

## Terms & Conditions

### Spain

#### Preamble

The following Terms & Conditions govern and apply to your use and/or reliance upon this ADVANZ PHARMA AVEP website (*hereinafter referred to as the "Site"*) maintained by ADVANZ PHARMA International Sàrl including its wholly owned subsidiaries (*together, referred to as "ADVANZ PHARMA"*) – in collaboration with IHMA Europe Sàrl - for the ordering of In Vitro Diagnostics (IVD) materials for pathogens susceptibility testing (*hereinafter referred to as the "Materials"*).

Use of this Site for the ordering of the Materials is subject to the Terms and Conditions set forth herein which form a contract between you and ADVANZ PHARMA, and all applicable laws, statutes, and/or regulations. Your registering for enrolment and completion of the request form (*hereinafter referred to as the "Request Form"*) on the Site for ordering the Materials indicate your acceptance of these Terms and Conditions and the provision by ADVANZ PHARMA of the Materials in the conditions below.

#### This having been set out, it has been settled as follows:

##### 1. Purpose

These Terms and Conditions are intended to define the conditions of the collaboration between you - the Healthcare Institution (*hereinafter the "Beneficiary"*) - and ADVANZ PHARMA for the implementation of the Programme for the Optimal Use of Antibiotics (PROA) designed in Spain to implement the National Plan to tackle Resistance to Antibiotics (PRAN) and the supervision and rational use of antibiotics. In the context of this collaboration, for which no payment will be made, both parties will provide material and human resources in order to achieve a common goal related to the care of patients.

ADVANZ PHARMA will provide at no cost the Materials upon express request of the Beneficiary via the Request Form on the Site (*hereinafter the "Support"*).

The Materials are provided only to Healthcare Institutions and only for the **purpose of general epidemiological research**. The Beneficiary will not use or pass on the Materials for any other purposes and will instruct its personnel accordingly.

The Beneficiary will contribute by testing and analysing the pathogens susceptibility to improve the correct use of antibiotics. The Beneficiary undertakes to share with ADVANZ PHARMA the results of its analysis and testing (*hereinafter the "Results"*) directly on the Site.

- 1.1. In respect of Personal Data disclosed by Organisation and/or its Personnel in connection with this Agreement, Advanz Pharma shall comply fully with its obligations under applicable Privacy and Data Protection Requirements and in particular shall access and process such Personal Data for purposes connected with provision of the Services and in accordance with Advanz Pharma's Privacy Notice which is <https://www.advanzpharma.com/privacy-policy>. In particular, Organisation consents and shall procure that its Personnel consents to Advanz Pharma holding and processing Personal Data relating to them for legal, personnel, administrative and management processes and in particular to the processing of Personal Data, including "sensitive personal data", including:

- 1.1.1.transfers of value in accordance with the EFPIA Code of Practice as the same may be amended from time to time and as implemented locally in accordance with applicable national codes; and
    - 1.1.2.information relating to any criminal proceedings in which its Personnel has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
  - 1.2. In respect to Personal Data disclosed pursuant to above clause:
    - 1.2.1.Organisation consents and confirms that its Personnel consents to Advanz Pharma making such Personal Data available to its Affiliates, those who provide products or services to Advanz Pharma (such as advisors), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Advanz Pharma (or its Affiliates) or any part of its business; and
    - 1.2.2.Organisation consents and confirms that its Personnel consents to the transfer such Personal Data to Advanz Pharma's Affiliates and business contacts outside of the UK, EEA or applicable country in order to further its business interests.
  - 1.3. In respect of Personal Data disclosed to Organisation in connection with this Agreement (and whether disclosed by Advanz Pharma, its Affiliates, data subjects or otherwise), Organisation will comply fully with the obligations of applicable Privacy and Data Protection Requirements , and in particular shall:
    - 1.3.1.take all reasonable technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage;
    - 1.3.2.at all times keep in confidence such Personal Data and shall not disclose any Personal Data to any third party without Advanz Pharma's prior written consent;
    - 1.3.3.have access and shall process to the Personal Data only on written instructions of Advanz Pharma;
    - 1.3.4.except as required for the provision of the Services, not retain any copy, abstract, precis or summary of any of the Personal Data; and
    - 1.3.5.not transfer the Personal Data outside of the UK, EEA or applicable country without Advanz Pharma's prior written permission.
  - 1.4. Organisation shall promptly and within the timescale specified by Advanz Pharma, take all steps required and communicated in writing to it by Advanz Pharma that Advanz Pharma reasonably considers are necessary in order to comply with Advanz Pharma's own obligations under applicable Privacy and Data Protection Requirements.
  - 1.5. Organisation shall promptly notify to Advanz Pharma in writing and take reasonable steps to protect and recover Personal Data if it becomes aware of any unauthorised, unlawful or dishonest conduct or activities or any breach of the terms of this Agreement relating to Personal Data.

## 2. Representations and warranties

**The Beneficiary and ADVANZ PHARMA (*hereinafter the "Parties"*) hereby declare and confirm that the Support is concluded independently from any business transactions and decision in relation to ADVANZ PHARMA's products and that the Support is meant for a collective purpose of supporting healthcare and care given to patients.**

**It shall not grant, directly or indirectly, any individual benefit to healthcare professionals and in any way constitute for the Beneficiary an inducement to, or reward for recommending, promoting, prescribing, purchasing, supplying, selling, administering or taking any decisions favorable to any medicinal products of ADVANZ PHARMA.**

Therefore the Beneficiary declares and guarantees that:

- The request and order of the Materials do not infringe any applicable legal/regulatory provision or internal rule of the Beneficiary and that any required authorization and/or formality have been obtained or performed.
- They will be the sole beneficiary of the Support provided by ADVANZ PHARMA under these Terms and they will not grant, directly or indirectly, any individual benefit to one or more healthcare professionals.
- They will use the Materials for collective purpose only and the use of the Materials will benefit to the care of patients.
- In return of the provision of the Materials the Beneficiary undertakes to provide ADVANZ PHARMA with the Results directly on the Site.
- They will use the Materials in a manner that is fully independent of ADVANZ PHARMA. The fact of receiving the Materials does not impose any obligation on the Beneficiary to promote or encourage in any way or form the prescription, recommendation, purchase, provision, sales, or administration of ADVANZ PHARMA's products.
- The ordering and use by the Beneficiary of the Materials is not dependent upon the prescription, recommendation, purchase, provision, sales, or administration of ADVANZ PHARMA's products. The Beneficiary remains free to purchase different antibiotics available on the market and in any case the eventual purchase of ADVANZ PHARMA's products by the Beneficiary must comply with any applicable legal provisions including in particular public tender rules. The Support must not be a means to circumvent the rules on public tenders

### **3. Governing law**

The following Terms & Conditions shall be governed by the Swiss Laws.

**The above is agreed to and accepted by the Parties.**

**By clicking on the button "Submit Registration" you agree to these Terms and Conditions.**

