

between

FAKS - Foreningen Af Kroniske Smertepatienter / The Danish Association For Chronic Pain Patients.  
Urtehaven 76, kld,  
2500 Valby,  
DENMARK  
Hereinafter referred to as "FAKS"

and

Grünenthal GmbH  
Zieglerstraße 6  
52078 Aachen  
GERMANY  
Hereinafter referred to as „ GRÜNENTHAL "

**Preamble:**

FAKS is a non-diagnosis-specific association, founded in 1990. FAKS aims to:

1. Raise awareness and make society acknowledge, that pain is a severe disorder and economic burden, limiting the quality of life, and therefore pain relief should be a top priority of the health care system.
2. Continuously advocate the issues related to pain care and influence politicians, social and healthcare workers by keeping an open dialog about chronic pain and pain treatment.
3. Continuously gain knowledge and provide information to chronic pain patients on the subject of chronic pain and management.
4. Create a social network for chronic pain patients and their relatives, allowing room for the individual no matter what diagnosis.
5. Acknowledge that chronic pain also puts great strain on family and relatives, thus aiming to provide a space, where they too can interact and exchange knowledge.
6. Provide guidance and coping strategies for chronic pain patients, stimulating them to take control of their pain and live an active life after all.

GRÜNENTHAL is a global pharmaceutical company with long time experience in the development of innovative analgesics. Since "pain" is one of the key areas of GRÜNENTHAL, GRÜNENTHAL is highly engaged in the pain research and development and is providing medicinal products against pain. The product portfolio of GRÜNENTHAL covers a broad line of products for chronic as well as acute pain, including products for nociceptive and neuropathic pain. Therefore, it is very important for GRÜNENTHAL to assess the needs and hurdles related to pain care from different perspectives and stakeholders (physicians, patients, socioeconomic framework etc.).

Against this background, European Federation of IASP chapters (EFIC®) as well as GRÜNENTHAL are firmly convinced of the importance of discussing the 'Societal Impact of Pain' with authorities, insurances, budget holders, strategic decision makers within national health care systems, advocacy groups and healthcare professionals.

In order to address the societal impact of pain with all stakeholder groups involved, the EFIC® and Grünenthal intend to organise a symposium entitled SIP 2012. For this purpose EFIC® and GRÜNENTHAL have agreed on the following collaboration:

**The scientific framework of SIP 2012 is designed under the responsibility of the European Federation of IASP® Chapters (EFIC®). The pharmaceutical company Grünenthal GmbH is responsible for funding and non-financial support (e.g. logistical support).**

The Symposium shall take place in Copenhagen, Denmark (on May 30<sup>th</sup> and 31<sup>st</sup>, 2012).

**Purpose of the Agreement**

As the objectives of FAKS are supported by the planned Symposium on the Societal Impact of Pain, FAKS has offered to act as the Danish host for the Symposium SIP 2012.

In view of scarce organizational and personnel resources of FAKS, GRÜNENTHAL is responsible for funding and non-financial support (e.g. logistical support). Both Parties make their respective contributions to the Symposium on their own behalf and in their own interest.

Both parties respect **European Federation of IASP® Chapters (EFIC®)** as being solely responsible for the scientific framework and the program of the SIP 2012 Symposium.

Both parties agree that during the SIP 2012 symposium there will be no place for advertisement nor promotion of medical products.

Now, therefore, the Parties agree to the following:

**Responsibilities and obligations of FAKS**

- 1.1 FAKS will act as host during the entire SIP symposium 2012 including the opening and closing sessions.
- 1.2 FAKS will assist and moderate with communications towards the Danish authorities on the objectives of the symposium.
- 1.3 FAKS representatives will be available for Danish media communications related to the symposium.
- 1.4 FAKS will review Danish communication materials.
- 1.5 FAKS will deliver input for press and media materials and review them from a Danish pain patient perspective.
- 1.6 FAKS will delegate representatives to actively participate in the program (e.g. opening and closing session).
- 1.7 FAKS will invoice a registration fee to those participants not invited by EFIC, GRÜNENTHAL or FAKS. FAKS is responsible for the correct fiscal declaration of the registration fees invoiced.

**Responsibilities and obligations of GRÜNENTHAL**

2. GRÜNENTHAL is responsible for logistics, support and organisation of the Symposium, which includes the following:
  - 2.1 GRÜNENTHAL shall arrange and pay the costs for the event organisation including participants' and speakers' invitation and registration.
  - 2.2 GRÜNENTHAL shall pay for the travel and accommodation of the Symposium speakers, persons named on the program (chairs, moderators, workshop secretaries, rapporteurs) and the scientific guests invited due to their special knowledge on the topic of the Symposium within the compliance, transparency and anti-corruption regulations as defined in the code of conduct of the European Federation of Pharmaceutical Industries and Associations ("EFPIA").
  - 2.3 In order to ensure the representation of Danish Chronic Pain Patients at the SIP Symposium it is of utmost importance that the FAKS representatives actively attend the Symposium, interact in discussions and play a significant role in the briefing of the speakers. GRÜNENTHAL will therefore reimburse the costs for hotel accommodation for 5 FAKS board members in order for them to actively participate.

- 2.4 GRÜNENTHAL will commission a third Party to assist on media and press management prior to, during and after the Symposium. GRÜNENTHAL will produce materials for advertisement and promotion of the Symposium.
- 2.5 During SIP 2012 GRÜNENTHAL will not make any advertisement or promotion for its pharmaceutical products at the event.

### 3. Financial commitment

- 3.1 Parties collaborate on a partnership base. Neither Party receives remuneration from the other Party. The value of the support mentioned in articles 2.1 to 2.5 for SIP 2012 by GRÜNENTHAL is limited to a maximum of 125.000 € (one hundred and twenty-five thousand Euro). In return FAKS, being the host of the Symposium, provides its unique expertise from a pain patient's perspective, from the Danish health care perspective as well as the support mentioned in Article 1.1 to 1.7.

### 4. Duration

- 4.1 This Agreement becomes effective upon last signature by the Parties.
- 4.2 The Agreement automatically expires on 31 December, 2012.

### 5. Transparency and compliance with laws

- 5.1 In order to apply full transparency according to the EFPIA code both, FAKS and GRÜNENTHAL agree to have the following sentence on all communications referring to the Symposium: "*The SIP 2012 symposium is hosted by the Danish Association for Chronic Pain Patients (FAKS). The scientific framework of SIP 2012 is designed under the responsibility of the European Federation of IASP® Chapters (EFIC®). The pharmaceutical company Grünenthal GmbH is responsible for funding and non-financial support (e.g. logistical support).*" Furthermore, the logo of EFIC, FAKS as well as GRÜNENTHAL will jointly be displayed on all communications referring to the Symposium.
- 5.2 The Parties are also allowed to publish their involvement in the Symposium according to transparency requirements (e.g. the EFPIA code).
- 5.3 The Parties shall perform their responsibilities and obligations under this Agreement observing all applicable laws and regulations, including but not limited to local and applicable foreign laws on corruption and rules of the EFPIA, analogous national Codes as well as internal guidelines. The Parties' obligation to observe all applicable laws and regulations includes requiring associated persons and other relevant third parties to observe such laws in the performance of services related to this Agreement.

### 6. Use of logos on materials

- 6.1 Each Party grants to the other Party the right to use the first named Party's logo in connection with the Symposium materials. Updated versions of the logos can only be used after prior written approval of the first named Party.
- 6.2 The use of local versions in European member states of the Symposium materials is planned by GRÜNENTHAL. For translations into local languages without any changes in content or design, the logos of the Parties may be used without prior approval. Translated materials will be sent to the other Party for information. In case of necessary adjustments in the content or design of the materials for local implementation, the use of the logos is subject to prior approval by each Party.

### 7. Symposium Results, Publication

- 7.1 Both Parties are entitled to use the Symposium materials and communications for The Parties have the exclusive right to communicate and publish the results of the Symposium for scientific, promotional as well as advertising purposes. Each communication and publication of one Party will be coordinated with the other Party.
- 7.2 In respect of transparency and in return for the abovementioned support, GRÜNENTHAL will be mentioned as sponsor on materials produced by or on behalf of FAKS referring to sponsorships (e.g. on the FAKS website as well as on print materials). Intended publication of the GRÜNENTHAL logo must have the written consent of GRÜNENTHAL as described in Article 6.1.
- 7.3 Grünenthal reserves the right to publish, as mentioned in Article 5.2, any financial and non-financial support to FAKS based on this Agreement.

### 8. Independence and conflict of interest

- 8.1 FAKS shall be free to collaborate with several pharmaceutical companies and GRÜNENTHAL shall be free to collaborate with one or more other organisations. The relationship between the Parties shall not involve exclusive rights with respect to specific products or therapeutic areas.
- 8.2 GRÜNENTHAL shall not impose conditions for FAKS professional viewpoints or policies.
- 8.3 GRÜNENTHAL warrants that it has no executive duties in FAKS that have any significance for the present Agreement.

### 9. Breach of Agreement

- 9.1 If one of the Parties is in breach of its obligations under this Agreement, and such breach remains uncured for thirty (30) days after written notice thereof by the non-breaching Party, the non-breaching Party may terminate the Agreement with immediate effect and the latter Party shall be entitled to seek legal redress for breach of agreement, including a claim for compensation irrespective of whether or not the Agreement shall have been terminated.
- 9.2 This Agreement shall be subject in every respect to German law. Aachen, Germany, is exclusive place of jurisdiction for disputes arising from or relating to this Agreement.

This Agreement is made independent of any procurement decision, in particularly any procurement decision action which connects GRÜNENTHAL or its products with the sponsorship under this Agreement.

On behalf of \_\_\_\_\_ Date, 9/2 2012

FAKS- Foreningen Af Kroniske Smertepatienter

*Pia Fredriksen*

**Collaboration Agreement on the symposium SIP 2012 29-31 May 2012 – FAKS & GRÜNENTHAL**


---

Pia Pia Frederiksen  
Formand

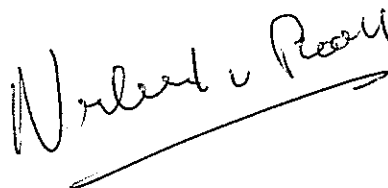
---

On behalf of  
Grünenthal GmbH:

Date, 2012



Dr. Alberto Grua  
Grünenthal GmbH  
Europe & Australia  
Executive Vice President



Norbert van Rooij  
Grünenthal GmbH  
Europe & Australia  
Governmental Affairs and Health Policy,

---



"Præcisering af ovenstående kontrakt mellem FAKS og Grünenthal angående symposiet Societal Impact of Pain 2012:

Som angivet i kontrakten punkt 1.7 vil FAKS få udbetalt et beløb svarende til deltagerbetaling fra deltagere, der ikke er forudinviteret af EFIC, Grünenthal eller FAKS. Dette er som en compensation/godtgørelse for FAKS' arbejde som værter og patientviden.

Dette blev i realiteten til 2.400 euro svarende på daværende tidspunkt til 17.834,64 kr.

I tillæg hertil vil Grünenthal støtte SIP'en i ikke-kommerciel forstand i form af administrativ hjælp, organisering, logistik mv jvf. punkt 2 i kontrakten. Denne støtte vil maksimalt svare til 125.000 euro jvf. punkt 3.1.

Grünenthal har opgivet til LIF- Lægemedel Industri Foreningen- at denne ikke-kommercielle støtte svarede til 932.600 kr.

Som det fremgår af punkt 3.1 i kontrakten indbefatter den Ikke-kommercielle støtte, at dette beløb ikke er blevet udbetalt til FAKS og ej heller indgår i vores regnskab."