

Standard clause for service agreements (A)

Service agreement between a pharmaceutical company and a collaboration of healthcare professionals or an institution in which healthcare professionals are employed

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 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 as referred to in art. 7.2.1 of the CGR Code of Conduct 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: name, field of expertise and working address (street, postal code, place) of [name/names of the healthcare professional(s) who will actually render the services] and the total fee (excluding VAT) each separately to be attributed to [name healthcare professional that actually renders the services] related to this contract, as well as, if applicable, the expenses (including VAT) paid (or contractually agreed upon) to the healthcare professional, only if the limit of € 500,- is exceeded in the relation between the healthcare professional(s) and [name pharmaceutical company] and/or
 - (d) [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 collaboration of healthcare professionals /institution], the total (paid or agreed upon) expenses (including VAT) and – when the total fee cannot be attributed to one or more healthcare professional(s) who will actually render the services – the total fee that is paid (excluding VAT)].
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] (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 collaboration of healthcare professionals /institution and - if applicable – the name of the healthcare professional who will actually

[render the services] within 6 months after the calendar year ends provide an annual statement on the, based on paragraph 2 and paragraph 1, 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/names healthcare professional(s) who will actually render the services] and [name collaboration of healthcare professionals/ institution] without prior consent of the person or party involved, 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.