**Assignment Agreement**

by and between

**Assignor**(”Assignor”) Adress, Postal adress, City Reg.nr.

*(all fields to be filled in)*

and

**Assignee** (”Assignee”) Adress, Postal adress, City Reg.nr/Civic nr.

*(all fields to be filled in)*

and

**Principal** (”Principal”) Adress, Postal adress, City Reg. nr.

(*details to be provided if Alternative c or d below is selected in Section 5 or if the Assignee is an employee fully or partly of a county council. All fields to be filled in*).

**1. Background**

Background

*(Provide a brief description of the background to the Assignment)*

**2. Specification of the Assignment and time frames (”Assignment”)**

Assignment

*(Specify which tasks are to be performed, delivery dates/milestones, quality standards to be met (if any) etc.)*

**3. Name of person responsible for performing the Assignment (”Performer”)**

**Performer** Working adress, Postal adress, City Civic nr.

(*To be filled out if the Assignee is a company. All fields to be filled out*)

**4. Assignor's Contact person**

**Contact person** Contact details Contact details

*(Name, contact details to be provided)*

1. **Remuneration** **and payment terms**

*(Tick* ***one*** *of the alternatives Alt1/Alt2 below and enter the remuneration in the applicable section. Also tick* ***one*** *of the alternatives a/b/c/d below)*

Remuneration for Assignments performed during the course of duty shall always be paid to the Principal, Alt 2/c/ below, in accordance with the agreement between SKL (the Swedish Federation of County Councils) and LIF (the Swedish trade association for the research-based pharmaceutical industry), effective as of 1 January 2015.

*Alt 1.*

As full and final payment for carrying out the Assignment, the Assignor shall remunerate the Assignee with an amount of       SEK in total (”Remuneration”), which shall include expenses (if any) which arise in connection with the Assignment. The Remuneration shall be paid in accordance with the alternative selected below. VAT may apply.

*Alt 2.*

In return for carrying out the Assignment, the Assignor shall pay an amount of       SEK (”Remuneration”). Reimbursement for expenses shall be provided in accordance with the Principal's collective agreement for travel and travel allowance and shall continuously be invoiced and remunerated by the Assignor. In the event that no Principal exists, expenses for travel and travel allowance shall be reimbursed in accordance with the Swedish Tax Agency's rules on deductable amounts. Remuneration shall be paid in accordance with the alternative selected below. VAT may apply.

1. Remuneration is paid to the Assignee (when the Assignee is an individual), with preliminary taxes deducted on such part of the Remuneration that constitutes payment for the Assignment. Assignor is to pay social security charges for the Remuneration. Assignee's civic number and account number shall always be stated on the submitted payment verification.

1. Remuneration is paid to a legal person. Reg. nr. and VAT nr. for the legal person as well as details of the corporate tax certificate is to be stated on the invoice. Remuneration includes social security charges and other taxes (if any).

1. Remuneration is paid against invoice to the Principal. Remuneration includes social security charges and taxes (if any).

1. No Remuneration is paid to any party.

Invoicing shall be done within 3 months following the expiration of the Assignment. The invoiced amount is to be paid within 30 days following the Assignor's receipt of the invoice. The invoice shall be sent to:

State       as reference on the invoice.

State       as order number on the invoice *(if applicable)*

**6 Confidentiality**

In the event the Assignment involves handling confidential information regarding the Assignor's business, a separate confidentiality agreement shall be entered into and signed by the Assignee.

**7 Transparency**

**7 a) Public Disclosure of Transfers of Value**

The Assignee is aware that the Assignor, in order to comply with chapter 2, section 3 (Sw. *Kapitel 1, Avdelning 3*) of the Ethical Rules for the Pharmaceutical Industry in Sweden, will disclose to the public all direct and indirect transfers of value made to the Assignee.

[***The Assignee is an individual or a sole proprietorship (Sw. enskild firma) and has not previously given his/her consent to public disclosure***

For information regarding and consent to the Assignor's processing of the Assignee's personal data (if the Assignee is an individual or a sole proprietorship) in order to fulfil its disclosure obligations, please see Appendix 1.]

[***The Assignee is an individual or a sole proprietorship (Sw. enskild firma) and has previously given his/her consent to public disclosure***

The Assignor will process the Assignee's personal data in order to fulfil its disclosure obligations based on the Assignee's previously given consent on [◆].]

**7 b) Transparency and declaration of challenge**

The Assignee shall declare that he or she is a consultant to the Assignor when writing or speaking in public about a matter that is related to the Assignment.

The Assignee shall also be transparent with the Assignment in relevant situations as for example at assignments on behalf of authorities or expert bodies and include this in relevant declaration of challenge.

**8 Processing of Personal Data**

[***The Assignee is an individual or a sole proprietorship (Sw. enskild firma)***

The Assignor collects the following categories of personal data in connection with the Assignment Agreement: name and contact details. The information is necessary in order for the Assignor to be able to administrate the contractual relationship between the parties and in order for the Assignor to perform its obligations under this Assignment Agreement in relation to the Assignee.]

[***The Assignee is a company***

The Assignor collects the following categories of personal data in relation to the Assignee's employees and potential other individuals involved in the Assignment in connection with the Assignment Agreement: name and contact details. The personal data will be processed by the Assignor based on a balancing of interest test in order to satisfy the Assignor's legitimate interest of administrating the contractual relationship with the Assignee. The Assignee is obligated to ensure that the Assignee's employees and potential other individuals involved in the Assignment whose personal data is processed by the Assignor have received information regarding the Assignor's processing of personal data in accordance with this section.]

The Assignor is the data controller for the processing of personal data under this section.

As a starting point, the Assignor only retains the personal data that the Assignor processes during the contractual relationship. The Assignor may, however, store the information for such additional period as is necessary in order for the Assignor to satisfy legal or contractual obligations, or in order for the Assignor to establish, defend or exercise legal claims. When the personal data is no longer necessary for these purposes, the personal data will be securely deleted.

As the Assignor is a part of a global group of companies, the Assignor will transfer your personal data to group companies for the abovementioned purposes. The transfer to the group companies is based on the same legal ground as the processing as such. Moreover, the Assignor engages service providers to process personal data on behalf of the Assignor. Such service providers may only process the personal data in accordance with the Assignor's express instructions and may not use the data for their own purposes.

In some cases these group companies and service providers are established in countries outside the EU/EEA, which do not provide the same level of protection as the EU. In order to ensure that the personal data is protected the Assignor will enter into, where necessary, data transfer agreements which include the EU Commission's standard contractual clauses. As of 25 May 2018, a data subject is entitled to receive a copy of the clauses upon request by contacting the Assignor. For an updated list regarding to which countries that the Assignor transfers your personal data, please see [◆].

A data subject has the right to request that incorrect or incomplete personal data about him or her is corrected. Moreover, a data subject has the right to request confirmation as to whether the Assignor processes personal data concerning the data subject and, if this is the case, access to his or her personal data. Additionally, if a data subject has any issues with the Assignor's processing of personal data, the data subject has the right to lodge a complaint with the Swedish Data Inspection Board.

As of the 25 May 2018 a data subject has, in addition to the rights outlined above, to the extent applicable data protection legislation provides, a right to object to certain processing of personal data, a right to request restriction of the processing of personal data, and a right to data portability. The right to data portability covers such personal data which the Assignor processes either based on the Assignment Agreement as such or based on consent.

If a data subject wishes to exercise any of the rights above or has any questions regarding the Assignor's processing of personal data under this section, the data subject can contact the Assignor by sending an e-mail to [◆] or a letter to the Assignor's address stated in the preamble of this Assignment Agreement.

**9 Other**

This Assignment Agreement shall not be construed as the parties having entered into an employment agreement. The Assignment shall be performed in accordance with the Ethical Rules for the Pharmaceutical Industry in Sweden.

**10 Term and termination**

This Assignment Agreement is valid from

YYYY-MM-DD – YYYY-MM-DD (*enter the dates when the agreement enters into force and expires*). This Assignment Agreement will expire automatically on the expiration date without notification. Either party may, following the expiration date, invoke rights and obligations and remedies (if any) which may arise as a result of a breach of this Assignment Agreement for matters relating to the term of the Assignment Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Assignment Agreement has been signed in [CHOOSE two/three/four] identical copies, of which each of the Assignor, the Assignee, the Performer and the Principal (if applicable) have taken one each.

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| Place and Date:  **Assignor**:  ………………………………..  Name and title:    ……………………………….. | Place and Date:  **Assignee:**  ………………………………..  Name and title:    ……………………………….. |
|  | *If the Assignee is an individual or a sole proprietorship*  I hereby consent to the Assignor's processing of personal data for public disclosure of transfers of value according to Appendix 1. |

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| --- | --- |
| Place and Date:  **Principal** (*to be provided if applicable or if the Performer is employed by the county council*)  ………………………………..  Name and title:    ……………………………….. | Place and Date:  **Performer** (*if the Assignee is a company)*  ………………………………..  Name and title:    ……………………………….. |