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University of Nottingham  
Health Protection and Epidemiology  
Division of Epidemiology & Public  
Health  
Clinical Sciences Building  
City Hospital  
Nottingham  
UK  
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Basel, 24 September, 2010

### **Sponsorship for University Of Nottingham**

Dear Dr

We are referring to your request dated 5<sup>th</sup> July 2010 for financial support to be provided to your department in its activities in the area of pandemic influenza.

Due to your expertise in the range of epidemiology, we would like to confirm our commitment to support these activities (hereinafter referred to as "TOPIC") in this Letter of Agreement as follows:

#### **1. Sponsorship**

UNIVERSITY OF NOTTINGHAM is free to decide on the application of the sponsorship within the scope of the TOPIC.

UNIVERSITY OF NOTTINGHAM releases ROCHE from any liability for loss, expense, cost (including attorney's fees), liability, damage or claim incurred by it arising out of the use of the sponsorship.

## **2. Payments**

**(Note: Commercially sensitive information has been removed in the published version of the contract)**

## **3. Purpose and Compliance with Laws**

The sponsorship is

- (a) not for the purpose of promoting any product;
- (b) consistent with any applicable laws and regulations;
- (c) not contingent on the purchase, or supply of any Roche products;
- (d) not intended for personal benefit or use; and
- (e) intended to allow UNIVERSITY OF NOTTINGHAM to supplement its activities ultimately leading to enhanced patient care.

UNIVERSITY OF NOTTINGHAM acknowledges that ROCHE is not providing the sponsorship with any intention to induce, influence or reward the past, present or future prescribing, supply, purchasing or recommending of any Roche product (including formulary recommendations).

## **4. Relationship between ROCHE and UNIVERSITY OF NOTTINGHAM**

No employee or representative of either party shall have any authority to bind the other party to this Letter Agreement for any sum or in any manner whatsoever without said party's prior written approval. For all purposes UNIVERSITY OF NOTTINGHAM's relationship to ROCHE under this Letter Agreement shall be that of an independent contractor. Therefore, ROCHE does not, in particular but not limited to pay or guarantee any salary to UNIVERSITY OF NOTTINGHAM employees. UNIVERSITY OF NOTTINGHAM is as employer solely responsible for all salary payments, related income as well as payroll associated taxes pension contributions and insurance as required by law etc.

## **5. Publicity**

Neither party shall use or publish any of the other party's name in promotion or advertising without the prior written consent of the named party. This Letter Agreement does not entitle any party to use the trademarks of the other party.

UNIVERSITY OF NOTTINGHAM understands that ROCHE is committed to full transparency and asks that UNIVERSITY OF NOTTINGHAM acknowledge this support as appropriate and if asked.

ROCHE is free to describe the collaboration in list publications and/or on its website for as long as it is ongoing and for one (1) year after the collaboration has ceased.

## **6. Miscellaneous**

By signing this Letter Agreement UNIVERSITY OF NOTTINGHAM attests that UNIVERSITY OF NOTTINGHAM is entitled to enter into the Letter Agreement with ROCHE and that this Letter Agreement does not violate UNIVERSITY OF NOTTINGHAM's obligations toward third parties or any applicable laws.

UNIVERSITY OF NOTTINGHAM warrants that UNIVERSITY OF NOTTINGHAM will comply with all applicable laws, government or industry regulations with respect to the sponsorship. Furthermore UNIVERSITY OF NOTTINGHAM confirms that it has followed its internal approval processes with respect to all matters in relation to the sponsorship including application for, review and provision of the sponsorship.

Should, during the term of this Agreement, a situation occur under which the TOPIC is abandoned or stopped UNIVERSITY OF NOTTINGHAM will immediately consult with ROCHE. The parties will assess the given situation and based on the new circumstances they will agree on a mutually satisfactory solution.

UNIVERSITY OF NOTTINGHAM has no right to assign this Letter Agreement or any part thereof to any third party without the prior written approval of ROCHE.

This Letter Agreement embodies the entire understanding among the parties and supersedes all prior written or oral agreements between the parties.

No amendments or changes of this Letter Agreement shall be binding upon either party unless in writing and signed by both parties.

ROCHE shall be notified expeditiously if any evidence should be found that has the potential to affect the risk-benefit of a Roche medicinal product during the conduct of the TOPIC undertaken with this sponsorship.

## **7. Applicable Law and Jurisdiction**

This Letter Agreement will be governed by and construed for all purposes in accordance with the substantive laws of Switzerland.

The parties shall attempt to settle all disputes arising out of or in connection with the present Letter Agreement in an amicable way. In case a controversy cannot be settled amicably the matter shall be decided by the ordinary Courts of Basel-City.

May we kindly ask you, as a token of your agreement with the above, to sign the enclosed copy of this Letter of Agreement and return it to ROCHE.

Yours sincerely,

F. Hoffmann-La Roche Ltd

Agreed:

Nottingham,

University Of Nottingham

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Date



Dr Jonathan Van Tam  
University of Nottingham  
Clinical Sciences Building , City Hospital  
Nottingham, NG5 1PB  
UK

21 July 2011

Clarifications on Roche Sponsorship of University of Nottingham on departmental activities related to pandemic influenza dated 24<sup>th</sup> September 2010.

Dear Dr Van Tam

Further to your enquiry as to the restrictions that might be imposed by Roche on subsequent publications and notifications and access to the database, we write to assure you that Roche has reviewed your points of concern and can confirm the following:

Roche will not place any restrictions on publication of the work. You are free to draft and publish your findings without seeking permission from Roche, as agreed during our initial discussions and hence the type of unrestricted grant approach the sponsorship attempts to deliver.

That the notification with respect to clause 6 is related to safety and it specifically states that "if any evidence should be found that has the potential to affect the risk - benefit of a Roche medicinal product" (safety related) you are obliged to inform us. We believe this is in the interest of all parties and the public and should remain so.

We understand that your work will involve compilation of a database and that there should be clarity that Roche will not get or have access to the database . With this letter we confirm the sponsorship agreement does not envisage or allow access by Roche to such a database thus your concern is unfounded.

We hope these points clarify our intention to be as "hands - off" as legally permitted and that your work in the area continues to progress.

Sincerely,

F. Hoffmann-La Roche Ltd

James R Smith  
International Medical Leader

Don Maclean  
Tamiflu Life Cycle Leader