
Patientforeningssamarbejdsaftale

1 Parter

Mellem undertegnede

MSD Danmark ApS
CVR-nr. 29883718
Havneholmen 25
DK-1561 København V

(herefter kaldet "MSD")

og

medundertegnede

HIV Danmark
Formand Kicki Hyllen Mikkelsen
Vestergade 18E
1456 København K

(herefter kaldet "Organisationen")

(herefter i fællesskab benævnt "Parterne" eller hver for sig "Part")

er der indgået følgende aftale om samarbejde ("Samarbejdsaftalen").

2 Samarbejdsaftalens formål

Formålet med samarbejdsaftalen er at købe annonceplads i forbindelse med med Copenhagen Pride den 20. august 2022.

3 Samarbejdsprojektets navn

Samarbejdsprojektets navn er "Annonceplads ifbm. Copenhagen Pride 2022".

4 Parternes roller og forpligtelser i samarbejdet

MSD forpligter sig med nærværende samarbejdsaftale til i aftaleperioden, at købe annonceplads som skal trykkes på t-shirt samt 3 bannere.

Organisationen forpligter sig med nærværende samarbejdsaftale til i aftaleperioden at sørge for, at MSD får unbranded logo på t-shirt samt 3 bannere.

I forbindelse med MSDs samarbejde med Organisationen påser MSD, forinden at aftalen indgås, at Parternes samarbejde opfylder kravene i de etiske regler for lægemiddelbranchens samarbejde med patientforeninger m.v. ("Patientforeningskodekset").

Organisationen skal i forbindelse med aftalen overholde alle gældende, relevante love, regler, forskrifter, myndighedskrav og vejledninger i forbindelse med samarbejdet.

Organisationen forpligter sig til ikke at give eller tilbyde effekter med økonomisk værdi til personer med henblik på at skaffe MSD en uberettiget fordel. Organisationen vil heller ikke modtage eller anmode om effekter med økonomisk værdi for at sikre giveren heraf en uberettiget fordel i forretningsmæssige dispositioner.

5 Tidsramme

Samarbejdet, hvis nærmere formål og omfang er beskrevet i pkt. 2 og 4, skal afvikles fra underskriftsdato til 20. august 2022. Parternes rettigheder og forpligtelser i henhold til nærværende samarbejdsaftale løber fra underskriftsdato og indtil samarbejdsaftalens forpligtelser er opfyldt, medmindre andet udtrykkeligt er aftalt.

6 Finansiell ydelse

MSDs finansielle ydelse i henhold til nærværende samarbejdsaftale udgør et beløb på kr. 10.000. Beløbet er ekskl. moms. Den finansielle ydelse skal anvendes til trykning af annonceplads.

Ydelsen betales efter MSDs modtagelse af udspecificeret faktura. MSD har ret til at nægte, at MSDs finansielle ydelse skal omfatte udgifter, som ikke er afholdt i overensstemmelse med nærværende aftale, herunder Patientforeningskodekset.

7 Ikke-finansiell ydelse

N/A.

8 Offentliggørelse

Nærværende samarbejdsaftale er offentligt tilgængelig på MSDs hjemmeside www.msd.dk frem til 20. januar 2023.

MSD gør opmærksom på, at lovgivningen forpligter Organisationen til på sin hjemmeside at offentliggøre alle økonomiske fordele, herunder økonomiske sponsorater (pengebeløb) og naturalier, som Organisationen har modtaget fra lægemiddelvirksomheder, jf. Reklamebekendtgørelsens § 21.

Offentliggørelsen skal ske på en sådan måde, at størrelsen af økonomiske fordele fra hver enkelt virksomhed fremgår af hjemmesiden. Oplysningerne skal gøres tilgængelige på hjemmesiden senest én måned efter, at Organisationen har modtaget den økonomiske fordel. Oplysningerne skal være tilgængelige på hjemmesiden i mindst to år.

9 Anvendelse af Organisationens logo

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

10 Uafhængighed og habilitet

Parterne erklærer ved sin underskrift, at det står Organisationen 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 Organisationen, der har betydning for nærværende samarbejdsaftale, ligesom begge Parter erklærer, at nærværende aftale ikke udgør nogen form for tilskyndelse til at anbefale, ordinere, købe, udlevere, sælge eller administrere specifikke lægemidler.

The Organisation undertakes to disclose to the Company without delay any and all circumstances existing at the time of signing of this Agreement or arising at any time during the term thereof and involving the Organisation or any of its directors, officers, or members of their respective family, or any of its employees engaged in the performance of the services and goods hereunder or members of their respective family, which might constitute a conflict of interest for the business relationship between the Parties. In the event of a conflict of interest, the Organisation must cease work for the Company if requested to do so by the Company.

11 Misligholdelse

Såfremt en af Parterne misligholder sine forpligtelser i henhold til nærværende samarbejdsaftale, kan den ikke misligholdende part ophæve samarbejdsaftalen med øjeblikkelig virkning. Den ikke misligholdende part er i øvrigt berettiget til at bringe andre efter dansk ret til rådighed stående misligholdelsesbeføjelser til anvendelse, herunder retten til at kræve erstatning, uanset om aftalen ophæves.

MSDs firmapolitik kræver, at MSDs forretning og drift er i overensstemmelse med gældende lov indenfor MSDs forretningsområde. Organisationen er indforstået med til enhver tid at overholde MSDs politik om etisk forretningspraksis og adfærdskodeks, der er vedlagt aftalen som **Bilag 1**. Hvis Organisationen eller enhver tredjemand, der handler på Organisationens vegne, ikke efterlever bestemmelserne i **Bilag 1**, betragtes det i sig selv som væsentligt misligholdelse af Samarbejdsaftalen. MSD kan i sådanne tilfælde hæve aftalen med øjeblikkelig virkning efter skriftligt varsel til Organisationen,

og Organisationen skal holde MSD skadesløs i forhold til ethvert ansvar, der følger af Organisationens forsømmelser.

12 Immaterielle rettigheder

Ingen af Parterne er berettiget til at bruge den anden Parts immaterielle rettigheder, herunder bearbejdelser eller variationer heraf, uanset formål, medmindre den anden Part udtrykkeligt har givet tilladelse hertil, eller det er anført heri.

Alle de immaterielle rettigheder, som tilhører en Part inden ikrafttrædelsestidspunktet, som er skabt af eller for en Part uafhængigt af Samarbejdsaftalen, tilhører fortsat den pågældende Part.

Hvis Organisationens ydelser omfatter, at Organisationen skal skabe eller udvikle produkter til MSD, har MSD de fulde og eksklusive rettigheder til produkterne, herunder eventuelle iboende immaterielle rettigheder. Organisation anerkender i den henseende, at alle immaterielle rettigheder, der eksisterer (eller vil eksistere i fremtiden), til de pågældende produkter, automatisk og fuldt ud tilfalder MSD, når de er skabt. I det omfang at de ikke automatisk tilfalder MSD, accepterer Organisationen at overdrage alle rettigheder, ejendomsrettigheder og øvrige rettigheder vedrørende sådanne immaterielle rettigheder til MSD. Organisationen accepterer straks at udfærdige alle de dokumenter og at foretage alle de handlinger, som efter MSD's opfattelse er nødvendige for, at dette punkt får virkning. I det omfang det er tilladt i henhold til lovgivningen, giver Organisationen hermed afkald på alle ideelle rettigheder (og alle tilsvarende rettigheder i andre jurisdiktioner), som MSD har eller måtte få til sådanne produkter, som Organisationen har skabt eller udviklet til MSD.

I det omfang at eventuelle produkter omfatter immaterielle rettigheder, som tilhører Organisationen, tildeler Organisationen hermed MSD og/eller MSD's indbyrdes forbundne selskaber en royaltifri, global, eksklusiv, ikke-overdragelig, uigenkaldelig licens til at bruge de pågældende immaterielle rettigheder.

13 Gennemsigtighed og tilknytningsreglerne (anmeldelses- og ansøgningspligt)

Denne aftale respekterer bestemmelserne i lægemiddeloven, lov om medicinsk udstyr, apotekerloven og sundhedsloven, der regulerer samarbejdet mellem sundhedspersoner og lægemiddel- og medicoindustrien.

14 Databeskyttelse

Behandlingen og beskyttelsen af personoplysninger i forbindelse med Samarbejdsaftalen er beskrevet i **Bilag 2**, som Parterne er enige om at have læst og accepteret ved underskrivelsen af Samarbejdsaftalen.


15 Lovvalg og værneting

Nærværende samarbejdsaftale er i enhver henseende underlagt dansk ret.

Såfremt tvister ikke kan bilægges igennem mægling, skal disse indbringes for Sø- og Handelsretten i København.

16 Underskrift

For MSD Danmark ApS


Electronically signed by: Catherine Williams
Reason: Approved
Date: Jun 30, 2022 19:52 GMT+2

Administrerende Direktør

Catherine Williams

For Organisationen



Formand

Kicki Hyllen Mikkelsen

Bilag 1: Ethical Business Practices and Code of Conduct

In performing its obligations hereunder, the Parties acknowledge that the corporate policy of MSD and its affiliates requires that MSD's business be conducted within the letter and spirit of the law. By signing this agreement, the Parties agree to conduct the business contemplated herein in a manner which is consistent with all applicable laws, including the U.S. Foreign Corrupt Practices Act and good business ethics as described in this exhibit and as communicated to the Organisation by MSD or one of its affiliates from time to time. Specifically, the Organisation warrants and agrees that in connection with this agreement and MSD's business relating thereto, it, its affiliates, their representatives, and anyone acting on their behalf shall not offer, make or promise any payment, either directly or indirectly, of money or other assets (hereinafter collectively referred to as "**Payment**"), to any government, political party or international organization official, candidate or persons acting on behalf of any of the foregoing or directly associated with them including their staff, business partners, close associates and family (hereinafter collectively referred to as "**Officials**") where such Payment would constitute a violation of any applicable law. In addition, regardless of legality, the Parties shall make no Payment, either directly or indirectly, to Officials if such Payment is for the purpose of improperly influencing decisions or actions with respect to the subject matter of this agreement or the business activities of MSD or its affiliates. The Organisation shall indemnify MSD against all claims, liabilities, demands, losses, fines and penalties which in any way resulted from the failure of the Organisation to comply with this exhibit.

The Organisation represents and warrants to the best of its knowledge, that the Organisation and its affiliates have provided complete and accurate information and documentation to MSD, its affiliates, and their representatives 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 Organisation who are in a capacity that may reasonably provide an opportunity to influence decisions or actions with respect to the subject matter of this agreement or the business activities of MSD or its affiliates. The Organisation also acknowledges and agrees that in the event that the Organisation engages an affiliate, subcontractor or agent, that the Organisation will conduct due diligence on such affiliate, subcontractor or agent consistent with the requirements set forth in this exhibit and will maintain adequate records and provide such records to MSD to evidence such due diligence was conducted and any identified risks were mitigated. The Organisation shall make all further disclosures as necessary to ensure the information provided remains complete and accurate for the duration of the term. The Organisation 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 Organisation represents, warrants and covenants that all books, records, invoices, and other documents relating to payments and expenses under this agreement, or any statement of work are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures.

The Organisation further represents, warrants and agrees that no "**off the books**" or other similar funds will be maintained or used in connection with this agreement or any statement of work. Except as expressly provided for in this agreement, without obtaining the prior written consent of MSD, which shall not be unreasonably withheld, the Organisation shall not hire or retain subcontractors or agents who will be interacting with Officials on behalf or at the request of the Organisation, who may have an opportunity to influence decisions or actions with respect to the subject matter of this agreement or any statement of work or the business activities of MSD or its affiliates.

The Organisation agrees to ensure that all of the Organisation's, its affiliates' representatives, agents and subcontractors involved in performing the obligations under this agreement are made specifically aware of the compliance requirements under this exhibit, including without limitation, by participation of such personnel, employees, agents and subcontractors in mandatory training to be conducted by the Organisation regarding such requirements prior to performing any obligations under this agreement. The Organisation further agrees to certify its continuing compliance with the requirements under this exhibit on a periodic basis during the term of this agreement in such form as reasonably required by MSD. The Organisation agrees to and shall cause

its personnel or subcontractors to implement and/or sustain a compliance program, to comply with the requirements of this exhibit and to maintain adequate records of such compliance program.

MSD endeavours to hold itself and the Organisation to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of the Organisation's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this agreement, including without limitation its obligations under this exhibit, the Organisation agrees that it will abide by the letter and spirit of MSD's Business Partner Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>. In the event of a conflict between the obligations in this exhibit and MSD's Code of Conduct, on the one hand, and any other provision in this agreement, on the other hand, such other provision of this agreement shall prevail (but only to the extent of the conflict).

The Organisation agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code.

MSD reserves the right, in its sole discretion, to audit the Organisation's operations, books and records to ensure compliance with this exhibit for a period of two (2) years following termination and/or expiry of this agreement. MSD will provide reasonable advance notice of such an audit and may conduct this audit on its own or using a third-party auditor of its choosing. The Organisation shall acknowledge MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview the Organisation's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in this Agreement.

In the event an audit identifies a non-conformance by the Organisation with this exhibit, the Organisation will promptly take corrective action to remedy the non-conformance. MSD reserves the right to approve all corrective actions. Corrective actions shall be implemented by the Organisation at the Organisation's expense. MSD will endeavour, whenever practicable, to work with the Organisation to remedy the issue and put in place a corrective action plan.

In the event the Organisation refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this Agreement, at law or in equity, MSD reserves the right to terminate this Agreement in the event the Organisation fails to cure such refusal or failure within 90 days after written notice from MSD.

Without prejudice to any rights of MSD under this Agreement, any violation of, or any breach of a representation or warranty set forth in, this exhibit shall be a material breach of this agreement, and in such event, MSD may terminate this agreement immediately without payment of penalty or damages or further performance of any kind.

Exhibit 2: Processing and protection of personal data

Each Party must, at its own expense, ensure that it complies, and cause the other Party to comply, with all statutory and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including the Data Protection Legislation (as defined below).

Definitions

"Data Protection Legislation" means any data protection, data security or privacy legislation including, without limitation, the EU General Data Protection Regulation 2016/679 (the **"GDPR"**) and any national implementing legislation relating thereto and any legislation governing outbound telephone calls, transmission of electronic mail, transmission of fax messages and any other communication-related data protection, data security or privacy legislation, to which either Party is subject in connection with the Collaboration Agreement.

"Personal Data" means any data relating to an identified or identifiable individual, including data that identifies an individual or that could be used to identify, locate, track or contact an individual. Personal Data includes both directly identifiable information, such as names, identification numbers or unique job titles, and indirectly identifiable information, such as dates of birth, unique mobile or wearable device identifiers, information that could be used to identify a household, telephone numbers, key-coded data or online identifiers, such as IP addresses, and includes any data that constitutes "personal data" under the GDPR or similar terms under other Data Protection Legislation.

"Process" means to perform any operation or set of operations on Personal Data or sets of Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, access, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, evaluation, analysis, reporting, sharing, alignment or combination, restriction, erasure or destruction.

In the event that the definitions in this exhibit are inconsistent with the definitions given to similar terms or concepts under Data Protection Legislation, the definition given to any such similar term or concept under that applicable Data Protection Legislation will prevail to the extent of the inconsistency, so long as such inconsistency results in a broader definition of such term or concept.

Data Protection Legislation; Notices, Consent and Authorisations.

The Organisation must comply with Data Protection Legislation when performing its obligations under the Collaboration Agreement, including without limitation when Processing any Personal Information.

The Organisation represents and warrants that:

- (A) with respect to any Personal Data Processed under the Collaboration Agreement, except for Personal Data for which MSD is responsible under Data Protection Legislation for giving and obtaining the notices and consents, at the original time of collection of that Personal Data, necessary for Processing (so long as the Parties do not agree for the Organisation to be responsible), (i) all notices will have been given and the Organisation has and will maintain in effect during the Collaboration Agreement all consents, approvals, authorisations and rights necessary to Process any such Personal Data, including without limitation sharing any Personal Data with MSD, its affiliates or their respective agents or representatives, for any of them to use such Personal Data as contemplated in the Collaboration Agreement and for any regulatory purposes, and (ii) the Organisation will Process such Personal Data only in accordance with any such notice, consents, approvals and authorisations.

The Organisation will Process Personal Data in connection with the Collaboration Agreement only where it is lawful.

