

Standard clause for sponsoring agreements

Sponsoring agreement between a pharmaceutical company and a collaboration of healthcare professionals / institution in which healthcare professionals are employed

Article [X] – Transparency; disclosure information

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 paragraph 7.2 of the CGR Code of Conduct, the financial relations on which 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 collaboration of healthcare professionals / institution] 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: [the name as in the articles of association/ trade name] and the registered address (street, postal code, place) [and/or] Chamber of Commerce number of [name collaboration of healthcare professionals / institution) and the to that paid amount resulting from this Contract].
3. Parties agree that [name pharmaceutical company. If the contract has been concluded with a party outside of Europe, PM insert: name of one of the contracting parties] 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 collaboration of healthcare professionals / institution] 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 4 against loss or any form of unlawful processing.
5. In no other than the previously defined situations [name pharmaceutical company] will distribute and/or disclose to third parties the data of [name collaboration of healthcare professionals / institution] without prior consent of the [name collaboration of healthcare professionals / institution] involved, unless and to the extent this distribution and/or disclosure is necessary as a result of legislation and/or regulation, including the CGR's self-regulation.