agreement of the Parties.
2. In the situation provided for in the preceding paragraph, the amendments to the clauses of the present agreement shall be reduced to writing and attached to, and for this purpose must be signed by a person empowered to act.

CLAUSE 8

1. Without prejudice to the possibility of other rules regarding notifications and communications between the Parties, these must be addressed to the domicile or contractual headquarters of each of the Parties identified above.
2. Any changes to the contact information contained in this Agreement must be communicated to the other Party.

CLAUSE 9

1. All doubts arising from the interpretation, application, or execution of this Agreement and the integration of lacuna shall be resolved by settlement between the parties.
2. All disputes arising out of this Agreement that cannot be settled amicably between the parties within 30(thirty) calendar days shall be submitted to the Portuguese competent Court, located in Lisbon.
3. This Agreement shall be governed by and shall be construed in accordance with the laws of Portugal without regard to any conflict of law's provisions.

CLAUSE 10

All communications between the Parties regarding the present Agreement must be made in writing, by registered letter with acknowledgment of receipt or email, and addressed to the following addresses:

(a) NMS

Att: u. me: exponential medicine unit @ NOVA Medical School
Campo dos Mártires da Pátria 130, 1169-056 Lisboa, Portugal
Email: u.me@nms.unl.pt

(b) MdM

Att: Associação Médicos do Mundo
Av. de Ceuta (Sul), Lote 4, Loja 1, 1300-125 Lisboa, Portugal
Email: carla.paiva@medicosdomundo.pt

(c) Danylo Halytsky Lviv National Medical University

Att: Danylo Halytsky Lviv National Medical University
Pekarska, 69, 79010, Lviv, Ukraine
Email: tnehrych@gmail.com

SIGNATURES

Done in triplicate, one copy for each of the granting parties.

On August 23rd 2022.

NMS

Name: Helena Canhão

Signature:

Assinado de forma digital por
[Assinatura Qualificada] Helena
Cristina de Matos Canhão
Dados: 2022.08.25 09:56:18
+01'00'

MdM

Name: Carla Paiva

Signature:



Danylo Halytsky Lviv National Medical University

Name: Borys Zimenkovsky

Signature:

