



Samarbejdsaftale

1. Parter

Mellem undertegnede

Roche a/s

(herefter kaldet "Virksomheden")

og

med undertegnede

Scleroseforeningen

(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 en række kvalitative interview af mennesker med NMO/NMOSD (neuromyelitis optica spectrum disorder).

3. Samarbejdsprojektets navn

Samarbejdsprojektets navn er "Kvalitative interview af mennesker med NMO".



4. Parternes rolle i samarbejdet

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

5. Tidsramme

Samarbejdet, hvis nærmere formål og omfang er beskrevet i pkt. 2 og 4, skal afvikles i perioden 1. maj - 30. juni 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

Virksomhedens finansielle ydelse i henhold til nærværende samarbejdsaftale udgør et beløb på kr. 72.000. Beløbet er ekskl. moms. Ydelsen dækker Organisationens udgifter til eksternt analysebureau, herunder koordinering, gennemførelse af 8 dybdeinterviews af ca. 60-90 minutters varighed inkl. spørgeguide samt udarbejdelse af rapport.

7. Ikke-finansiell ydelse

Ej relevant.

8. Offentliggørelse

Nærværende samarbejdsaftale er offentligt tilgængelig på Virksomhedens hjemmeside www.roche.dk frem til 31. december 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 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, 01 maj 2020

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Klaus Høm

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Klaus Høm

Direktør, Scleroseforeningen

Hvidovre, 01 May 2020

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Mia Riise Hansen

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Mia Riise Hansen

Kommunikationschef, Roche a/s

Hvidovre, 01 May 2020

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