

Standard terms and conditions of purchase – AMGEN ZDRAVILA, trženje z [Slovenia]
Standardni pogoji nabave – AMGEN ZDRAVILA, trženje z [Slovenija]

<p>“Amgen Group” means Amgen Inc. and its subsidiaries and affiliates.</p>	<p>»Skupina Amgen« pomeni družbo Amgen Inc. ter vse njene podružnice in povezane družbe.</p>
<p>“Amgen” means the company indicated in the “Send Invoice To:” Section of the applicable Amgen purchase order and which enters into this Agreement.</p>	<p>»Amgen« pomeni družbo, ki je navedena v razdelku »Račun poslati:« ustrezne naročilnice družbe Amgen in ki sklene to pogodbo.</p>
<p>“Company Requirements” shall mean without limitation (i) any of Amgen’s safety, security and compliance rules, programs and policies as applicable to Supplier or Supplier’s performance hereunder made available to Supplier; (ii) Amgen’s Code of Conduct (available at http://wwwext.amgen.com/about/code_of_conduct.html); (iii) Amgen’s Supplier Code of Conduct (available at http://wwwext.amgen.com/partners/suppliers_conduct_supplier.html); and (iv) those policies, codes, rules, standards, procedures and other governance documents of Amgen made available to Supplier that are applicable to persons or entities conducting business with or for Amgen that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Amgen from time to time in its sole discretion.</p>	<p>»Zahteve družbe« brez omejitev pomeni (i) katero koli od pravil, programov in pravilnikov družbe Amgen o varnosti, zaščiti in skladnosti, ki veljajo za dobavitelja ali njegovo delovanje na podlagi te pogodbe in so dobavitelju dana na voljo; (ii) Kodeks ravnanja družbe Amgen (na voljo na http://wwwext.amgen.com/about/code_of_conduct.html); (iii) Kodeks ravnanja družbe Amgen za dobavitelja (na voljo na http://wwwext.amgen.com/partners/suppliers_conduct_supplier.html); in (iv) te pravilnike, kodekse, pravila, standarde, postopke in druge dokumente o upravljanju družbe Amgen, ki so dobavitelju dani na voljo in veljajo za osebe ali subjekte, ki poslujejo z družbo Amgen oz. za njo, ter določajo standarde o ravnanju, vključno s standardi glede interakcije z nekaterimi predstavniki vladnih organov ali drugimi tretjimi strankami. Vse od navedenega lahko družba Amgen po lastni presoji občasno pregleda.</p>
<p>“Deliverables” means all tangible and intangible property in written or oral form provided or to be provided by Supplier and/or its representatives in performance of the Agreement, whether explicitly required by Amgen or reasonably implied from the nature of the supply of Goods and/or Services.</p>	<p>»Dobavljivi predmeti« pomenijo vso fizično in nefizično lastnino v pisni ali ustni obliki, ki jo zagotovi oz. jo bo zagotovil dobavitelj in/ali njegovi predstavniki na podlagi izvajanja te pogodbe ne glede na to, ali to družba Amgen izrecno zahteva ali je razumno nakazano zaradi vrste dobave blaga in/ali opravljenih storitev.</p>
<p>“Goods” means the goods to be supplied by Supplier and/or its representatives to Amgen and/or Amgen Group members as described in or incorporated in an Order.</p>	<p>»Blago« pomeni blago, ki ga bo dobavitelj in/ali ga bodo njegovi predstavniki zagotovili družbi Amgen in/ali članom Skupine Amgen, kot je opisano ali vključeno v naročilu</p>
<p>“Key Personnel” means personnel, approved of in advance and in writing by Amgen who shall be instrumental in Supplier’s performance of the Agreement.</p>	<p>»Ključno osebje« pomeni osebje, ki ga družba Amgen vnaprej pisno odobri in bo sodelovalo pri dobaviteljevem izvajanju pogodbe.</p>
<p>“Order” means the Amgen purchase order or an Amgen written order for Goods and/or Services, agreed to by the Parties including the purchase order number, incorporated by this reference into the Agreement.</p>	<p>»Naročilo« pomeni naročilnico družbe Amgen ali pisno naročilo družbe Amgen za blago in/ali storitve, ki so dogovorjene med pogodbenima strankama, vključno s številko naročilnice, ki je s tem vključena v pogodbo.</p>
<p>“Party” means either Supplier or Amgen. “Parties” means both Supplier and Amgen.</p>	<p>»Pogodbena stranka« pomeni dobavitelja ali družbo Amgen. »Pogodbeni stranki« pomeni dobavitelja in družbo Amgen.</p>
<p>“Services” means any services to be performed by Supplier and/or its representatives as described in or incorporated in an Order.</p>	<p>»Storitve« pomeni kakršno koli storitev, ki jo bo opravil dobavitelj in/ali njegovi predstavniki, kot je opisano ali vključeno v naročilu.</p>
<p>“Supplier” means the company indicated as Supplier in the applicable Order.</p>	<p>»Dobavitelj« pomeni družbo, ki je v ustreznem naročilu navedena kot dobavitelj.</p>
<p>“Term” means the term set out in the Order or, if the Order is silent, the period of time from the date of the Order until acceptance in writing of Goods or Services.</p>	<p>»Rok« pomeni rok, določen v naročilu, ali v primeru tihega naročila obdobje od datuma naročila do pisnega potrdila prejema blaga ali opravljenih storitev.</p>
<p>1. SCOPE AND ENGAGEMENT</p>	<p>1. OBSEG IN OBVEZNOST</p>

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<p>1.1 Amgen shall place Orders and Supplier agrees to supply Goods and/or Services as described in the applicable Order to Amgen and/or Amgen Group members in accordance with these standard terms and conditions of purchase (together, this “Agreement”). Supplier will not be compensated unless authorized by a properly executed Order. Nothing attached by Supplier to any Order, including any additional terms or conditions of Supplier, may be construed to expand Amgen’s obligations as set forth in this Agreement. Supplier’s execution or commencement of performance hereunder constitutes Supplier’s acceptance of this Agreement. Nothing contained herein shall obligate Amgen or any Amgen Group member to any exclusive relationship with Supplier or to purchase any minimum amount from Supplier or restrict Amgen or any Amgen Group member from contracting with any competitor of Supplier. In the event of conflict between these standard terms and conditions, the express terms of an Order, and, if applicable, a negotiated and fully executed agreement between the Parties pertaining to the Services contemplated in the corresponding Order (“Executed Agreement”), the order of precedence shall be the Executed Agreement, the terms of the corresponding Order and then these standard terms and conditions. This Agreement, along with the documents referred to in the Order and the Executed Agreement, if applicable, contains the entire agreement between the Parties with respect to the matters to which it refers, and contains everything the Parties have negotiated and agreed upon. It replaces and annuls any and all prior or contemporaneous agreements, communications, offers, proposals, representations, or correspondence, oral or written, exchanged or concluded between the Parties relating to the same subject matter, including any standard terms and conditions of Supplier. No modification of this Agreement will be effective unless made in writing and signed by an authorized representative of each Party.</p>	<p>1.1 Družba Amgen odda naročila, dobavitelj pa se strinja, da bo dobavil blago in/ali opravil storitve, kot je opisano v ustreznem naročilu za družbo Amgen in/ali člane Skupine Amgen v skladu s temi standardnimi pogoji nabave (v nadaljnjem besedilu »pogodba«). Dobavitelj je izplačan le na podlagi ustreznega izvedenega naročila. Nobena priloga, ki jo dobavitelj doda naročilu, vključno z dodatnimi pogoji ali določili dobavitelja, ne širi obsega obveznosti družbe Amgen, ki je določen v tej pogodbi. Izvajanje ali začetek delovanja izvajalca na podlagi te pogodbe pomeni, da se z njo strinja. Ta pogodba družbe Amgen oz. nobenega člana Skupine Amgen ne zavezuje, da ima z dobaviteljem vzpostavljeno ekskluzivno razmerje ali da mora od dobavitelja kupiti kakršno koli minimalno količino in družbe Amgen oz. nobenega člana Skupine Amgen ne omejuje pri sklepanju pogodb s konkurenčnimi podjetji dobavitelja. V primeru navzkrižja med temi standardnimi pogoji, izrecnimi pogoji naročila ter sklenjeno in podpisano pogodbo med pogodbenima strankama, če je to ustrezno, v povezavi s storitvami, ki so predmet ustreznega naročila (»sklenjena pogodba«), ima prednost najprej sklenjena pogodba, nato pogoji ustreznega naročila in na koncu ti standardni pogoji. Ta pogodba skupaj z dokumenti, navedenimi v naročilu, in sklenjeno pogodbo, kadar je to ustrezno, vključuje celoten dogovor med pogodbenima strankama glede zadev, na katere se nanaša ta pogodba, in vse, o čemer sta se pogodbeni stranki dogovorili. Nadomešča in razveljavlja vse prejšnje ali obstoječe dogovore, sporočila, ponudbe, predloge, izjave ali pisno in ustno korespondenco med pogodbenima strankama v zvezi s to vsebino, vključno z vsemi standardnimi pogoji dobavitelja. Spremembe te pogodbe so veljavne le, če so podane v pisni obliki in jih podpiše pooblaščen zastopnik posamezne pogodbene stranke.</p>
<p>1.2 Supplier represents and warrants that Supplier</p>	<p>1.2 Dobavitelj izjavlja in jamči, da:</p>
<p>(a) is capable of performing this Agreement and has full power and authority to enter into this Agreement as represented to Amgen;</p>	<p>(a) lahko izvaja to pogodbo ter je v celoti pooblaščen in pristojen za sklenitev te pogodbe, kot je predstavljena družbi Amgen;</p>
<p>(b) has not entered into any contractual obligation, express or implied, inconsistent with the terms of this Agreement;</p>	<p>(b) ni prevzel nikakršne izrecne ali nakazane pogodbene obveznosti, ki ne bi bila skladna s pogoji te pogodbe;</p>
<p>(c) personnel have no financial or personal interests that would prevent Supplier from performing Services in an objective and non-biased manner or otherwise supplying the Goods if applicable;</p>	<p>(c) osebe nima nikakršnih finančnih ali osebnih interesov, zaradi katerih dobavitelj ne bi mogel objektivno in nepristransko opravljati storitev oz. kako drugače dobaviti blaga, kadar je to potrebno;</p>
<p>(d) shall not employ, subcontract or instruct any healthcare professional to provide Services or Goods to Amgen who has been the subject of a debarment, disqualification or exclusion under any rules in any jurisdiction where they have practised. Supplier shall notify Amgen immediately in writing upon any inquiry or commencement of proceedings concerning debarment, disqualification or exclusion of the same</p>	<p>(č) ne bo zaposlil ali sklenil podizvajalskih pogodb z zdravstvenimi delavci, ki se jim je odvzela licenca, imajo prepoved opravljanja dejavnosti ali so izključeni na podlagi kakršnih koli pravil v kateri koli jurisdikciji, v kateri so opravljali svojo dejavnost, oz. jim naročil, naj družbi Amgen zagotovijo storitve ali blago. Dobavitelj bo družbo Amgen pisno nemudoma obvestil o morebitni preiskavi ali začetku postopkov za odvzem licence, prepoved opravljanja dejavnosti ali izključitev</p>
<p>(e) and any persons performing Services on behalf of Supplier do not (i) appear on, and are not associated with, any name or entity on the U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred Parties List; (ii) appear on the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the Financial Sanctions Database; or (iii) any other applicable countries’ sanctions list(s). Supplier is responsible for accessing the currently available lists to comply with this section;</p>	<p>(e) in vse osebe, ki zagotavljajo Storitve v imenu Dobavitelja in niso (i) navedene ali niso povezane z nobenim imenom ali subjektom s seznama subjektov ali seznamoma zavrženih oseb Ministrstva za trgovino Združenih držav Amerike ali s seznamoma posebej imenovanih državljanov in blokiranih oseb Ministrstva za finance Združenih držav Amerike ali z izločitvenega seznama Ministrstva za zunanje zadeve Združenih držav Amerike, (ii) niso navedene na konsolidiranem seznamu oseb, skupin in subjektov, za katere veljajo finančne sankcije EU, ki ga je vzpostavila Služba za instrumente zunanje politike Evropske komisije na podlagi podatkovne zbirke finančnih sankcij, in (iii) niso navedene na seznamih sankcij katere od drugih ustreznih držav. Dobavitelj je odgovoren za dostop do trenutno razpoložljivih seznamov zaradi zagotavljanja skladnosti z določili iz tega poglavja;</p>
<p>(f) and its representatives (I) are not located in, will not use Amgen information or materials from within or to support any activity in, and are not, and are not acting on behalf of any country or territory that is subject to any applicable export restrictions and (ii) will not export, re-export, transfer, retransfer or release, directly or indirectly Amgen information or materials in violation of the Export Control Laws, if applicable, without first completing all required undertakings (including obtaining any necessary governmental approvals);</p>	<p>(f) in njegovi predstavniki (I) nimajo sedeža v državi ali na območju, kjer velja vsakršna omejitev izvoza, ne uporabljajo podatkov ali gradiv družbe Amgen znotraj takšne države ali območja in ne nudijo podpore vsakršni dejavnosti v takšni državi ali na takšnem območju in ne delujejo v imenu nobene takšne države ali območja in (ii) ne smejo neposredno ali posredno izvažati, ponovno izvažati, prenašati, ponovno prenašati ali objaviti podatkov ali gradiv družbe Amgen na način, ki je v nasprotju z določili zakona o nadzoru izvoza, če je to ustrezno, ne da bi prej zagotovili skladnost z vsemi zahtevami (vključno s pridobitvijo vseh dovoljenj javnih organov);</p>
<p>(g) and its representatives have not violated and are not in violation of the Anti-Boycott Laws and do not participate in international boycotts of any type.</p>	<p>(g) in njegovi predstavniki niso kršili in ne kršijo zakonodaje proti bojkotu in ne sodelujejo v nobenem mednarodnem bojkotu.</p>

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1.3 It is a condition of this Agreement that Supplier shall:	1.3 Pogoji te pogodbe za dobavitelja določajo naslednje:
(a) perform the obligations under this Agreement consistent with the highest standards of the profession, to the best of Supplier's skill and ability, and in accordance with the Company Requirements as well as all applicable current and future laws and regulations;	(a) vse obveznosti po tej pogodbi izvaja skladno z najvišjimi standardi na področju, po svojih najboljših močeh in sposobnostih ter v skladu z zahtevami družbe ter vsemi veljavnimi trenutnimi in prihodnjimi zakoni in predpisi;
(b) provide Goods and/or Deliverables and/or perform Services in accordance with any Order, including any specification agreed therein;	(b) blago in/ali dobavljive predmete zagotovi in/ali storitve opravi v skladu z naročilom, vključno v skladu z vsemi specifikacijami, kot je dogovorjeno v naročilu; (c) zagotovi ključno osebje, kot je dogovorjeno v naročilu;
(c) provide Key Personnel as agreed in the Order;	c) bude poskytovat' ključový personál, ako je to dohodnuté v objednávke,
(d) obtain any and all consents, authorizations, licences and releases necessary for supply of Goods and/or Deliverables and/or Services; and,	(č) pridobi vsa morebitna soglasja, pooblastila, licence in izjave, potrebne za dobavo blaga in/ali dobavljivih predmetov in/ali opravljene storitve; ter
(e) in light of Amgen being a pharmaceutical company regulated by codes of practice for the promotion of medicines and interactions with healthcare professionals/institutions (i) disclose in writing, as applicable, to the relevant regulatory body or employer the existence and content of any agreement with any healthcare professional related to the Services under this Agreement, including obtaining the written consent of any applicable employer, which requires such disclosure or consent; and (ii) ensure that any Services which include the reimbursement of expenses to healthcare professionals/institutions must be reasonable and any compensation must be at fair market value in arm's length transactions and in compliance with limits set forth in any applicable law or code of practice and any such arrangement does not involve any counselling or promotion of a business arrangement or other activity that violates any applicable law;	(d) glede na to, da je Amgen farmacevtsko podjetje, katerega promocijo zdravil in interakcije z zdravstvenimi delavci/ustanovami urejajo kodeksi ravnanja, (i) mora ustreznemu regulativnemu organu ali delodajalcu pisno razkriti, če je to ustrezno, obstoj in vsebino kakršnega koli dogovora s katerim koli zdravstvenim delavcem v zvezi s storitvami iz te pogodbe in predložiti pisno soglasje morebitnega ustreznega delodajalca, ki to razkritje ali soglasje zahteva; ter (ii) zagotoviti, da so vse storitve, ki vključujejo povračilo stroškov zdravstvenim delavcem/ustanovam, smiselne in kakršno koli povračilo stroškov pri prostem dogovarjanju mora biti v skladu s pošteno tržno vrednostjo in omejitvami, določenimi v veljavni zakonodaji ali kodeksu ravnanja, pri čemer ti dogovori ne vključujejo svetovanja, širjenja poslovne dejavnosti ali druge dejavnosti, ki krši veljavno zakonodajo;
(f) not recruit, solicit or induce any Amgen Group employee, client, customer or account to terminate their employment or business relationship with any entities belonging to the Amgen Group during the term of this Agreement or for a period of six (6) months thereafter;	(e) ne sme novačiti, nagovarjati ali spodbujati zaposlenih, naročnikov, strank ali kupcev Skupine Amgen, da v času trajanja te pogodbe ali v šestih (6) mesecih po izteku njene veljavnosti prekinejo zaposlitveno ali poslovno razmerje s katerim koli subjektom Skupine Amgen;
(g) not enter into any other agreement, whether written or oral which would prevent performance of Supplier's obligations hereunder or engage in any activity which relates to a business directly competing or attempting to directly compete with Amgen in the countries where the Services or Goods are to be supplied during the Term of this Agreement and for a period of six (6) months thereafter;	(f) ne sme skleniti pisnih ali ustnih dogovorov, ki bi mu preprečili, da bi izpolnjeval obveznosti iz te pogodbe, in ne sme opravljati nikakršne dejavnosti, ki je povezana s podjetjem, ki predstavlja neposredno konkurenco oziroma lahko neposredno konkurira družbi Amgen v državah, v katerih opravlja storitve oz. dobavlja blago, in sicer v času trajanja te pogodbe in šest (6) mesecev po izteku njene veljavnosti;
(h) not offer any government official or employee any gift, entertainment, payment, loan or other gratuity that may influence the award of a contract, obtain favourable treatment or in any way influence the prescription or supply of medicines;	(g) vladnemu uradniku ali zaposlenemu ne sme ponuditi nobenega darila, zabave, plačila, posojila ali mu izkazati drugačne zahvale, ki lahko vpliva na sklenitev pogodbe, zagotovi ugodnejšo obravnavo ali na drugačen način vpliva na predpisovanje ali dobavo zdravil;
(i) not initiate any communication relating to the Services or Deliverables or Goods, as applicable, with any governmental or regulatory authority unless required by law and then only on prior written consultation with Amgen, or if requested in writing to do so by Amgen. If a government or regulatory authority initiates communications giving notice to Supplier of any intention to take any regulatory action regarding the subject matter of this Agreement, Supplier will promptly notify in writing Amgen, provide Amgen with copies of correspondence related thereto, and provide Amgen with an opportunity to comment to the furthest extent possible. Amgen acknowledges that it may not direct the manner in which Supplier fulfils its obligations to permit inspection by government authorities.	(h) ne sme vzpostaviti komunikacije z vladnim ali regulativnim organom glede storitev, dobavljivih predmetov ali blaga, kot je to ustrezno, razen če to določa zakonodaja, in v tem primeru le na podlagi predhodnega pisnega soglasja družbe Amgen ali če to družba Amgen pisno zahteva. Če vladni ali regulativni organ dobavitelja obvesti, da namerava izvajati ureditvene ukrepe glede vsebine te pogodbe, mora dobavitelj o tem nemudoma pisno obvestiti družbo Amgen, ji predložiti kopije korespondence, povezane z zadevo, in omogočiti, da družba Amgen poda pripombe v največji mogoči meri. Družba Amgen potrjuje, da ne sme usmerjati načina izpolnjevanja obveznosti dobavitelja, da vladnim organom omogoči pregled.
(j) with respect to all transactions pertaining to this Agreement (i) comply with all applicable export control laws and regulations including U.S. Export Administration Regulations ("Export Control Laws"), and (ii) acknowledge that certain material such as Confidential Information may be subject to Export Control Laws.	(j) v zvezi z vsemi posli, ki se nanašajo na to Pogodbo, (i) mora ravnati v skladu z vsemi veljavnimi zakoni in predpisi o nadzoru izvoza, vključno z izvoznimi nadzornimi predpisi Združenih držav Amerike (»zakonodaja o nadzoru izvoza«), in (ii) priznava, da lahko za določena gradiva, kot so zaupni podatki, veljajo omejitve iz naslova zakonodaje o nadzoru izvoza.
(k) if engaging an external work force or staff augmentation, not (and cause its representatives not to) supply the Services hereunder from: (i) a Restricted Country; (ii) a citizen or resident in a Restricted Country. Supplier shall perform reasonable due diligence on its Representatives in accordance with Export Control Laws prior to providing any Services to Amgen. For purposes of this Agreement, the term Restricted Country shall include, but not be limited to, Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.	(k) če je za opravljanje storitve po tej Pogodbi treba najeti zunanjo delovno silo ali če je treba povečati število osebja, teh oseb ne sme najeti (in mora poskrbeti, da tudi njegovi predstavniki teh oseb ne bodo najeli) iz: (i) države, za katero velja omejitev; (ii) za opravljanje storitve ne sme najeti državljana ali rezidenta države, za katero velja omejitev. Pred zagotavljanjem kakršnih koli Storitve družbi Amgen mora Dobavitelj opraviti skrben pregled poslovanja svojih Predstavnikov v skladu z določili zakonodaje o nadzoru izvoza. Za namene te Pogodbe izraz država, za katero velja omejitev, brez omejitev zajema območje Krima v Ukrajini, Kubo, Iran, Severno Korejo, Sudan in Sirijo.

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<p>(l) confirm that neither Supplier nor its representatives are or are owned, controlled by or acting on behalf of, directly or indirectly, any person, government or entity listed on any applicable country's economic or financial sanction regime or subject to any economic or financial sanctions of any applicable country's economic or financial sanction regime, including the European Union and the Office of Foreign Assets Control. Supplier and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Amgen or its Affiliates that could potentially violate any applicable country's economic and financial sanctions regime.</p>	<p>(l) potrjuje, da niti Dobavitelj niti njegovi Predstavniki niso v neposredni ali posredni lasti, pod nadzorom ali delujejo v imenu katere koli osebe, države ali subjekta, ki je uvrščen v režim gospodarskih ali finančnih sankcij katere koli države, za katero velja omejitev, prav tako zanje ne veljajo nobene gospodarske ali finančne sankcije katerega koli režima gospodarskih ali finančnih sankcij katere koli države, za katero veljajo omejitve, vključno z državami Evropske unije in državami, ki so na seznamu Urada za nadzor tujega premoženja Združenih držav Amerike. Dobavitelj in njegovi Predstavniki niso in ne bodo v imenu družbe Amgen ali njenih Povezanih družb neposredno ali posredno opravljali nobenih poslov, ki bi lahko kršili vsakršen režim gospodarskih ali finančnih sankcij katere koli države, za katero veljajo omejitve.</p>
<p>(m) with respect to transactions pertaining to this Agreement, (i) comply with the anti-boycott laws and regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce ("Anti-Boycott Laws") and (ii) refrain from the following (a) refusing to do business with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; (b) discriminating against persons based on race, religion, sex, national origin or nationality; (c) furnishing information about business relationships with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; or (d) furnishing information about the race, religion, sex, or national origin of another person in order to boycott.</p>	<p>(m) v zvezi s posli, ki se nanašajo na to Pogodbo, (i) mora ravnati v skladu z določili zakonodaje in predpisov proti bojkotu, ki jih izvršujeta Ministrstvo za finance in Ministrstvo za trgovino Združenih držav Amerike (»zakonodaja proti bojkotu«), in (ii) se vzdržati (a) zavrnitve poslovnega sodelovanja z nesankcionirano bojkotirano državo, z Izraelom ali v Izraelu ali z družbami s črnega seznama, (b) diskriminacije oseb na podlagi rase, veroizpovedi, spola, nacionalne pripadnosti ali narodnosti, (c) posredovanja podatkov o poslovnih odnosih z nesankcionirano bojkotirano državo, z Izraelom ali v Izraelu ali z družbami s črnega seznama, (d) posredovanja podatkov o rasi, veroizpovedi, spolu, nacionalni pripadnosti druge osebe z namenom bojkota.</p>
<p>2. SUPPLY OF GOODS & ACCEPTANCE OF SERVICES</p>	<p>2. DOBAVA BLAGA IN ODOBRITEV OPRAVLJENIH STORITEV</p>
<p>2.1 <u>Inspection</u>. Before delivering the Goods, Supplier shall carefully inspect and test them for compliance with the Order. Supplier shall keep a proper record of all such inspections and tests and shall supply Amgen with copies of such records on request. Amgen shall have the right at all reasonable times to inspect and test the Goods while under the control of Supplier prior to acceptance. Notwithstanding any such inspection or testing by Amgen, Supplier shall remain fully responsible for the Goods. Failure to exercise right of inspection does not relieve Supplier of any obligation to furnish Goods or Deliverables, as applicable in accordance with this Agreement.</p>	<p>2.1 <u>Pregled</u>. Preden dobavitelj blago dostavi, ga podrobno pregleda in testira za potrditev skladnosti z naročilom. Dobavitelj vodi natančno evidenco vseh teh pregledov in testov ter družbi Amgen na zahtevo predloži kopije te evidence. Družba Amgen ima pravico, da pred prevzemom ob vsakem razumnem času opravi pregled in testira blago, ko z njim upravlja dobavitelj. Ne glede na te preglede ali testiranja družbe Amgen je dobavitelj v celoti odgovoren za blago. Če družba pregleda ni opravila, to ne odveže dobavitelja obveznosti, da zagotovi blago ali dobavljive predmete, kot velja na podlagi te pogodbe.</p>
<p>2.2 <u>Delivery and Acceptance</u> Supplier shall at Supplier's own risk and expense in all respects deliver the Goods or Deliverables as specified in the Order or as directed by Amgen. Deliveries of Goods shall include a delivery note with the purchase order number, date of the Order, number of units and description of contents and shall be properly packed and secured so as to reach their destination in an undamaged condition. If no delivery date is specified in the Order, delivery shall take place within twenty-eight (28) days from the date of the Order. Delivery shall take place during normal business hours unless otherwise agreed by Amgen in writing. Amgen shall not be under any obligation to accept delivery of the Goods unless a packing or delivery note accompanies each delivery. Goods delivered by instalments shall not be treated as single and severable agreements and failure by Supplier to deliver one instalment shall entitle Amgen at its option to treat the Agreement as repudiated. In the event of loss or damage to the Goods prior to or during delivery to Amgen, Supplier shall give written notice of such loss or damage to Amgen and Supplier shall, at Supplier's own expense, promptly replace or repair such lost or damaged Goods but in any event no later than within thirty (30) days from the written notice. Time shall be of the essence.</p>	<p>2.2 <u>Dobava in prevzem</u>. Dobavitelj blago ali dobavljive predmete dostavi na lastno odgovornost in stroške, kot je to določeno v naročilu ali kot določa družba Amgen. Blago se dobavi skupaj z dobavnico, ki vključuje številko naročilnice, datum naročila, število enot in opis vsebine ter je ustrezno pakirano in zaščiteno, da namembni kraj doseže nepoškodovano. Če naročilo ne vsebuje dobavnega roka, je blago dostavljeno v osemindvajsetih (28) dneh od datuma naročila. Dostava poteka v delovnem času, razen če je z družbo Amgen v pisni obliki dogovorjeno drugače. Družbi Amgen ni treba prevzeti pošiljke blaga, ki ni dobavljena v embalaži in opremljena z dobavnico. Blago, dobavljeno v več delih, se ne šteje za posamezne enote na podlagi ločenih pogodb in v primeru, da dobavitelj ne dobavi enega od delov, ima družba Amgen pravico, da po lastni presoji pogodbo šteje za neveljavno. Če dobavitelj blago izgubi ali poškoduje pred ali med dobavo družbi Amgen, ji poda pisno obvestilo o tej izgubi ali škodi in na lastne stroške nemudoma nadomesti izgubljeno blago oziroma ga popravi najpozneje v tridesetih (30) dneh od datuma pisnega obvestila. Čas je pomemben.</p>
<p>2.3 <u>Title and Risk</u>. Goods shall remain at the risk of Supplier until delivery and written acceptance by Amgen, (i.e. when off-loading and stacking, is complete), at which time title shall pass to Amgen. Upon delivery and written acceptance by Amgen, the Goods shall not be subject to any option, charge, lien, encumbrance or other adverse right and neither Supplier nor any third party shall be entitled either to retain title to the Goods or to have any equitable or other rights over the Goods.</p>	<p>2.3 <u>Lastniška pravica in tveganje</u>. Dobavitelj je odgovoren za blago, dokler ga ne dostavi družbi Amgen in od nje ne prejme pisnega potrdila o prevzemu (tj. ko sta raztovarjanje in zlaganje zaključena). V tem trenutku se lastniška pravica prenese na družbo Amgen. Ko je blago dobavljeno in družba Amgen pisno potrdi prevzem, za blago ne veljajo nobene pravice, takse, pridržne pravice, obremenitve ali druge negativne pravice in niti dobavitelj niti katera koli tretja oseba nista upravičena, da zadržita lastništvo nad blagom oziroma da imata enakopravne ali kakršne koli druge pravice glede blaga.</p>

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<p>2.4 <u>Rejection</u>. Without prejudice to any other right or remedy which Amgen or any other Amgen Group member may have, Amgen may, following a reasonable period after delivery, reject in writing any Goods (in whole or in part) which are not supplied in accordance with this Agreement. Amgen may, at its option, (i) carry out such work as may be necessary to make Goods comply with this Agreement and claim such damages as may have been sustained in consequence of Supplier's breach or breaches of this Agreement; or (ii) return the Goods (and refuse to accept any further deliveries of the Goods without any liability to Supplier) and Supplier shall promptly reimburse any amount (payable immediately) paid by Amgen in advance and any delivery and storage costs in returning Goods to Supplier. Notwithstanding the foregoing Amgen shall not be deemed to have accepted and may reject the Goods within a reasonable time after any latent defect has become apparent.</p>	<p>2.4 <u>Zavrnitev</u>. Brez poseganja v katero koli drugo pravico ali pravno sredstvo, ki ga ima lahko družba Amgen ali kateri koli član Skupine Amgen, lahko družba Amgen ob upoštevanju razumnega roka po dobavi pisno zavrne blago (v celoti ali delno), ki ni dobavljeno v skladu s to pogodbo. Družba Amgen lahko po lastni presoji (i) izvede potrebne ukrepe, da je blago v skladu s to pogodbo, in zahteva odškodnino, ki jo je morda utrpela zaradi dobaviteljevih kršitev te pogodbe; ali (ii) blago vrne (in zavrne prevzem vseh nadaljnjih pošilk blaga brez odgovornosti do dobavitelja), dobavitelj pa mora nemudoma povrniti kakršen koli znesek (takojšnje plačilo), ki ga je družba Amgen plačala vnaprej, ter vse stroške dostave in skladiščenja pri vračanju blaga dobavitelju. Ne glede na zgoraj navedeno se v primeru skrite napake šteje, da družba Amgen blaga ni prevzela in ga lahko zavrne v razumnem času po odkritju take napake.</p>
<p>2.5 <u>Goods repair and replace warranty</u>. Goods shall be (a) of the best available design, of the best quality, material and workmanship, be without fault and of satisfactory quality, free of all defects and fit for the purpose required by Amgen and the Amgen Group members and shall conform in all respects with the Order or as advised by Amgen, and</p>	<p>2.5 <u>Popravilo blaga in garancija za zamenjavo</u>. Blago mora: (a) imeti najboljšo mogočo zasnovano ter zagotavljati najboljšo kakovost, materiale in strokovno izdelavo, biti mora brez napak, zadovoljive kakovosti in primerno za namene družbe Amgen in članov Skupine Amgen ter mora biti popolnoma v skladu z naročilom ali zahtevami družbe Amgen; in</p>
<p>(b) Supplier warrants that: (i) the Goods shall be of satisfactory quality, free of all defects in material and workmanship, conform to applicable specifications in the Order and fit for the purpose required by Amgen or the Amgen Group members and such warranty shall extend to any defect or nonconformity arising or manifesting itself after delivery and acceptance of the Goods and during the term specified in the Order ("Warranty Period"); (ii) where the defects appear under proper use within the Warranty Period, Supplier shall either (A) free or charge either repair or, at its option, replace defective Goods within twenty-four (24) hours provided that (i) notice in writing of the defects complained of shall be given to Supplier upon their appearance, and (ii) such defects shall be found to Supplier's satisfaction to have arisen solely from faulty design, workmanship or materials; or, (B) refund the price of the defective portion of the Goods in the event that such amounts have already been paid by Amgen to Supplier; (iii) any repaired or replaced Goods shall be redelivered by Supplier free of charge to the original point of delivery as specified in the Order and in accordance with and subject to this Agreement; and (iv) if the agreed Warranty Period as specified in the Order exceeds the term of the manufacturer's warranty, Supplier shall procure an extended warranty at Supplier's cost.</p>	<p>(b) dobavitelj jamči, da: (i) je blago zadovoljive kakovosti, nima napak v zvezi z materialom ali strokovno izdelavo, je v skladu z ustreznimi specifikacijami v naročilu in primerno za namene družbe Amgen ali članov Skupine Amgen, ta garancija pa se nanaša na kakršno koli napako ali neskladje, do katerega pride po dobavi in prevzemu blaga ter v roku, določenem v naročilu (»garancijski rok«); (ii) če se ob pravilni uporabi napake pojavijo v garancijskem roku, dobavitelj (a) brezplačno popravi ali po svoji presoji zamenja poškodovano blago v štiriindvajsetih (24) urah, pod pogojem, da (i) prejme pisno obvestilo o napakah, ko se pojavijo, in da (ii) je do teh napak ob strinjanju dobavitelja prišlo izključno zaradi slabe zasnove, strokovne izdelave ali materialov; ali (b) povrne znesek poškodovanega dela blaga, če je ta znesek družba Amgen že plačala dobavitelju; (iii) bo popravljeno ali zamenjano blago dostavil brezplačno na prvotno točko dostave, kot je določeno v naročilu in na podlagi te pogodbe; in (iv) če je dogovorjeni garancijski rok, kot je določeno v naročilu, daljši od garancije proizvajalca, dobavitelj na lastne stroške zagotovi podaljšano garancijo.</p>
<p>(c) The remedies in this section are without prejudice to and in addition to any warranties; indemnities, remedies or other rights provide by law and/or under any other provision of this Agreement for the benefit of Amgen or the Amgen Group members</p>	<p>(c) Pravna sredstva iz tega poglavja dopolnjujejo in ne posegajo v nobeno garancijo, odškodnino, pravna sredstva ali druge pravice, ki jih določa zakon in/ali druge določbe iz te pogodbe v korist družbe Amgen ali članov Skupine Amgen.</p>
<p>3. PAYMENT</p>	<p>3. PLAČILO</p>
<p>3.1 <u>Pricing</u>. Prices set forth in the Order are inclusive of all additional costs and expenses, including packaging, packing, insurance, customs clearance and delivery costs</p>	<p>3.1 <u>Oblikovanje cen</u>. Cene, določene v naročilu, vključujejo vse dodatne stroške, vključno z embalažo, pakiranjem, zavarovanjem, carinjenjem in stroški dostave.</p>
<p>3.2 <u>Invoicing</u>. Supplier will invoice Amgen for the supply of Goods and Services monthly or as agreed with Amgen in writing in advance. Invoices will set forth the Order number, actual number of hours worked, itemize all other reimbursable costs incurred and list VAT as a separate line item. Undisputed invoices will be payable by Amgen within sixty (60) days of receipt. Amgen shall be entitled to set off against the price of any Goods any sums owed to Amgen or any Amgen Group member by Supplier.</p>	<p>3.2 <u>Izdajanje računov</u>. Dobavitelj družbi Amgen izda račun za dobavljeno blago in opravljene storitve vsak mesec ali v skladu s predhodnim pisnim dogovorom z družbo Amgen. Računi vključujejo številko naročila, dejansko število ur opravljenega dela, popis vseh drugih nastalih stroškov, ki se povrnejo, in DDV kot ločeno postavko. Družba Amgen bo nesporne račune plačala v šestdesetih (60) dneh od prejema računa. Družba Amgen je upravičena, da s cenami blaga pobota morebitne zneske, ki jih dobavitelj dolguje družbi Amgen ali članom Skupine Amgen.</p>
<p>3.3 <u>Discounts</u>. Amgen shall be entitled to any discount for prompt payments or volume of purchases generally granted by Supplier whether or not shown on any Order</p>	<p>3.3 <u>Popusti</u>. Družba Amgen je upravičena do kakršnega koli popusta zaradi sprotnega plačevanja ali obsega nakupa, ki ga dobavitelj običajno odobri, ne glede na to, ali je naveden v naročilu.</p>
<p>3.4 <u>Expenses</u>. No expenses are payable unless approved in writing by Amgen in advance. Any and all requests for reimbursement for expenses must be accompanied by documentation in form and detail sufficient to meet the requirements of the taxing authorities with respect to recognition of expenses for corporate tax purposes</p>	<p>3.4 <u>Stroški</u>. Nobeni stroški se ne povrnejo, razen če družba Amgen tega vnaprej pisno ne odobri. Vsi zahtevki za povračilo stroškov morajo biti opremljeni z dokumentacijo, ki po obliki in podrobnostih ustreza in izpolnjuje zahteve davčnih organov v zvezi z ugotavljanjem stroškov za namene davka od dohodka pravnih oseb</p>
<p>4. INDEMNITY AND INSURANCE</p>	<p>4. ODŠKODNINA IN ZAVAROVANJE</p>

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<p>4.1 Indemnity. Supplier shall indemnify and keep indemnified Amgen, its employees and any member of the Amgen Group against all losses, claims, expenses, costs, (including legal costs), damages and liabilities of whatever nature, including economic loss, loss of profit, direct loss or consequential loss, administrative loss, including those arising out of third party claims or actions ("Claims"), arising from or incurred, directly or indirectly, in connection with breach of any express or implied term, obligation, warranty or condition given by Supplier either in relation to the performance of the Services, the provision of Deliverables, or any defective workmanship, quality or materials of any Goods supplied under this Agreement, or in connection with any infringement or alleged infringement of any patent, registered design, design right, trade mark, copyright or other intellectual property right through the use, manufacture or supply of the Goods, or any act or omission of Supplier or Supplier's employees, representatives, agents or sub-contractors in supplying or delivering the Goods, Deliverables or Services or otherwise in connection with this Agreement.</p>	<p>4.1 Odškodnina. Dobavitelj poravnava škodo in zavaruje družbo Amgen, njene zaposlene in člane Skupine Amgen pred izgubami, zahtevki, odhodki, stroški (vključno s stroški pravnega svetovanja), škodo in obveznostmi kakršne koli narave, vključno z gospodarsko škodo, izgubo dobička, neposredno izgubo ali posledično izgubo, administrativno izgubo in izgubo zaradi zahtevkov ali ukrepov tretjih oseb (»zahtevki«), ki jo dobavitelj neposredno ali posredno povzroči s kršenjem katerega koli izrecnega ali nakazanega določila, obveznosti, garancije ali pogoja v zvezi z opravljanjem storitev, zagotavljanjem dobavljivih predmetov ali slabo strokovno izdelavo, kakovostjo ali materiali blaga, dobavljenimi pod to pogodbo, oziroma v zvezi s kršitvijo ali domnevno kršitvijo pravic, ki se nanašajo na patent, registrirano obliko, oblikovalske pravice, blagovno znamko, avtorske pravice ali druge pravice intelektualne lastnine na podlagi uporabe, izdelave in dobave blaga, ter z drugim dejanjem ali opustitvijo dejanja, ki jo povzroči dobavitelj ali njegovi zaposleni, predstavniki, zastopniki in podizvajalci pri dobavi in dostavi blaga, dobavljivih predmetov ali opravljanju storitev oz. kako drugače v zvezi s to pogodbo.</p>
<p>4.2 Insurance. Supplier shall take out and maintain at its own cost such insurance policies appropriate and adequate to cover its obligations and liabilities under this Agreement. Upon Amgen's request, Supplier will provide to Amgen within five (5) days written proof of Supplier's insurance coverage acceptable to Amgen in accordance with this Agreement.</p>	<p>4.2 Zavarovanje. Dobavitelj na lastne stroške sklene in podaljša zavarovanje, ki ustrežno in v zadostni meri krije njegove obveznosti in odgovornosti pod to pogodbo. Dobavitelj bo na zahtevo družbe Amgen v petih (5) dneh zagotovil pisno dokazilo o svoji zavarovalni polici, ki je za družbo Amgen sprejemljiva v skladu s to pogodbo.</p>
<p>5. CONFIDENTIALITY</p>	<p>5. ZAUPNOST</p>
<p>Supplier shall, during the Term of this Agreement and for a term of five (5) years thereafter unless legally permitted longer, hold in confidence, all information and materials, including confidential and/or proprietary information, know-how, third party information, trade secrets, the terms of this Agreement and the fact of its existence, business, marketing, economic, strategic and financial, customer and pricing information, economic models, product information, reports, data, orders, agreements, communications, correspondence, studies, protocols, study designs, test or study results, analyses, specifications, estimates, calculations, models, forecasts, maps, plans, specimens, drawings, surveys, photographs, software, equipment, processes, programs, and any ideas, methods, discoveries, inventions, patents, concepts, research, development, or other related intellectual property right, received by or disclosed to Supplier or its representatives by Amgen or any Amgen Group member in any form or that results from Supplier's performance under this Agreement ("Confidential Information") and will not disclose to any third party or use it for any purpose except as provided in this Agreement. Supplier will have no proprietary rights whatsoever in the Confidential Information. Supplier will limit the access to the Confidential Information to only those persons under Supplier's direct control who, with Amgen's knowledge and written consent, are already under confidentiality obligations at least as restrictive as those under this Agreement. Notwithstanding anything to the contrary herein, Supplier will have no obligation of confidentiality and non-use with respect to any portion of the Confidential Information which is or later becomes generally available to the public by use or publication, through no fault of Supplier, or, is obtained from a third party without restriction who had the legal right to disclose the same to Supplier, or, which Supplier already possesses as evidenced by Supplier's written records, predating receipt thereof from Amgen. Supplier may disclose Confidential Information that is required to be disclosed if in response to a valid order of a court or other governmental body, so long as Supplier provides Amgen with timely prior written notice and limits as far as possible the scope of such disclosure. Supplier will promptly return to Amgen, upon its written request (but in any event upon the termination of this Agreement for any reason), the Confidential Information in tangible form, including copies in all forms, and delete the Confidential Information stored in any magnetic or optical disc or memory, unless such deletion is prohibited by law. Supplier will be entitled to retain one copy of the Confidential Information for record keeping purposes if required by law. Supplier will not, in connection with the Services to be performed or Goods or Deliverables to be supplied under this Agreement, disclose to Amgen any information which is confidential and/or proprietary to Supplier or any third party.</p>	<p>V času veljavnosti te pogodbe in pet (5) let po izteku njene veljavnosti, razen če zakon določa daljši rok, dobavitelj ohrani tajnost vseh podatkov in gradiva, vključno z zaupnimi podatki in/ali podatki z lastninsko pravico, strokovnim znanjem, informacijami tretjih oseb, poslovnimi skrivnostmi, pogoji te pogodbe in dejstvom njenega obstoja, poslovanjem, trženjem ter ekonomskimi, strateškimi in finančnimi podatki ter podatki o strankah in cenah, ekonomskimi modeli, podatki o izdelkih, poročili, podatki, naročili, dogovori, sporočili, korespondenco, raziskavami, protokoli, raziskovalnimi oblikami, rezultati testov in raziskav, analizami, specifikacijami, ocenami, izračuni, modeli, napovedmi, kartami, načrti, vzorci, skicami, anketami, slikami, programsko opremo, opremo, postopki, programi ter idejami, metodami, odkritji, izumi, patenti, koncepti, raziskavami, razvojem in drugimi pravicami, povezanimi z intelektualno lastnino, ki jih družba Amgen ali kateri koli član Skupine Amgen podeli ali razkrije dobavitelju ali njegovim predstavnikom v kakršni koli obliki oziroma je to razkritje posledica dela, ki ga dobavitelj opravlja pod to pogodbo (»zaupni podatki«), in teh podatkov ne razkrije nobeni tretji osebi ali jih uporabi v kakršen koli namen, razen kot določa ta pogodba. Dobavitelj nima nobenih pravic iz naslova lastništva zaupnih podatkov. Dobavitelj omeji dostop do zaupnih podatkov le na tiste osebe, ki so pod njegovim neposrednim nadzorom in ki z vednostjo družbe Amgen in pisnim soglasjem že izpolnjujejo obveznosti o zaupnosti, ki določajo vsaj enake omejitve kot obveznosti iz te pogodbe. Dobavitelj ne glede na drugačne določbe v tej pogodbi nima obveznosti o zaupnosti in ne uporabi v zvezi s katerim koli delom zaupnih podatkov, ki je oziroma lahko pozneje postane splošno dostopen javnosti zaradi uporabe ali objave, vendar ne po krivdi dobavitelja, ali ki ga brez omejitev pridobi od tretje osebe, ki ima zakonsko pravico, da ta del dobavitelju razkrije, oziroma ki ga dobavitelj že poseduje, kot dokazuje pisne evidence dobavitelja, ki imajo zgodnejši datum od datuma prejema tega dela zaupnih podatkov od družbe Amgen. Dobavitelj lahko razkrije zaupne podatke, če to zahteva veljavna odločba sodišča ali drugega vladnega organa, pri čemer mora dobavitelj družbi Amgen pravočasno predhodno predložiti pisno obvestilo in zagotoviti čim bolj omejen obseg tega razkritja. Na pisno zahtevo družbe Amgen (vsekakor pa ob odpovedi te pogodbe zaradi kakršnega koli razloga) dobavitelj družbi nemudoma vrne zaupne podatke v fizični obliki, vključno s kopijami v vseh oblikah, in izbriše zaupne podatke, shranjene na kakršnem koli magnetnem ali optičnem disku ali pomnilniku, razen če je tak izbris z zakonom prepovedan. Dobavitelj je upravičen, da zadrži eno kopijo zaupnih podatkov za namene vodenja evidenc, če to zahteva zakon. V zvezi z opravljanjem storitev oziroma dobavo blaga ali dobavljivih predmetov pod to pogodbo dobavitelju ni treba družbi Amgen razkriti nobenih podatkov, ki so zaupni in/ali last dobavitelja ali tretje osebe.</p>
<p>6. DATA PROCESSING AND DISCLOSURE BY AMGEN</p>	<p>6. OBDELAVA IN RAZKRITJE PODATKOV, KI JU IZVEDE DRUŽBA AMGEN</p>

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<p>6.1 <u>Data Processing</u>. The administration and management of this Agreement may include Amgen's collection and processing of personal information. Such information includes non-sensitive information such as name, contact details, field of expertise and the content of this Agreement. This information may be transferred to trusted third parties for processing in countries located outside of that in which it was collected. Regardless of the country where this information is processed, Amgen maintains and requires its third-party processors to maintain appropriate administrative, technical and physical safeguards to protect the information. Transfers of personal information follow applicable laws and are subject to safeguards such as Amgen's Binding Corporate Rules ("BCRs") or Standard Contractual Clauses. For information on Amgen's BCRs, visit http://www.amgen.com/bcr/. For information on Standard Contractual Clauses, contact Amgen's Data Protection Officer at privacyoffice@amgen.com. To exercise rights, including rights to access, correct, or request deletion of personal information (subject to certain restrictions imposed by law), contact Amgen's Data Protection Officer. To lodge a complaint about the processing of personal information, contact Amgen's Data Protection Officer or the applicable National Data Protection Authority. Supplier shall ensure that its personnel whose personal information is processed hereunder receives appropriate notice to allow for the processing of personal information consistent with this Section.</p>	<p>6.1 <u>Obdelava podatkov</u>. Upravljanje in izvajanje te pogodbe lahko zajema zbiranje in obdelavo osebnih podatkov, ki ju izvaja Amgen. Ti podatki vključujejo neobčutljive podatke, kot so ime, podatki za stik, strokovno področje in vsebina te pogodbe. Te podatke je dovoljeno posredovati zaupanja vrednim tretjim osebam za obdelavo v državi, ki ni država, v kateri so bili podatki zbrani. Ne glede na državo, v kateri so podatki obdelani, družba Amgen vzdržuje ustrezne upravljalske, tehnične in fizične zaščitne ukrepe za varstvo podatkov in to zahteva tudi od drugih obdelovalcev, ki obdelujejo te podatke. Pri prenosih osebnih podatkov je treba upoštevati veljavno zakonodajo in zaščitne ukrepe, kot so zavezujoča poslovna pravila družbe Amgen ali standardne pogodbene klavzule. Več informacij o zavezujočih poslovnih pravilih družbe Amgen najdete na povezavi http://www.amgen.com/bcr/. Za informacije o standardnih pogodbenih klavzulah pišite pooblaščenim osebi za varstvo podatkov pri družbi Amgen na naslov privacyoffice@amgen.com. Za uveljavljanje pravic, vključno s pravico dostopa do osebnih podatkov ter popravka ali izbrisa osebnih podatkov (v skladu z nekaterimi omejitvami, ki jih določa zakon), se obrnite na pooblaščenega osebo za varstvo podatkov pri družbi Amgen. Ugovor v zvezi z obdelavo osebnih podatkov lahko vložite pri pooblaščenim osebi za varstvo podatkov pri družbi Amgen ali pri ustreznem nacionalnem organu za varstvo podatkov. Dobavitelj mora osebje, katerega osebni podatki se obdelujejo po tej pogodbi, ustrezno obvestiti in tako zagotoviti obdelavo osebnih podatkov v skladu s tem poglavjem.</p>
<p>6.2 <u>Disclosure</u>. Notwithstanding anything to the contrary in this Agreement, Supplier acknowledges and agrees that to the extent required or necessary to comply with applicable laws and codes of practice on disclosure obligations (i) Amgen is permitted to publicly disclose information regarding Supplier and this Agreement, and (ii) this information may include without limitation payments, or other transfers of value, made to Supplier and/or made by Supplier on behalf or at the request of Amgen to health care professional, health care institutions, and other persons or entities that are subject of the disclosure laws (each a "Disclosure Subject"). Supplier agrees to promptly respond to, and cooperate with, reasonable requests of Amgen regarding collection of information, such as the completion of forms and the submission of information in a specific format e.g. a "spend capture form" provided by Amgen, in compliance with all relevant disclosure laws and regulations. If required by law, Supplier warrants and agrees to undertake to inform the Disclosure Subject about any disclosure, data transfer and processing obligations stated herein as well as to give sufficient notice to the Disclosure Subject of such.</p>	<p>6.2 <u>Razkritje</u>. Dobavitelj ne glede na kakršne koli drugačne določbe v tej pogodbi priznava in se strinja, da je v tolikšni meri, kot se zahteva ali je potrebno v skladu z veljavnimi zakoni in kodeksi ravnanja o obveznostih razkrivanja podatkov, (i) družbi Amgen dovoljeno javno razkriti podatke o dobavitelju in tej pogodbi ter (ii) da ti podatki lahko brez omejitve vključujejo plačila ali druge prenose vrednosti, izvršene v korist dobavitelja in/ali nakazane s strani dobavitelja v imenu ali na zahtevo družbe Amgen zdravstvenim delavcem, zdravstvenim ustanovam in drugim osebam ali subjektom, za katere veljajo zakoni o razkritju (posamezni se imenuje »subjekt razkritja«). Dobavitelj se strinja, da se nemudoma odzove na smiselne zahteve družbe Amgen glede zbiranja podatkov, kot je izpolnjevanje obrazcev in posredovanje podatkov in določeni obliki, npr. »obrazec za zajem porabe«, ki jih zagotovi Amgen, in da pri tem sodeluje, v skladu z vsemi ustreznimi zakoni in predpisi o razkritju. Če tako določa zakon, dobavitelj jamči in se zaveže, da bo obvestil subjekt razkritja o kakršnem koli razkritju, prenosu podatkov in obveznostih obdelave podatkov, navedenih v tej pogodbi, in o tem subjektu razkritja tudi poslal ustrezno obvestilo.</p>
<p>7. INTELLECTUAL PROPERTY</p>	<p>7. INTELEKTUALNA LASTNINA</p>
<p>7.1 <u>No third party infringement</u>. No Goods, Services or Deliverable shall infringe any intellectual property or other right of any third party, or cause any royalty payment to be payable, save as agreed in the Order.</p>	<p>7.1 <u>Brez kršenja pravic tretjih oseb</u>. Nobeno blago, storitve ali dobavljivi predmeti ne smejo biti osnova za kršenje pravic intelektualne lastnine ali drugih pravic katere koli tretje osebe ali za zahtevo plačila licenčnin, razen kot je dogovorjeno v naročilu.</p>
<p>7.2 <u>Work Product</u>. Any Deliverables, information, or results, specifications, proposals, including discoveries, inventions, copyright, design rights, patents, innovations, suggestions, know-how, idea, specifications and reports made by Supplier or its representatives, and all present and future intellectual property rights which result from, or are related to, information disclosed by Amgen or any Amgen Group member to Supplier or its representatives or which are developed as a result of, or in connection with Supplier's Services or Deliverables under this Agreement ("Work Product") shall be the exclusive property of Amgen or its designated member of the Amgen Group. Supplier hereby assigns or will assign to Amgen or its designated member of the Amgen Group upon the date of the Work Product's creation all of Supplier's right, title and interest in all Work Product including any present and future intellectual property rights, without retaining any rights whatsoever. If Supplier is not able to assign such intellectual property rights to Amgen for any legal or factual reason, Supplier hereby grants Amgen an exclusive, royalty-free, perpetual, worldwide unrestricted licence to reproduce, distribute, modify and otherwise utilize such intellectual property rights. No other intellectual property right is granted to either Party under this Agreement and the disclosure of any Confidential Information shall not result in any obligation to grant either Party any rights in or to the subject matter of the other Party. Any intellectual property rights existing prior to the date of this Agreement shall remain the property of the Party introducing the same.</p>	<p>7.2 <u>Produkt práce</u>. Kateri koli dobavljivi predmeti, podatki ali rezultati, specifikacije, predlogi, vključno z odkritji, izumi, avtorskimi pravicami, oblikovalskimi pravicami, patenti, inovacijami, predlogi, strokovnim znanjem, idejami, specifikacijami in poročili dobavitelja ali njegovih predstavnikov, in vse sedanje in prihodnje pravice intelektualne lastnine, ki izhajajo iz podatkov ali so povezane s podatki, ki jih je družba Amgen ali kateri koli član Skupine Amgen razkril dobavitelju ali njegovim predstavnikom, oz. so rezultat storitev ali dobavljenih predmetov dobavitelja ali so povezane z njimi na podlagi te pogodbe ("rezultat dela«), so izključna last družbe Amgen ali imenovanega člana Skupine Amgen. Dobavitelj s to pogodbo na datum nastanka rezultata dela dodeli ali bo dodelil družbi Amgen ali imenovanemu članu Skupine Amgen vse svoje pravice, lastništvo in interese v zvezi z rezultatom dela, vključno z vsemi sedanjimi in prihodnjimi pravicami intelektualne lastnine, ne da bi si pri tem pridržal kakršne koli pravice. Če dobavitelj družbi Amgen ne more dodeliti teh pravic intelektualne lastnine zaradi kakršnega koli pravnega ali dejanskega razloga, dobavitelj s to pogodbo družbi Amgen podeljuje izključno, brezplačno, stalno in na svetovni ravni neomejeno licenco za kopiranje, distribucijo, spreminjanje in kakršno koli uporabo teh pravic intelektualne lastnine. Na podlagi te pogodbe se nobeni od pogodbenih strank ne podeli nobena druga pravica intelektualne lastnine in razkritje zaupnih podatkov ne pomeni nikakršne obveznosti podelitve kakršnih koli pravic kateri od pogodbenih strank v zvezi z vsebino druge pogodbene stranke. Vse pravice intelektualne lastnine, ki so obstajale pred datumom te pogodbe, ostanejo last pogodbene stranke, ki jih uvede.</p>
<p>8. CANCELLATION</p>	<p>8. ODPOVED</p>

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<p>8.1 The Order may be cancelled by Amgen without damages at any time by giving thirty (30) days prior written notice.</p>	<p>8.1 Družba Amgen lahko brez odškodnine kadar koli prekliche naročilo, pri čemer trideset (30) dni pred preklicem zagotovi pisno obvestilo</p>
<p>8.2 Cancellation for non-delivery. If the Goods, Deliverables or Services are not delivered on the due date, Amgen may cancel the Agreement in whole or in part, and/or to refuse to accept any subsequent delivery of the Goods or Deliverables or Services which Supplier attempts to make, and/or, recover from Supplier any expenditure reasonably incurred by Amgen or any other Amgen Group member in obtaining the Goods or Deliverables or Services in substitution from another supplier, and/or, claim damages for any additional costs, loss or expenses incurred by Amgen which are in any way attributable to Supplier's failure to deliver the Goods or Deliverables or Services on the due date, without prejudice to any other rights which it may have. Amgen shall return to Supplier at Supplier's risk and expense any Goods already delivered which by reason of the non-delivery of the balance are not reasonably capable of use by Amgen, as determined in its reasonable discretion, in the ordinary course of Amgen's business, and Supplier shall immediately refund to Amgen any money paid by Amgen for or in respect of undelivered or returned Goods, and, Supplier shall pay to Amgen an amount equal to the excess (if any) over the agreed price for costs reasonably incurred by Amgen in buying other goods in place of the Goods, and, Amgen shall be under no other liability to Supplier for or in respect of rescission of the Agreement pursuant to the provisions of this clause.</p>	<p>8.2 Odpoved zaradi neizvedene dostave. Če blago ali dobavljivi predmeti niso dostavljeni oz. storitve niso opravljene do roka, lahko družba Amgen pogodbo v celoti ali delno odpove in/ali zavrne prevzem morebitnih nadaljnjih pošiljk blaga ali dobavljivih predmetov oziroma storitve, ki jih dobavitelj poskuša dostaviti ali opraviti, in/ali od dobavitelja zahteva povračilo morebitnih izdatkov, ki so družbi Amgen ali kateremu koli članu Skupine Amgen smiselno nastali zaradi dobavljenega blaga ali dobavljivih predmetov oz. opravljenih storitev pri drugem dobavitelju, in/ali zahteva odškodnino za vse morebitne dodatne stroške, izgubo ali odhodke družbe Amgen, ki se lahko pripišejo dobavitelju zaradi neizvedene dostave blaga ali dobavljivih predmetov oz. neopravljenih storitev do roka, brez poseganja v kakršne koli druge pravice, ki jih dobavitelj lahko ima. Družba Amgen dobavitelju na njegovo odgovornost in stroške vrne že dostavljeno blago, ki ga družba Amgen po svoji ustrezni presoji zaradi neizvedene dostave celotnega blaga ne more ustrezno uporabiti pri svojem običajnem poslovanju, dobavitelj pa družbi Amgen nemudoma povrne morebitni znesek, ki ga je družba plačala v zvezi z nedostavljenim ali vrnjenim blagom, in poravnava znesek, ki je enak presežku (če obstaja) dogovorjene cene, za stroške, ki so smiselno nastali družbi Amgen zaradi nakupa drugega namesto prvotnega blaga, pri čemer družba Amgen ne odgovarja dobavitelju glede razveljavitve pogodbe v skladu z določbami te klavzule.</p>
<p>8.3 Other cancellation events. Amgen shall be entitled to terminate the Agreement with immediate effect, on written notice to Supplier and without liability to Supplier if (i) Supplier breaches of any of its obligations under the Agreement which is incapable of remedy; or (ii) Supplier fails to remedy within thirty (30) days where capable of remedy, or persists in any breach of its obligations under the Agreement; or (iii) an order is made or an effective resolution is passed for the liquidation, winding up or administration of Supplier, or Supplier seeks or enters into any composition or arrangement with its creditors, or suffers or permits any distraint or distress proceedings or an encumbrancer to take possession or a receiver or manager to be appointed of all or any part of its assets or undertaking, or Supplier ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or stops or threatens to stop payment of its debts, or (iv) there is a change in control of Supplier during the Term of the Agreement.</p>	<p>8.3 Drugi razlogi za odpoved. Družba Amgen je upravičena, da to pogodbo odpove s takojšnjim učinkom ter na podlagi pisnega obvestila dobavitelju in brez odgovornosti do dobavitelja, če (i) dobavitelj krši katero koli svojo obveznost na podlagi te pogodbe in te kršitve ni mogoče odpraviti; ali če (ii) dobavitelj kršitve ne odpravi v tridesetih (30) dneh, kjer jo je mogoče odpraviti, ali pa vztraja pri kršenju katere koli svoje obveznosti na podlagi te pogodbe; ali če (iii) je izdana odločba ali sprejet javljen sklep za likvidacijo, prenehanje dejavnosti ali upravljanje dobavitelja oziroma se dobavitelj dogovarja za združitev ali sklepa dogovore s svojimi upniki oziroma je udeležen ali dopusti kakršen koli postopek za rubež ali odvzem ali zastavni upnik prevzame lastništvo ali je imenovan prejemnik ali skrbnik njegovih sredstev ali podjetja v celoti ali delno oziroma dobavitelj preneha ali grozi, da bo prenehal s svojim poslovanjem ali celotno dejavnostjo, oziroma proda svoje podjetje ali pa preneha ali grozi, da bo prenehal odplačevati svoj dolg; ali če (iv) pride do spremembe nadzora nad dobaviteljem v času trajanja te pogodbe.</p>
<p>8.4 Survival. The termination of this Agreement for any reason will not release either Party from any obligations and liabilities set forth in Sections 4.4, 5, 7 12.1, 12.5, 12.6 and 12.10 and which the Parties have expressly agreed will survive such termination or which remain to be performed or by their nature would be intended to be applicable following any such termination.</p>	<p>8.4 Veljavnost določb po izteku pogodbe. Odpoved te pogodbe zaradi kakršnega koli razloga nobene pogodbene stranke ne odveže obveznosti in odgovornosti, ki so določene v poglavjih 4.4, 5, 7 12.1, 12.5, 12.6 in 12.10 in o katerih sta se pogodbeni stranki izrecno strinjali, da veljajo po odpovedi pogodbe, oziroma ki morajo biti izpolnjene ali bi zaradi svoje narave veljale po odpovedi te pogodbe.</p>
<p>8.5 Rights upon termination. Upon receipt of notice of termination, Supplier shall do the following unless otherwise specified by Amgen: Incur no further obligations; use its best endeavors to reduce as far as possible any costs associated with any such termination; preserve any performance that is in progress or completed and the data relating thereto until Amgen or Amgen's designee takes possession thereof; and turn over Work Products in accordance with Amgen's instructions.</p>	<p>8.5 Pravice ob odpovedi. Ko dobavitelj prejme obvestilo o odpovedi, stori naslednje, razen če družba Amgen ne določi drugače: ne prevzame nobenih novih obveznosti; po svojih najboljših močeh čim bolj zmanjša vse stroške, povezane s to odpovedjo; ohrani dejavnosti, ki so v teku ali dokončane in s tem povezane podatke, dokler jih družba Amgen ali pooblaščenec družbe Amgen ne prevzame; in preda rezultate dela v skladu z navodili družbe Amgen.</p>
<p>9. RELATIONSHIP OF PARTIES</p>	<p>9. RAZMERJE MED POGODBENIMA STRANKAMA</p>
<p>Nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent or employer-employee relationship between Supplier and Amgen. The relationship of Supplier to Amgen will be one of independent contractor and at no time will Supplier hold itself out to be an employee of any Amgen Group member or claim the status, prerequisites or benefits of an Amgen Group employee. Supplier shall not have any authority to obligate Amgen or any Amgen Group member by contract or otherwise, or represent itself, either directly or indirectly, as being connected with or interested in the business of the Amgen Group. Unless otherwise required by law, no amount will be deducted or withheld from Amgen's payment to Supplier for income taxes and no social security contributions of any kind (e.g. medical, pension or unemployment insurance) will be payable by Amgen on Supplier's behalf. Supplier shall be responsible for registering with the competent tax and social security authorities to conduct business including making appropriate filings and payments to all applicable taxing and social security authorities.</p>	<p>Nič v tej pogodbi ne določa, da sta dobavitelj in družba Amgen ustvarila partnersko razmerje, projekt skupnega vlaganja, razmerje med naročnikom in zastopnikom ali razmerje med delodajalcem in zaposlenim. Dobavitelj je neodvisni izvajalec za družbo Amgen in se v nobenem primeru ne more šteti za zaposlenega pri katerem koli članu Skupine Amgen ali zahtevati statusa, predpogojev in prednosti zaposlenih v Skupini Amgen. Dobavitelj ni pooblaščen, da družbo Amgen ali katerega koli člana Skupine Amgen obveže s pogodbo ali kako drugače oziroma da se neposredno ali posredno predstavlja, da je povezan s Skupino Amgen ali ga zanima dejavnost Skupine Amgen. Če zakon ne določa drugače, se od plačila družbe Amgen dobavitelju nikakršen znesek ne odšteje ali zadrži za namene davka na dohodek, prav tako družbi Amgen v imenu dobavitelja ni treba plačati nikakršnih plačljivih prispevkov za socialno varnost (npr. za zdravstvo, pokojnino ali zavarovanje za primer brezposelnosti). Dobavitelj je odgovoren, da se prijavi pri pristojnem davčnem organu in organu za socialno varnost zaradi opravljanja dejavnosti ter predloži ustrezne vloge in opravi ustrezna plačila vsem organom, pristojnim za davke in socialne prispevke.</p>

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10. SUBCONTRACTORS	10. PODIZVAJALCI
10.1 Supplier shall only subcontract its obligations under this Agreement to the subcontractors agreed by Amgen in advance in writing	10.1 Dobavitelj svoje obveznosti na podlagi te pogodbe prenese le na podizvajalce, ki so z družbo Amgen vnaprej dogovorjeni in pisni obliki.
10.2 Any subcontracting by Supplier under this Agreement shall be pursuant to a separate written agreement between Supplier and the subcontractors and shall be performed in accordance with the requirements of this Agreement. No subcontract shall relieve Supplier from any of its obligations or liabilities under this Agreement.	10.2 Delo, ki ga dobavitelj odda podizvajalcem na podlagi te pogodbe, je predmet ločenega pisnega dogovora med dobaviteljem in podizvajalci in je opravljeno v skladu z zahtevami te pogodbe. Nobena podizvajalska pogodba dobavitelja ne odveže njegovih obveznosti ali odgovornosti na podlagi te pogodbe.
10.3 Nothing in this Agreement or any subcontract shall create any contractual relationship between any member of the Amgen Group and a subcontractor, or any obligation on any member of the Amgen Group to pay or be responsible for the payment of, any sums to any subcontractor. Supplier shall properly direct and control its subcontractors and have full responsibility for the Services or Deliverables, whether performed by Supplier or its subcontractors or otherwise with respect to the delivery of the Goods.	10.3 Nič v tej pogodbi in nikakršna podizvajalska pogodba ne ustvarja pogodbenega razmerja med nobenim članom Skupine Amgen in podizvajalcem oziroma nobenega člana Skupine Amgen ne obveže, da plača ali je odgovoren za plačilo zneskov kateremu koli podizvajalcu. Dobavitelj ustrezno usmerja in nadzira svoje podizvajalce ter je v celoti odgovoren za storitve ali dobavljive predmete, ne glede na to, ali jih opravi oz. dobavi dobavitelj ali njegovi podizvajalci ali se dobavijo oz. opravijo kako drugače v zvezi z dobavo blaga.
10.4 Supplier shall be responsible to Amgen and the Amgen Group for (i) all Services performed or Deliverables or Goods provided and for the negligence, errors, acts, omissions and conduct of it and its subcontractors and any of its or its subcontractors employees, representatives or agents, and (ii) compliance by each subcontractor with the requirements of this Agreement and all applicable law, rules and regulations to the same.	10.4 Dobavitelj je odgovoren do družbe Amgen in Skupine Amgen za (i) vse opravljene storitve oz. dobavljene dobavljive predmete ali blago ter malomarnost, napake, dejanja, opustitev dejanj in svoje ravnanje, ravnanje svojih podizvajalcev, svojih zaposlenih in zaposlenih svojih podizvajalcev, svojih predstavnikov ali zastopnikov in za ravnanje predstavnikov ali zastopnikov svojih podizvajalcev ter za (ii) delovanje vsakega podizvajalca v skladu z zahtevami te pogodbe in vsemi veljavnimi zakoni, pravili in predpisi.
11. MARKET AND CUSTOMER RESEARCH	11. RAZISKAVA TRGA IN POTROŠNIKOV
To the extent Supplier's performance hereunder includes any activity involving either (a) original collection of data or information directly from a defined audience of interest, or (b) purchase of existing data or information about a defined audience, designed to systematically investigate, acquire, analyse and report on data and insights with respect to any of Amgen's original markets and/or products (any such activity "Market Research"), Supplier shall (i) comply with ESOMAR, the EphMRA Code of Conduct, any other applicable local country code of conduct and, as provided to Supplier, with Amgen's SOP for market and customer research and (ii) the Safety Requirement for Market Research Programs as provided by Amgen (available at https://www.amgensuppliers.amgen.com/market-research-safety-reporting-training/market-research-master-data/) and incorporated to this Agreement by reference.	Kolikor delovanje dobavitelja na podlagi te pogodbe vključuje kakršno koli dejavnost (a) izvirnega zbiranja podatkov ali informacij neposredno od določene ciljne skupine ali (b) nakup obstoječih podatkov ali informacij o določeni ciljni skupini, ki je namenjen sistematičnemu raziskovanju, pridobivanju, analiziranju in poročanju o podatkih in vpogledih v zvezi s katerim koli prvotnim trgom in/ali izdelki družbe Amgen (vsaka taka dejavnost je »raziskava trga«), mora dobavitelj (i) noudattaa ESOMAR'ia, EphMRA-menettelysäännöstöä, kaikkia muita soveltuvia paikallisen maan menettelysääntöjä ja, toimittajan toimituksen mukaisesti, Amgenin normaalimenettelyjä markkina-ja asiakastutkimuksen osalta ja (ii) markkinatutkimusohjelmien turvallisuusvaatimusta Amgenin toimittamana (saatavana osoitteessa https://www.amgensuppliers.amgen.com/market-research-safety-reporting-training/market-research-master-data/) ja sisällytettynä tähän sopimukseen viittauksella.
12. INFORMATION SECURITY	12. INFORMACIJSKA VARNOST
12.1 Supplier must comply with Amgen information security policies, procedures, and standards as well as Amgen's Information Security Schedule, if applicable.	12.1 Dobavitelj mora ravnati v skladu s pravilniki, postopki in standardi informacijske varnosti v družbi Amgen ter v skladu z načrtom za informacijsko varnost v družbi Amgen, če je to ustrezno.
13. ANTI-CORRUPTION REPRESENTATION AND WARRANTY	13. ZAGOTOVILO IN JAMSTVO ZA PROTIKORUPCIJSKO DELOVANJE
Supplier represents, warrants and covenants, as of the effective date of this Agreement to and through the expiration or termination of this Agreement, (1) that Supplier, and, to the best of its knowledge, Supplier's owners, directors, officers, employees, or any agent, representative, subcontractor or other third party acting for or on Supplier's behalf (collectively, "Representatives"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Agreement, or that would otherwise violate any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption ("Anti-Corruption Laws"), (2) that Supplier's books, accounts, records and invoices related to this Agreement or related to any work conducted for or on behalf of Amgen are and will be complete and accurate and (3) that Amgen may terminate this agreement (a) if Supplier or Supplier's Representatives fails to comply with the Anti-Corruption Laws or with this provision, or (b) if Amgen has a good faith belief that Supplier or Supplier's Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Amgen requires that Supplier complete a compliance certification, Amgen may also terminate this agreement if Supplier (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification	Od datuma začetka veljavnosti te pogodbe in do izteka ali odpovedi te pogodbe dobavitelj izjavlja, jamči in se zavezuje, da (1) dobavitelj in po njegovi vednosti tudi njegovi lastniki, direktorji, uradniki, zaposleni ali vsi zastopniki, predstavniki, podizvajalci ali druge tretje osebe, ki delujejo za dobavitelja ali v njegovem imenu (s skupnim imenom »predstavniki«), ne bodo posredno ali neposredno ponujali, plačali, obljubljali plačilo ali pooblastili takšno ponudbo, obljubo ali plačilo v kakršni koli vrednosti kateremu koli posamezniku ali subjektu za namene pridobivanja ali zadržanja posla ali kakršno koli neustrezno prednost v povezavi s to pogodbo in da s tem ne bodo kako drugače kršili veljavne zakonodaje, pravil in predpisov, ki zadevajo ali so povezani s podkupnino javnih uslužbencev ali zaposlenih in predstavnikov oz. tako korupcijo (»protikorupcijska zakonodaja«); (2) so poslovne knjige, finančna poročila, evidence in računi, ki so povezani s to pogodbo ali kakršnim koli drugim delom, ki je bilo izvedeno za družbo Amgen ali v njenem imenu, popolni in točni in (3) lahko družba Amgen odpove to pogodbo, če (a) dobavitelj ali dobaviteljevi predstavniki ne ravnajo v skladu s protikorupcijsko zakonodajo ali s to določbo ali (b) družba Amgen v dobri veri verjame, da je dobavitelj oz. so njegovi predstavniki kršili, nameravajo kršiti ali so povzročili kršitev protikorupcijske zakonodaje. Če družba Amgen zahteva, da dobavitelj pridobi certifikat skladnosti, lahko družba Amgen prav tako odpove to pogodbo, če dobavitelj (1) ne pridobi certifikata skladnosti, (2) ga ne pridobi pravično in s točnimi podatki ali (3) ne deluje v skladu s pogoji tega certifikata.
14. DATA PROTECTION	14. VARSTVO PODATKOV

Standard terms and conditions of purchase – AMGEN ZDRAVILA, trženje z [Slovenia]
Standardni pogoji nabave – AMGEN ZDRAVILA, trženje z [Slovenija]

<p>If Supplier processes Personal Information on behalf of Amgen, Supplier shall comply with Amgen's Privacy and Data Protection Schedule. Supplier shall not provide the Amgen Group with any Personal Information, unless otherwise agreed in advance in writing by Amgen.</p>	<p>Če dobavitelj obdeluje osebne podatke v imenu družbe Amgen, mora upoštevati načrt za zasebnost in varstvo podatkov v družbi Amgen. Dobavitelj Skupini Amgen ne posreduje nobenih osebnih podatkov, razen če ni z družbo Amgen vnaprej in v pisni obliki drugače dogovorjeno.</p>
<p>15. MISCELLANEOUS</p>	<p>15. RAZNO</p>
<p>15.1 <u>Enforcement of Rights</u>. At no time will Supplier act in a manner to prejudice the rights of the Amgen Group, including by failing to notify Amgen promptly in writing if Supplier becomes aware of any infringement, or suspected infringement, of the rights to the intellectual property or any breach of confidentiality. Supplier will during or after the term of this Agreement and upon Amgen's request, assist Amgen and any other member of the Amgen Group (at Amgen's expense) in obtaining, enforcing and/or maintaining the Amgen Group's rights in the Work Product.</p>	<p>15.1 <u>Uveljavitev pravic</u>. Dobavitelj s svojim ravnanjem ne sme nikoli posegati v pravice Skupine Amgen in mora družbo Amgen nemudoma pisno obvestiti o kakršni koli kršitvi ali domnevni kršitvi pravic intelektualne lastnine oziroma kršitvi zaupnosti, če to odkrije. Dobavitelj med trajanjem te pogodbe ali po izteku njene veljavnosti ter na zahtevo družbe Amgen pomaga družbi Amgen in drugim članom Skupine Amgen (na stroške družbe Amgen) pri pridobivanju, uveljavljanju in/ali vzdrževanju pravic Skupine Amgen glede rezultatov dela.</p>
<p>15.2 <u>Notices</u>. Any notice in connection with this Agreement must be in writing and in English, and shall be validly given with respect to each Party if sent by an internationally recognized courier service to the address set out in the relevant Order. Any notice shall be deemed to have been received on date of receipt as recorded in courier's records and shall be effective upon receipt</p>	<p>15.2 <u>Obvestila</u>. Kakršno koli obvestilo v zvezi s to pogodbo mora biti v pisni obliki in v angleškem jeziku ter je veljavno oddano pogodbeni stranki, če je poslano prek mednarodno priznane kurirske službe na naslov, določen v ustreznem naročilu. Šteje se, da je obvestilo prejeto na datum prejema, kot je zapisano v evidenci kurirske službe, in prične veljati ob prejemu.</p>
<p>15.3 <u>Assignment</u>. This Agreement or any interest in this Agreement shall not be assignable by Supplier without the prior written consent of Amgen. This Agreement shall be binding upon the successors and permitted assignees.</p>	<p>15.3 <u>Prenos pravic</u>. Dobavitelj te pogodbe ali kakršne koli pravice ali obveznosti po tej pogodbi ne sme prenesti brez predhodnega pisnega soglasja družbe Amgen. Ta pogodba je zavezujoča za naslednike in dovoljene prejemnike odstopljenih pravic.</p>
<p>15.4 <u>Records and Audit</u>. Supplier shall maintain all records required in accordance with the applicable legislation and shall take reasonable and customary precautions to prevent damage, loss or alteration to such records. Such books and records shall be made available to Amgen and Amgen's Representatives for copy, review, audit and other business purposes at such reasonable times and places during this period.</p>	<p>15.4 <u>Evidence in revizija</u>. Dobavitelj hrani vse evidence, zahtevane v skladu z veljavno zakonodajo, ter sprejme smiselne in običajne varnostne ukrepe, da prepreči škodo, izgubo ali spremembo teh evidenc. Takšne knjige in evidence bodo družbi Amgen in njenim predstavnikom na voljo za namene kopiranja, pregleda, revizije in drugih poslovnih namenov, in sicer ob razumnem času in na razumnem mestu v tem obdobju.</p>
<p>15.5 <u>Rights of Third Parties</u>. Save as provided herein any party who is not a party to this Agreement may not benefit from or enforce any section of this Agreement, unless such rights are mandatory under the applicable legislation.</p>	<p>15.5 <u>Pravice tretjih oseb</u>. Razen kot je določeno v tej pogodbi, noben subjekt, ki ni pogodbeni stranka v tej pogodbi, ne sme imeti koristi ali uveljaviti določil v katerem koli poglavju te pogodbe, razen v primeru, da so te pravice obvezne v skladu z veljavno zakonodajo.</p>
<p>15.6 <u>Waiver</u>. A waiver or acceptance of any breach of any term, provision, condition, or right or consent granted under this Agreement shall be effective only if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given. No failure or delay on the part of either Party in exercising or enforcing any right, power or remedy provided by law or under this Agreement shall in any way impair such right, power or remedy, or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.</p>	<p>15.6 <u>Odstop od pravic</u>. Odstop od pravic ali odobritev kakršne koli kršitve izrazov, določb, pogojev ali pravic oz. soglasja, podeljenega na podlagi te pogodbe, velja le v primeru, da se poda v pisni obliki in jo pogodbeni stranka, ki se odpove pravicam, podpiše, in le za namen, za katerega se poda. Nobena opustitev ali zamuda katere koli pogodbene stranke pri uveljavitvi katere koli pravice, pristojnosti ali pravnega sredstva, ki je določen z zakonom ali na podlagi te pogodbe, nikakor ne vpliva na te pravice, pristojnosti in pravna sredstva in nikakor ne deluje kot opustitev teh pravic, prisotnosti ali pravnih sredstev. Posamično ali delno uveljavljanje pravic, pristojnosti in pravnih sredstev, ki so določeni z zakonom ali na podlagi te pogodbe, ne izključuje nobenih drugih ali nadaljnjih primerov uveljavljanja teh ali drugih pravic, pristojnosti in pravnih sredstev.</p>
<p>15.7 <u>Severability</u>. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. In such case, each Party shall use its best efforts to negotiate immediately, in good faith, a legally valid replacement provision. If such agreement is not reached within thirty (30) days from the date on which the provision was held to be illegal, invalid or unenforceable, then Amgen will have the right to terminate this Agreement upon written notice to Supplier.</p>	<p>15.7 <u>Ločljivost</u>. Če je katera koli določba v tej pogodbi na podlagi katere koli veljavne zakonodaje v celoti ali delno nezakonita, neveljavna ali neizvršljiva, se šteje, da ta določba ni del te pogodbe in da nima vpliva na zakonitost, veljavnosti in izvršljivost preostalih delov te pogodbe. V tem primeru vsaka pogodbeni stranka po svojih najboljših močeh in v dobri veri sodeluje pri čimprejšnjem oblikovanju zakonsko veljavne nadomestne določbe. Če takega dogovora ni mogoče doseči v tridesetih (30) dneh od datuma, na katerega se ugotovi, da je določba nezakonita, neveljavna ali neizvršljiva, ima družba Amgen pravico, da to pogodbo odpove s pisnim obvestilom dobavitelju.</p>
<p>15.8 <u>Public Announcements</u>. Supplier will not make any press release, statement or public announcement including by means of advertising or sales promotional materials or any other way that mentions or refers to Amgen, any Amgen Group member or the names of any employees of the Amgen Group without Amgen's prior written consent and will not publish the results of any Deliverables or Services or otherwise disclose the supply of Goods hereunder without the prior written approval of Amgen.</p>	<p>15.8 <u>Javne objave</u>. Dobavitelj ne daje sporočil za javnost, izjav ali javnih objav, vključno z oglaševanjem, prodajno-promocijskim gradivom ali na drug način, ki omenja ali se nanaša na družbo Amgen, katerega koli člana Skupine Amgen ali imena zaposlenih v Skupini Amgen, brez predhodnega pisnega soglasja družbe Amgen in ne sme objaviti rezultatov glede dobavljivih predmetov ali storitev oz. na drug način razkriti dobave blaga na podlagi te pogodbe brez predhodne pisne odobritve družbe Amgen.</p>

<p>15.9 Force Majeure. A Party shall not be liable for any delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("Force Majeure Event"); provided that a Party may not claim relief for a Force Majeure Event under this Article unless each of the following conditions has been satisfied: (i) the Party claiming delay by Force Majeure Event (the "Delayed Party") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other Party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Article.</p>	<p>15.9 Višja sila. Pogodbeni stranka ne odgovarja za nikakršno zamudo pri izvajanju svojih obveznosti na podlagi te pogodbe v primeru in v obsegu, da je do te zamude neposredno ali posredno prišlo zaradi naravne nesreče, vojne, neredov, terorizma, embarga, dejanj javnih sovražnikov, dejanj vojaške oblasti, potresa, požara ali poplav (»dogodki višje sile«), pri čemer pogodbeni stranka na podlagi te določbe ne sme zahtevati oprostitev zaradi dogodka višje sile, razen če niso izpolnjeni vsi naslednji pogoji: (i) pogodbeni stranka, ki uveljavlja zamudo zaradi dogodka višje sile (»pogodbeni stranka z zamudo«), ni kriva za nastanek take zamude; (ii) takšne zamude pogodbeni stranka z zamudo ni mogla preprečiti z razumnimi previdnostnimi ukrepi, kar med drugim pomeni uporabo nadomestnih virov ali nadomestnih načrtov; (iii) pogodbeni stranka z zamudo s komercialno razumnimi prizadevanji poskuša znova izpolnjevati take obveznosti, ko je to mogoče in v kakršnem koli obsegu, ki je mogoče po dogodku višje sile; ter (iv) pogodbeni stranka z zamudo na najhitrejši mogoči način (kar se določi v pisni obliki) nemudoma obvesti drugo pogodbeno stranko in v smiselnih podrobnostih opiše okoliščine zamude. Vse obveznosti obeh pogodbenih strank bodo ponovno v celoti veljavne od trenutka, ki nastopi prej: (i) dogodek višje sile je odpravljen ali (ii) nezmožnost pogodbeni stranke z zamudo za izpolnjevanje pogojev in/ali njenih zavez na podlagi te določbe je odpravljena.</p>
<p>15.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Slovenia. For any disputes that cannot be resolved between the Parties, the Parties agree that the jurisdiction for any resolution of disputes shall be the exclusive jurisdiction of the courts of Slovene courts.</p>	<p>15.10 Veljavna zakonodaja in sodna pristojnost. To pogodbo ureja zakonodaja Slovenije. Za vse spore, ki jih pogodbeni stranki sami ne moreta rešiti, soglašata, da so za reševanje teh sporov izključno pristojna sodišča v Sloveniji.</p>
<p>15.11 Prevailing Language. In the event of a conflict between the English version and the Slovene version, the English version shall prevail.</p>	<p>15.11 Prevladujoči jezik. V primeru nasprotovanja med angleško in slovensko različico prevlada angleška različica.</p>
<p>Schedule 1 - IS Security Requirements Schedule</p>	<p>Načrt 1 – Načrt zahtev za informacijsko varnost</p>
<p>This Information Security Requirements Schedule ("Information Security Schedule") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached . Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Provider shall handle, treat, store, access (or limit access), and otherwise protect Company's Confidential Information (or similarly defined term in the Agreement) in accordance with the terms of this Information Security Schedule.</p>	<p>Ta Načrt zahtev na področju informacijske varnosti (»Načrt za informacijsko varnost«) dopolnjuje (in ni namenjen omejitvi pogojev Pogodbe in se ne sme razlagati kot omejitev njenih pogojev) pogoje in omejitve Pogodbe, ki ji je priložen, in je s pogoji in omejitvami te Pogodbe tudi urejen. Vsi opredeljeni izrazi, ki v Načrtu niso drugače opredeljeni, imajo pomen, ki je opredeljen v Pogodbi. Poleg zahtev, ki so določene v Pogodbi, Ponudnik obdeluje in shranjuje zaupne informacije (ali podobno opredeljen izraz v Pogodbi) Podjetja ter z njimi ravna ali do njih dostopa (ali omejuje dostop) in jih drugače štiti v skladu s pogoji tega Načrta za informacijsko varnost.</p>
<p>1. Information Security Program Requirements Standards. Provider shall implement, and warrants that it will implement throughout the Term of the Agreement, a documented information security program that is based on one or more of the following industry standard information security frameworks (each an "Information Security Industry Standard"): </p>	<p>1. Standardi zahtev programa s področja informacijske varnosti. Ponudnik uporablja dokumentiran program s področja informacijske varnosti in jamči, da ga bo uporabljal ves čas trajanja Pogodbe, ki temelji na enem ali več naslednjih industrijskih standardnih okvirih za informacijsko varnost (vsak imenovan »industrijski standard za informacijsko varnost«):</p>
<p>(a) International Organization for Standardization ("ISO") / International Electrotechnical Commission ("IEC") ISO/IEC 27002 - <i>Information technology – Security techniques – Code of practice for information security controls</i>; or</p>	<p>(a) Mednarodna organizacija za standardizacijo (»ISO«)/Mednarodna komisija za elektrotehniko (»IEC«) ISO/IEC 27002 – Informacijska tehnologija – Varnostne tehnike – Pravila obnašanja pri kontrolah informacijske varnosti; ali</p>
<p>(b) American Institute of Certified Public Accountants ("AICPA") Trust Services Principles, Criteria and Illustrations; or</p>	<p>(b) Ameriški inštitut javnih pooblaščenih računovodij (»AICPA«) – Načela, merila in prikazi storitev zaupanja; ali</p>
<p>(c) Information Security Forum ("ISF") Standards of Good Practice ("SoGP") for Information Security; or</p>	<p>(c) Informacijski varnostni forum (»ISF«) – Standardi dobre prakse (»SoGP«) na področju informacijske varnosti; ali</p>
<p>(d) National Institute of Standards and Technology ("NIST") Special Publication 800-53 - <i>Security and Privacy Controls for Federal Information Systems and Organizations</i>; or</p>	<p>(d) Narodni urad za standarde in tehnologijo (»NIST«) – posebna objava 800-53 – Nadzor varnosti in zasebnosti na področju zveznih informacijskih sistemov in organizacij; ali</p>
<p>(e) Information Systems Audit and Control Association ("ISACA") <i>Control Objectives for Information and related Technology (COBIT)</i>.</p>	<p>(e) Združenje za revizijo in kontrolo informacijskih sistemov (»ISACA«) – Cilji kontrole v informacijski tehnologiji in sorodnih tehnologijah (COBIT).</p>

<p>2. ACCESS TO ELECTRONIC INFORMATION SYSTEMS OR COMPANY'S CONFIDENTIAL INFORMATION. In the event Provider or its Representatives (or such similar term in the Agreement), including any Subcontractors, have access to Company's Electronic Information Systems ("EIS") or access to Company's Confidential Information that is collected, transferred, or stored by Company, Provider shall at all times implement Security (as such term is defined herein. For purposes of this Information Security Schedule, the term "Security" means Provider's technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to protect the confidentiality, integrity or availability of information and data) satisfactory to Company to protect EIS and Company's Confidential Information.</p>	<p>2. DOSTOP DO ELEKTRONSKIH INFORMACIJSKIH SISTEMOV ALI ZAUPNIH INFORMACIJ PODJETJA. V primeru, da Ponudnik ali njegovi Predstavniki (ali podobno opredeljen izraz v Pogodbi), vključno z vsemi Podizvajalci, dostopajo do elektronskih informacijskih sistemov (»EIS«) Podjetja ali dostopajo do zaupnih informacij Podjetja, ki jih Podjetje zbira, prenaša ali shranjuje, mora Ponudnik ves čas izvajati varnostni nadzor (kot je ta izraz opredeljen v Načrtu). Za namene tega Načrta za informacijsko varnost izraz »Varnost« pomeni tehnološke, fizične, administrativne in postopkovne varnostne mehanizme Ponudnika, kar med drugim vključuje politike, postopke, standarde, kontrole, strojno opremo, programsko opremo, vdelano programsko opremo in ukrepe fizične varnosti, katerih funkcija ali namen je v celoti ali delno zaščititi zaupnost, celovitost ali razpoložljivost informacij in podatkov, ki je Podjetju zadovoljivo, da se zaščiti EIS in Zaupne informacije Podjetja.</p>
<p>3. SECURITY. Provider agrees that, commencing upon the date Provider is retained by Company to perform its obligations under the Agreement, and continuing as long as Provider controls, possesses, stores, transmits or processes Company's Confidential Information, Provider shall employ, maintain and enforce reasonable and appropriate Security designed to protect all Company Confidential Information from unauthorized use, alteration, access or disclosure, and unlawful destruction, and to protect the confidentiality, integrity and availability of such Company Confidential Information. Such Security shall include, but not be limited to, the following:</p>	<p>3. VARNOST. Ponudnik se strinja, da bo od datuma začetka, v skladu s katerim Podjetje zadrži Ponudnika za izpolnjevanje njegovih obveznosti v skladu s Pogodbo, in da bo tako dolgo, dokler bo kot Ponudnik nadzoroval, shranjeval, prenašal ali obdeloval Zaupne informacije Podjetja in z njimi razpolagal, kot Ponudnik uporabljal, vzdrževal in uveljavljal razumen in ustrezen Varnostni nadzor, namenjen zaščiti vseh Zaupnih informacij Podjetja pred nepooblaščenno uporabo in spreminjanjem ter pred dostopom do takšnih informacij ali njihovim razkritjem in nezakonitim uničenjem ter da bo ščitil zaupnost, celovitost in razpoložljivost teh Zaupnih informacij Podjetja. Takšen Varnostni nadzor med drugim vključuje naslednje:</p>
<p>(i) To the extent Provider does not already employ one, Provider shall develop and maintain a reasonable and appropriate written data security policy that requires implementation of technological, physical, administrative and procedural controls to protect the confidentiality, integrity and availability of Company's Confidential Information that encompasses access, retention, transport and destruction, and that provides for disciplinary action in the event of its violation;</p>	<p>(i) če Ponudnik tega še ne uporablja, bo razvil in vzdrževal razumno in ustrezno politiko varovanja podatkov v pisni obliki, ki zahteva izvajanje tehnološkega, fizičnega, administrativnega in postopkovnega nadzora za zaščito zaupnosti, celovitosti in razpoložljivosti Zaupnih informacij Podjetja, ki vključuje dostop, hrambo, prenos in uničenje ter predvideva disciplinske ukrepe v primeru kršitve;</p>
<p>(ii) Provider shall implement reasonable restrictions regarding physical and electronic access to Company's Confidential Information, including but not limited to physical access controls, secure user authentication protocols, secure access control methods (including privileged access), network security and intrusion prevention protection, malware protection, controls for patch management and updates, and use of industry standard encryption where appropriate or required by Applicable Laws (or such similar term in the Agreement);</p>	<p>(ii) Ponudnik bo uvedel razumne omejitve glede fizičnega in elektronskega dostopa do Zaupnih informacij Podjetja, kar med drugim vključuje nadzor fizičnega dostopa, varnostne protokole za preverjanje pristnosti uporabnikov, varnostne metode nadzora dostopa (vključno s privilegiranim dostopom), omrežno varnost in zaščito za preprečevanje vdora, zaščito pred škodljivo programsko opremo, nadzor za upravljanje programskih popravkov in posodobitev ter šifriranje z uporabo industrijskega standarda, kjer je to primerno ali to zahteva veljavna zakonodaja (ali podoben izraz v Pogodbi);</p>
<p>(iii) Provider shall prevent terminated employees from accessing Company's Confidential Information by immediately terminating their physical and electronic access to such information;</p>	<p>(iii) Ponudnik bo zaposlenim z zaključenim delovnim razmerjem prepovedal dostop do zaupnih informacij Podjetja s takojšnjo ukinitvijo njihovega fizičnega in elektronskega dostopa do teh informacij;</p>
<p>(iv) Provider shall employ assessment, logging, monitoring and auditing procedures to ensure internal compliance with these safeguards;</p>	<p>(iv) Ponudnik bo uporabljal postopke ocenjevanja, beleženja, spremljanja in revizije, da zagotovi notranjo skladnost s temi varnostnimi mehanizmi;</p>
<p>(v) Provider shall conduct an assessment of these safeguards at least annually.</p>	<p>(iv) Ponudnik bo uporabljal postopke ocenjevanja, beleženja, spremljanja in revizije, da zagotovi notranjo skladnost s temi varnostnimi mehanizmi;</p>
<p>(vi) Controls for, at Company's direction, (a) preserving any Company's Confidential Information and data and any information transmitted through EIS in accordance with Company's instructions and requests, including without limitation any retention schedules and/or litigation hold orders provided by Company to Provider, independent of where the information is stored; (b) destroying Company's Confidential Information (such that the information is rendered unusable and unreadable) or, at Company's sole discretion, returning Company's Confidential Information to Company in a format requested by Company and at Provider's expense, when it is no longer needed for Provider to perform its obligations under the Agreement. Within thirty (30) days following termination of the Agreement (or any Order), Provider shall provide Company with written certification that all such information has been returned or deleted or both, as applicable;</p>	<p>(vi) V skladu z navodili Podjetja je nadzor za (a) ohranjanje kakršnih koli zaupnih informacij in podatkov Podjetja ter vseh informacij, ki so posredovane prek EIS v skladu z navodili in zahtevami Podjetja, kar med drugim vključuje vse načrte hrambe in/ali naloge za čakanje zaradi spora, ki jih Podjetje zagotovi Ponudniku, neodvisno od tega, kje so informacije shranjene; (b) uničenje zaupnih informacij Podjetja (tako da informacije postanejo neuporabne in neberljive) ali pa se po lastni presoji Podjetja zaupne informacije vrne Podjetju v obliki, ki jo Podjetje zahteva, in na stroške Ponudnika, ko Ponudniku ni več treba izpolnjevati svojih obveznosti iz Pogodbe. V tridesetih (30) dneh po prenehanju Pogodbe (ali katerega koli naročila) bo Ponudnik Podjetju predložil pisno potrdilo, da so bile vse take informacije vrnjene ali izbrisane ali oboje, kot je ustrezno;</p>
<p>(vii) Methods for limiting access to Company's Confidential Information and to EIS only to Provider's Representatives, including Subcontractors, who have a need for such access in order to perform services or supply goods under the Agreement, which shall include without limitation (a) permitted access methods; (b) an authorization process for users' access and privileges; and (c) maintenance of a list of authorized users.</p>	<p>(vii) metode za omejevanje dostopa do zaupnih informacij in EIS Podjetja, ki se nanašajo samo na predstavnike Ponudnika, vključno s podizvajalci, ki potrebujejo tak dostop za opravljanje storitev ali za dobavo blaga v skladu s Pogodbo, kar brez omejitev vključuje (a) dovoljene metode dostopa; (b) postopek izdaje dovoljenja za dostop in privilegirane pravice uporabnikov; in (c) vodenje seznama pooblaščenih uporabnikov.</p>

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<p>Without limiting any rights and remedies hereunder, Company shall have the right to audit and monitor Provider's compliance with the requirements of this Information Security Schedule. Upon reasonable notice to Provider, once per year during the Term of the Agreement (and except as otherwise stated in this Information Security Schedule), Company (or any vendor selected by Company) may undertake an assessment and audit of Provider's Security and Provider's compliance with all Applicable Laws as relevant to Provider's actions related to Company Confidential Information in connection with this Agreement. Company shall have the right to revoke or limit Provider's access to Company's Confidential Information or to EIS at any time for any reason. In addition to its other obligations hereunder, upon Company's request, Provider shall immediately return to Company any hardware and software provided to Provider by or on behalf of Company.</p>	<p>Brez omejevanja kakršnih koli pravic in pravnih sredstev po tem Načrtu ima Podjetje pravico do revizije in spremljanja skladnosti Ponudnika z zahtevami tega Načrta za informacijsko varnost. Po obvestitvi Ponudnika v razumnem roku lahko Podjetje (ali kateri koli ponudnik, ki ga izbere Podjetje) enkrat letno med trajanjem te Pogodbe (in razen če ni v tem Načrtu za informacijsko varnost določeno drugače) opravi oceno in revizijo varnosti Ponudnika in skladnosti Ponudnika z veljavno zakonodajo, ki se nanaša na Ponudnikove dejavnosti v zvezi z zaupnimi informacijami Podjetja v skladu s to Pogodbo. Podjetje ima kadar koli in iz katerega koli razloga pravico do preklica ali omejitve dostopa Ponudnika do zaupnih informacij Podjetja ali do EIS. Poleg drugih obveznosti iz tega Načrta mora Ponudnik na zahtevo Podjetja nemudoma vrniti Podjetju vso strojno in programsko opremo, ki jo Ponudniku zagotavlja Podjetje ali je zagotovljena v imenu Podjetja.</p>
<p>4. INFORMATION SECURITY INCIDENT MANAGEMENT. Provider shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Provider shall ensure Incident response planning and notification procedures exist (and Provider implements) to monitor, react to, notify and investigate any Incident. For purposes of this Schedule, the term "Incident" shall mean any actual or reasonably suspected: (1) unauthorized use, alteration, disclosure or theft of or access to Company's Confidential Information by Provider or one or more of its Representatives; (2) accidental or unlawful destruction of Company's Confidential Information by Provider or one or more of its Representatives; or (3) loss of Company's Confidential Information by Provider or one or more of its Representatives, including without limitation, any of the foregoing described in (1) – (3) caused by or resulting from a failure, lack or inadequacy of security measures of Provider or one or more of its Representatives. Without limiting Company's rights or remedies hereunder, Company shall have the right to terminate the Agreement, in whole or in part, in the event of any Incident.</p>	<p>4. OBVLADOVANJE INCIDENTOV V ZVEZI Z INFORMACIJSKO VARNOSTJO. Ponudnik mora vzpostaviti in izvajati postopke dostopa in revizije dejavnosti ter beleženja, kar med drugim vključuje poskuse dostopa in privilegiran dostop. Ponudnik mora zagotoviti, da obstajajo načrta za odzivanje na incidente in postopki obveščanja (ki jih izvaja Ponudnik) za spremljanje morebitnih incidentov, odzivanje nanje, obveščanje o njih ter njihovo preiskovanje. Za namene tega Načrta izraz »incident« pomeni vsak dejanski ali utemeljeni sum: (1) nepooblaščen uporabe, spreminjanja, razkritja ali kraje zaupnih informacij Podjetja ali dostopa do zaupnih informacij Podjetja s strani Ponudnika ali enega ali več njegovih predstavnikov; (2) naključnega ali nezakonitega uničenja zaupnih informacij Podjetja s strani Ponudnika ali enega ali več njegovih predstavnikov; ali (3) izgube zaupnih informacij Podjetja s strani Ponudnika ali enega ali več njegovih predstavnikov, kar med drugim vključuje vse zgoraj navedeno (1)–(3), kar povzroči okvara ali je posledica okvare, pomanjkljivosti ali neustreznosti varnostnih ukrepov Ponudnika ali enega ali več njegovih predstavnikov. Brez omejevanja pravic ali pravnih sredstev Podjetja v skladu s tem Načrtom ima Podjetje v primeru kakršnega koli incidenta pravico do celotne ali delne odpovedi Pogodbe.</p>
<p>Without limiting Provider's obligations regarding Company's Confidential Information, with respect to each Incident, Provider shall:</p>	<p>Brez omejevanja obveznosti Ponudnika v zvezi z zaupnimi informacijami Podjetja mora Ponudnik za vsak incident:</p>
<p>(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis on the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Provider shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule;</p>	<p>(i) nemudoma opraviti razumno preiskavo razlogov za nastanek takšnega Incidenta in njegovih okoliščin, kar med drugim vključuje izvedbo analize temeljnih vzrokov za incident, obvestilo Podjetju o analizi temeljnih vzrokov in popravnih ukrepih ter pripravo načrta za preprečitev nastanka enakega ali podobnega incidenta. Ponudnik bo v dobri veri proučil vse pripombe, ki jih Podjetje predloži v zvezi s preiskavo, popravnimi ukrepi ali načrtom;</p>
<p>(ii) take all necessary actions to prevent, contain, and mitigate the impact;</p>	<p>(ii) sprejeti vse potrebne ukrepe za preprečevanje, omejevanje in ublažitev vpliva;</p>
<p>(iii) without limiting any other notification obligations under the Agreement, provide notice to Company promptly by electronic mail at csoc@amgen.com ("Incident Notice"), but in no event later than twenty-four (24) hours, after Provider or its Representatives discovered or became aware of an Incident. The Incident Notice shall contain at a minimum the following information:</p>	<p>(iii) brez omejevanja kakršnih koli drugih obveznosti glede obveščanja v skladu s Pogodbo nemudoma obvestiti Podjetje po elektronski pošti na naslov csoc@amgen.com (»Obvestilo o incidentu«), vendar najpozneje v štiriindvajsetih (24) urah, potem ko Ponudnik ali njegovi predstavniki odkrijejo incident ali so z njim seznanjeni. Obvestilo o incidentu mora vsebovati vsaj naslednje informacije:</p>
<p>(a) Description of the Incident, including information related to what (if any) Company Confidential Information or applications, was the subject of or affected by the Incident;</p>	<p>(a) opis incidenta, vključno z informacijami o tem, katere (če sploh kakšne) zaupne informacije ali aplikacije Podjetja so bile predmet incidenta oziroma je ta nanje vplival;</p>
<p>(b) Actions taken by the Provider to remediate the Incident and any countermeasures implemented by Provider to prevent future Incidents;</p>	<p>(b) ukrepi Ponudnika, sprejeti za reševanje incidenta, in morebitni protiukrepi, ki jih izvaja Ponudnik za preprečevanje prihodnjih incidentov;</p>
<p>(c) The name and contact information of the Provider's staff member that can act as a liaison between Company and Provider; and</p>	<p>(c) ime in informacije za stik Ponudnikovega zaposlenega, ki ima lahko vlogo posrednika med Podjetjem in Ponudnikom; in</p>
<p>(d) Any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident.</p>	<p>(d) vse druge pomembne informacije (vključno s kazalniki ogroženosti), ki lahko Podjetju pomagajo, da se zaščiti pred incidentom,</p>
<p>(iv) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact;</p>	<p>(iv) zbrati in hraniti vse dokaze v zvezi z odkritjem, vzrokom, šibkimi točkami, izkoriščanjem, popravnimi ukrepi in vplivi;</p>
<p>(v) at Company's request, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals;</p>	<p>(v) na zahtevo Podjetja obvestiti državne organe in/ali prizadete posameznike na način in v obliki, ki ju Podjetje razumno določi;</p>
<p>(vi) provide Company with: (i) weekly written status reports concerning mitigation and remediation activities and (ii) any documents and information reasonably requested by Company;</p>	<p>(vi) Podjetju zagotavljati: (i) tedenska poročila v pisni obliki o stanju v zvezi z dejavnostmi blažitve in sanacije ter (ii) vse dokumente in informacije, ki jih Podjetje razumno zahteva;</p>

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<p>(vii) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Incidents and Provider's and Company's compliance with Applicable Laws and/or relevant industry standards; and reasonably cooperate with Company in the event that Company notifies third parties of the Incident.</p>	<p>(vii) na zahtevo Podjetja razumno sodelovati s Podjetjem in se z njim usklajevati glede njegovega preiskovanja, izvrševanja, spremljanja, priprave dokumentov, zahtev glede obveščanja in poročanja o incidentih ter glede skladnosti Ponudnika in Podjetja z veljavno zakonodajo in/ali ustreznimi industrijskimi standardi; in razumno sodelovati s Podjetjem v primeru, da Podjetje o incidentu obvesti tretje osebe.</p>
<p>5. ENCRYPTION. Provider shall encrypt all Company Confidential Information at rest or in transit between Provider and Company and between Provider and all third parties (including Provider's Representatives). 'Encryption' must utilize, (1) for data at rest, encryption consistent with National Institute of Standards and Technology ("NIST") Special Publication 800-111 and (2) for data in transit, encryption that complies with Federal Information Processing Standard 140-2 and such other encryption standards as the US Secretary of Health and Human Services formally publish, from time to time, as being adequate to render data unusable, unreadable, or indecipherable.</p>	<p>5. ŠIFIRANJE. Ponudnik mora šifrirati vse zaupne informacije Podjetja v mirovanju ali v prenosu med Ponudnikom in Podjetjem ter med Ponudnikom in vsemi tretjimi osebami (vključno s predstavniki Ponudnika). Glede »šifriranja« mora biti (1) za podatke v mirovanju šifriranje skladno z Narodnim uradom za standarde in tehnologijo (»NIST«), posebna objava 800-111 (2) za podatke v prenosu pa mora biti šifriranje skladno z zveznim standardom za obdelavo informacij 140-2 in drugimi standardi šifriranja, kot jih ameriški sekretar za zdravje in socialne zadeve občasno uradno objavi kot ustrezne, da podatke tako spremeni, da ti postanejo neuporabni in neberljivi ali jih ni mogoče dešifrirati.</p>
<p>Schedule 2 - Privacy and Data Protection Schedule</p>	<p>Načrt 2 – Načrt za zasebnost in varstvo podatkov</p>
<p>This Schedule shall only apply if Supplier processes personal data/information on behalf of Amgen.</p>	<p>Ta načrt velja le, če dobavitelj obdeluje osebne podatke/informacije v imenu družbe Amgen.</p>
<p>This Privacy and Data Protection Schedule ("Schedule") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.</p>	<p>Ta Načrt za zasebnost in varstvo podatkov (»Načrt«) dopolnjuje pogoje in določbe Pogodbe, h kateri je priložen (in ni namenjen omejevanju pogojev, določenih s Pogodbo, in se ne sme razlagati na način, ki bi vodil do takšnega omejevanja), zanj pa veljajo splošni pogoji te Pogodbe. Za vsak izraz, ki ni drugače opredeljen v tem Načrtu, velja pomen iz Pogodbe.</p>
<p>1. DEFINITIONS</p>	<p>1. OPREDELITVE</p>
<p>"Personal Information" means any information that relates to, describes or is capable of being associated with or linked to an individual, by direct or indirect means, including without limitation classes, categories and other types of information that may identify an individual as specified by Privacy Laws, that is provided to Provider by or on behalf of Company or its Affiliates or is obtained by Provider or its Representatives in connection with Provider's or its Representatives' performance obligations hereunder.</p>	<p>»Osebni podatki« so vsi podatki, ki se nanašajo na posameznika ali ga opisujejo, ali vsi podatki, ki jih je mogoče pripisati posamezniku ali jih povezati s posameznikom, tako na neposreden kot posreden način, kar brez omejitev vključuje skupine, kategorije in druge vrste podatkov, ki lahko razkrijejo identiteto posameznika, kot to opredeljuje zakonodaja o zasebnosti, in ki jih Izvajalcu zagotovi Družba ali katera koli od povezanih družb te Družbe ali tretja oseba v imenu Družbe ali njenih Povezanih družb oziroma ki jih Izvajalec ali kateri koli od njegovih Predstavnikov pridobi v povezavi z obveznostmi, ki jih ima Izvajalec ali kateri koli od njegovih Predstavnikov na podlagi tega Načrta.</p>
<p>"Privacy Incidents" means any actual or reasonably suspected: (1) unauthorized access to or theft of Personal Information; (2) unauthorized use of Personal Information by a person with authorized access to such Personal Information for purposes of actual or reasonably suspected theft, fraud or identity theft; (3) unauthorized disclosure or alteration of Personal Information; (4) accidental or unlawful destruction of Personal Information; or (5) loss of Personal Information, including without limitation, any of the foregoing described in (1) – (4) caused by or resulting from a failure, lack of or inadequacy of Security or the malfeasance of Provider or one or more of its Representatives.</p>	<p>»Dogodki, ki ogrožajo zasebnost«, so vsi naslednji dogodki, ki so se dejansko zgodili ali zanje obstaja utemeljeni sum: (1) nepooblaščen dostop do osebnih podatkov ali kraja, (2) nepooblaščen uporaba osebnih podatkov, ki jo izvede oseba s pooblaščenim dostopom do teh osebnih podatkov, z namenom kraje, goljufije ali kraje identitete, ki se je dejansko zgodila ali zanjo obstaja utemeljeni sum, (3) nepooblaščen razkritje ali sprememba osebnih podatkov, (4) nenamerno ali nezakonito uničenje osebnih podatkov ali (5) izguba osebnih podatkov, kar brez omejitev vključuje vse zgoraj navedeno od (1) do (4), do česar pride zaradi napake, pomanjkanja ali neustreznosti varnosti ali nezakonitega ravnanja Izvajalca oziroma enega ali več njegovih Predstavnikov.</p>
<p>"Privacy Laws" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the applicable jurisdiction, including without limitation the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR), together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time (hereinafter "EU Data Protection Laws") and all data breach notification and information security laws and regulations specific thereto.</p>	<p>»Zakonodaja o zasebnosti« pomeni, glede na določena obdobja veljave in v zvezi z obdelavo osebnih podatkov, veljavno zakonodajo o zasebnosti, ki je zavezujoča v ustrezni jurisdikciji, kar brez omejitev vključuje Splošno uredbo Evropske unije o varstvu podatkov (Uredba (EU) 2016/679 (GDPR), skupaj z vsemi nacionalnimi izvedbenimi zakoni v kateri koli državi članici Evropske unije ali, kolikor le je to mogoče, v kateri koli drugi državi, kakor je bilo občasno spremenjeno, razveljavljeno, konsolidirano ali nadomeščeno (v nadaljnjem besedilu: zakoni o varstvu osebnih podatkov EU), ter vsemi tam navedenimi zakoni o priglasitvi kršitve varnosti podatkov in zakoni o informacijski varnosti.</p>
<p>"Process" or "Processing" (or any variation thereof) means any operation or set of operations that is performed on Personal Information or sets of Personal Information, whether or not by automatic means, including, without limitation, viewing, accessing, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, retention, dissemination or otherwise making available, alignment or combination, blocking, and erasure or destruction.</p>	<p>»Obdelava« ali »obdelovanje« (in vse druge oblike) pomeni vsako dejanje ali niz dejanj, ki se izvaja v zvezi z osebnimi podatki ali nizi osebnih podatkov z avtomatiziranimi sredstvi ali brez njih, kar brez omejitev vključuje ogled, dostop, zbiranje, beleženje, urejanje, shranjevanje, prilagajanje ali spreminjanje, priklik, vpogled, uporabo, razkritje, hrambo, razširjanje ali drugačno omogočanje dostopa, prilagajanje ali kombiniranje, blokiranje, izbris ali uničenje.</p>
<p>"Security" means technological, physical and administrative controls, including but not limited to policies, procedures, organizational structures, hardware and software functions, as well as physical security measures, the purpose of which is, in whole or part, to ensure the confidentiality, integrity or availability of Personal Information.</p>	<p>»Zaščita« pomeni tehnološki, fizični in administrativni nadzor, kar brez omejitev vključuje pravilnike, postopke in organizacijske strukture, funkcije strojne in programske opreme, pa tudi fizične varnostne ukrepe, katerih namen je v celoti ali delno zagotoviti zaupnost, celovitost in dostopnost osebnih podatkov.</p>
<p>2. PROCESSING OF PERSONAL INFORMATION</p>	<p>2. OBDELAVA OSEBNIH PODATKOV</p>

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<p>2.1. Provider covenants and agrees to comply with the terms and conditions of this Schedule if Provider Processes Personal Information.</p>	<p>2.1. Izvajalec se zavezuje in se strinja, da bo pri obdelavi osebnih podatkov spoštoval splošne pogoje tega Načrta.</p>
<p>2.2. Without limiting Provider's obligations set forth elsewhere in this Schedule and in the Agreement (including without limitation obligations of confidentiality), Provider shall: (i) act in accordance with Company's written instructions in the Processing of Personal Information and comply with the requirements of all applicable Privacy Laws; (ii) only Process Personal Information for purposes of performing its obligations under the Agreement and as further set forth herein; and (iii) provide access to Personal Information to its Representatives only to the extent reasonably necessary for performing its obligations under the Agreement; provided, that prior to providing Provider's Representatives with such access, Provider (a) has clearly and completely conveyed the requirements of this Schedule to its Representatives and ensured such requirements are understood and followed and (b) has entered into binding agreements with Provider's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Provider under the Agreement and this Schedule. Without limiting the foregoing and notwithstanding anything to the contrary set forth in the Agreement with respect to Provider's use of Subcontractors, Provider shall not subcontract any of its Processing activities under the Agreement without the prior written consent of Company.</p>	<p>2.2. Brez omejevanja obveznosti Izvajalca, določenih drugje v tem Načrtu in v Pogodbi (kar brez omejitev vključuje obveznosti zaupnosti), mora Izvajalec: (i) pri obdelavi osebnih podatkov ravnati v skladu s pisnimi navodili Družbe in pri tem upoštevati vse zahteve veljavne zakonodaje o zasebnosti, (ii) osebne podatke obdelovati samo za namene izpolnjevanja svojih obveznosti po Pogodbi in za tiste namene, ki so nadalje določeni tukaj, in (iii) dostop do osebnih podatkov zagotoviti samo svojim Predstavnikom le v obsegu, ki je smiselno potreben za izvajanje njihovih obveznosti po Pogodbi; če velja, da je Izvajalec pred zagotovitvijo takega dostopa svojim Predstavnikom (a) jasno in v celoti posređoval zahteve tega Načrta in zagotovil, da te zahteve razumejo in izpolnjujejo, ter (b) z njimi sklenil zavezujoče pogodbe, ki vključujejo obveznosti glede zaupnosti in zasebnosti, ki so vsebinsko podobne tistim, ki veljajo za Izvajalca po Pogodbi in tem Načrtu, in niso manjše od obveznosti za Izvajalca. Brez omejevanja zgoraj navedenega in ne glede na morebitne nasprotno določbe, določene v Pogodbi v zvezi z Izvajalčevo vključitvijo Podizvajalcev, Izvajalec ne sme skleniti nobene pogodbe s Podizvajalcem za nobeno svojo dejavnost obdelave na podlagi Pogodbe brez predhodnega pisnega soglasja Družbe.</p>
<p>2.3. Without limiting Provider's obligations set forth elsewhere in this Schedule, to the extent Personal Information Processed by Provider originates from a member country of the European Economic Area (EEA), Switzerland, or another jurisdiction with data protection laws that rely on, are similar to, or are based on EU Data Protection Laws ("European Personal Information"), Provider (a) acknowledges that Company is the "controller" (as defined in EU Data Protection Laws) of such information and (b) shall ensure that such Processing is performed in compliance with the following:</p>	<p>2.3. Brez omejevanja obveznosti Izvajalca, določenih drugje v tem Načrtu, in če osebni podatki, ki jih obdeluje Izvajalec, izvirajo iz države članice Evropskega gospodarskega prostora (EGP), Švice ali spadajo pod kakšno drugo jurisdikcijo, na katero se veljavna zakonodaja o varstvu podatkov opira ali je podobna ali temelji na zakonodaji EU o varstvu podatkov (»evropski osebni podatki«), Izvajalec (a) potrjuje, da je Družba »upravljalavec« (kot je opredeljeno z zakonodajo o varstvu podatkov EU) takšnih podatkov, in (b) zagotavlja, da se takšna obdelava izvaja v skladu z naslednjimi določili:</p>
<p>· As a "processor" (as defined in EU Data Protection Laws), if and when Provider Processes such European Personal Information in jurisdictions outside of the EEA, such Processing will occur only in jurisdictions that have been deemed by the European Commission or by the relevant national data protection authorities to provide an adequate level of data protection ("Adequate Jurisdiction"), except as otherwise stated herein.</p>	<p>· Kot »obdelovalec« (kot je opredeljeno z zakonodajo o varstvu podatkov EU) in v primeru, da ali če Izvajalec obdeluje te evropske osebne podatke v jurisdikciji izven EGP, se lahko obdelava izvaja samo v jurisdikcijah, za katere je Evropska komisija ali ustrežni nacionalni organ za varstvo podatkov potrdil, da zagotavljajo ustrezno raven varstva podatkov (»ustrezna jurisdikcija«), razen če je tukaj drugače določeno.</p>
<p>· To the extent that such European Personal Information is Processed by or on behalf of Provider outside of an Adequate Jurisdiction, Provider shall cooperate with Company in Company's efforts to comply with all current and effective requirements of EU Data Protection Laws, all national laws similar thereto and any guidance and decisions of a relevant advisory body (such as the Article 29 Working Party and the European Data Protection Board), as it pertains to such Processing activities, including but not limited to the preparation and execution of any required International Data Transfer Agreement with EU-approved Standard Contractual Clauses. Prior to Processing European Personal Information in connection with the Agreement, Provider shall promptly provide Company with a list of all affiliates and/or subsidiaries outside of an Adequate Jurisdiction that will Process such European Personal Information.</p>	<p>· Če te evropske osebne podatke obdeluje Izvajalec ali se obdelujejo v Izvajalčevem imenu izven ustrezne jurisdikcije, mora Izvajalec z Družbo sodelovati pri prizadevanjih Družbe za izpolnjevanje vseh trenutnih in veljavnih določb zakonodaje EU o varstvu podatkov, podobne nacionalne zakonodaje ali katerih koli smernic in odločitev ustreznega posvetovalnega organa (kot sta delovna skupina in Evropski odbor za varstvo podatkov iz člena 29), kot to velja za dejavnosti obdelave, kar brez omejitev vključuje pripravo in izvedbo katere koli mednarodne Pogodbe o prenosu podatkov s standardnimi pogodbenimi klavzulami, ki jih je odobrila EU. Pred obdelavo evropskih osebnih podatkov v povezavi s Pogodbo mora Izvajalec Družbi nemudoma zagotoviti seznam vseh povezanih družb in/ali odvisnih družb, ki nimajo sedeža v ustrezni jurisdikciji in ki bodo obdelovale te evropske osebne podatke.</p>
<p>2.4. Without limiting Provider's obligations set forth elsewhere in this Schedule, and to the extent Provider and its Representatives Process Personal Information subject to the California Consumer Privacy Act of 2018 ("CCPA"), Provider certifies that it shall comply with the following obligations: (i) Provider shall not "sell" (as defined in the CCPA) such Personal Information; (ii) Provider shall not Process Personal Information for any purpose other than to perform the Services or as otherwise permitted by the CCPA; and (iii) Provider shall not Process Personal Information outside of the business relationship between Provider and Company (as defined in the CCPA).</p>	<p>2.4. Brez omejevanja obveznosti Izvajalca, določenih drugje v tem Načrtu, in če Izvajalec in njegovi Predstavniki obdelujejo osebne podatke, za katere velja kalifornijski Zakon o zasebnosti potrošnikov iz leta 2018 (CCPA – California Consumer Privacy Act), Izvajalec potrjuje, da bo upošteval naslednja določila: (i) Izvajalec takšnih osebnih podatkov ne bo prodajal (kot je opredeljeno v CCPA), (ii) Izvajalec ne bo obdeloval osebnih podatkov za noben drug namen kot za zagotavljanje storitev ali kako drugače, kot je dovoljeno na podlagi CCPA, in (iii) Izvajalec ne bo obdeloval osebnih podatkov zunaj poslovnega razmerja med Izvajalcem in Družbo (kot je opredeljeno v CCPA).</p>
<p>3. SAFEGUARDS AND CONTROLS</p>	<p>3. ZAŠČITNI UKREPI IN NADZOR</p>

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<p>3.1. Without limiting Provider's other obligations under the Agreement, Provider shall ensure that Security is implemented, maintained and enforced to protect Personal Information from Privacy Incidents throughout the period that Provider and/or its Representatives Process Personal Information. Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards. At least annually, Provider shall have an independent auditor complete an assessment of Provider's Security, which assessment shall be conducted in accordance with relevant industry standards (such as, by way of example, the Statement on Standards for Attestation Engagements No. 16 or the International Standard for Assurance Engagements No. 3402). Provider shall promptly, upon Company's written requests made from time to time, provide Company with the results of such assessment(s).</p>	<p>3.1. Brez omejevanja drugih obveznosti, ki jih ima po Pogodbi, mora Izvajalec zagotoviti, da se uporablja, vzdržuje in izvršuje zaščita z namenom varovanja osebnih podatkov pred dogodki, ki ogrožajo zasebnost, v celotnem obdobju, ko Izvajalec in/ali njegovi Predstavniki obdelujejo osebne podatke. Zaščita mora biti brez omejitev v skladu s celotno veljavno zakonodajo o zasebnosti in z ustreznimi tehničnimi standardi. Izvajalec mora vsaj enkrat letno pri neodvisnem revizorju opraviti ocenjevanje svoje zaščite, pri čemer mora biti to ocenjevanje izvedeno v skladu z ustreznimi tehničnimi standardi (npr. izjava o standardih izdajanja potrdil št. 16 (Statement on Standards for Attestation Engagements No. 16) ali mednarodni standard poslov dajanja zagotovil št. 3402 (International Standard for Assurance Engagements No. 3402)). Izvajalec mora Družbi na občasno pisno zahtevo Družbe nemudoma zagotoviti rezultate takšnih ocenjevanj.</p>
<p>4. COMPANY ASSESSMENT, AUDIT RIGHTS AND INFORMATION MAINTENANCE</p>	<p>4. OCENA DRUŽBE, PRAVICE DO REVIZIJE IN UPRAVLJANJE PODATKOV</p>
<p>4.1. Without limiting Company's audit rights under the Agreement, annually during the Term, Company or its designee may, upon reasonable notice, undertake an assessment and audit of Provider's compliance with this Schedule. Without limiting and in addition to the foregoing, Company or its designee may upon reasonable notice conduct an audit of Provider's Security in the event of: (i) any Privacy Incident; (ii) any adverse assessment or audit of Security; or (iii) Company discovers or suspects that Provider or any of its Representatives may not be complying with the terms of this Schedule, including without limitation any actual or suspected failure to implement, maintain, or enforce Security in compliance with applicable Privacy Laws or relevant industry standards. Provider shall, and shall cause its Representatives to, cooperate with Company in the conduct of any such audits.</p>	<p>4.1. Brez omejevanja pravic Družbe do revizije po Pogodbi lahko vsako leto v času veljavnosti Družba ali njen pooblaščenec na podlagi obvestila, vnaprej predloženega v smiselnem roku, izvede oceno in revizijo skladnosti Izvajalčevega upoštevanja tega Načrta. Brez omejitev za navedeno in poleg navedenega lahko Družba ali njen pooblaščenec na podlagi obvestila, vnaprej predloženega v smiselnem roku, izvede revizijo Izvajalčeve zaščite v naslednjih primerih: (i) če pride do kakršnega koli dogodka, ki ogroža zasebnost, (ii) če pride do kakršne koli neugodne ocene ali revizije glede zaščite ali (iii) če Družba odkrije ali sumi, da Izvajalec ali kateri koli od njegovih Predstavnikov ne izpolnjuje pogojev tega Načrta, kar brez omejitev vključuje to, da postopki zaščite v skladu z veljavno zakonodajo o zasebnosti ali ustreznimi tehničnimi standardi niso bili uvedeni, vzdrževani ali izvedeni, če se je to dejansko zgodilo ali za to obstaja utemeljeni sum. Izvajalec mora z Družbo sodelovati pri izvajanju takšnih revizij in poskrbeti, da se tega držijo tudi njegovi Predstavniki.</p>
<p>4.2. Provider shall collect and record information, and maintain logs, audit trails, records and reports concerning (i) its compliance with Privacy Laws and/or relevant industry standards, (ii) Privacy Incidents, (iii) its Processing of Personal Information and (iv) the accessing and use of Provider's computer systems.</p>	<p>4.2. Izvajalec mora zbirati in beležiti podatke ter voditi dnevnik, revizijske sledi, evidence in poročila, ki zadevajo (i) Izvajalčevo zagotavljanje skladnosti z zakonodajo o zasebnosti in/ali ustreznimi tehničnimi standardi, (ii) beleženje dogodkov, ki ogrožajo zasebnost, (iii) obdelavo osebnih podatkov, ki jo izvaja Izvajalec, ter (iv) dostop do računalniških sistemov Izvajalca in njihovo uporabo.</p>
<p>4.3. Without limiting Provider's obligations elsewhere in this Schedule, Provider shall cooperate with Company's requests for information reasonably necessary to: (i) demonstrate Provider's compliance with the requirements set forth in this Schedule, (ii) support Company's cooperation or consultations with, or responses to any inquiries, requests, or demands (including, but not limited to any subpoena or other discovery requests, or court order) of, any governmental authorities including without limitation a national data protection authority, (iii) support Company in conducting a privacy impact assessment of the Processing activities subject to this Agreement, and (iv) support Company in authentication (including, without limitation, establishing chain of custody) of any Personal Information provided by Company to Provider.</p>	<p>4.3. Brez omejevanja obveznosti Izvajalca, določenih drugje v tem Načrtu, mora Izvajalec sodelovati z Družbo, če Družba zahteva podatke, ki so smiselno potrebni za: (i) dokazovanje Izvajalčevega zagotavljanja skladnosti z zahtevami, navedenimi v tem Načrtu, (ii) nudenje podpore Družbi pri sodelovanju ali posvetovanju z vladnimi organi ali odzivanju na njihove poizvedbe, prošnje ali zahteve (kar brez omejitev vključuje odzivanje na sodne pozive ali druge zahteve v postopku razkritja dokumentov ali na sodne naloge), kar brez omejitev vključuje nacionalne organe za varstvo podatkov, (iii) nudenje podpore Družbi pri izvajanju ocenjevanja učinka na zasebnost, ki ga imajo dejavnosti obdelave po tej Pogodbi, in (iv) nudenje podpore Družbi pri preverjanju pristnosti (kar brez omejitev vključuje vzpostavitev verige nadzora nad dokumenti) osebnih podatkov, ki jih Družba zagotovi Izvajalcu.</p>
<p>5. PRIVACY INCIDENTS</p>	<p>5. DOGODKI, KI OGROŽAJO ZASEBNOST</p>
<p>5.1. Provider shall train all Provider's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Provider shall:</p>	<p>5.1. Izvajalec mora vse svoje Predstavnike, ki obdelujejo osebne podatke, usposobiti za prepoznavanje dogodkov, ki ogrožajo zasebnost, in odzivanje nanje. V primeru dogodka, ki ogroža zasebnost, mora Izvajalec:</p>
<ul style="list-style-type: none"> · immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Privacy Incident; 	<ul style="list-style-type: none"> · nemudoma izvesti smiselno preiskavo razlogov za dogodek, ki ogroža zasebnost, in okoliščine v povezavi s takim dogodkom,
<ul style="list-style-type: none"> · take all necessary actions to prevent, contain, and mitigate the impact of, such Privacy Incident; 	<ul style="list-style-type: none"> · ustrezno ukrepati, da prepreči, obvladuje in ublaži posledice takega dogodka, ki ogroža zasebnost,
<ul style="list-style-type: none"> · without limiting Provider's notification obligations under the Agreement, provide notice to Company promptly by electronic mail at privacyoffice@amgen.com, but in no event later than twenty-four (24) hours, after Provider or its Representatives discovered or became aware of a Privacy Incident ("Incident Notice"). This Incident Notice shall contain at a minimum the following information: 	<ul style="list-style-type: none"> · brez omejevanja drugih obveznosti, ki jih ima Izvajalec glede obveščanja po tej Pogodbi, Družbo nemudoma obvestiti prek e-pošte na naslov privacyoffice@amgen.com oziroma nikakor pozneje kot v štiriindvajsetih (24) urah po tem, ko je Izvajalec ali eden od njegovih Predstavnikov odkril ali izvedel za dogodek, ki ogroža zasebnost (»obvestilo o dogodku«). · Obvestilo o dogodku mora vsebovati najmanj naslednje podatke:
<ul style="list-style-type: none"> a) Description of the Privacy Incident, including information related to what (if any) Personal Information was the subject of or affected by the Privacy Incident; 	<ul style="list-style-type: none"> a) opis dogodka, ki ogroža zasebnost, vključno s podatki o tem, kateri osebni podatki (če obstajajo) so bili predmet dogodka, ki ogroža zasebnost, oziroma na katere osebne podatke (če obstajajo) je ta dogodek vplival,

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<p>b) Actions taken by the Provider to remediate the Privacy Incident and any countermeasures implemented by Provider to prevent future Privacy Incidents;</p>	<p>b) navedbo ukrepov, ki jih je sprejel Izvajalec za odpravo dogodka, ki ogroža zasebnost, in vse ukrepe, ki jih Izvajalec izvaja za preprečevanje prihodnjih dogodkov, ki ogrožajo zasebnost,</p>
<p>c) The name and contact information of Provider's Representative that can act as a liaison between Company and Provider; and</p>	<p>c) ime in priimek ter podatke za stik Predstavnik Izvajalca, ki lahko deluje kot posrednik med Družbo in Izvajalcem, in</p>
<p>d) Other relevant information (including indicators of compromise), if any, that can help Company protect itself from the Privacy Incident;</p>	<p>d) druge ustrezne podatke (vključno s kazalniki ogroženosti), če obstajajo, ki lahko prispevajo k zaščiti Družbe pred dogodki, ki ogrožajo zasebnost,</p>
<p>· collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact related to such Privacy Incident;</p>	<p>· zbrati in shraniti vse dokaze v zvezi z odkritjem, vzrokom, ranljivostjo, izkoriščanjem, popravnimi ukrepi in učinkom, ki zadevajo dogodek, ki ogroža zasebnost,</p>
<p>· at Company's request, provide Company with: (i) periodic written status reports concerning mitigation and remediation activities related to each Privacy Incident and (ii) any documents and information reasonably requested by Company related to such Privacy Incident; and</p>	<p>· na zahtevo Družbe Družbi zagotoviti: (i) redna pisna poročila o stanju glede dejavnosti za blažitev in odpravo posledic za vsak posamezni dogodek, ki ogroža zasebnost, ter (ii) vse dokumente in podatke, ki jih Družba smiselno zahteva in se nanašajo na dogodek, ki ogroža zasebnost, ter</p>
<p>· reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Privacy Incidents, which may include facilitating the delivery of notice of any Privacy Incident (in a manner and format specified by Company) on Company's behalf and at Company's discretion to: (i) individuals whose Personal Information was or may have reasonably been exposed, (ii) governmental authorities, and/or (iii) the media.</p>	<p>· smiselno sodelovati in se usklajevati z Družbo pri preiskovanju, izvrševanju, spremljanju, pripravi dokumentov, zahtevah za obveščanje in poročanju, kar Družba izvaja v povezavi z dogodki, ki ogrožajo zasebnost, kar lahko vključuje lajšanje zagotavljanja obvestila o dogodku, ki ogroža zasebnost, (na način in v obliki, ki ju določi Družba) v imenu Družbe ali po presoji Družbe: (i) posameznikom, katerih osebni podatki so bili razkriti oziroma za to obstaja utemeljeni sum, (ii) vladnim organom in/ali (iii) medijem.</p>
<p>6. PRESERVATION, DESTRUCTION AND RETURN OF PERSONAL INFORMATION</p>	<p>6. SHRANJEVANJE, UNIČENJE IN VRAČANJE OSEBNIH PODATKOV</p>
<p>6.1. Independent of where Personal Information is stored, in accordance with Company's instructions and requests (including without limitation retention schedules and litigation hold orders), Provider shall preserve Personal Information that is or has been Processed. Upon the earlier of (i) expiration or termination of the Agreement or (ii) completion of the Processing of Personal Information, Provider shall, at Company's option, either (a) ensure Personal Information is destroyed and rendered unusable and unreadable or (b) return Personal Information to Company or its designee in a format reasonably requested by Company.</p>	<p>6.1. Ne glede na lokacijo shranjevanja osebnih podatkov mora Izvajalec v skladu z navodili in zahtevami Družbe (kar brez omejitev vključuje načrte hrambe in naloge za hrambo dokumentov za primere pravnih sporov) hraniti osebne podatke, ki se obdelujejo ali so že bili obdelani. Odvisno od tega, kar nastopi prej, kar naloži Družba, mora Izvajalec takoj po (i) poteku ali odpovedi Pogodbe ali po (ii) dokončani obdelavi osebnih podatkov na odločitev Družbe (a) zagotoviti, da se osebni podatki uničijo ali preoblikujejo tako, da niso uporabni ali berljivi, ali (b) vrniti osebne podatke Družbi ali njenemu pooblaščenca v obliki, ki jo Družba smiselno zahteva.</p>
<p>7. DATA SUBJECT ACCESS REQUESTS</p>	<p>7. ZAHTEVE ZA DOSTOP DO OSEBNIH PODATKOV POSAMEZNIKOV</p>
<p>7.1 Provider shall cooperate with Company in responding to any requests by individuals whom exercise rights under applicable Privacy Laws, including without limitation, requests for access or correction to, or blocking, destruction or data portability of, Personal Information in Provider's or its Representatives' custody (each, an "Access Request") and such cooperation shall include without limitation, providing Company, within two (2) business days after Company's request, with either copies of or access to such Personal Information in the format in which it is maintained in the+A11 ordinary course of business. Without limiting the foregoing, in the event that Provider or one or more of its Representatives receives an Access Request directly from an individual whose Personal Information is being Processed by or on behalf of Provider in connection with the Services, Provider shall immediately (but in no event later than 24 hours after receiving such request) notify Company of such request by electronic mail at privacy@amgen.com and follow Company's reasonable instructions in connection therewith.</p>	<p>7.1 Izvajalec mora sodelovati z Družbo pri odzivanju na vsako zahtevo posameznikov, ki uveljavljajo pravice v skladu z veljavno zakonodajo o zasebnosti, kar brez omejitev vključuje zahteve za dostop, popravek, blokiranje, uničenje ali prenos osebnih podatkov, ki jih hrani Izvajalec ali jih hranijo njegovi Predstavniki (posamezna zahteva se imenuje »zahteva za dostop«), pri čemer takšno sodelovanje za Izvajalca brez omejitev vključuje obvezo, da Družbi v dveh (2) delovnih dneh po vloženi zahtevi Družbe zagotovi kopije ali dostop do teh osebnih podatkov v obliki, v kateri se podatki hranijo v času rednega poslovanja. Brez omejevanja zgoraj navedenega in če Izvajalec ali eden ali več njegovih Predstavnikov prejme zahtevo za dostop neposredno od posameznika, katerega osebne podatke obdeluje Izvajalec ali jih obdeluje tretja oseba v Izvajalčevem imenu v povezavi s Storitvami, mora Izvajalec nemudoma (nikakor pa ne pozneje kot 24 ur po prejemu take zahteve) o tej zahtevi obvestiti Družbo prek e- pošte na naslov privacy@amgen.com in upoštevati navodila, ki jih bo smiselno podala Družba v zvezi z navedenim.</p>
<p style="text-align: center;">SCC APPENDIX</p> <p>This SCC Appendix is applicable when European personal data is being processed by Providers outside of the EU, EEA countries or Switzerland.</p> <p>1. ANNEXES</p> <p>1.1. <u>Annex I</u>. The Standard Contractual Clauses (Module 2 C2P) are hereby supplemented with the following information to be incorporated as Annex I to the Standard Contractual Clauses. All references to the "Agreement" herein shall refer to the transactional contract between the data exporter and data importer pursuant to which, as part of its obligations thereunder, the data importer Processes European Personal Data.</p> <p>A. LIST OF PARTIES</p>	<p style="text-align: center;">1.</p> <p style="text-align: center;">DODATEK SCC</p> <p>Ta Dodatek SCC se uporablja, kadar evropske osebne podatke obdelujejo izvajalci zunaj EU, držav EGP ali Švice.</p> <p style="text-align: center;">1. PRILOGE</p> <p style="text-align: center;">1. <u>Priloga I</u>. Standardne pogodbene klavzule (modul 2 C2P) se dopolnijo z naslednjimi informacijami, ki se vključijo kot Priloga I k standardnim pogodbenim klavzulam. Vsa sklicevanja na »pogodbo« v tem dokumentu se nanašajo na transakcijsko pogodbo med izvoznikom podatkov in uvoznikom podatkov, na podlagi katere uvoznik podatkov v okviru svojih obveznosti obdeluje evropske osebne podatke.</p> <p>A. SEZNAM STRANK.</p> <p style="text-align: center;">Izvoznik podatkov:</p> <p style="text-align: center;">1. Ime izvoznika podatkov je stranka, ki je v preambuli pogodbe opredeljena kot družba.</p> <p style="text-align: center;">Naslov izvoznika podatkov je naslov družbe, ki je naveden v obvestilu pogodbe.</p>

<p>Data exporter:</p> <p>1. The Name of the data exporter shall be the party identified as the Company in the preamble of the Agreement. The Address of the data exporter shall be the address of the Company described in the notice provision of the Agreement. The Contact person's name, position and contact details shall be: Chief Privacy Officer, privacy@amgen.com. The Activities relevant to the data transferred under these Clauses shall be the activities of the Company under the Agreement as a controller of the European Personal Data being Processed by Provider. Signature and date: This Annex will be deemed signed and dated by Company's representative's signature on the Agreement. The Role of the data exporter is controller.</p> <p>Data importer:</p> <p>2. The Name of the data importer shall be the party identified as the Provider in the preamble of the Agreement. The Address of the data importer shall be the address of the Provider described in the notice provision of the Agreement. The Contact person's name, position and contact details for the data importer shall be: Provider's data privacy office or as otherwise identified in Provider's privacy policy published on Provider's publicly available website The Activities relevant to the data transferred under these Clauses shall be the activities of the Provider under the Agreement as a processor of the European Personal Data. Signature and date: This Annex will be deemed signed and dated by Provider's representative's signature on the Agreement. The Role of the data importer is processor.</p> <p>B. DESCRIPTION OF TRANSFER</p> <ul style="list-style-type: none"><i>Categories of data subject whose personal data is transferred:</i> The individuals of whom Personal Information comprised of European Personal Data is Processed by or on behalf of the Provider in performance of the Services.<i>Categories of personal data transferred:</i> The European Personal Data provided, transferred or delivered to or otherwise accessed by or on behalf of Provider for Processing in connection with performance of the Services.<i>The frequency of the transfer:</i> As necessary for Provider's provision of the Services and performance of its obligations under the Agreement.<i>Nature of the processing:</i> The nature of the processing activity will be that as necessary for Provider's provision of the Services and performance of its obligations under the Agreement.<i>Purpose(s) of the data transfer and further processing:</i> Provider will Process European Personal Data in accordance with the terms of the Agreement and this Privacy Schedule for the purpose of performing the Services, or as otherwise compelled by Applicable Laws, including without limitation EU Data Protection Laws.<i>The period for which the personal data will be retained:</i> The term of the Agreement, plus the period from expiration or earlier termination of the Agreement until the return or deletion of all European Personal Data by Provider in accordance with the Privacy Schedule or, as applicable, EU Data Protection Laws. <p>C. COMPETENT SUPERVISORY AUTHORITY</p> <ul style="list-style-type: none">The Competent Supervisory Authority is Information Commissioner of the Republic of Slovenia for EU Personal Data, the Swiss Federal Data Protection and Information Commissioner (FDPIC) for Swiss Personal Data.The Competent Supervisory Authority is the Information Commissioner for United Kingdom Personal Data.	<p>Ime, delovni naziv in kontaktni podatki stika so: Vodja službe za varstvo zasebnosti, privacy@amgen.com. Dejavnosti, ki se nanašajo na podatke, prenesene v skladu s temi klavzulami, so dejavnosti družbe v skladu s pogodbo kot upravljavca evropskih osebnih podatkov, ki jih obdeluje izvajalec.</p> <p>Podpis in datum: Ta Priloga velja kot podpisana in datirana na podlagi podpisa predstavnika družbe na pogodbi.</p> <p>Vloga izvoznika podatkov je upravljavec podatkov.</p> <p>Uvoznik podatkov:</p> <p>2. Ime uvoznika podatkov je stranka, ki je v preambuli pogodbe opredeljena kot izvajalec. Naslov uvoznika podatkov je naslov izvajalca, ki je naveden v obvestilu pogodbe. Ime, delovni naziv in kontaktni podatki stika uvoznika podatkov so: Izvajalčeva služba za varstvo zasebnosti ali kot je drugače opredeljeno v izvajalčevem pravilniku o zasebnosti, objavljenem na njegovem javno dostopnem spletnem mestu. Dejavnosti, ki se nanašajo na podatke, prenesene v skladu s temi klavzulami, so dejavnosti izvajalca v skladu s pogodbo kot izvajalca obdelave evropskih osebnih podatkov.</p> <p>Podpis in datum: Ta Priloga velja kot podpisana in datirana na podlagi podpisa predstavnika izvajalca na pogodbi. Vloga uvoznika podatkov je izvajalec obdelave.</p> <p>B. OPIS PRENOSA</p> <ul style="list-style-type: none"><i>Kategorije posameznikov, na katere se osebni podatki nanašajo, katerih osebni podatki se prenašajo:</i> Posamezniki, katerih osebne podatke, sestavljene iz evropskih osebnih podatkov, obdeluje izvajalec ali se obdelujejo v njegovem imenu v okviru izvajanja storitev.<i>Kategorije osebnih podatkov, ki se prenašajo:</i> Evropski osebni podatki, ki se posredujejo, prenesejo ali dostavijo ali do katerih drugače dostopa izvajalec ali tretja oseba v imenu izvajalca za namen obdelave v zvezi z izvajanjem storitev.<i>Pogostost prenosa:</i> Kot je potrebno za izvajalčevo zagotavljanje storitev in izpolnjevanje njegovih obveznosti iz pogodbe.<i>Narava obdelave:</i> Narava dejavnosti obdelave bo takšna, kot je potrebna za izvajalčevo zagotavljanje storitev in izpolnjevanje njegovih obveznosti iz pogodbe.<i>Namen(i) prenosa in nadaljnje obdelave podatkov:</i> Izvajalec bo obdeloval evropske osebne podatke v skladu s pogoji pogodbe in tega načrta zasebnosti za namene izvajanja storitev ali kot drugače zahteva veljavna zakonodaja, kar brez omejitev vključuje zakone EU o varstvu podatkov.<i>Obdobje, v katerem se bodo osebni podatki hranili:</i> Obdobje veljavnosti pogodbe, plus obdobje od izteka ali predčasne odpovedi pogodbe do vrnitve ali izbrisa vseh evropskih osebnih podatkov s strani izvajalca v skladu z načrtom zasebnosti ali, kot je ustrezno, zakoni EU o varstvu podatkov. <p>C. PRISTOJNI NADZORNI ORGAN</p> <ul style="list-style-type: none">Pristojni nadzorni organ je Information Commissioner of the Republic of Slovenia za osebne podatke EU, švicarski zvezni pooblaščenec za varstvo podatkov in informacij (FDPIC) za švicarske osebne podatke.Pristojni nadzorni organ je informacijski pooblaščenec za osebne podatke Združenega kraljestva.
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1.2. Annex II. The Standard Contractual Clauses are hereby supplemented with the following information to be incorporated as Annex II (TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA) to the Standard Contractual Clauses:

Data importer's technical and organisational measures to ensure an appropriate level of security with respect to its processing of personal data are described in the Information Security Requirements Schedule, attached to the Agreement.

1.3. Annex III (List of Sub-processors). The controller has authorised the use of Provider's Representatives, including any Subcontractors, as such terms are defined in the Agreement to act as Sub-processors to the extent such Representatives Process European Personal Data on Provider's behalf as part of Provider's performance of Services under the Agreement.

2. AMENDMENTS TO THE STANDARD CONTRACTUAL CLAUSES

2.1. Amendment to Clause 7 (Docking clause). Clause 7 of the Standard Contractual Clauses is amended by deleting in its entirety the term "Optional."

2.2. Amendment to Clause 9 (Use of subprocessors). Clause 9(a) of the Standard Contractual Clauses is amended as follows:

2.2.1. For purposes of the Standard Contractual Clauses, the Parties agree to the terms and conditions of OPTION 1: SPECIFIC PRIOR AUTHORISATION, revised as follows:

The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least thirty (30) days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

2.2.2. The paragraph entitled, "OPTION 2: GENERAL WRITTEN AUTHORISATION" is hereby deleted in its entirety

2.3. Amendment to Clause 11 (Redress). Clause 11 (Redress) of the Standard Contractual Clauses is amended by deleting in its entirety the optional wording identified as "[OPTION]" in Clause 11(a).

2.4. Amendment to Clause 13 (Supervision). Clause 13 (Supervision) of the Standard Contractual Clauses is amended by deleting and restating subsection (a) in its entirety as follows:

(a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

2.5. Amendment to Clause 17 (Governing Law). Clause 17 of the Standard Contractual Clauses is amended and restated in its entirety as follows:

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Slovenia; provided, however, with respect to United Kingdom Personal Data, these Clauses are governed

2. Priloga II. Standardne pogodbenne klavzule se dopolnijo z naslednjimi informacijami, ki se vključijo kot Priloga II (TEHNIČNI IN ORGANIZACIJSKI UKREPI, VKLJUČNO S TEHNIČNIMI IN ORGANIZACIJSKI UKREPI ZA ZAGOTAVLJANJE VARNOSTI PODATKOV) k standardnim pogodbenim klavzulam:

Tehnični in organizacijski ukrepi uvoznika podatkov za zagotavljanje ustreznih ravni varnosti pri obdelavi osebnih podatkov so opisani v Načrtu zahteve na področju informacijske varnosti, ki je priložen k pogodbi.

3. Priloga III (seznam podizvajalcev obdelave). Upravitelj dovoljuje uporabo predstavnikov izvajalca, vključno z morebitnimi podizvajalci, saj pogoji v pogodbi opredeljujejo, da ti predstavniki delujejo kot podizvajalci obdelave v obsegu, v katerem obdelujejo evropske osebne podatke v imenu izvajalca v okviru izvajalčevega izvajanja storitev v skladu s pogodbo.

2. SPREMEMBE STANDARDNIH POGODBENIH KLAUZUL

1. Sprememba klavzule 7 (Klavzula o priključitvi). Klavzula 7 standardnih pogodbenih klavzul se spremeni tako, da se izrazi »izbirno« v celoti izbriše.

2. Sprememba klavzule 9 (Uporaba podizvajalcev obdelave). Klavzula 9(a) standardnih pogodbenih klavzul se spremeni tako:

1. Za namene standardnih pogodbenih klavzul se pogodbeni stranki strinjata s splošnimi pogoji MOŽNOSTI 1: SPECIFIČNO PREDHODNO DOVOLJENJE, ki se popravi tako:

Uvoznik podatkov nobene dejavnosti obdelave podatkov, ki se izvaja v imenu izvoznika podatkov v skladu s temi Klavzulami, ne odda podizvajalcu brez specifičnega pisnega dovoljenja izvoznika podatkov. Uvoznik podatkov vloži zahtevo za specifično dovoljenje najmanj trideset (30) dni pred angažiranjem podizvajalca obdelave skupaj z informacijami, ki so potrebne, da se izvozniku podatkov omogoči odločitev o dovoljenju. Seznam podizvajalcev obdelave, ki jih je izvoznik podatkov že dovolil, je na voljo v Prilogi III. Pogodbeni stranki morata Prilogo III posodobljati.

2. Odstavek z naslovom »MOŽNOST 2: SPLOŠNO PISNO DOVOLJENJE« se v celoti izbriše.

3. Sprememba klavzule 11 (Nadomestilo). Klavzula 11 (Pravna sredstva) standardnih pogodbenih klavzul se spremeni tako, da se izbirno besedilo, opredeljeno kot »[MOŽNOST]« v klavzuli 11(a), v celoti izbriše.

4. Sprememba klavzule 13 (Nadzor). Klavzula 13 (Nadzor) standardnih pogodbenih klavzul se spremeni tako, da se podrazdelek (a) v celoti izbriše in ponovno napiše, kot sledi:

a. Nadzorni organ, ki je pristojen za zagotavljanje skladnosti izvoznika podatkov z Uredbo (EU) 2016/679 v zvezi s prenosom podatkov, kot je navedeno v Prilogi I.C, deluje kot pristojni nadzorni organ.

5. Sprememba klavzule 17 (Veljavna zakonodaja). Klavzula 17 standardnih pogodbenih klavzul se v celoti spremeni in na novo oblikuje na naslednji način:

Te klavzule ureja zakonodaja države članice EU, v kateri ima izvoznik podatkov sedež. Če takšna zakonodaja ne dovoljuje pravic upravičencev za tretje osebe, jih ureja zakonodaja druge države članice EU, ki dovoljuje pravice tretjih oseb kot upravičencev. Pogodbeni stranki se strinjata, da bo to zakonodaja Slovenija; vendar pa v zvezi z osebnimi podatki Združenega kraljestva te klavzule urejajo zakoni Anglije in Walesa.

6. Sprememba klavzule 18 (Izbira sodišča in pristojnosti). Klavzula 18(b) standardnih pogodbenih klavzul se v celoti spremeni in na novo oblikuje na naslednji način:

(b) Pogodbeni stranki se strinjata, da bodo to sodišča Slovenija. Ne glede na morebitne nasprotno določbe v tem dokumentu vse spore, ki izhajajo iz teh klavzul in so povezani z osebnimi podatki Združenega kraljestva, rešujejo sodišča Anglije in Walesa. Posameznik, na katerega se nanašajo osebni podatki, lahko sproži pravni postopek proti izvozniku podatkov in/ali uvozniku podatkov pred sodišči katere koli države v Združenem kraljestvu. Pogodbeni stranki se strinjata, da se bosta podredili pristojnosti teh sodišč.

7. Sprememba klavzule 6 (Opis prenosa(ov)). Klavzula 6 standardnih pogodbenih klavzul se spremeni za osebne podatke, ki izvirajo iz Švice ali se obdelujejo v Švici, tako, da vključuje podatke pravnih oseb do začetka veljavnosti revidiranega švicarskega zveznega zakona o varstvu podatkov pozneje leta 2022.

by the laws of England and Wales.

2.6. **Amendment to Clause 18 (Choice of forum and jurisdiction).** Clause 18(b) of the Standard Contractual Clauses is amended and restated in its entirety as follows:

(b) The Parties agree that those shall be the courts of Slovenia.

Notwithstanding anything herein to the contrary, with respect to United Kingdom Personal Data, any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the United Kingdom. The Parties agree to submit themselves to the jurisdiction of such courts.

2.7. **Amendment to Clause 6 (Description of transfer(s)).** Clause 6 of the Standard Contractual Clauses is amended for Personal Data originating or being processed in Switzerland as to include data of legal entities until the entry into force of the revised Swiss Federal Data Protection Act later in 2022.

**UK ADDENDUM
International Data Transfer Addendum to the EU Commission Standard Contractual Clauses**

Where the data exporter transfers United Kingdom Personal Data under the Agreement, the data exporter and data importer hereby execute the European Commission's Standard Contractual Clauses pursuant to the Privacy Schedule and the SCC Appendix hereinabove, as further supplemented by this UK Addendum. To the extent the UK Addendum contradicts the terms of this SCC Appendix, the UK Addendum shall prevail. The UK Addendum shall include the following details:

Part 1: Tables

Table 1: Parties

The Trading Name of the data exporter shall be the same as the Name of the data exporter identified in the Agreement. The Official Registration Number of the data exporter, if any, shall be the Official Registration Number of the data exporter identified in the Agreement, as displayed on the applicable public register of companies.

The Trading Name of the data importer shall be the same as the Name of the data importer identified in the Agreement. The Official Registration Number of the data importer, if any, shall be the Official Registration Number of the data importer identified in the Agreement, as displayed on the applicable public register of companies.

In Table 1: (1) the Start date shall be the Effective Date of the Agreement, or if the Agreement is being amended to incorporate the UK Addendum, then the Effective Date of such amendment; (2) the Parties' details and Key contact information shall be the information provided in Section 1(A) of this SCC Appendix; (3) the Signatures shall be the Parties' signatures on the Agreement, or if the Agreement is being amended to incorporate the UK Addendum, then the signatures on such amendment.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs						
<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:						
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by

Dodatek za mednarodni prenos podatkov k standardnim pogodbenim klavzulam Komisije EU

Kadar izvoznik podatkov prenese osebne podatke Združenega kraljestva v skladu s pogodbo, izvoznik podatkov in uvoznik podatkov s tem izvršita standardne pogodbene klavzule Evropske komisije v skladu z načrtom zasebnosti in Dodatkom SCC zgoraj, kot sta dodatno dopolnjena s tem Dodatkom za Združeno kraljestvo. Če je Dodatek za Združeno kraljestvo v nasprotju s pogoji tega Dodatka SCC, prevlada Dodatek za Združeno kraljestvo. Dodatek za Združeno kraljestvo vključuje naslednje podrobnosti:


**1. del: Preglednice
Preglednica 1: Pogodbene stranke**

Trgovsko ime izvoznika podatkov je enako imenu izvoznika podatkov, opredeljenemu v pogodbi. Uradna registrska številka izvoznika podatkov, če obstaja, je uradna registrska številka izvoznika podatkov, opredeljenega v pogodbi, kot je prikazano v ustreznem javnem registru podjetij.

Trgovsko ime uvoznika podatkov je enako imenu uvoznika podatkov, opredeljenemu v pogodbi. Uradna registrska številka uvoznika podatkov, če obstaja, je uradna registrska številka uvoznika podatkov, opredeljenega v pogodbi, kot je prikazano v ustreznem javnem registru podjetij.

V preglednici 1: (1) Začetni datum je datum začetka veljavnosti pogodbe ali, v primeru spremembe pogodbe z vključitvijo Dodatka za Združeno kraljestvo, datum začetka veljavnosti te spremembe; (2) podatki o pogodbenih strankah in ključni kontaktni podatki so podatki, navedeni v razdelku 1(A) tega Dodatka SCC; (3) podpisi so podpisi pogodbenih strank na pogodbi, ali, v primeru spremembe pogodbe z vključitvijo Dodatka za Združeno kraljestvo, podpisi na tej spremembi.

Preglednica 2: Izbrane standardne pogodbene klavzule, moduli in izbrane klavzule

Dodatek za standardne pogodbene klavzule EU	Različica odobrenih standardnih pogodbenih klavzul vključno z informacijami v Dodatku: Datum: Referenca (če obstaja): Drug identifikator (če obstaja): Ali  odobrene standardne pogodbene klavzule EU, klavzulami ali izbirnimi določbami odobrenimi za namene tega Dodatka:
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Modul	Modul, ki se uporablja	Klavzula 7 (Klavzula o priklučitvi)	Klavzula 11 (Možnost)	Klavzula 9a (Dovoljenje ali dovoljevanje)
2	Drugi modul	V skladu z razdelkom 2.1 Dodatka SCC	V skladu z razdelkom 2.3 Dodatka SCC	V skladu z razdelkom 2.3 Dodatka SCC

Preglednica 3: Informacije v dodatkih

»Informacije v dodatkih« pomenijo informacije, ki jih je treba zagotoviti za izbrane module, kot je opredeljeno, v Dodatku k odobrenim standardnim pogodbenim klavzulam EU (razen strank) in ki so za ta Dodatek za Združeno kraljestvo opredeljene v:

- Priloga 1A: Seznam strank: Glejte razdelek A Dodatka SCC
- Priloga 1B: Opis prenosa: Glejte razdelek B Dodatka SCC
- Priloga II: Tehnični in organizacijski ukrepi, vključno s tehničnimi in organizacijskimi ukrepi za zagotavljanje varnosti podatkov: Glejte razdelek 1.2 Dodatka SCC
- Priloga III: Seznam podizvajalcev obdelave (samo modula 2 in 3): Glejte razdelek 1.3 Dodatka SCC

Preglednica 4: Prenehanje uporabe tega Dodatka ob spremembi odobrenega dodatka

Prenehanje uporabe tega Dodatka ob spremembi odobrenega dodatka	Katere stranke lahko prekličejo uporabo tega dodatka: izvoznik izvoznik nobena stranka
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DODATEK ZA ŠVICO

Kadar izvoznik podatkov prenese švicarske osebne podatke v skladu s pogodbo, izvoznik podatkov in uvoznik podatkov s tem izvršita standardne pogodbene klavzule Evropske komisije v skladu z načrtom zasebnosti in Dodatkom SCC zgoraj, kot sta dodatno dopolnjena s splošnimi pogoji tega Dodatka za Švico.

- V skladu z navodili švicarskega zveznega pooblaščenca za varstvo podatkov in informacij z dne 27. avgusta 2021 »Prenos osebnih podatkov v državo z neustrezno stopnjo varstva podatkov na podlagi priznanih standardnih pogodbenih klavzul in vzorčnih pogodb« se pogodbeni stranki strinjata, da sprejmeta standard GDPR za prenose podatkov, za katere velja švicarski zvezni zakon o varstvu podatkov, in za prenose podatkov, za katere velja GDPR (drugi primer, druga

Standard terms and conditions of purchase – AMGEN ZDRAVILA, trženje z [Slovenia]
Standardni pogoji nabave – AMGEN ZDRAVILA, trženje z [Slovenija]

						the Exporter?
2	Module Two	Per Section 2.1 of the SCC Appendix	Per Section 2.3 of the SCC Appendix	Per Section 2.2 of the SCC Appendix	Thirty (30) days	N/A

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Section A of SCC Appendix

Annex 1B: Description of Transfer: See Section B of SCC Appendix

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Section 1.2 of SCC Appendix

Annex III: List of Sub processors (Modules 2 and 3 only): See Section 1.3 of SCC Appendix

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19:
	<input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party

SWISS ADDENDUM

Where the data exporter transfers Swiss Personal Data under the Agreement, the data exporter and data importer hereby execute the European Commission’s Standard Contractual Clauses pursuant to the Privacy Schedule and the SCC Appendix hereinabove, as further supplemented by terms and conditions of this Swiss Addendum.

- 1.1. Pursuant to the Swiss Federal Data Protection and Information Commissioner’s guidance of 27 August 2021, “The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts,” the Parties agree to adopt the GDPR standard for data transfers subject to the Swiss Federal Act on Data Protection and for data transfers subject to the GDPR (Case Two, Option Two).
- 1.2. Applicable law for purposes of Clause 17 and place of jurisdiction for purposes of Clause 18(b) shall be as provided in Sections 2.5 and 2.6, respectively, of the SCC Appendix.
- 1.3. The term “member state” in the European Commission’s Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).
- 1.4. The European Commission’s Standard Contractual Clauses shall be interpreted to protect the data of legal entities until the entry into force of the revised version of 25 September 2020 of the Swiss Federal Act on Data Protection.

2. Veljavna zakonodaja za namene klavzule 17 in kraj sodne pristojnosti za namene klavzule 18(b) sta opredeljena v razdelkih 2.5 oziroma 2.6 Dodatka SCC.
3. Izraz »država članica« v standardnih pogodbenih klavzulah Evropske komisije se ne sme razlagati tako, da bi bila posameznikom, na katere se nanašajo osebni podatki, v Švici onemogočena možnost tožbe za pravice v kraju njihovega običajnega prebivališča (Švica) v skladu s klavzulo 18(c).
4. Standardne pogodbene klavzule Evropske komisije se razlagajo tako, da ščitijo podatke pravnih oseb do začetka veljavnosti revidirane različice švicarskega zveznega zakona o varstvu podatkov z dne 25. septembra 2020.