



Samarbejdsaftale

1. Parter

Mellem undertegnede

Roche a/s

(herefter kaldet "Virksomheden")

og

medundertegnede

Patientforeningen Lungekræft

v/Lisbeth Søbæk Hansen, formand

(herefter kaldet "Organisationen")

(herefter i fællesskab benævnt "Parterne")

er der indgået følgende aftale om samarbejde.

2. Samarbejdsaftalens formål

Formålet med samarbejdsaftalen er planlægning af og deltagelse i den politiske landskonference Kræft 360.

3. Samarbejdsprojektets navn

Samarbejdsprojektets navn er "Kræftkonference 360".



4. Parternes rolle i samarbejdet

Virksomheden forpligter sig med nærværende samarbejdsaftale til i aftaleperioden at samarbejde med Patientforeningen Lungekræft om den faglige planlægning og tilrettelæggelse af den politiske landskonference Kræft 360. Organisationens tilbydes videre at sende to repræsentanter til konferencen, herunder også at deltage i paneldebatter mv. Der er også mulighed for, at Organisationen får en "stand" på konferencen, hvor den kan uddele informationsmaterialer mv., ligesom den tilbydes at få sit logo på en roll-up sammen med de øvrige organisationer, der yder faglig rådgivning til konferencen. Virksomheden og Organisationen aftaler konkret, om Organisationen ønsker at have en "stand" og om den ønsker at få sit logo på en roll-up.

Organisationen forpligter sig med nærværende samarbejdsaftale til i aftaleperioden at yde faglig rådgivning i forbindelse med planlægning og tilrettelæggelse af den landspolitiske konference Kræft 360.

5. Tidsramme

Samarbejdet, hvis nærmere formål og omfang er beskrevet i pkt. 2 og 4, skal afvikles Børssalen mandag 3. februar 2020. 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

Ej relevant.

7. Ikke-finansiell ydelse

Ej relevant.

8. Offentliggørelse

Nærværende samarbejdsaftale er offentligt tilgængelig på Virksomhedens hjemmeside www.roche.dk frem til 31. august 2020.

Jf. Etisk Nævn for Lægemiddelvirksomheders vejledning til "Ethiske 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 logo

Det aftalt, at Organisationens logo kan anvendes ved annoncering, i programmer mv. om den politiske landskonference Kræft 360.

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

19 januar 2020

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Lisbeth Søbæk Hansen

4019BC982AC8426...

Lisbeth Søbæk Hansen

Formand for Patientforeningen Lungekræft

Hvidovre, 08 January 2020

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Morten Wiberg

BAAC4228DA60434...

Morten Wiberg

Kommunikationschef, Roche a/s

Hvidovre, 15 January 2020

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Claus Andersen

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Claus Dall Andersen

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