

## Disclaimer & Terms of Use

The Value-Based Procurement Community of Practice (VBP CoP) brings together procurement organizations, procurers, the Medical Technology industry and their leadership and engages with health authorities and other stakeholders with a common interest in value-based procurement. EHPPA, MedTech Europe and BCG are the founding members. For the moment, MedTech Europe is acting as the Secretariat of the VBP CoP.

The VBP CoP website is curated by MedTech Europe, the European trade association representing the medical technology industries, from diagnosis to cure.

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You cannot: (i) disrupt or interfere with the website or servers or other software, hardware or equipment connected to or via this website (including, without limitation, the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or misuse the website (including, without limitation, by hacking); (ii) violate any applicable law relating to your use of this website; (iii) collect or store personal data about other users of this website; or (iv) share information in any way on specific products, nor to report any adverse event in using products; please send any report on adverse events to manufacturers and relevant authorities where appropriate; (v) transmit to or from the website any material (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licences and/or approvals.

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a) Where you are required to register with us, you may cancel such registration at any time by notifying us at [s.koettlitz@medtecheurope.org](mailto:s.koettlitz@medtecheurope.org)

b) We may cancel your registration if you do not visit the website for an extended period of time, or if we reasonably believe that you have violated any applicable laws, acted inconsistently with the letter or spirit of these Terms of Use, or have violated our rights or those of another party.

c) Following cancellation we may retain any information you submitted as part of the registration process, and any information arising from your use of this website for such period as may be required by applicable laws.

## **7. Changes to this Terms of Use**

We reserve the right to modify or discontinue this website at any time without notice and without liability. We may also revise these terms and conditions from time to time by updating this page. The revised terms will take effect when they are posted.

## **8. Contact Details**

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*This site was created and is managed in accordance with Belgian law.*

Last update: November 2021

## Data Protection & Cookies Notice

This Data Protection Notice applies to members, founding, supporting and knowledge partners of the Value Based Procurement Community of Practice, and any other visitor of the VBP CoP website (<https://www.vbpcommunity.eu/>), which is owned by MedTech Europe. This notice provides more general information on how MedTech Europe processes personal data and why, as we are responsible when processing your personal data.

In the context of the activities of the VBP CoP, we may collect your personal data. To learn more about what we work on, please review the [VBP CoP Description](#).

**If you are a Member, a Founding or Knowledge or Supporting Partner of the VBP CoP, please review the more detailed Privacy Notice included in the [VBP CoP Description](#). It contains additional information on how we process your personal data in the context of the activities of the VBP CoP (e.g. during events or workshops).**

### Personal data we collect

MedTech Europe collects personal data from you, primarily because you provided it to us directly, offline or online, through our website(s) (the “Sites”).

As such, we may collect and process the following personal data about you in accordance with this Notice:

- personal data that you provide to us via the Sites, including but not limited to first and last name, professional address, phone number, profession/title, email address and IP address;
- personal data that non-members provide to us in relation to their attendance at and/or participation in one of our events, forums or conferences;
- personal data about authors of blogs/ articles which we promote via this website; and
- personal data that employee/representatives of consortia or other partnerships provide to us.

If you contact us, we may keep a record of that correspondence.

### Use of your personal data

We use personal data held about you, where in our legitimate interests, or based on another legal basis (e.g. consent, legal obligation, etc.) for the following purposes:

- to support your interaction with us, including to ensure that the content of the Sites are presented in the most effective manner for you and your computer or electronic device;
- to provide you with information you may have requested from us (e.g., through Sites);
- to notify you about changes to the Sites and to ensure the ongoing accuracy and relevance of such data;

- for general internal research purposes, including to identify and analyze the regularity of the use of the Sites and the nature of the Sites' users;
- to develop products and services for your use; and
- for mapping of external stakeholders to be able to engage with them on relevant medtech topics, project or event.

## Sharing your personal data

We share or disclose your personal data with our affiliates, agents and contractors (including to parties located outside the European Economic Area – “EEA”) for the purposes stated above as well among the Founding partners (i.e. MedTech Europe, BCG and EHPPA. We may in exceptional cases also share your personal data with our members (e.g., the mapping of external stakeholders).

**a) Hosting & Processing:** The Sites are hosted by third-party service providers who help us provide our services. Additionally, other service providers are used for the provision of services to us (e.g., to assist in the organising of an event, to sign you up for the newsletter, etc.) and the distribution of MedTech Europe, Value Based Procurement Community of Practice and/ or Founding, Knowledge and Supporting Partners' related material. Therefore, your personal data may be processed by a third-party service provider.

**b) Legal Requirements:** Similarly, we may share your personal data as required or permitted by law, or when we believe in good faith that disclosure is legally required or otherwise necessary to protect our rights and property, or the rights, property or safety of others, including to advisers, law enforcement agencies, and judicial and regulatory authorities.

**c) International Data Transfers:** In exceptional cases, we may transfer your personal data outside the EEA. Where we transfer personal data to a country outside of the EEA which does not provide a similar or adequate level of protection to that provided by countries in the EEA, we will enter into a Model Contract with the recipient and we will make sure appropriate safeguards are in place.

## How long we keep personal data

We will store the personal data on our databases and retain it as long as we have a legal basis to do so. When we have no ongoing legitimate business need or contractual obligation to process your personal data anymore, we will either delete or anonymize it or, if this is not possible (for example, because your personal data has been stored in backup archives), then we will securely store your personal data and isolate it from any further processing until deletion is possible. If you are a Member, a Knowledge or Supporting Partner of the VBP CoP, please review the more detailed Privacy Notice included in the [VBP CoP Description](#).

## Your rights

Under European data protection law, you have rights including:

- Your right of access: you have the right to ask us for copies of your personal information.
- Your right to rectification: you have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- Your right to erasure: you have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing: you have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing: you have the right to object to the processing of your personal information in certain circumstances (including direct marketing).
- Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

Exercising these rights are free of charge. If you make a request, we will respond within the month (for our contact details, see below), except where requests are manifestly unfounded or excessive, for example, because of their repetitive character, we may either (i) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested or (ii) refuse to act on the request.

If you believe that your complaint has not been adequately addressed, you can also lodge a complaint with the Data Protection Authority in your country.

## Newsletters and promotional communications

We may contact you periodically by e-mail to provide information regarding events, VBP CoP news, products, services and content that may be of interest to you, unless you advise us that you do not wish to receive newsletters or promotional communications from us. If applicable law requires that we receive your consent before we send you certain types of newsletter communications, we will only send you those types of communications after receiving your consent. **If you wish to stop receiving newsletter communications from us, you can contact us (see below) or use the unsubscribe link included in the newsletters and promotional communications.**

## Cookie Notice

The VBP CoP website uses different types of cookies. For those cookies that are **not strictly necessary**, we will ask you to consent to them when you visit the website. You may also click on "I refuse" and decide not to accept them. To make full use of the website, we however recommend to accept them.

## What are cookies and why do we use them?

Cookies are small text files that are placed on the computer or electronic device of a website user to provide the website operator with information about use of our site. They are used to enable websites to function or to provide information to the owners of a website.

Different types of cookies can be used by a website at the same time for different purposes. In broad terms, MedTech Europe uses cookies for the following purposes:

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- **Usage preferences:** Some of the cookies on our website are activated when visitors to our sites make a choice about their usage of our site. The website then ‘remembers’ the settings preferences of the user concerned. This allows us to tailor aspects of our website to the individual user.
- **Disclaimer:** We use cookies on our website to record when a website visitor has seen a notice, such as this one, or provided consent, such as consent to our Disclaimer. This helps to improve the user’s experience of our website – for example, it avoids a user from repeatedly being asked to consent to the same terms.
- **Session management:** The software that runs our website uses cookies for technical purposes needed by the internal workings of our servers. For instance, we use cookies to distribute requests among multiple servers, authenticate users and determine what features of our website they can access, verify the origin of requests, keep track of information about a user’s session and determine which options or pages to display in order for our website to function.
- **Functional purposes:** Functional purpose cookies store information that is needed by our applications to process and operate. For example, where transactions or requests within an application involve multiple workflow stages, cookies are used to store the information from each stage temporarily, in order to facilitate the completion of the overall transaction or request.

## Third-party cookies & cookies used by our service providers

Cookies can be placed by us directly or our service providers. In addition, cookies can also be placed by third parties without our knowledge or **outside of our control**. If you click on the “I refuse” bottom, we shall do



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### **How to change your cookie preferences**

As mentioned above, you can refuse cookies that are not strictly necessary for our website to function by clicking on the “I refuse” button when first visiting the website.

If you wish to remove cookies set by this website from your browser in the future, you may delete them by adjusting your browser settings. To do so, you can follow the instructions provided by each browser by following the links below. Please note that withdrawing your agreement to the use of cookies on this website will impair the functionality of this website.

- (a) <https://support.google.com/chrome/answer/95647> (Chrome);
- (b) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- (c) <https://support.microsoft.com/en-gb/help/4468242/microsoft-edge-browsing-data-and-privacy> (Edge);
- (d) <https://support.apple.com/en-gb/guide/safari/manage-cookies-and-website-data-sfri11471/mac> (Safari).

### **Changes to this Notice**

We retain the right to update or change any part of this Notice at any time without prior notification. Any changes will be published here immediately, and it is your responsibility to check back regularly.

Last update: October 2021

### **How to contact us**

If you have any questions on the Data Protection or the Cookie Notice or our related practices or if you wish to exercise the above rights, please contact us by e-mail at [data.protection@medtecheurope.org](mailto:data.protection@medtecheurope.org) or by phone at +32 (0)2 300 96 43.

You can also contact us by mail [s.koettlitz@medtecheurope.org](mailto:s.koettlitz@medtecheurope.org)