



Samarbejdsaftale

1. Parter

Mellem undertegnede

Roche Pharmaceuticals a/s

(herefter kaldet "Virksomheden")

og

medundertegnede

ALK Positive Danmark

(herefter kaldet "Organisationen")

(herefter i fællesskab benævnt "Parterne")

er der indgået følgende aftale om samarbejde.

2. Samarbejdsaftalens formål

Formålet med samarbejdsaftalen er, at Roche Pharmaceuticals overdrager rettighederne til domænet www.alkpositiv.dk til organisationen.

Baggrunden er, at Roche for nogle år siden erhvervede sig domænet, men ikke har planer om at anvende det. Organisationens ønsker derimod at benytte domænet til sin online-tilstedeværelse på internettet.

3. Samarbejdsprojektets navn

Samarbejdsprojektets navn er "Overdragelse af domæne"



4. Parternes rolle i samarbejdet

Virksomheden forpligter sig med nærværende samarbejdsaftale til at overdrage rettighederne af domænet www.alkpositiv.dk til organisationen.

Organisationen forpligter sig til at overtage domænet, når Roche overdrager det.

5. Tidsramme

Samarbejdet, hvis nærmere formål og omfang er beskrevet i pkt. 2 og 4, skal afvikles i marts 2023. Parternes rettigheder og forpligtelser i henhold til nærværende samarbejdsaftale løber fra underskriftdato og indtil samarbejdsaftalens forpligtelser er opfyldt, medmindre andet udtrykkeligt er aftalt.

6. Finansiell ydelse

N/A

7. Ikke-finansiell ydelse

Organisationen får overdraget rettighederne til fremover at benytte domænet www.alkpositiv.dk

8. Offentliggørelse

Nærværende samarbejdsaftale er offentligt tilgængelig på Virksomhedens hjemmeside www.roche.dk frem til 31. september 2023.

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 Organisationens 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 Organisationens, 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, 11 March 2023

DocuSigned by:
Irfan Gilani
21356236EA2C488...

Irfan Gilani

Formand, ALK Positive Danmark

København, 07 March 2023

DocuSigned by:
poul Riese
91A12969174A416...

Poul Riese

*Patient Partnership Lead,
Roche Pharmaceuticals a/s*

10 marts 2023

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Jonas Kierkegaard
5DC517EB200B440...

Jonas Fiedler Kierkegaard

*Head of Partnership & Digital,
Roche Pharmaceuticals a/s*

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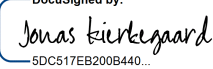
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 Company Name: F. Hoffmann-La Roche Ltd

Jonas Kierkegaard
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 Head of Innovation Lab
 Security Level: Email, Account Authentication (None)

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 Company Name: F. Hoffmann-La Roche Ltd

Irfan Gilani
 irfan@alkpositive.dk
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