



Samarbejdsaftale

1. Parter

Mellem undertegnede

Roche a/s

(herefter kaldet "Virksomheden")

og

medundertegnede

Danmarks Bløderforening

(herefter kaldet "Organisationen")

(herefter i fællesskab benævnt "Parterne")

er der indgået følgende aftale om samarbejde.

2. Samarbejdsaftalens formål

Formålet med samarbejdsaftalen er økonomisk støtte til gennemførelse af en livskvalitetsundersøgelse blandt danske blødere anno 2021.

3. Samarbejdsprojektets navn

Samarbejdsprojektets navn er "Danmarks Bløderforening livskvalitetsundersøgelse 2021".



4. Parternes rolle i samarbejdet

Virksomheden forpligter sig med nærværende samarbejdsaftale til i aftaleperioden at støtte livskvalitetsundersøgelsen økonomisk. Organisationen forpligter sig til at gennemføre livskvalitetsundersøgelsen.

5. Tidsramme

Samarbejdet, hvis nærmere formål og omfang er beskrevet i pkt. 2 og 4, skal afvikles i perioden 15. oktober 2021 - 30. juni 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

Virksomhedens finansielle ydelse i henhold til nærværende samarbejdsaftale udgør et beløb på kr. 45.657. Beløbet er ekskl. moms.

7. Ikke-finansiell ydelse

Ej relevant.

8. Offentliggørelse

Nærværende samarbejdsaftale er offentligt tilgængelig på Virksomhedens hjemmeside www.roche.dk frem til 31. december 2022

Jf. Etisk Nævn for Lægemiddelvirksomheders vejledning til "Etiske regler for lægemiddelindustriens samarbejde med patientforeninger mv." skal det understreges, at patientforeninger på sin hjemmeside skal offentliggøre alle økonomiske fordele, herunder økonomiske sponsorater (pengebeløb) og naturalier, som foreningen 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 patientforeningen har modtaget den økonomiske fordel. Oplysningerne skal være tilgængelige på hjemmesiden i mindst to år.



9. Anvendelse af Organisationens navn

Organisationen accepterer, at Virksomheden anvender Organisationens navn i forbindelse med samarbejdet på Virksomhedens hjemmeside www.roche.dk.

10. Uafhængighed og habilitet

Parterne erklærer ved sin underskrift, at det står Organisationen frit at samarbejde med flere lægemiddelvirksomheder, ligesom Virksomheden 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.

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

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

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.

12. Lovvalg

Nærværende samarbejdsaftale er i enhver henseende underlagt dansk ret.

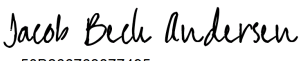
13. Konfliktløsning

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

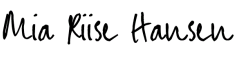


14. Underskrift

København, 13 oktober 2021

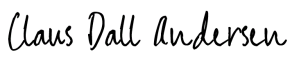
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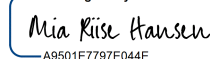
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