

Standard clause for service agreement (b)

Service agreement between a pharmaceutical company and a healthcare professional or private limited of a healthcare professional as director-majority shareholder (hereafter collectively: “healthcare professional”)¹

Article [X] – Transparency; disclosure (personal) data

1. Parties acknowledge the principles and content of the Code of Conduct of the Foundation Code Medicine Advertising (hereafter: ‘CGR Code of Conduct’). In order to meet the aims of the CGR Code of Conduct, the financial relations on which paragraph 7.2 of this Code applies are processed and disclosed based on this article [X].
2. In case the total amount as a result of one or more (indirect) financial relations between the parties in a calendar year, which includes in any case the financial relationship which originates from this contract, between [name pharmaceutical company] and [name healthcare professional] exceeds € 500,- per calendar year, Parties will, to meet the requirements of the CGR Code of Conduct, disclose once per year within 6 months following the calendar year in which the financial relation originated disclose the following information on the financial relationship resulting from this contract:
 - (a) The nature of this agreement according to the selection table as enacted by the CGR and the calendar year wherein the agreement has been executed, which is [PM insert:], and
 - (b) [PM insert: the name as in the articles of association/ trade name, the registered address (street, postal code, place) and/or the Chamber of Commerce number of [name pharmaceutical company]], and
 - (c) [PM insert: name, field of expertise and working address (street, postal code, place) of [name healthcare professional who will actually render the services] and the total fee each separately paid/to be attributed to [name healthcare professional who will actually render the services] (excluding expenses) related to this contract, as well as, if applicable, the expenses paid to the healthcare professional.
3. Parties agree that [PM insert: name of one of the contracting parties] (hereafter also ‘Discloser’) to meet paragraph 2, will register the data listed in that paragraph in the thereto created central register for registration of financial relations in accordance with the by the CGR defined uniform reporting structure. The disclosure applies for a period of three years.
4. [Name pharmaceutical company] will [name healthcare professional], within 6 months after the calendar year ends, provide an annual statement on the, based on paragraph 2 and paragraph 3, to be disclosed or disclosed data. [Name pharmaceutical company] arranged adequate technical and organisational provisions to protect the processing of data for the implementation of this paragraph 2 against loss or any form of unlawful processing.
5. In no other than the previously defined situations [name pharmaceutical company] will disseminate and/or disclose to third parties the data of [name healthcare professional who will actually render the services and (in case applicable) his or her private limited] without prior consent of [name healthcare professional] unless and to the extent this dissemination and/or disclosure is necessary as a result of legislation and/or regulation, including the CGR’s self-regulation.

ⁱ Entering into (a) financial relationship(s) with a healthcare professional in person should be considered to be identical to entering into (a) financial relation with his/her personal private limited whereby the healthcare professional involved actually renders the service; these payments (to the healthcare professional in person and/or his/her private limited) must as a result be totaled for the amounts mentioned in paragraph 2 and it are data on the healthcare professional involved which must be disclosed.