

# LICENCE AGREEMENT FOR ABHI CODE OF BUSINESS PRACTICE COMPLIANCE LOGO

This Agreement is made as of \_\_\_\_\_ ('the Effective Date') by and between:

Association of British Healthcare Industries Ltd  
111 Westminster Bridge Road  
London SE1 7HR

And

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(identify name of relevant company and address) ("the Company")

Together referred to as "the Parties", or individually as a "Party".

## Preamble

Whereas, pursuant to the ABHI Code of Business Practice ("ABHI Code", <http://www.abhi.org.uk/code-of-practice/code-of-business-practice.aspx>), which incorporates among others, the Guidelines on Interactions with Healthcare Professionals and the "Q&A" Guidance document, medical technology manufacturing or distributing companies or product, distributor or healthcare related service organisation may certify that they abide by the ABHI Code and have adopted policies and procedures to implement the ABHI Code defined in Article 11.1 below ('the Criteria');

Whereas, the distinctive ABHI Code of Business Practice Compliance Logo, in the form shown in Appendix I (Logo), is intended to provide a visible symbol of the company's commitment to the ethical standards embodied by the ABHI Code and to promote awareness of the ABHI Code among industry, healthcare professionals, and the general public as further described in Appendix III; and

Whereas, this Agreement sets forth the terms and conditions for grant by ABHI to the Company of a licence to use the Logo.

The Parties hereby agree as follows:

## Article 1. Licence agreement

- 1.1. ABHI grants the Company and its subsidiaries and affiliates a revocable, non-transferable, non-assignable, non-exclusive licence to use the Logo.
- 1.2. Grant of the licence shall be on an annual basis, with the first year being the twelve month period commencing on the Effective Date.
- 1.3. Grant of the licence by ABHI to the Company for the first 'trial' year commencing from the Effective Date shall be without charge if the Company is an ABHI member. ABHI reserves the right to charge a nominal fee to the Company (if it is an ABHI member) for granting

the licence in subsequent years. Any such charge shall be payable within one month from the beginning of the relevant year. If the Company is not a ABHI member, grant of the licence for the first year commencing from the Effective Date shall be conditional on the payment by the Company of a fee determined by ABHI within one month of the Effective Date. ABHI reserves the right to change the licence fee from year to year.

- 1.4. The right to use the Logo is subject to the Company making the declaration in Article 2, providing the certification under Article 1.11 through completion of Appendix II, and the Company's ongoing compliance with the criteria set out in [ ] ('Criteria')
- 1.5. The Logo may only be used by the Company in its unaltered version, as provided in the Brand Guidelines included in Appendix I, and on marketing materials, business cards, stationery, and displays at meetings and conferences in order to promote the ethical objectives of ABHI and the ethical image of the Company and the medical technology industry in general.
- 1.6. The Logo may not be used by the Company for purposes other than those in Article 1.5, including on any product of the Company.
- 1.7. ABHI retains the right and the obligation to verify on a yearly basis that the Company continues to comply with the Criteria and to require the Company to provide evidence of such.
- 1.8. ABHI retains the right to terminate this licence in writing without notice and to revoke the Logo should the Company fail to abide by the terms of this Agreement.
- 1.9. The Company retains the right to terminate the licence by giving notice in writing. In such circumstances, the Company shall immediately cease using the Logo and shall immediately be responsible for payment of any outstanding fees due. The Company shall pay the fee due for the forthcoming year if the proven date of receipt of the notice given by the Company is less than sixty days in advance of the renewal date.
- 1.10. ABHI will list the Company on the ABHI public website as a company that has provided the certification in Article 1.11.
- 1.11. The Company certifies, through completion of the ABHI Ethical Compliance Logo Scheme Compliance Questionnaire, that it has adopted and adheres to the ABHI Code and has implemented an appropriately tailored and effective compliance programme related to its interactions with European Healthcare Professionals (as defined in the ABHI Code). Such compliance programme shall include, as a minimum, the following:
  - Establishment and implementation of written policies and procedures consistent with the provisions of the ABHI Code;
  - Identification and appointment of a senior contact person within the Company with responsibility for compliance with the Company's policies and procedures consistent with the ABHI Code;
  - Provision of comprehensive and regular training to those employees whose job requirements are relevant to Company policies based on the ABHI Code.

**Article 2. Declaration**

2.1 The Signatory \_\_\_\_\_ (*name and title of CEO, managing director or other appropriately authorised individual, signatory to this agreement*) certifies that, to the best of his/her knowledge, at the date of certification:

- (a) The Company has adopted the ABHI Code and implemented an appropriately tailored effective compliance programme related to its interactions with Healthcare Professionals, including Criteria listed in Article 1.11.
- (b) The Company requires all officers and employees to abide by the ABHI Code in all interactions with Healthcare Professionals (as the latter term is defined in the ABHI Code).
- (c) The Company has communicated the provisions of the ABHI Code to relevant third parties, in particular dealers and distributors, with the expectation that such parties will adhere to them.

**Article 3. Choice of Law and Jurisdiction**

- 3.1 This Agreement and any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the laws of England and Wales
- 3.2 The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.
- 3.3 Prior to any litigation the parties shall in good faith seek to resolve any dispute by alternative means.

For [company name]: .....

Signature (CEO, managing director or  
other appropriately authorised individual): .....

Name: .....

Title: .....

Date: .....

For Association of British Healthcare Industries Ltd

Signature: .....

Name: ***Peter Ellingworth***

Title: ***Chief Executive***

Date: .....

