

## **Samarbejdsaftale**

### **1. Parter**

Mellem

MSD Danmark ApS  
Havneholmen 25  
1561 KBH V  
(herefter kaldet "MSD")

og

Colitis-Crohn Foreningen  
Klingenberg 15  
5000 Odense C  
(herefter kaldet "Organisationen")

(herefter i fællesskab benævnt "Parterne")

er der indgået følgende aftale om samarbejde.

### **2. Samarbejdsaftalens formål**

Formålet med samarbejdsaftalen er at købe 2 pladser til seminar om Biosimilær samt rådgivning om patientinvolvering. Rådgivningen sker blandt andet på et møde i juni 2016 mellem Organisationen og MSD's immunologi-team og Customers Solutions. Rådgivningen udføres af formanden for Organisationen, Bente Buus Nielsen. Rådgivningen ser virksomheden som et væsentligt bidrag til at forstå de behov og udfordringer som colitis-crohn patienter står overfor.

### **3. Samarbejdsprojektets navn**

Samarbejdsprojektets navn er "Symposium 1. juni 2016 og rådgivning om patientforeningers arbejdet".

### **4. Parternes rolle i samarbejdet**

MSD forpligter sig med nærværende samarbejdsaftale til i aftaleperioden at bidrage økonomisk til "seminaret om biosimilære produkter".

Organisationen er uden undtagelse forpligtet til at tilbagelevere alt MSD's Materiale til MSD og destruere samtlige kopier, som Organisationen har fremstillet heraf, ved MSD's skriftlige anmodning og i øvrigt på eget initiativ straks efter afslutning af samarbejdet, jf. pkt. 2. Organisationen er uden undtagelse uberettiget til at holde MSD's Materiale tilbage fra MSD uanset årsag.

## **11. FORTROLIGHED**

Organisationen skal behandle som fortrolige alle oplysninger om MSD, MSD's virksomhed og om samarbejdet i forbindelse med Aftalen, jf. pkt. 2, som Organisationen erfarer forud for, under eller i forbindelse med samarbejdet, herunder men ikke begrænset til nærværende samarbejdsaftale, MSD's Materiale og Frembragt Materiale ("Fortrolige Oplysninger"). Fortrolige Oplysninger omfatter ikke oplysninger, som er eller bliver offentlige tilgængelige, med mindre den offentlige tilgængelighed skyldes Organisationens krænkelse af fortrolighedsforpligtelser fra.

## **12. Anvendelse af Organisationens logo**

Organisationen accepterer, efter forudgående aftale, at MSD anvender Organisationens logo eller navn, eller på anden måde anvender samarbejdet med Organisationens.

## **13. Uafhængighed og habilitet**

Parterne erklærer ved sin underskrift, at det står Organisationens frit at samarbejde med flere lægemiddelvirksomheder ligesom MSD har mulighed for at samarbejde med en eller flere organisationer. Parterne erklærer samtidig, at der ikke i samarbejdet stilles krav om eneret i forhold til konkrete produkt- eller terapiområder.

MSD erklærer ved sin underskrift af nærværende samarbejdsaftale ikke at stille betingelser for organisationens faglige og interessepolitiske standpunkter.

MSD erklærer ved sin underskrift ikke at have et tillidshverv i Organisationens, der har betydning for nærværende samarbejdsaftale.

# BILAG 1

## Ethical Business Practice Policy

The Organization acknowledges that MSD corporate policy requires that MSD's business be conducted within the letter and spirit of the law. By signing the attached "Samarbejdsaftale", The Organization agrees to conduct the business contemplated herein in a manner which is consistent with both law and good business ethics.

The Organization represents and warrants that he/she or a member of his/her immediate family relatives (including married and unmarried spouse, siblings, children, parents, grandparents) is not employed or engaged, whether paid or unpaid, in any of the following in a capacity that could allow him/her to influence MSD's business:

- i) as government official (including a relationship with a governmental official which could cause the official to influence MSD's business)
- ii) on or serving in an official advisory capacity to any reimbursement committee, pricing committee, drug approval committee, formulary or similar committee
- iii) in any other governmental position, including a position in an international organization, such as the WHO (World Health Organization) or UNICEF. Speaker will advise MSD to the extent his/her status (or the status of immediate family relatives) described in the prior sentence changes during the term of this Agreement. Speaker further covenants that any future information and documentation submitted as part of further due diligence or a certification shall be complete and accurate to the best of its knowledge.

The Organization represents and warrants that he/she shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to compensation paid under this Agreement, to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on their behalf, where such payment is for the purpose of influencing decisions or actions with respect to any aspect of MSD's business. The Organization will notify as required and/or obtain any required approvals to perform the consulting services herein from his/her employer, hospital or other relevant institution and will provide such approvals to MSD.

The Organization represents and warrants that he/she has provided complete and accurate information and documentation to MSD, its affiliates, and their personnel in the course of any due diligence that was conducted, including disclosure of any officers, employees, owners, or persons directly or indirectly retained by the The Organization who are Officials or relatives of Officials. The Organization shall make all further disclosures as necessary to ensure the information provided remains complete and accurate for the duration of the engagement. The Organization further covenant that any future information and documentation submitted as part of further due diligence or a certification shall be complete and accurate.

The Organization represents, warrants, and covenants that all books, records, invoices, and other documents relating to payments and expenses under this agreement are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures.

The Organization further represents warrants and agrees that no "off the books" or other similar funds will be maintained or used in connection with this Agreement. The Organization shall not hire or retain any Officials to assist in the performance of this agreement.

Any violation of the provisions of this Policy shall be deemed a material breach of the attached "Samarbejdsaftale". MSD may, in such case, terminate the "Samarbejdsaftale" at its sole discretion upon written notice to The Organization and without prejudice to any other remedies that may be available to MSD.

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