

Medtronic

Medtronic Australasia Pty Ltd

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13 July 2016

Name

Company Name

Address Line 1

City State Postcode

RE: Medtronic Diabetes Patient Assistance Program

Dear <insert name>,

We understand that you have a patient that requires a <name of device> but that does not have means available to them to pay for this device.

In these particular circumstances, Medtronic Australasia Pty Ltd is willing to donate the above device for use with this patient in accordance with our attached Standard Medtronic Donation Terms.

To indicate acceptance by the hospital of the donation on these terms, please sign where indicated below and return a copy to rs.anzdiabetespap@medtronic.com

Please note that by signing this letter, you also represent that to the best of their knowledge, following reasonable inquiry by the <hospital/clinic>, the patient to whom the above device will be provided does not have sufficient means available to them (by insurance, reimbursement scheme, payment by institution or otherwise) to pay for the device and therefore will not be charged by the <hospital/clinic> for the device.

I look forward to your reply.

Kind regards

BU Leader name

Title

I confirm as its duly authorised representative that the above named institution accepts the donation of the named Medtronic device for an indigent patient on the terms and conditions set out in this letter.

Signed:

Name:

Position:

Date:

STANDARD MEDTRONIC DONATION TERMS

1. **DONATION:**

- (a) Medtronic Australasia Pty Ltd of 97 Waterloo Road, North Ryde NSW 2113 ("Medtronic") wishes to make the Donation to the Donee for the purpose set out in the attached letter.
- (b) The Donee shall make an independent decision, free of conflict, as to how the Donation will be used, with no direction or control by either Medtronic or any individual that may benefit directly from the Donation as to the application of the Donation.
- (c) The Donee acknowledges that this donation is subject to Medtronic's Business Conduct Standards, the MTAA/MTANZ Code of Practice and any other applicable compliance standards.
- (d) Unless stated otherwise, no goods and services tax ("GST") will be payable by Medtronic for the Donation. However, GST may be payable on third party delivery services for any product donation.

2. **PRODUCT/SERVICES DONATIONS:**

Medtronic is not liable to the Donee in any manner relating to any Donation of product and/or services. To the extent permitted by law:

- (a) The Donee indemnifies, Medtronic and its directors, officers, employees, agents and representatives against all claims, proceedings, costs (including legal costs) expenses, loss or damage that they sustain or incur a result of or in connection with, whether directly or indirectly, the Donation; and
- (b) Liability under any condition or warranty which cannot legally be excluded is limited to:
 - (i) in the case of goods, either the replacement with equivalent goods or the repair of the goods; or
 - (ii) in the case of services, supplying the services again or paying the cost of having the services supplied again
- (c) All statutory or implied conditions and warranties are excluded to the extent permitted by law.

3. **SEPARATION PRINCIPLE:**

This Deed does not influence in any way any potential purchase, lease, recommendation or use of Medtronic products by the Donee or their affiliated entities and associates including any business transactions (now or in the future) whatsoever between Medtronic and the Donee, including in particular any procurement procedure or price structuring. No expectations in this respect are created between Medtronic and the Donee.

4. **GENERAL:**

- (a) This Deed constitutes the entire agreement between the parties with respect to its subject matter.
- (b) Neither party may assign this Deed without the other's prior written consent.
- (c) Either party may waive performance or a breach of any provision without losing the right to require or enforce performance later.
- (d) The parties will attempt to resolve all disputes by negotiation and any unresolved dispute will be mediated promptly by a qualified mediator. Litigation can only occur if this mediation is unsuccessful, although this does not prevent litigation to prevent immediate or irreparable harm.
- (e) This Deed is governed by the law of New South Wales.
- (f) This Deed may be signed in counterparts.
- (g) This Deed may only be amended by the parties' agreement in writing.
- (h) The parties acknowledge that in the event the contents of this Deed require disclosure of any existing or potential conflict of interest to their relevant professional association or institution, then the affected party shall make the required disclosure to the said relevant professional association or institution.