



## Bayer's EFPIA reporting relevant terms & conditions

<p><b>1.1 Additional Services – Reporting of transfers of value to HCPs and HCOs</b></p> <p>[SUPPLIER] agrees to report to BAYER or to any of its Affiliates the following <b>Transfers of Value</b> that are covered by the EFPIA Disclosure Code. This includes any transfer of Value that is made on behalf of Bayer, whether for promotional purposes or otherwise, in connection with the development and sale of prescription-only Medicinal Products exclusively for human use. This includes the following:</p> <ul style="list-style-type: none"> <li>• the payments made by [SUPPLIER] to Healthcare Professionals (HCPs) and Health Care Organizations (HCOs) with primary practice in an EFPIA-Member Country on behalf of Bayer</li> <li>• any costs for travel and accommodation of HCPs in connection with any activity covered by the EFPIA Disclosure Code (participation in events or in connection with services provided to BAYER) and</li> <li>• any congress registration or participation fees or alike covered for HCPs or HCOs with primary practice in an EFPIA member Country</li> </ul>	<p><b>1.4 Submission of invoice and reporting template</b></p> <p>Invoices shall be sent to: <b>[insert LE address; as today]</b></p> <p>The completed reporting template shall be sent to Bayer's Shared Service Center. The e-mail address will be provided to you together with the template.</p>
<p><b>1.2 Requirements for invoice split and reporting of details</b></p> <p>In order to facilitate such reporting, BAYER has split the purchase order to [SUPPLIER] according to the relevant EFPIA reporting categories, for which services are ordered. Furthermore, BAYER will provide [SUPPLIER] with a reporting template – preferably in an electronic version – which needs to be used to provide the abovementioned information in the necessary level of detail. Amounts are to be stated as net amounts in the reporting template.</p> <p>The invoice provided by Contract Partner [SUPPLIER] to BAYER for the services provided needs to be split according to this purchase order. Furthermore, the invoice must contain a reference to this purchase order by stating the purchase order number.</p> <p>The filled reporting template is to be provided together with invoices submitted in accordance with above mentioned requirements. The invoice items and the completed reporting template must be consistent, i.e. the detailed cost split must match with the total net amounts stated in the invoice per category.</p> <p>The same rules shall apply to any credit note that is issued by Contract Partner.</p>	<p><b>1.5 Right of retention</b></p> <p>Unless regulated differently by applicable laws, Bayer is entitled to withhold payments for Services in the following cases:</p> <ul style="list-style-type: none"> <li>• The invoice is not in line with the requirements stated above.</li> <li>• The reporting template is not provided.</li> <li>• The data in the reporting template and in the invoice are not consistent, i.e. the detailed cost split does not match the total net amounts stated in the invoice.</li> </ul> <p><b>1.6 Data Privacy</b></p> <p>[SUPPLIER] also agrees to observe all applicable laws and regulations concerning data protection when transferring the relevant information to Bayer.</p>
<p><b>1.3 Payment terms</b></p> <p>Payments will be made based on the date both an undisputed invoice and a corresponding complete reporting template are received by BAYER.</p>	<p><b>1.7 Severability Clause</b></p> <p>If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.</p>