

Fra: Steen Preisler <steen.preisler@hk.dk>
Sendt: 21. maj 2014 14:03
Til: DEP Ministeriet for Sundhed og Forebyggelse
Emne: Aktindsigt.

HK Stat Hovedstaden skal hermed anmode om aktindsigt i rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering.

HK Stat Hovedstaden skal ligeledes anmode om aktindsigt i den del af rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering, der udleveres til Sundheds- og Forebyggelsesudvalget. Jf. Åbent samråd om vaccineproduktion ved Statens Serum Institut.

Anmodningerne sker under henvisning til Lov om offentlighed i forvaltningen.

Venlig hilsen



STEEN PREISLER
FAGLIG KONSULENT

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HK HOVEDSTADEN
HK STAT HOVEDSTADEN
Svend Aukens Plads 11
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hk.dk/hovedstaden_stat



DETTE ER EN VISNING

Holbergsgade 6
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M sum@sum.dk
W sum.dk

HK Stal Hovedstaden
Att. Steen Preisler

Dato 4 juni 2014
Enhed Sundhøkonomi
Sagsbeh. SUMBEH
Sags nr. 1403228
Dok. nr. 1471382

Afgørelse om aktindsigt

Du har ved mail af 21. maj 2014 anmodet om aktindsigt i

- rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveporteføje og organisering.

Du har endvidere i samme mail anmodet om aktindsigt i

- den del af rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveporteføje og organisering, der udføres til Sundheds- og Forebyggelsesudvalget. Jf. Åbent samråd om vaccineproduktion ved Statens Serum Institut.

Ministeriet for Sundhed og Forebyggelse skal indledningsvist oplyse, at rapporten fra PWC, som du efterspørger, ikke er i ministeriets besiddelse. Rapporten besiddes derimod af Arbejdsgruppen vedrørende Statens Serum Institut. Arbejdsgruppen er en selvstændig myndighed.

Det kan oplyses, at Ministeriet for Sundhed og Forebyggelse sammen med Finansministeriet varetager sekretariatsbetjeningen af arbejdsgruppen, og ministeriet har således som led i sekretariatsbetjeningen truffet afgørelse om aktindsigt på arbejdsgruppens vegne.

Rapporten undtages fra aktindsigt, jf. nedenfor.

Arbejdsgruppen har undtaget rapporten fra PWC fra aktindsigt i sin helhed i h.t. offentlighedslovens § 33, nr. 3. Efter denne bestemmelse kan visse oplysninger undtages fra aktindsigt, i det omfang det er nødvendigt til beskyttelse af væsentlige hensyn til det offentlige økonomiske interesser.

Bestemmelsen giver ikke blot adgang til at tilgodese det offentlige umiddelbare økonomiske interesser i forbindelse med forhandlinger eller aftaleindgåelse, men den giver også mulighed for at tilgodese det offentlige økonomiske interesser i forbindelse med senere forhandlinger eller aftaleindgåelse, hvis det er af væsentlig betydning for det offentlige fremtidige forhandlingsposition.

Bestemmelsen giver således efter arbejdsgruppens opfattelse mulighed for at begrænse aktindsigt, hvis der er risiko for, at aktindsigten vil kunne afskære det offentlige fra at optræde som ligestillet part i forbindelse med en eventuelt kommende kontraktindgåelse. Der henvises til betænkning nr. 1510 om offentlighedslovens, s. 678-679.

DETTE ER EN VISNING

Side 2

Det er arbejdsgruppens vurdering, at undtagelse af offentliggørelse af rapporten er nødvendig til beskyttelse af væsentlige hensyn til det offentlige økonomiske interesser, idet offentliggørelse vil afskære det offentlige fra at optræde som ligestillet part i forbindelse med en eventuelt kommende kontraktindgåelse.

Arbejdsgruppen kan videre oplyse, at det følger af offentlighedslovens § 34, at hvis de hensyn, der bl.a. er nævnt i § 33, nr. 3, kun gør sig gældende for en del af et dokument, skal der meddeles aktindsigt i dokumentets øvrige indhold. Det gælder, jf. § 34, nr. 3, dog ikke, hvis det resterende indhold af dokumentet ikke har et forståeligt eller sammenhængende meningsindhold.

Det er arbejdsgruppens vurdering, at rapporten ikke vil have et forståeligt og sammenhængende meningsindhold, når de oplysninger, der kan undtages efter § 33, nr. 3, er udgået. Arbejdsgruppen undtager derfor rapporten i sin helhed.

Meroffentlighed

Arbejdsgruppen har overvejet, om der efter reglen om meroffentlighed alligevel bør gives aktindsigt i de undtagne oplysninger, jf. offentlighedslovens § 14, stk. 1, hvorefter det i forbindelse med behandlingen af en anmodning om aktindsigt skal overvejes, om der kan gives aktindsigt i dokumenter og oplysninger i videre omfang, end hvad der følger af lovens undtagelsesbestemmelser, medmindre andet følger af regler om tavshedspligt mv.

Arbejdsgruppen har i den forbindelse foretaget en afvejning af på den ene side hensynet til de beskyttelsesinteresser, der ligger bag undtagelsesbestemmelserne i offentlighedslovens § 33, nr. 3, (det offentlige økonomiske interesser), og på den anden side den berettigede interesse, som du må antages at have i, at anmodningen om aktindsigt imødekommes.

På baggrund af denne afvejning finder arbejdsgruppen ikke, at yderligere oplysninger bør udleveres.

Med venlig hilsen

Kis Thuesen

DETTE ER EN VISNING



Ministeriet for sundhed og forebyggelse.

København den 17. juni 2014

Vedr.: Afgørelse om aktindsigt af 4. juni 2014.

Hej Kis!

Idet jeg skal henvise til afgørelsen om aktindsigt, skal jeg hermed fremkomme med følgende:

Jeg skal først præcisere, at min anmodning om aktindsigt sker på vegne af HK Stat Hovedstaden, og dermed på vegne af vore medlemmer ansat i Statens Serum Institut, herunder SSI Diagnostica.

Dette indebærer, at såfremt der som konsekvens af rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering, sker ændringer i ansættelsesforholdet for vore medlemmer ansat i Statens Serum Institut, herunder SSI Diagnostica, vil vi være part i disse forhandlinger.

På den baggrund finder vi, at HK Stat Hovedstaden skal være en ilgestillet part i forbindelse med en eventuel kommende kontraktindgåelse.

Vi finder, at afslaget er uliggenstigt og i strid med intentionerne i loven, som den fremstår i § 1, især set i lyset af, at medarbejdernes interesse i hvad der skal ske med deres arbejdsplads, overstiger ønsket om hemmeligholdelse af rapporten.

Jeg skal på vegne af HK Stat Hovedstaden anmode om, at afslaget revurderes.

Du har i dit svar ikke forholdt dig til HK Stat Hovedstadens anmodning om aktindsigt i den del af rapporten, PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering, der udleveres til Sundheds- og Forebyggelsesudvalget. Jf. åbent samråd om vaccineproduktion ved Statens Serum Institut.

Er baggrunden for dette, at HK Stat Hovedstaden kan forvente at modtage denne del af rapporten, og hvornår kan vi i så fald forvente at modtage den?

Såfremt der skulle være spørgsmål eller kommentarer til anmodningen, er du velkommen til kontakte undertegnede enten via mail O1sp@hk.dk eller direkte på telefon 33 30 24 10.

Med venlig hilsen

Steen Freisler

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TELEFON +45 3330 2000
stat.hovedstaden@hk.dk

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Postbox 333
0900 København C

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Milnervej 35B
3400 Hillerød

RØNNE
Paradijsvej 3
3700 Rønne

HK.DK/HOVEDSTADEN_STAT

HK Stat Hovedstaden
Att. Steen Preisler

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F +45 7226 9001
M sum@sum.dk
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Dato: 7. juli 2014
Enhed: Sundhedsøkonomi
Sagsbeh.: SUMKT
Sags nr.: 1401799
Dok. nr.: 1493934

I dit brev af 17. juni 2014 klager du over ministeriets afgørelse om aktindsigt af 4. juni 2014. Som ministeriet forstår din klage, finder du afslaget på aktindsigt i strid med intentionerne i offentlighedslovens § 1, idet HK Stat Hovedstaden som repræsentant for de ansatte på Statens Serum Institut bør betragtes som part i sagen om Statens Serum Instituts fremtidige opgaveportefølje og organisering.

Endvidere efterspørger du ministeriets stillingtagen til, om HK Stat Hovedstaden kan få udleveret de dele af PWCs rapport, som medlemmer af Folketingets Sundhedsudvalg får lejlighed til at gøre sig bekendt med.

I forhold til bemærkningen om partsstatus skal ministeriet bemærke, at allerede fordi det forvaltningsretlige partsbegreb knytter an til forvaltningens behandling af sager, hvor der er eller vil blive truffet afgørelse, hvilket der ikke er tale om i forhold til den sag, der begæres aktindsigt i, er der efter ministeriets opfattelse ikke grundlag for partsstatus i den foreliggende sag.

Videre skal ministeriet henvise til, at ministeriet i afgørelsen af 4. juni 2014 som led i meroffentlighedsvurderingen har foretaget en afvejning af HK Stat Hovedstadens interesse i aktindsigt og ministeriets interesse i at anvende offentlighedslovens undtagelsesbestemmelser.

I forhold til din anmodning om aktindsigt i de dele af PWCs rapport, som medlemmer af Folketingets Sundhedsudvalg får lejlighed til at gøre sig bekendt med, kan ministeriet oplyse, at ministeriet fastholder sit afslag på aktindsigt i rapporten i sin helhed, som meddelt ved afgørelse af 4. juni 2014. Ministeriet har herved lagt vægt på, at der er saglige hensyn, der taler for, at der ikke ud fra en lighedsbetragtning er grundlag for at meddele aktindsigt i de fortrolige oplysninger, som medlemmer af Folketingets Sundhedsudvalg får lejlighed til at gøre sig bekendt med. Saglige hensyn er efter ministeriets opfattelse i denne sammenhæng at sikre grundlag for Folketingets mulighed for at føre parlamentarisk kontrol med forvaltningen, samt at folketingets medlemmer i h.t. straffelovens § 152 har tavshedspligt med hensyn til fortrolige oplysninger.

Med venlig hilsen



Kis Thuesen

Fra: Steen Preisler <steen.preisler@hk.dk>
Sendt: 10. september 2014 12:05
Til: DEP Ministeriet for Sundhed og Forebyggelse
Emne: Aktindsigt.

HK Stat Hovedstaden skal hermed anmode om aktindsigt i salgsmaterialet der udarbejdet med henblik på salg af dele af Statens Serum Instituts opgaveportefølje.

Det er overfor HK Stat Hovedstaden oplyst at PWC, skulle udarbejde grundlaget for dette materiale ultimo juni 2014.

Anmodningerne sker under henvisning til Lov om offentlighed i forvaltningen.

Venlig hilsen



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hk.dk/hovedstaden_stat

HK Stat Hovedstaden
Att. Steen Preisler

Dato: 19. september 2014
Enhed: Sundhedsøkonomi
Sagsbeh.: SUMBEH
Sags nr.: 1405310
Dok. nr.: 1531392

Afgørelse om aktindsigt

Du har ved e-mail af 10. september 2014 anmodet om aktindsigt i salgsmaterialet, der er udarbejdet med henblik på salg af dele af Statens Serum Instituts opgaveportefølje.

Det fremgår af din anmodning, at det overfor HK Stat Hovedstaden er oplyst, at PWC skulle udarbejde grundlaget for dette materiale ultimo juni 2014.

Ministeriet for Sundhed og Forebyggelse kan oplyse, at salgsmaterialet er under udarbejdelse, og at der ikke foreligger noget materiale på nuværende tidspunkt.

Med venlig hilsen

Bettina Heinesen

Fra: Steen Preisler <steen.preisler@hk.dk>
Sendt: 7. november 2014 14:56
Til: 'sum@sum.dk'
Emne: VS: Aktindsigt.

HK Stat Hovedstaden skal hermed anmode om aktindsigt i salgsmaterialet der udarbejdet med henblik på salg af dele af Statens Serum Instituts opgaveportefølje, herunder Diagnostica!

Anmodningerne sker under henvisning til Lov om offentlighed i forvaltningen.

Venlig hilsen



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hk.dk/hovedstaden_stat

HK Stat Hovedstaden
Att. Steen Preisler

Dato: 18. august 2014
Enhed: Sundhedsøkonomi
Sagsbeh.: SUMBEH
Sags nr.: 1405310
Dok. nr.: 1580668

Afgørelse om aktindsigt

Du har ved e-mail af 7. november 2014 anmodet om aktindsigt i salgsmaterialet, der er udarbejdet med henblik på salg af dele af Statens Serum Instituts opgaveportefølje, herunder Diagnostica.

Ministeriet for Sundhed og Forebyggelse kan oplyse, at salgsmaterialet er under udarbejdelse, og at der ikke foreligger noget materiale på nuværende tidspunkt.

Med venlig hilsen



Bettina Heinesen

Fra: Steen Preisler <steen.preisler@hk.dk>
Sendt: 12. december 2014 11:45
Til: Bettina Heinesen; DEP Ministeriet for Sundhed og Forebyggelse
Emne: Aktindsigt SSI og Diagnostica

Kære Bettina!

HK Stat Hovedstaden skal hermed anmode om aktindsigt i salgsmaterialet, der er udarbejdet med henblik på salg af dele af Statens Serum Instituts opgaveportefølje, herunder Diagnostica!

Såfremt der alene udarbejdes salgsmateriale på et enkelt element, så ønsker vi aktindsigt i dette.

Anmodningerne sker under henvisning til Lov om offentlighed i forvaltningen.

Venlig hilsen



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HK Stat Hovedstaden
Att. Steen Preisler

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Dato: 19. december 2014
Enhed: Sundhedsøkonomi
Sagsbeh.: SUMBEN
Sags nr.: 1405748
Dok. nr.: 1612298

Afgørelse om aktindsigt

Du har ved e-mail af 12. december 2014 anmodet om aktindsigt i salgsmaterialet, der er udarbejdet med henblik på salg af dele af Statens Serum Instituts opgaveportefølje, herunder Diagnostica.

Ministeriet for Sundhed og Forebyggelse kan oplyse, at selve salgsprocessen blev påbegyndt onsdag den 17. december 2014, jf. meddelelse på Statens Serum Instituts hjemmeside (http://www.ssi.dk/Aktuelt/Nyheder/2014/2014_12%20Sale%20of%20Vaccine%20and%20Diagnostica.aspx).

Som det fremgår af meddelelsen, vil interesserede købere få tilsendt en kort beskrivelse af forretningsområdet, et procesbrev samt en fortrolighedserklæring. Da salget af Vaccine og Diagnostica håndteres som to separate salgsprocesser, er der udarbejdet et sæt af de nævnte dokumenter for hvert af de to salgsobjekter.

Der vedlægges på denne baggrund følgende dokumenter:

Vaccine:

- Kort beskrivelse af Vaccine
- Procesbrev for Vaccine
- Fortrolighedserklæring for Vaccine

Diagnostica:

- Kort beskrivelse af Diagnostica
- Procesbrev for Diagnostica
- Fortrolighedserklæring for Diagnostica

Med venlig hilsen



Bettina Heinesen

[Date]

To:

Statens Serum Institut
CVR no. 46 83 74 28
Artillerivej 5
2300 København S
Att.: Ole Jensen

Ernst & Young P/S
CVR no. 30 70 02 28
Osvald Helmuths Vej 4
2000 Frederiksberg
Att.: Gert Sigh Christensen

From:

[Prospective Buyer], [address], [city], and any legal entity directly or indirectly controlled by [insert prospective buyer]

Dear Sirs,

CONFIDENTIALITY UNDERTAKING (THE "UNDERTAKING")

Statens Serum Institut ("SSI") is considering a divestment of its operations and business activities within vaccine production (the "Vaccine Production Business" or "VPB"). The VPB will be transferred to a company wholly owned by SSI ("SSI VPB").

We have expressed an interest in potentially entering into an agreement for the purchase of the entire share capital of SSI VPB (the "Proposed Transaction").

As a condition to and in consideration of SSI and Ernst & Young P/S ("EY") and others providing us with certain information concerning the VPB and SSI VPB, we acknowledge and undertake as follows:

1 CONFIDENTIAL MATERIAL

As used herein, the term "Confidential Information" shall mean all documents and information regarding the VPB and SSI VPB disclosed to us or to any of our Representatives (as defined below) by or on behalf of SSI, regardless of whether such documents and information is disclosed in writing, orally, electronically or in any other way, and whether it is disclosed in a data room or otherwise. "Confidential Information" shall also include all analyses, summaries, compilations, studies and other materials

prepared by us, any of our Representatives or others that contain or otherwise reflect information from such Confidential Information.

In addition "Confidential Information" includes the fact that the Proposed Transaction is being evaluated, discussed and/or potentially negotiated, including any terms, conditions or other facts with regard hereto, including the status thereof.

The term "Confidential Information" does not include any information that;

- (i) is or becomes generally available to the public, including for the avoidance of doubt, Confidential Information subject to the right of access to public records (in Danish "*aktindsigt*"), other than as a result of a disclosure by us or any of our Representatives in breach of this Undertaking,
- (ii) is or becomes available to us or any of our Representatives from a source other than SSI, or any of SSI's representatives or advisers, and which is not prohibited from disclosing such information by any legal, contractual or fiduciary obligation owed to SSI,
- (iii) was in our or any of our Representatives' legitimate possession prior to disclosure by or on behalf of SSI, or
- (iv) is developed by us or any of our Representatives independent of any Confidential Information supplied hereunder.

2 PROTECTION OF CONFIDENTIAL MATERIAL AND REPRESENTATIVES

We undertake to keep all Confidential Information in strict confidence and safe custody and we undertake not to disclose, distribute or communicate, directly or indirectly, in whole or in part, any Confidential Information to any other person or entity without the prior written consent of EY or SSI; except that we may disclose Confidential Information or parts thereof to any of our associated companies (excluding any portfolio companies in which funds are managed or advised by us), any new companies formed by us for the purpose of the Proposed Transaction and each of their and our directors, officers, employees, professional advisers and financial sources, including any potential providers of finance ("Representatives") who need to receive such Confidential Information for the purpose of evaluating, negotiating, financing and/or consummating the Proposed Transaction.

Prior to disclosing any Confidential Information to our Representatives, we ensure that our Representatives abide by the terms of this Undertaking as if each of them had signed the Undertaking themselves. We undertake to procure that our Representatives perform in accordance with the Undertaking.

We agree to be responsible towards SSI for any breach of this Undertaking (including any agreement entered into with our Representatives pursuant to this Undertaking) by us, our associated companies and any new companies formed by us for the purpose of the Proposed Transaction and our and their directors, officers and employees and we agree to immediately notify EY and SSI of any alleged, threatened or actual breach of this Undertaking immediately upon us becoming aware of such breach.

3 USE OF CONFIDENTIAL MATERIAL

We undertake to use the Confidential Information solely in connection with the Proposed Transaction, and that the Confidential Information will not be used by us or by any of our Representatives for any other purpose whatsoever, including, without limitation, to the competitive disadvantage of SSI.

4 COMPELLED DISCLOSURE

In the event that we or any of our Representatives become compelled by law, regulatory or government authority to disclose any part of the Confidential Information, we will promptly and to the extent legally permissible before such disclosure notify EY and SSI thereof in writing, thus permitting SSI to seek a protective order or take other appropriate legal action at their cost. We agree to the extent legally permissible to assist and cooperate in any appropriate action, which SSI may decide to take. If we are obliged to make a disclosure we shall only make such disclosure to the extent to which we are so obliged but not further or otherwise.

5 RETURN OR DESTRUCTION OF CONFIDENTIAL MATERIAL

If the Proposed Transaction is not completed, or if the Proposed Transaction is completed without us participating herein, at the written request of SSI or EY, we will promptly at our choice either return to SSI or destroy all Confidential Information including all copies hereof, if any, then in our possession, and any extracts or other reproductions thereof, without retaining any copy thereof (unless required by law, rule, regulation, including stock regulations, internal compliance procedures or any competent judicial, governmental, supervisory or regulatory body) and confirm in writing to SSI and EY that we have complied with such obligations. The obligations of this paragraph to return or destroy Confidential Information shall not apply to Confidential Information which has been created pursuant to automatic IT back-up or internal disaster recovery procedures.

If, and then only to the extent that such return or destruction is not technically possible or if we and/or any of our Representatives keep any copies due to mandatory law or internal compliance procedure, we shall continue to be bound by the terms of this Undertaking, including use, disclosure and copying of Confidential Information set out herein.

We will continue to be bound by the provisions of this Undertaking in respect of all Confidential Information whether destroyed or returned as described above.

6 NO OFFER, NO WARRANTY AND TERMINATION

For the avoidance of doubt, nothing herein shall be construed as an offer or an agreement in relation to the Proposed Transaction. It is further understood that, other than for the matters specifically set forth herein, this Undertaking shall in no way create any legal obligation whatsoever with respect to the Proposed Transaction, and that no such obligation can be created except by a duly authorised definitive, executed written offer, contract, corporate action or agreement covering such transaction.

Subject to anything that may otherwise be agreed in any final signed sale and purchase agreement, we agree that neither SSI nor any of its directors, officers, employees, advisers or other agents have made or will make any representation or warranty as to the correctness, accuracy or completeness of the Confidential Information or as to the sufficiency or suitability thereof for our purposes, and that none of such persons or entities undertakes to provide us with any additional information or to update the Confidential Information or to correct any inaccuracy or error in the Confidential Information that may become known to them. In addition, we hereby agree that neither SSI nor any of its directors, officers, employees, advisers or other agents shall have any liability to us or our Representatives for our and/or our Representatives' use of the Confidential Information or any parts hereof, save in the case of fraudulent misrepresentation.

Except as otherwise agreed between the parties, SSI reserve the right to terminate the discussions about the Proposed Transaction at any point in time upon written notice and without being obliged to state any reason for such termination.

7 PROPERTY OF INFORMATION

We acknowledge that notwithstanding anything set out in this Undertaking, all Confidential Information supplied or disclosed shall remain the property of SSI.

We acknowledge that neither this Undertaking nor the disclosure by SSI of any Confidential Information hereunder shall be constructed as granting us any right or license to any information, data or intellectual property rights, including but not limited to patents, trademarks or trade secrets.

8 CONTACT

We undertake - and we shall procure that our Representatives undertake - only to contact EY in relation to the Proposed Transaction unless specifically set out in this Undertaking. We undertake not to make contact with SSI, the Ministry of Health or any board member, officer, employee, customer, supplier or other business partner of SSI as regards the Proposed Transaction unless otherwise agreed with EY prior to such contact or specifically set out in this Undertaking.

Furthermore, we undertake to notify EY before engaging any kind of contact or dealing with any other potential investor for the purposes for discussing or coordinating an investment regarding the Proposed Transaction and to immediately notify EY if any other potential investor contacts us for such purposes.

All communications with EY relating to the Proposed Transaction shall be addressed to:

Name: Ernst & Young P/S
Att.: Gert Sigh Christensen (gert.s.christensen@dk.ey.com) or
Anders Brønnum-Schou (anders.broennumschou@dk.ey.com)
Address: Osvald Helmuths Vej 4
2000 Frederiksberg]
Tel.: +45 73 23 30 00

9 REMEDIES FOR BREACH OF THE UNDERTAKING

We agree that in the event of our breach of this Undertaking, we shall be liable for damages suffered by SSI in accordance with the ordinary rules of Danish law.

In addition to the remedies set forth above, SSI shall be entitled to exercise any and all other rights and remedies provided under applicable law, including without limitation, injunctions and specific performance.

We agree and acknowledge that, except as permitted in this Undertaking, our use of the Confidential Information and/or unauthorised disclosure thereof is contrary to section 19 of the Danish Marketing Practices Act (in Danish "*markedsføringsloven*").

10 NON-WAIVER

We agree that no failure or delay by SSI in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof by SSI preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11 TERM

The confidentiality undertaking set forth herein shall cease to exist if and when the Proposed Transaction is completed.

If the proposed Transaction is not completed, our obligations under this agreement shall cease to exist two (2) years from the signing of this Undertaking, however, without prejudice to our liability for breach of this Undertaking.

12 GOVERNING LAW; JURISDICTION; VENUE

This Undertaking and any dispute or claim arising out of or in connection herewith shall be governed by and construed in accordance with the laws of Denmark (excluding its provisions on conflict of laws).

Any dispute arising out of or relating to the Undertaking shall be finally settled in accordance with the "Rules of Arbitration Procedure of Danish Arbitration (Danish Arbitration)". The Court of Arbitration

shall allocate liability for the full costs incurred by both parties in respect of reasonable attorney's fee and the Court of Arbitration in the proportions the Court of Arbitration shall deem to be fair and reasonable. The language of the proceedings shall be English. The place of arbitration shall be Copenhagen, Denmark.

This provision shall not preclude SSI from initiating legal proceedings concerning injunctions before the ordinary courts with a view to enforcing section 9 of this Undertaking.

Yours sincerely,

[Copenhagen, DATE]

For [Prospective Buyer]

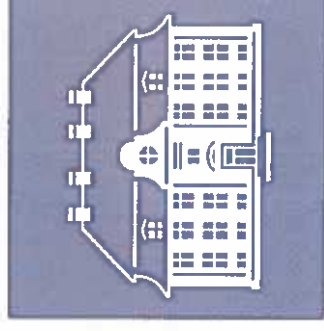
[Name]

[Title]

[Name]

[Title]

STATENS
SERUM
INSTITUT



Vaccine Production Business

Company introduction, December 2014

The investment opportunity

Introduction

- ❖ Since the early 1900s, Statens Serum Institut (SSI), a public enterprise under the Danish Ministry of Health, has been involved in the development and production of vaccines and other biological products
- ❖ The Danish state has decided to separate and put up 100% of SSI's Vaccine Production Business (VPB) for sale (the Proposed Transaction)
- ❖ EY's M&A Advisory has been retained as sole financial advisor to the owners of VPB, which is ultimately the Danish state (the Vendor), in relation to the Proposed Transaction

The opportunity

- ❖ Both internationally and domestically, VPB is known for manufacturing and delivering high-quality primary and booster vaccines for diseases such as diphtheria, tetanus, pertussis, polio, tuberculosis, etc.
- ❖ VPB manufactures four of the key components for the childhood vaccination programmes globally which include ownership of both acellular pertussis and inactivated polio vaccine components
- ❖ In tuberculosis control, VPB manufactures and sells world renowned tuberculosis and tuberculosis (BCG) vaccines
- ❖ The production is currently operating below full capacity utilisation and provides additional opportunities to increase capacity
- ❖ A new owner will obtain the opportunity to leverage a unique business platform that, with increased capacity utilisation, can reach cost break even and profitable growth
- ❖ VPB has a fully operational and well-invested production setup and employs 470 highly skilled full-time employees as at December 2014^(a)

Note: (a) In addition, VPB expects an additional 20-30 employees will be required within IT, finance, HR, technical support and logistics
Source: SSI

Key investment highlights

- ❖ Close to 100 years of operational experience in manufacturing vaccines and biologics and production know-how within combination vaccines and tuberculosis control and prevention
- ❖ Well-invested production setup with additional unused capacity
- ❖ Production and sale of a number of products, including vaccines containing the unique pertussis and polio components - a low-dosage/low-cost polio vaccine is currently in the pipeline^(b)
- ❖ Internationally known for delivering high-quality vaccines
- ❖ Wide sales and distribution network covering more than 75 countries worldwide; European markets primarily
- ❖ Track record of supplying tetra- and penta-valent combination vaccines to the Danish childhood vaccination programme
- ❖ Opportunity to pursue a number of growth opportunities which can be achieved by penetrating new markets with existing products and existing markets with new products
- ❖ Opportunity to benefit from significant operational leverage and efficiency improvements under new ownership

Note: (b) As part of the Proposed Transaction, it is envisaged that VPB will have a right to produce, market and sell the new polio vaccine

Proposed Transaction

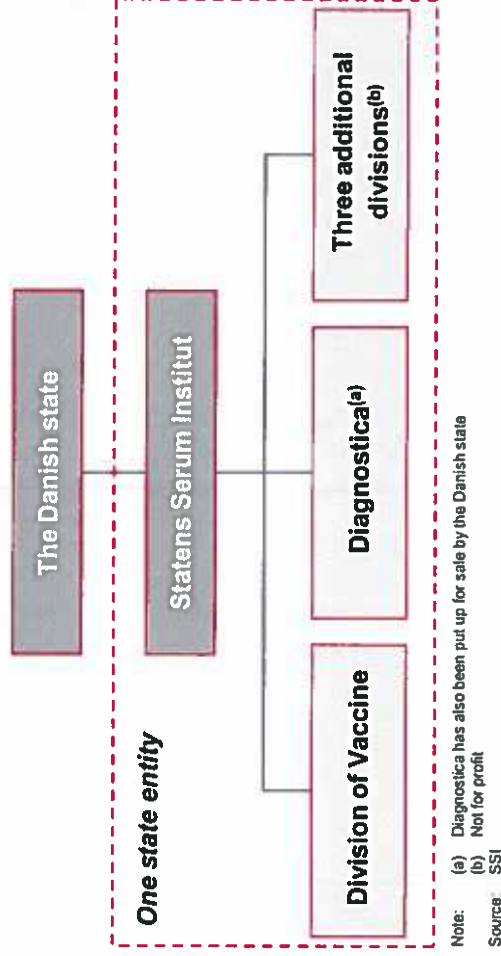
Transaction structure

- ❖ Currently, VPB is part of the Division of Vaccine at SSI which comprises vaccine production, vaccine R&D activities and third-party vaccine trade products
- ❖ It is envisaged that a transaction will be completed as a 100% share sale of a newly established legal entity comprising all activities and assets of the VPB business
- ❖ As such, a new owner will acquire:
 - the right to market and distribute all proprietary developed products as well as all related regulatory marketing authorisations
 - ownership of a well-invested production setup comprising all production equipment, technology, cell banks and seed lots
 - a highly skilled workforce involved in the production, quality assurance and control, regulatory affairs, sales as well as a number of employees from support functions
- ❖ The Proposed Transaction does not include the buildings, animal test facility and the R&D department (employees and product pipeline) and activities and employees related to the sale of third-party vaccines

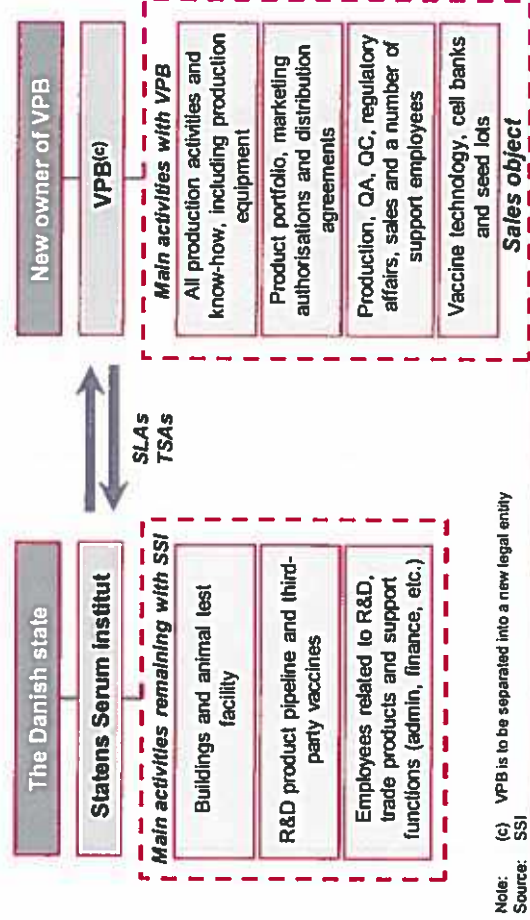
Separation

- ❖ Despite being a fully operating business entity, VPB will, following a transaction, rely on certain services from SSI for a defined period of time, including various support functions such as finance, HR, administration and IT which are currently performed jointly at SSI
- ❖ SSI will continue to deliver these services under transitional services agreements (TSAs)
- ❖ In addition, VPB will enter various trade and service level agreements (SLAs) with SSI and Diagnostica
- ❖ Lastly, since the buildings are not included in the Proposed Transaction, a rent agreement is to be established with SSI as part of the transaction

Current legal structure



Carve-out description and sales object



Business overview



Key product segments and operations

- ❖ VPB's product offering comprises both mono-component and combination vaccines for the primary and booster market
- ❖ Combination vaccines are based on high-purity bacterial and viral vaccine components and include:
 - tetra- and penta-valent vaccines for the Danish childhood vaccination programme^(a)
 - di- and trivalent vaccines for export markets
- ❖ VPB manufactures BCG vaccines, tuberculin and BCG culture for bladder cancer treatment
- ❖ Additionally, VPB performs contract filling and analytical services for pharmaceutical companies
- ❖ Furthermore, VPB provides development support and quality control services to SSI's vaccine research and development activities

Production and filling

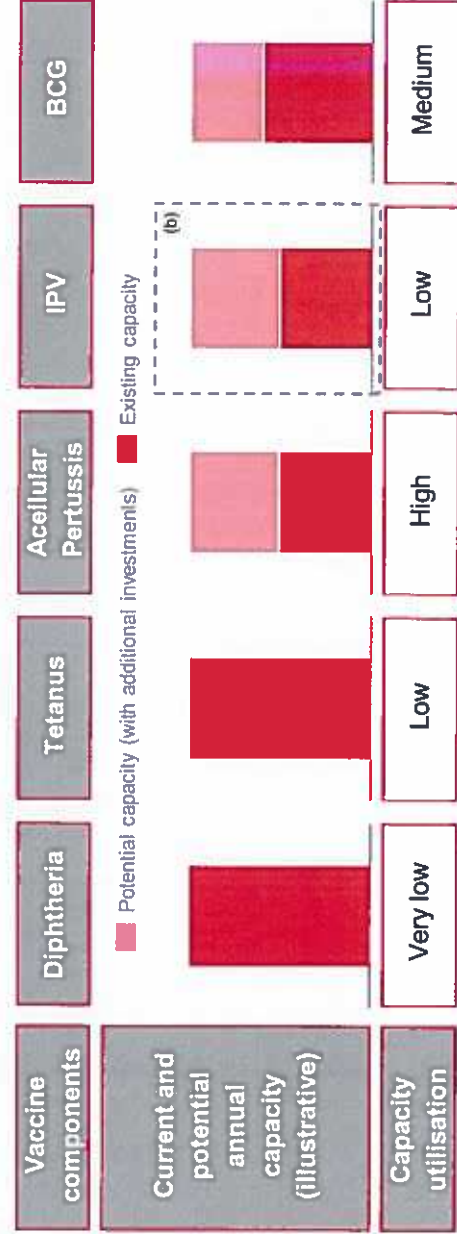
- ❖ Production of vaccine components as well as filling, inspection, labelling and packaging of products are performed in separate buildings
- ❖ All buildings are located within the SSI campus in the centre of Copenhagen, Denmark
- ❖ Currently, the production facilities are operating below the production capacity potential
 - For diphtheria and tetanus, this is primarily a result of the high yield nature of the production process
- ❖ In order to execute the current growth plans, VPB needs to invest in additional aP capacity, however, this is possible at the current aP facility

Product segment overview

Segments	Mono-component and combination vaccines	Tuberculosis related products	Bulk vaccines	Other
Products	<ul style="list-style-type: none"> ❖ Mono-component: D, T and IPV ❖ Td ❖ Tdap ❖ Tdap-IPV, DTaP-IPV/Hib 	<ul style="list-style-type: none"> ❖ BCG vaccine ❖ Tuberculin ❖ BCG culture (for bladder cancer treatment) 	<ul style="list-style-type: none"> ❖ D ❖ T ❖ aP ❖ Inactivated polio virus 	<ul style="list-style-type: none"> ❖ Contract filling (vials and syringes) ❖ Consultancy work ❖ QC services ❖ Other products
Revenue share as at 2013	46%	33%	6%	15%

Source: Non-audited carve-out financial statement of VPB

Vaccine component production capacity

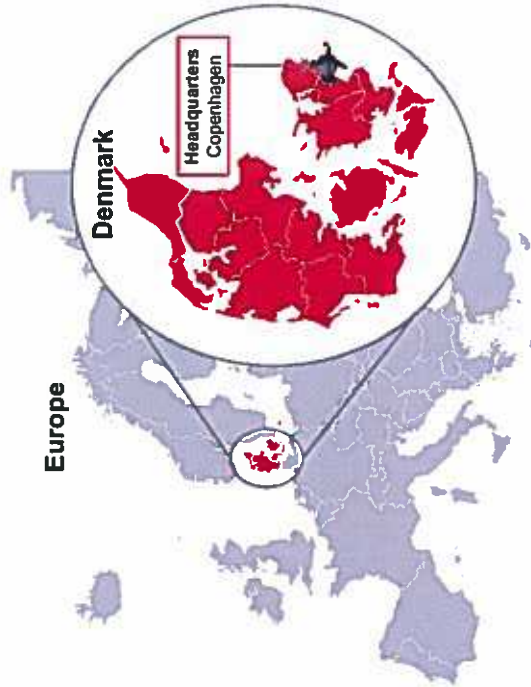


Note: (a) The penta-valent vaccine is based on a third-party hib-component
Source: SSI

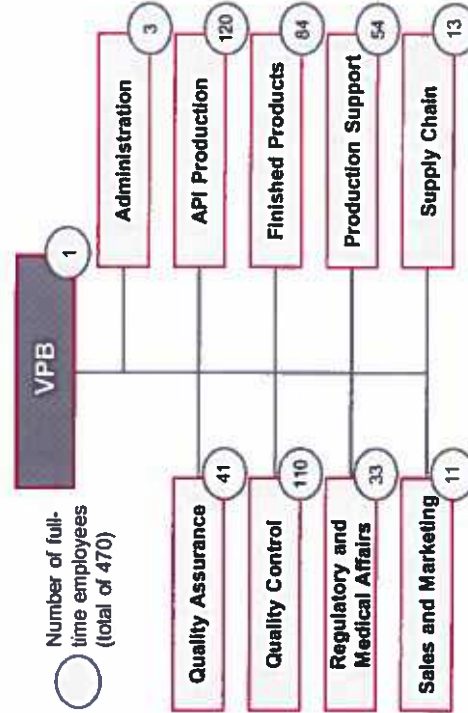
Note: (b) The current low-dosage/low-cost polio vaccine under development by SSI will increase the dosage output of the current IPV production capacity significantly
Source: SSI

Production and organisational overview

Headquarters



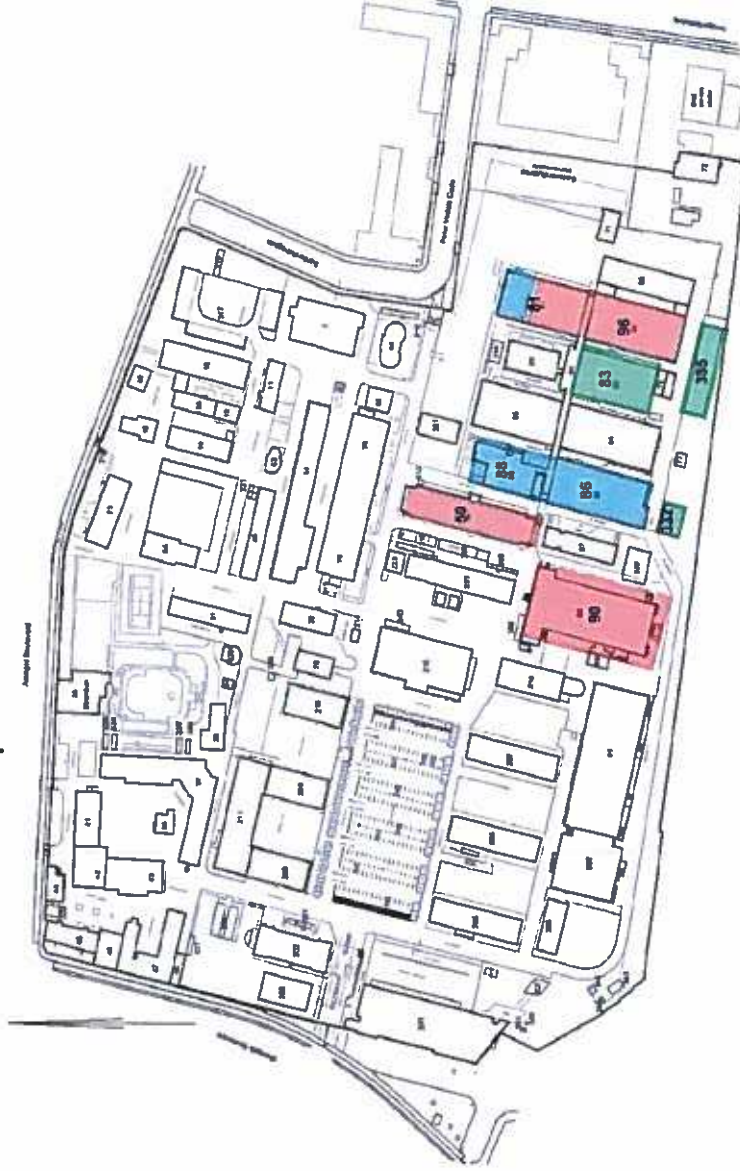
Organisation structure^(a)



Note: (a) In addition to the organisation structure displayed, VPB expects an additional 20-30 employees will be required within IT, finance, HR, technical support and logistics

Production and facility overview

■ VPB production
■ VPB fill
■ VPB finish
■ SSI premises



- ❖ VPB's production, fill and finish facilities are illustrated above
- ❖ In addition, VPB occupies a number of facilities for QC, QA, production utilities, sales, administration, etc.
- ❖ Furthermore, VPB has full access to all needed general utilities and service areas at SSI
- ❖ As part of the Proposed Transaction, VPB intends to enter into a long-term rent agreement with SSI

Source: SSI

Markets and financial highlights

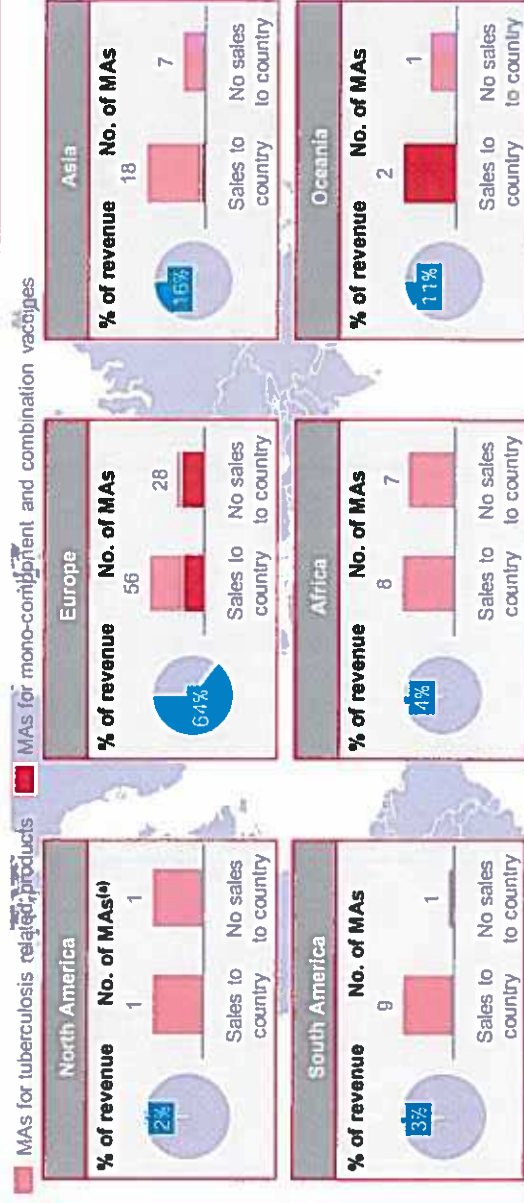
Go-to-market model

- VPB manages all domestic sales and relies on a network of distributors, agents and commercial partners for export sales
- Typically, partners are large and medium-sized vaccine manufacturers that market and distribute the products locally
- In total, VPB has more than 130 regulatory marketing authorisations (MAS) with the majority for combination vaccines and tuberculosis related products in Europe
- In a number of countries, the MAS have been maintained although no sales have been generated. However, this is done to secure flexibility for participation in future tenders
- Customers include vaccine manufacturers and distributors, public health authorities, pharmaceutical companies, etc.

Key financial highlights

- From FY 2004 to FY 2011, revenue increased by more than 30% to DKK 393m with growth across all segments
- Since 2011, revenue has declined primarily due to a scheduled reduction in the sales price of the Danish childhood vaccination programme
- At current revenue, VPB is loss-making and, as a stand-alone entity, VPB will need to increase volume to reach break even
- VPB's FY 2013 direct cost base is DKK 327m divided into DKK 66m in direct production costs, DKK 165m in production related salaries and DKK 96m in other operational or fixed costs
- In addition, costs in excess of DKK 85m related to shared IT, support functions, animal tests, energy and the use of SSI-owned buildings and facilities are allocated to VPB on the basis of SSI's principles for internal cost allocation

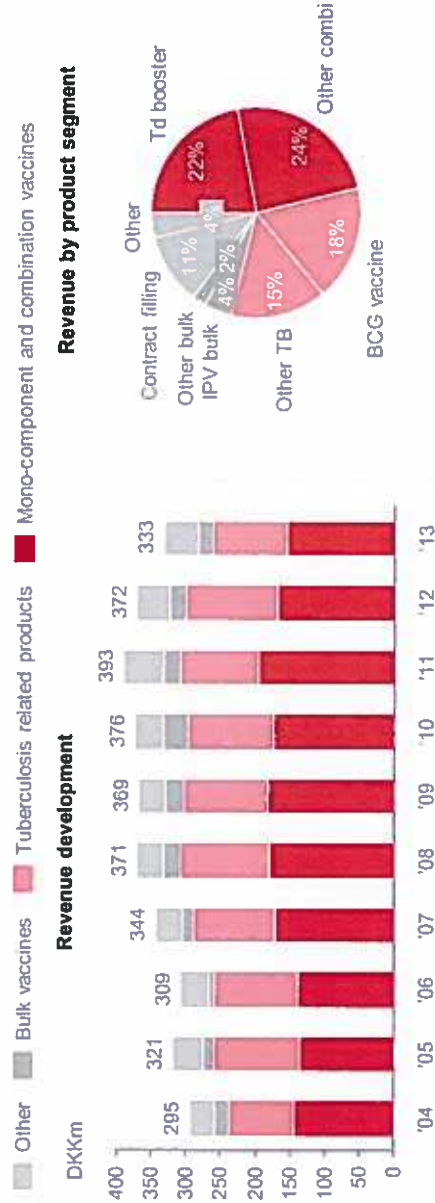
Overview of markets and marketing authorisations (as at December 2013)



Note: (a) MAS in North America relate to Mexico

Source: SSI and non-audited carve-out financial statement of VPB

Revenue development and split by product segment in FY 2013A(b)



Note: (b) Revenue development excludes inter-group revenue

Source: Non-audited carve-out financial statement of VPB

Transaction process



Next steps

- ❖ Recipients of this document have also received a procedure letter describing next steps
- ❖ EY has been appointed exclusive financial advisor to the Vendor. All correspondence pertaining to the Proposed Transaction must be addressed to EY's M&A Advisory
- ❖ Interested parties should under no circumstances, directly or indirectly, contact any employees, directors or managers of SSI or VPB in connection with the Proposed Transaction

Vendor representatives

Gert Sigh Christensen Partner, M&A Advisory, Denmark	Mobile: +45 25 29 31 22 E-mail: gert.s.christensen@dk.ey.com
Anders Brønnum-Schou Director, M&A Advisory, Denmark	Mobile: +45 25 29 32 30 E-mail: anders.broennumschou@dk.ey.com
Michael W. Valdorf-Hansen Associate Director, M&A Advisory, Denmark	Mobile: +45 25 29 38 48 E-mail: michael.valdorf@dk.ey.com
Staffan Folin^(a) Partner, M&A Advisory, Sweden	Mobile: +46 70 318 9359 E-mail: staffan.folin@se.ey.com

Note: (a) Only recipients located in the US are to direct inquiries to Staffan Folin



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The information contained herein does not constitute an offer to sell or a solicitation of an offer or a recommendation to purchase securities under the securities laws of any jurisdiction, including the United States Securities Act of 1933, as amended, or any US state securities laws, or a solicitation to enter into any other transaction. Any securities transactions with a US-based buyer will be effected through Ernst & Young Corporate Finance (Canada) Inc., a US registered broker-dealer that is part of a global network with Ernst & Young P/S in accordance with Rule 15a-6 under the United States Securities Exchange Act of 1934, as amended.



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Confidential

16. December 2014

To the authorised recipient
("Prospective Buyer" or "You")

16 December 2014

Statens Serum Institut's proposed sale of the Vaccine Production Business

Procedure Letter

Dear Sirs

Statens Serum Institut ("SSI" or "the Seller") is an entity under the Danish Ministry of Health, which is involved in prevention and control of infectious diseases as well as various public interest services including general health surveillance, prevention and control of biological threats and the use of IT in the Danish health care system.

SSI has previously announced its intention to pursue the sale of (i) SSI's business activities within vaccine production ("the Vaccine Production Business" or "VPB") as well as (ii) SSI's business activities within development, production and sale of diagnostic products ("Diagnostica").

The sale of VPB and Diagnostica will be managed as two separate open and transparent sales processes.

This Procedure Letter summarises the process for the proposed sale of the Vaccine Production Business and invites potentially interested parties to register their intention to participate in such process and subsequently bid for the acquisition of VPB ("the Proposed Transaction").

SSI has retained EY as its financial advisor and Accura as its legal advisor for the Proposed Transaction.

On behalf of SSI, EY will manage all correspondence regarding VPB and the Proposed Transaction (authorised representatives at EY and contact details are provided in section B of this letter). Prospective buyers should under no circumstances, directly or indirectly, contact any employees, directors or managers of SSI (including VPB) in connection with the Proposed Transaction without the prior written approval from authorised representatives of EY.

In order to be invited to stage 2 (as further described in Section A) of the Proposed Transaction and receive additional information on VPB, a Prospective Buyer is required to:

- sign and return the enclosed confidentiality undertaking ("Confidentiality Undertaking"); and
- submit a qualification letter containing the information set out in section A of this letter ("Qualification Letter").

The information in the Qualification Letter will be used to understand the experience and capabilities of a prospective buyer to potentially undertake and complete the Proposed Transaction in an efficient process. Prospective buyers submitting a Qualification Letter containing the information requested will be offered the opportunity to participate in stage 2 of the sales process. However, SSI reserves the right to request additional information if considered relevant in order to understand a prospective buyer's interests, corporate affiliation and capacity to undertake an acquisition.

Please refer to section C of this Procedure Letter for additional important information regarding the Proposed Transaction.



Section A: The contemplated sales process and overall timeline

It is envisaged that the VPB sales process will involve three stages as further outlined below.

Stage 1

Stage 1 will include:

- public announcement and marketing of the Proposed Transaction;
- distribution of a brief company introduction to the Vaccine Production Business in conjunction with this Procedure Letter; and
- distribution of a Confidentiality Undertaking.

No later than on 30 January 2015, any parties interested in participating in stage 2 of the sales process must return a signed version of the Confidentiality Undertaking and submit a Qualification Letter including the below information by email to:

Mr Anders Broennum-Schou email: anders.broennumschou@dk.ey.com	and	Mr Michael W. Valdorf-Hansen email: michael.valdorf@dk.ey.com
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Your Qualification Letter must include the information set out below:

<p>Prospective Buyer Identification</p> <p>1) Provide details on the identity of the Prospective Buyer or, if acting through a consortium, details of consortium members, including:</p> <ul style="list-style-type: none">a) legal name and registered office (or equivalent);b) legal form (Company, Partnership, Joint Venture, etc.);c) ultimate parent company (if applicable);d) ownership structure or identification of controlling and/or majority shareholder(s); ande) contact details (direct telephone and email) of Your authorised representatives for the Proposed Transaction.
<p>Background, interest and strategy</p> <p>2) Provide a brief outline of Your organisation's history and strategy going forward, including any potential activities currently performed in relation to the vaccine markets;</p> <p>3) Please provide a brief description of Your principal points of interest in the Vaccine Production Business driving your interest in the Proposed Transaction; and</p> <p>4) To the extent possible, provide high level comments on Your assumed strategic priorities for the Vaccine Production Business.</p>
<p>Acquisition and integration experience</p> <p>5) Provide a brief outline of Your organisation's experience in completing acquisitions over the last 5-7 years; and</p> <p>6) To the extent possible, please provide high level comments on any key concerns that You may have in regards to the contemplated separation (carve-out) of the Vaccine Production Business from SSI.</p>



Financial capacity and interests

- 7) Provide confirmation that You have sufficient resources, including sufficient capital base and access to funds, to fund any acquisition and the continued operation of the Vaccine Production Business; and
- 8) Indicate Your preliminary interest in entering into a long-term lease agreement for the rent of the current production and office premises within the SSI campus, subject to acceptable terms.

Other

- 9) Any additional information that You may consider relevant in terms of Your preliminary view on the Vaccines Production Business, the contemplated sales process and Your interest in the Proposed Transaction.

Subject to receiving the signed Confidentiality Undertaking and Your Qualification Letter, prospective buyers registering interest will, shortly after 30 January 2015, be invited to the second stage of the Proposed Transaction.

Stage 2

Subject to being invited to stage 2 of the sales process, prospective buyers will be provided with:

- an information memorandum containing a detailed description of the Vaccine Production Business, including a description of VPB's financial performance, anticipated separation matters as well as potential growth and improvement opportunities and other relevant information;
- process letter II providing further details of the Proposed Transaction, including the required contents of a non-binding indicative offer; and
- the opportunity to submit a limited number of written questions which, to the extent possible, will be answered and collated in a formal question and answer memorandum. It is envisaged that the question and answer memorandum comprising all questions received and answered will subsequently be submitted on a no-name basis to all prospective buyers.

Following receipt of non-binding indicative offers, a clarification process may be required prior to inviting a limited number of prospective buyers to participate in the final stage of the Proposed Transaction. At this stage, it should be expected that the price offered (defined as the total economic value to SSI) in a non-binding indicative offer will be a material criteria for selecting prospective buyers to participate in stage 3. Further information on the contents of and criteria for evaluating the non-binding indicative offers will be provided in conjunction with process letter II.

Stage 3

Subject to being invited to stage 3, the prospective buyers will receive process letter III comprising details of the due diligence process, mark-up on transaction documents and other requirements and procedures.

It is anticipated that prospective buyers will be offered the opportunity to conduct customary due diligence investigations, including having access to a financial vendor due diligence report, an electronic data room with the opportunity to post questions and receive answers, meet representatives of the Vaccine Production Business as well as conduct site visit at the VPB premises.

Prospective buyers should expect to undertake strict confidentiality requirements to be granted access to the due diligence documentation.

A draft version of the proposed legal transaction documentation and ancillary legal documentation will be made available during the due diligence period. It is envisaged that the Proposed Transaction will be completed as a sale of the entire share capital of a newly established legal entity comprising the Vaccine Production Business. It is the intention to complete a sale to a prospective buyer offering the most attractive combination of price (defined as the total economic value to SSI) and terms of a transaction. Additional information on the contents of and criteria for evaluating final offers will be provided in conjunction with process letter III.

Legal transaction documentation will be drafted in the English language and will be subject to Danish law.



It is SSI's intention to ensure an efficient sales process with the objective of receiving binding offers for the Proposed Transaction in due time for completing contract negotiations and signing of final transaction documentation before 30 June 2015. Any negotiated transaction documentation will be subject to final approval by the Danish Finance Committee.

Section B: Contact details for authorised representatives of EY in connection with the Proposed Transaction

You are kindly requested to ensure that any queries that You may have in regards to SSI and the Proposed Transaction are addressed only to the authorised representatives of EY mentioned below.

Name:	Mr Gert S. Christensen	Mr Anders Broennum-Schou	Mr Michael W. Valdorf-Hansen
Position:	Partner	Director	Senior Manager
Direct tel.:	+45 2529 3122	+45 2529 3230	+45 2529 3848
e-mail:	gert.s.christensen@dk.ey.com	anders.broennumschou@dk.ey.com	michael.valdorf@dk.ey.com

Section C – Additional important information

Subject only to the general principle of equal treatment under Danish law, SSI reserves the right to invite or exclude any person (whether or not a Prospective Buyer) from participating in any stage of the contemplated sales process and/or to amend, suspend or discontinue the Proposed Transaction without notice and without any liability towards any third party (whether or not a Prospective Buyer) for any loss of contract, opportunity or otherwise for any costs, expenses and the like.

Subject to general principles and obligations under Danish law, the identity of prospective buyers participating in the contemplated sales process as well as any offers submitted will be kept strictly confidential and will not be disclosed.

Neither this Procedure Letter nor the company introduction constitutes an offer to sell the Vaccine Production Business. An offer to buy will only be deemed accepted by SSI when a definitive share sales and purchase agreement has been signed.

Until such signing, neither SSI, the Danish Ministry of Health nor its advisors will have any liabilities or obligations to any prospective buyer for representations, warranties or statements contained in any other written material furnished or information orally transmitted to you and, after such signing, the only obligations will be those set out in such definitive share sales and purchase agreement. Accordingly, neither SSI, the Danish Ministry of Health nor any officers, directors, employees, agents, representatives or consultants nor the advisors shall be held liable in any way for any representations, warranties or statements, whether made in any written information or information orally transmitted in relation to the Proposed Transaction.

This Procedure Letter and any subsequent information, letters, presentations and provided to You in connection with the Proposed Transaction as well as all offers are governed by Danish law.

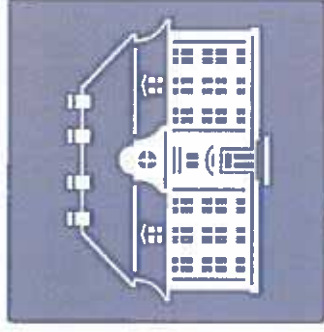
Prospective buyers interested in participating in the Proposed Transaction will bear their own costs of their own investigation and evaluation, including fees and disbursements of own advisers.

We look forward to receiving Your signed confidentiality undertaking and Qualification Letter.

Yours sincerely
ERNST & YOUNG P/S

Gert Sigh Christensen
Partner

STATENS SERUM INSTITUT



Diagnostica

Company introduction, December 2014

The investment opportunity



Introduction

- ❖ Since the early 1900s, Statens Serum Institut (SSI), a public enterprise under the Danish Ministry of Health, has been involved in the development and production of different antisera and vaccines
- ❖ The Danish state has decided to carve-out and put 100% of SSI Diagnostica (Diagnostica) up for sale (the Proposed Transaction)
- ❖ EY's M&A Advisory has been retained sole financial advisor to the owners of Diagnostica, which is ultimately the Danish state (the Vendor), in relation to the Proposed Transaction

The opportunity

- ❖ Headquartered in Hillerød, Denmark, Diagnostica was established as a separate division of SSI in 1998 and, today, it is a renowned biomedical company engaged in the development and production of in vitro diagnostics (IVD)
- ❖ Diagnostica offers a strong platform of proprietary products within culture media and antisera & kits, and has been engaged in trading of third party products for more than 10 years
- ❖ Leveraging on its strong product quality and market position, the company has built long lasting relations to prominent public and private healthcare customers in Denmark and abroad
- ❖ Almost half of all revenue is generated from customers abroad by leveraging on a global network of more than 50 distributors to reach customers in approximately 90 countries worldwide
- ❖ A new owner of Diagnostica will have the opportunity to leverage the current business platform, including benefiting from increased financial focus as well as selective accelerated product development initiatives

Key investment highlights

- 1 Well-performing business in the culture media and antisera & kits sectors with a strong portfolio of proprietary products
- 2 Long track-record of efficiently cross-selling well-known third-party products to customers
- 3 Access to key customers in domestic, regional and international markets by building on a history of more than hundred years
- 4 ~100 highly skilled employees in the areas of R&D, production, sales and marketing with an average seniority of 10 years
- 5 Experienced sales and marketing team as well as a broad portfolio of distributors covering more than 90 countries worldwide
- 6 Unique business platform with in-house control of the entire value chain providing a flexible platform for development of customised products
- 7 Efficient and highly scalable production facility that fully complies with technical and environmental requirements
- 8 Considered to be the preferred culture media supplier to the clinical microbiological laboratories in Denmark
- 9 The world's most comprehensive collection of antisera for various bacteria types
- 10 Experienced R&D staff driving expansion of business platform and an already identified pipeline of innovations with strong commercial potential

Proposed Transaction

Transaction structure

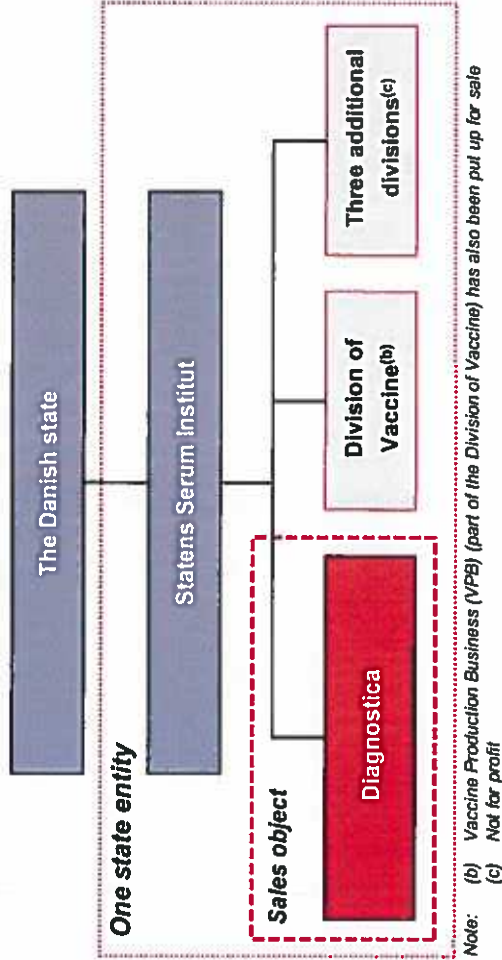
- ❖ Diagnostica is the commercial business unit under SSI focusing on diagnostics and microbiology
- ❖ It is envisaged that a transaction will be completed as a 100% share sale of a newly established legal entity comprising all activities and assets of the Diagnostica division
- ❖ Diagnostica primarily operates as a stand-alone entity controlling all functions from R&D and production to sales and marketing as well as a majority of all support functions across three locations:
 - The headquarter premises in Hillerød, Denmark, which besides office space also includes R&D and production facilities
 - The Hvidesten farm in Allerød, Denmark, used for the production of animal blood and sera
 - Since 2010, a representative office in Beijing^(a), China, focusing on the development of sales to the Asian market

Separation

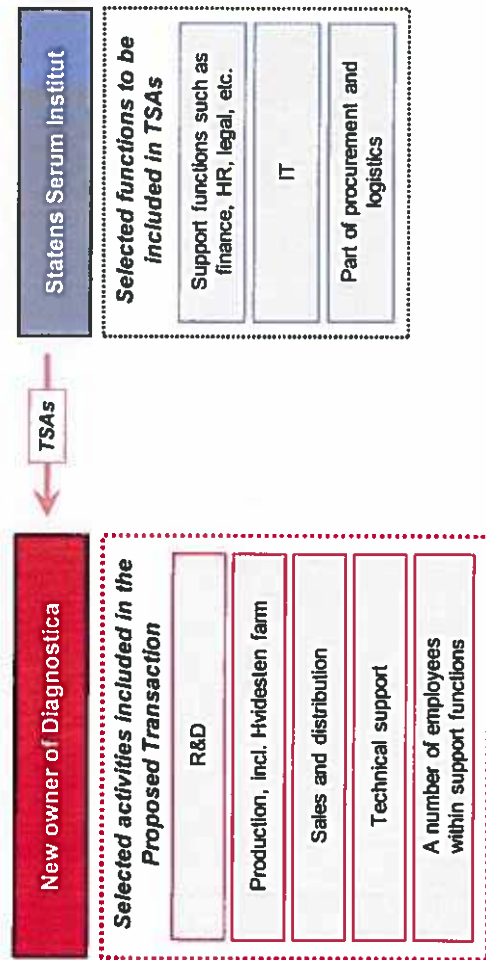
- ❖ Despite being operated as a stand-alone business entity, Diagnostica will, following a transaction, rely on certain services from SSI for a defined period of time
 - Limited support functions within finance, HR and administration as well as a requirement to replace the ERP system and all IT services which are currently performed jointly at SSI
 - Part of procurement and related logistics are handled by SSI on behalf of Diagnostica
 - SSI will continue to deliver these services under transitional services agreements (TSAs)
- ❖ In addition, Diagnostica will enter various trade and service level agreements with SSI and the Vaccine Production Business (VPB)

Note: ^(a) In 2015, the office will be moved to Hangzhou

Current legal structure



Carve-out description and sales object



Business overview

Products and activities

- ❖ Diagnostica develops, produces and sells in vitro diagnostic products for clinical microbiology, veterinary diagnostics, food control as well as environmental and hygiene control
 - Most products are CE marked and produced according to ISO 9001 and ISO 13485
- ❖ Activities are split into three mutually reinforcing business areas;
 - 1) Culture Media
 - 2) Antisera & Kits
 - 3) Trade Products
- ❖ Products are recognised as high-quality and are primarily sold to hospitals, reference centres, laboratories, general practitioners, veterinarians and pharma companies
 - Diagnostica has long-term agreements with large key customers which ensures a high degree of customer satisfaction and retention
 - Furthermore, the company has an excellent track record in distributing products in Scandinavia for large well-known brands
- ❖ Most sales to customers in Denmark, Sweden and Norway are conducted directly in order to maintain close relations with key regional customers
- ❖ The company has a wide portfolio of international distribution partners; usually companies with products complementary to those of Diagnostica
 - Direct sales are applied to a few selected large corporate accounts in Europe and the US

Business areas

Business area	Key product categories	Main customer groups
1. Culture Media	<ul style="list-style-type: none"> ❖ Plated culture media ❖ Liquid culture media ❖ Urinary tract infection test kit (Flexicult) ❖ Transport media and sampling materials ❖ Animal blood 	<ul style="list-style-type: none"> ❖ Hospitals ❖ General practitioners and veterinarians ❖ Food and pharma
2. Antisera & Kits	<ul style="list-style-type: none"> ❖ Pneumococcus antisera ❖ Salmonella antisera ❖ E. coli antisera ❖ Pneumococcus antigens ❖ PCR kits 	<ul style="list-style-type: none"> ❖ Vaccine and diagnostic kit manufacturers ❖ Human and veterinary reference laboratories ❖ Hospital laboratories
3. Trade Products	<ul style="list-style-type: none"> ❖ Qiagen^(a): Tuberculosis test kits ❖ Copan^(b): Automatic sample processing systems, transport media and sampling materials ❖ Simicon^(a): Biological indicators ❖ Biocontrol Systems^(a): Testing platforms for the detection of food-borne pathogens, spoilage organisms and hygiene and HACCP monitoring ❖ Microbiologics^(a): Quality control microorganisms 	<ul style="list-style-type: none"> ❖ Hospitals ❖ Food control laboratories ❖ Primary care

Note: (a) Third party supplier

Revenue split by business area and geography, 2013^(b)



By geography



Note: (b) 100% = DKK 133m (Other revenue of DKK 1m excluded)

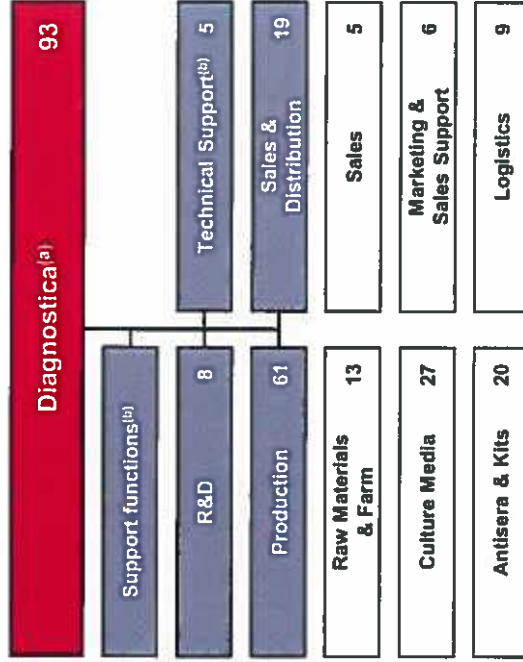
(c) RoW (Rest of World) includes 79 countries

Source: Diagnostica Financial Model (by business areas) and Diagnostica management accounts (by geography)

Organisation and facilities

Organisation

- ❖ Diagnostica has 93 employees of which 88 are engaged in either R&D, production or sales
- ❖ The management team is led by Executive Vice President, Helle Birk Krogsgaard, who has been with SSI since 1993
 - Helle Birk Krogsgaard also takes the role of CFO for SSI and is as such only partly involved in the daily operations of Diagnostica
- ❖ The day-to-day management team comprises:
 - Mette Kerm (with SSI since 1995), Director of Production and R&D as well as day-to-day operations manager of Diagnostica
 - Lars-Erik Kuhl (with SSI since 1998), Director for Sales and Distribution



Note: (a) Figures indicate number of employees as of December 2014
 (b) In connection with the Proposed Transaction, 5-10 FTEs within technical and administrative support functions will be transferred from SSI to Diagnostica

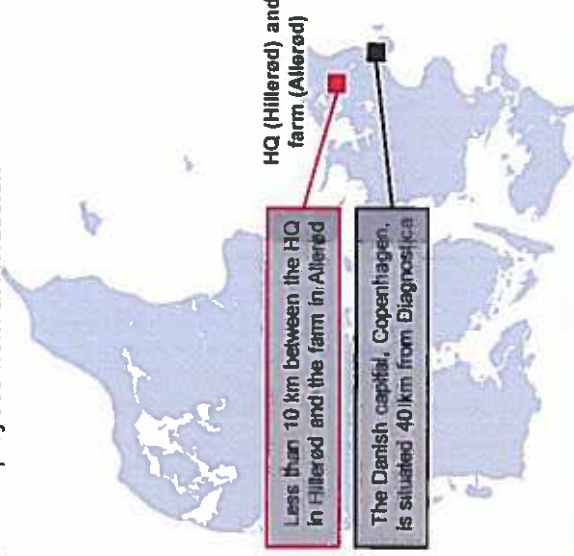
Locations and facilities

- ❖ The company has a long-term rent agreement on its headquarters in Hillerød which comprises the production of culture media and antisera & kits
 - Additionally, logistics, inventory, quality control and administration are carried out at the site
 - The headquarters comprises a total of 4,313 m² and 80 employees
- ❖ The company owns the Hvidesten farm in Allerød for the production of animal blood and sera from its own herd of horses, sheep, cows and rabbits
 - The farm supplies the culture media production with serum and blood from horses, sheep and cows
 - Serum drawn from immunised rabbits are used in the production of antisera and some diagnostic kits
 - 13 employees work at Hvidesten

Headquarters, Hillerød



Hvidesten farm (aerial photo), Allerød



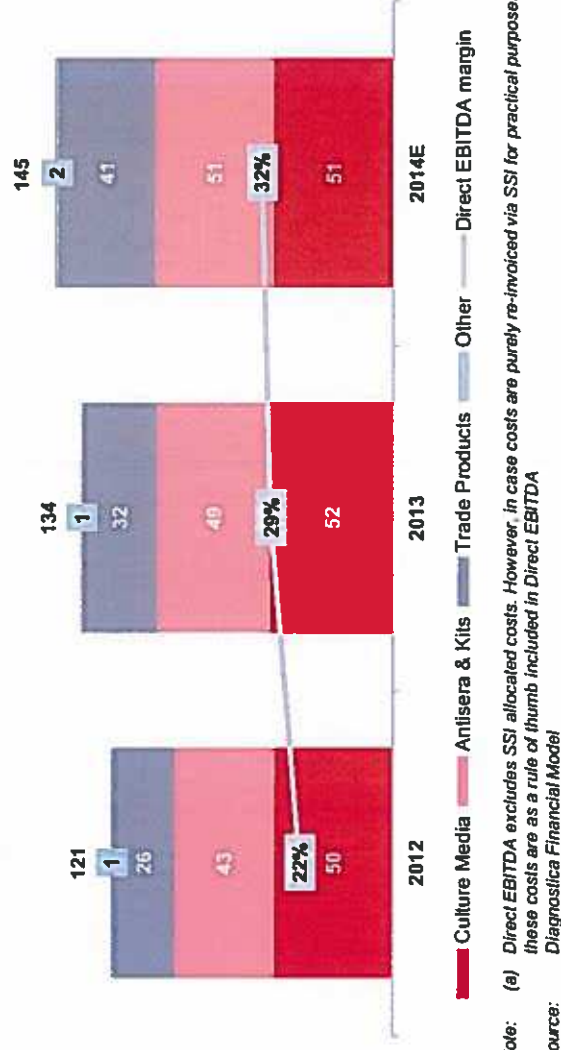
Representation and sales office in Hangzhou, China, with one full-time employee on a consultancy basis (included in organisation chart)

Financial highlights

Key financial highlights

- Historically, the Culture Media business area has been the largest source of revenue
- Since 2012, growth has mainly been driven by Antisera & Kits and Trade Products. Hence, these business areas are today also large contributors to both revenue and earnings
- It is estimated that 2014E revenue will amount to DKK 145m and Direct EBITDA will be approximately DKK 46m
- The improved Direct EBITDA margin from 2012 to 2014E is a consequence of an increase in the activity level as well as a shift towards higher margin products
- In addition, a number of strategic initiatives are in the pipeline and are expected to increase growth from 2015 and onwards
- Costs items related to support functions, procurement and logistics, etc. are allocated to Diagnostica on the basis of SSI's principles for internal cost allocation and are not included in Direct EBITDA
 - Post-transaction and transition period, the corresponding costs items are expected to be between DKK 5-10m on an annual basis depending on the prospective buyer
- Furthermore, Diagnostica generates revenue from sales to both SSI and VPB of approximately DKK 8m annually which is included in Direct EBITDA
 - Today, revenue from SSI and VPB generates limited profit margin but, as part of the transaction, trade agreements are expected to be established which will reflect market prices. This will have an equally positive effect on both revenue and Direct EBITDA
- The expected annual maintenance CAPEX level is approximately DKK 1.5m

Revenue (DKKm) and Direct EBITDA^(a) margin



New initiatives

- A number of new initiatives are anticipated to drive future revenue growth and profitability margins, including:
 - Strategic efforts to promote the culture media product Flexicult (determines urinary tract infections and antibiotic resistance) to the human and veterinary markets in selected European countries and the US
 - Further development of lateral flow tests (LFTs) for the clinical microbiological market (Diagnostica launched a combined legionella/pneumococcus urinary antigen test in Q3 2014); new LFTs expected to be launched in 2015
 - A real-time PCR kit is being developed to capitalise on current market trends. In addition, the kit will diversify current product portfolio and represents a more technology-heavy innovation compared to antisera and antigens

Transaction process



Next steps

- ❖ Recipients of this document have also received a procedure letter describing next steps
- ❖ EY has been appointed exclusive financial advisor to the Vendor. All correspondence pertaining to the Proposed Transaction must be addressed to EY's M&A Advisory
- ❖ Interested parties should under no circumstances, directly or indirectly, contact any employees, directors or managers of SSI or Diagnostica in connection with the Proposed Transaction

Vendor representatives

Gert Sigh Christensen
Partner, M&A Advisory, Denmark

Mobile: +45 2529 3122
E-mail: gert.s.christensen@dk.ey.com

Anders Brønnum-Schou
Director, M&A Advisory, Denmark

Mobile: +45 2529 3230
E-mail: anders.broennumschou@dk.ey.com

Pernille Finsteen Gjøedvad
Manager, M&A Advisory, Denmark

Mobile: +45 2529 3354
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Staffan Folin*

Partner, M&A Advisory, Sweden

Mobile: +46 70 318 9359
E-mail: staffan.folin@se.ey.com

*Only recipients located in the US are to direct inquiries to Staffan Folin



Ernst & Young P/S
Osvald Helmuths Vej 4
DK-2000 Fredensberg

Important notice

The information and opinions in this document have not been independently verified. No representation or warranty, express or implied, is given by Ernst & Young P/S, Diagnostica or the Vendor, nor their respective directors, partners, officers, employees, affiliates, employees, advisers or agents, as to the accuracy or completeness of the contents of this document or that the document necessarily contains such information that would be considered desirable or necessary in order to value a potential acquisition of Diagnostica, and assume no responsibility for the use of or relying on the information in this document. The information contained in this document is submitted to parties for use solely in connection with their consideration of the transaction opportunity described herein. By its acceptance hereof, the recipient agrees that neither it nor any of its employees or advisors shall use the information for any purpose other than the evaluation of the transaction opportunity, nor shall it divulge the information or distribute this overview to any other party, in whole or in part, at any time without the prior written consent of Diagnostica through Ernst & Young P/S.

The information contained herein does not constitute an offer to sell or a solicitation of an offer or a recommendation to purchase securities under the securities laws of any jurisdiction, including the United States Securities Act of 1933, as amended, or any US state securities laws, or a solicitation to enter into any other transaction. Any securities transactions with a US-based buyer will be effected through Ernst & Young Corporate Finance (Canada) Inc., a US registered broker-dealer that is part of a global network with Ernst & Young P/S in accordance with Rule 15a-6 under the United States Securities Exchange Act of 1934, as amended.

[Date]

To:

Statens Serum Institut
CVR no. 46 83 74 28
Artillerivej 5
2300 København S
Att.: Ole Jensen

Ernst & Young P/S

CVR no. 30 70 02 28
Osvald Helmuths Vej 4
2000 Frederiksberg
Att.: Gert Sigh Christensen

From:

[Prospective Buyer], [address], [city], and any legal entity directly or indirectly controlled by [insert prospective buyer]

Dear Sirs,

CONFIDENTIALITY UNDERTAKING (THE "UNDERTAKING")

Statens Serum Institut ("SSI") is considering a divestment of its operations relating to the diagnostica sector that develops, produces and sell *in vitro* diagnostic products for clinical microbiology, veterinary diagnostic, food control, environmental and hygiene control operated as hitherto conducted by SSI (the "DIA Business"). The DIA Business will be transferred to a company wholly owned by SSI ("SSI Diagnostica").

We have expressed an interest in potentially entering into an agreement for the purchase of the entire share capital of SSI Diagnostica (the "Proposed Transaction").

As a condition to and in consideration of SSI and Ernst & Young P/S ("EY") and others providing us with certain information concerning the DIA Business and SSI Diagnostica, we acknowledge and undertake as follows:

1 CONFIDENTIAL MATERIAL

As used herein, the term "Confidential Information" shall mean all documents and information regarding the DIA Business and SSI Diagnostica disclosed to us or to any of our Representatives (as defined below) by or on behalf of SSI, regardless of whether such documents and information is disclosed in

writing, orally, electronically or in any other way, and whether it is disclosed in a data room or otherwise. "Confidential Information" shall also include all analyses, summaries, compilations, studies and other materials prepared by us, any of our Representatives or others that contain or otherwise reflect information from such Confidential Information.

In addition "Confidential Information" includes the fact that the Proposed Transaction is being evaluated, discussed and/or potentially negotiated, including any terms, conditions or other facts with regard hereto, including the status thereof.

The term "Confidential Information" does not include any information that;

- (i) is or becomes generally available to the public, including for the avoidance of doubt, Confidential Information subject to the right of access to public records (in Danish "*aktindsigt*"), other than as a result of a disclosure by us or any of our Representatives in breach of this Undertaking,
- (ii) is or becomes available to us or any of our Representatives from a source other than SSI, or any of SSI's representatives or advisers, and which is not prohibited from disclosing such information by any legal, contractual or fiduciary obligation owed to SSI,
- (iii) was in our or any of our Representatives' legitimate possession prior to disclosure by or on behalf of SSI, or
- (iv) is developed by us or any of our Representatives independent of any Confidential Information supplied hereunder.

2 PROTECTION OF CONFIDENTIAL MATERIAL AND REPRESENTATIVES

We undertake to keep all Confidential Information in strict confidence and safe custody and we undertake not to disclose, distribute or communicate, directly or indirectly, in whole or in part, any Confidential Information to any other person or entity without the prior written consent of EY or SSI; except that we may disclose Confidential Information or parts thereof to any of our associated companies (excluding any portfolio companies in which funds are managed or advised by us), any new companies formed by us for the purpose of the Proposed Transaction and each of their and our directors, officers, employees, professional advisers and financial sources, including any potential providers of finance ("Representatives") who need to receive such Confidential Information for the purpose of evaluating, negotiating, financing and/or consummating the Proposed Transaction.

Prior to disclosing any Confidential Information to our Representatives, we ensure that our Representatives abide by the terms of this Undertaking as if each of them had signed the Undertaking themselves. We undertake to procure that our Representatives perform in accordance with the Undertaking.

We agree to be responsible towards SSI for any breach of this Undertaking (including any agreement entered into with our Representatives pursuant to this Undertaking) by us, our associated companies and any new companies formed by us for the purpose of the Proposed Transaction and our and their

directors, officers and employees and we agree to immediately notify EY and SSI of any alleged, threatened or actual breach of this Undertaking immediately upon us becoming aware of such breach.

3 USE OF CONFIDENTIAL MATERIAL

We undertake to use the Confidential Information solely in connection with the Proposed Transaction, and that the Confidential Information will not be used by us or by any of our Representatives for any other purpose whatsoever, including, without limitation, to the competitive disadvantage of SSI.

4 COMPELLED DISCLOSURE

In the event that we or any of our Representatives become compelled by law, regulatory or government authority to disclose any part of the Confidential Information, we will promptly and to the extent legally permissible before such disclosure notify EY and SSI thereof in writing, thus permitting SSI to seek a protective order or take other appropriate legal action at their cost. We agree to the extent legally permissible to assist and cooperate in any appropriate action, which SSI may decide to take. If we are obliged to make a disclosure we shall only make such disclosure to the extent to which we are so obliged but not further or otherwise.

5 RETURN OR DESTRUCTION OF CONFIDENTIAL MATERIAL

If the Proposed Transaction is not completed, or if the Proposed Transaction is completed without us participating herein, at the written request of SSI or EY, we will promptly at our choice either return to SSI or destroy all Confidential Information including all copies hereof, if any, then in our possession, and any extracts or other reproductions thereof, without retaining any copy thereof (unless required by law, rule, regulation, including stock regulations, internal compliance procedures or any competent judicial, governmental, supervisory or regulatory body) and confirm in writing to SSI and EY that we have complied with such obligations. The obligations of this paragraph to return or destroy Confidential Information shall not apply to Confidential Information which has been created pursuant to automatic IT back-up or internal disaster recovery procedures.

If, and then only to the extent that such return or destruction is not technically possible or if we and/or any of our Representatives keep any copies due to mandatory law or internal compliance procedure, we shall continue to be bound by the terms of this Undertaking, including use, disclosure and copying of Confidential Information set out herein.

We will continue to be bound by the provisions of this Undertaking in respect of all Confidential Information whether destroyed or returned as described above.

6 NO OFFER, NO WARRANTY AND TERMINATION

For the avoidance of doubt, nothing herein shall be construed as an offer or an agreement in relation to the Proposed Transaction. It is further understood that, other than for the matters specifically set

forth herein, this Undertaking shall in no way create any legal obligation whatsoever with respect to the Proposed Transaction, and that no such obligation can be created except by a duly authorised definitive, executed written offer, contract, corporate action or agreement covering such transaction.

Subject to anything that may otherwise be agreed in any final signed sale and purchase agreement, we agree that neither SSI nor any of its directors, officers, employees, advisers or other agents have made or will make any representation or warranty as to the correctness, accuracy or completeness of the Confidential Information or as to the sufficiency or suitability thereof for our purposes, and that none of such persons or entities undertakes to provide us with any additional information or to update the Confidential Information or to correct any inaccuracy or error in the Confidential Information that may become known to them. In addition, we hereby agree that neither SSI nor any of its directors, officers, employees, advisers or other agents shall have any liability to us or our Representatives for our and/or our Representatives' use of the Confidential Information or any parts hereof, save in the case of fraudulent misrepresentation.

Except as otherwise agreed between the parties, SSI reserve the right to terminate the discussions about the Proposed Transaction at any point in time upon written notice and without being obliged to state any reason for such termination.

7 PROPERTY OF INFORMATION

We acknowledge that notwithstanding anything set out in this Undertaking, all Confidential Information supplied or disclosed shall remain the property of SSI.

We acknowledge that neither this Undertaking nor the disclosure by SSI of any Confidential Information hereunder shall be constructed as granting us any right or license to any information, data or intellectual property rights, including but not limited to patents, trademarks or trade secrets.

8 CONTACT

We undertake - and we shall procure that our Representatives undertake - only to contact EY in relation to the Proposed Transaction unless specifically set out in this Undertaking. We undertake not to make contact with SSI, the Ministry of Health or any board member, officer, employee, customer, supplier or other business partner of SSI as regards the Proposed Transaction unless otherwise agreed with EY prior to such contact or specifically set out in this Undertaking.

Furthermore, we undertake to notify EY before engaging any kind of contact or dealing with any other potential investor for the purposes for discussing or coordinating an investment regarding the Proposed Transaction and to immediately notify EY if any other potential investor contacts us for such purposes.

All communications with EY relating to the Proposed Transaction shall be addressed to:

Name: Ernst & Young P/S
Att.: Gert Sigh Christensen (gert.s.christensen@dk.ey.com) or
Anders Brønnum-Schou (anders.broennumschou@dk.ey.com)
Address: Osvald Helmuths Vej 4
2000 Frederiksberg]
Tel.: +45 73 23 30 00

9 REMEDIES FOR BREACH OF THE UNDERTAKING

We agree that in the event of our breach of this Undertaking, we shall be liable for damages suffered by SSI in accordance with the ordinary rules of Danish law.

In addition to the remedies set forth above, SSI shall be entitled to exercise any and all other rights and remedies provided under applicable law, including without limitation, injunctions and specific performance.

We agree and acknowledge that, except as permitted in this Undertaking, our use of the Confidential Information and/or unauthorised disclosure thereof is contrary to section 19 of the Danish Marketing Practices Act (in Danish "*markedsføringsloven*").

10 NON-WAIVER

We agree that no failure or delay by SSI in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof by SSI preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11 TERM

The confidentiality undertaking set forth herein shall cease to exist if and when the Proposed Transaction is completed.

If the proposed Transaction is not completed, our obligations under this agreement shall cease to exist two (2) years from the signing of this Undertaking, however, without prejudice to our liability for breach of this Undertaking.

12 GOVERNING LAW; JURISDICTION; VENUE

This Undertaking and any dispute or claim arising out of or in connection herewith shall be governed by and construed in accordance with the laws of Denmark (excluding its provisions on conflict of laws).

Any dispute arising out of or relating to the Undertaking shall be finally settled in accordance with the "Rules of Arbitration Procedure of Danish Arbitration (Danish Arbitration)". The Court of Arbitration

shall allocate liability for the full costs incurred by both parties in respect of reasonable attorney's fee and the Court of Arbitration in the proportions the Court of Arbitration shall deem to be fair and reasonable. The language of the proceedings shall be English. The place of arbitration shall be Copenhagen, Denmark.

This provision shall not preclude SSI from initiating legal proceedings concerning injunctions before the ordinary courts with a view to enforcing section 9 of this Undertaking.

Yours sincerely,

[Copenhagen, DATE]

For [Prospective Buyer]

[Name]

[Title]

[Name]

[Title]



Ernst & Young P/S
Osvald Helmuths Vej 4
P.O. Box 250
2000 Frederiksberg
Denmark

Telephone +45 73 23 30 00
Telefax +45 72 29 30 30
www.ey.com/dk
Reg. no. 30 70 02 28

Confidential

16 December 2014

**To the authorised recipient
("Prospective Buyer" or "You")**

16 December 2014

Statens Serum Institut's proposed sale of its activities within the development, manufacturing and sale of diagnostic products

Procedure Letter

Dear Sirs

Statens Serum Institut ("SSI" or "the Seller") is an entity under the Danish Ministry of Health, which is involved in prevention and control of infectious diseases as well as various public interest services including general health surveillance, prevention and control of biological threats and the use of IT in the Danish health care system.

SSI has previously announced its intention to pursue the sale of (i) SSI's activities within the development, production and sale of diagnostic products ("Diagnostica") as well as (ii) SSI's business activities within vaccine production ("VPB")

The sale of Diagnostica and VPB will be managed as two separate open and transparent sales processes.

This Procedure Letter summarises the process for the proposed sale of Diagnostica and invites potentially interested parties to register their intention to participate in such process and subsequently bid for the acquisition of Diagnostica ("the Proposed Transaction").

SSI has retained EY as its financial advisor and Accura as its legal advisor for the Proposed Transaction.

On behalf of SSI, EY will manage all correspondence regarding Diagnostica and the Proposed Transaction (authorised representatives at EY and contact details are provided in section B of this letter). Prospective buyers should under no circumstances, directly or indirectly, contact any employees, directors or managers of SSI (including Diagnostica) in connection with the Proposed Transaction without the prior written approval from authorised representatives of EY.

In order to be invited to stage 2 (as further described in Section A) of the Proposed Transaction and receive additional information on Diagnostica, a Prospective Buyer is required to:

- sign and return the enclosed confidentiality undertaking ("Confidentiality Undertaking"); and
- submit a qualification letter containing the information set out in section A of this letter ("Qualification Letter").

The information in the Qualification Letter will be used to understand the experience and capabilities of a prospective buyer to potentially undertake and complete the Proposed Transaction in an efficient process. Prospective buyers submitting a Qualification Letter containing the information requested will be offered the opportunity to participate in stage 2 of the sales process. However, SSI reserves the right to request additional information if considered relevant in order to understand a prospective buyer's interests, corporate affiliation and capacity to undertake an acquisition.

Please refer to section C of this Procedure Letter for additional important information regarding the Proposed Transaction.



Section A: The contemplated sales process and overall timeline

It is envisaged that the Diagnostica sales process will involve three stages as further outlined below.

Stage 1

Stage 1 will include:

- public announcement and marketing of the Proposed Transaction;
- distribution of a brief company introduction to Diagnostica in conjunction with this Procedure Letter; and
- distribution of a Confidentiality Undertaking.

No later than on 30 January 2015, any parties interested in participating in stage 2 of the sales process must return a signed version of the Confidentiality Undertaking and submit a Qualification Letter including the below information by email to:

Mr Anders Broennum-Schou email: anders.broennumschou@dk.ey.com	and	Ms Pernille Finsteen Gjoedvad email: pernille.f.gjoedvad@dk.ey.com
--	-----	--

Your Qualification Letter must include the information set out below:

Prospective Buyer Identification 1) Provide details on the identity of the Prospective Buyer or, if acting through a consortium, details of consortium members, including: a) legal name and registered office (or equivalent); b) legal form (Company, Partnership, Joint Venture, etc.); c) ultimate parent company (if applicable); d) ownership structure or identification of controlling and/or majority shareholder(s); and e) contact details (direct telephone and email) of Your authorised representatives for the Proposed Transaction.
Principal interest 2) Please provide a brief description of Your principal points of interest in Diagnostica driving your interest in the Proposed Transaction, including any current activities or experience within Diagnostica's markets or similar business.
Financial capacity 3) Provide confirmation that You have sufficient resources, including sufficient capital base and access to funds, to fund any acquisition and the continued operation of Diagnostica.
Other 4) Any additional information that You may consider relevant in terms of Your preliminary view on Diagnostica, the contemplated sales process and Your interest in the Proposed Transaction.

Subject to receiving the signed Confidentiality Undertaking and Your Qualification Letter, prospective buyers registering interest will, shortly after 30 January 2015, be invited to the second stage of the Proposed Transaction.

Stage 2

Subject to being invited to stage 2 of the sales process, prospective buyers will be provided with:



- an information memorandum containing a detailed description of Diagnostica, including a description of Diagnostica's financial performance, anticipated separation matters as well as potential growth and improvement opportunities and other relevant information;
- process letter II providing further details of the Proposed Transaction, including the required contents of a non-binding indicative offer; and
- the opportunity to submit a limited number of written questions which, to the extent possible, will be answered and collated in a formal question and answer memorandum. It is envisaged that the question and answer memorandum comprising all questions received and answered will subsequently be submitted on a no-name basis to all prospective buyers.

Following receipt of non-binding indicative offers, a clarification process may be required prior to inviting a limited number of prospective buyers to participate in the final stage of the Proposed Transaction. At this stage, it should be expected that the price offered (defined as the total economic value to SSI) in a non-binding indicative offer will be a material criteria for selecting prospective buyers to participate in stage 3. Further information on the contents of and criteria for evaluating the non-binding indicative offers will be provided in conjunction with process letter II.

Stage 3

Subject to being invited to stage 3, the prospective buyers will receive process letter III comprising details of the due diligence process, mark-up on transaction documents and other requirements and procedures.

It is anticipated that prospective buyers will be offered the opportunity to conduct customary due diligence investigations, including having access to a financial vendor due diligence report, an electronic data room with the opportunity to post questions and receive answers, meet representatives of Diagnostica as well as conduct site visit at the Diagnostica premises.

Prospective buyers should expect to undertake strict confidentiality requirements to be granted access to the due diligence documentation.

A draft version of the proposed legal transaction documentation and ancillary legal documentation will be made available during the due diligence period. It is envisaged that the Proposed Transaction will be completed as a sale of the entire share capital of a newly established legal entity comprising the Diagnostica business. It is the intention to complete a sale to a prospective buyer offering the most attractive combination of price (defined as the total economic value to SSI) and terms of a transaction. Additional information on the contents of and criteria for evaluating final offers will be provided in conjunction with process letter III.

Legal transaction documentation will be drafted in the English language and will be subject to Danish law.

It is SSI's intention to ensure an efficient sales process with the objective of receiving binding offers for the Proposed Transaction in due time for completing contract negotiations and signing of final transaction documentation by May 2015. Any negotiated transaction documentation will be subject to final approval by the Danish Finance Committee.

Section B: Contact details for authorised representatives of EY in connection with the Proposed Transaction

You are kindly requested to ensure that any queries that You may have in regards to SSI and the Proposed Transaction are addressed only to the authorised representatives of EY mentioned below.

Name:	Mr Gert S. Christensen	Mr Anders Brønnum-Schou	Ms Pernille Finsteen Gjoedvad
Position:	Partner	Director	Manager
Direct tel.:	+45 2529 3122	+45 2529 3230	+45 2529 3354
email:	gert.s.christensen@dk.ey.com	anders.bronnumschou@dk.ey.com	pernille.f.gjoedvad@dk.ey.com

Section C – Additional Important Information

Subject only to the general principal of equal treatment under Danish law, SSI reserves the right to invite or exclude any person (whether or not a Prospective Buyer) from participating in any stage of the contemplated sales process and/or to amend, suspend



or discontinue the Proposed Transaction without notice and without any liability towards any third party (whether or not a Prospective Buyer) for any loss of contract, opportunity or otherwise for any costs, expenses and the like.

Subject to general principles and obligations under Danish law, the Identity of prospective buyers participating in the contemplated sales process as well as any offers submitted will be kept strictly confidential and will not be disclosed.

Neither this Procedure Letter nor the company introduction constitutes an offer to sell Diagnostica. An offer to buy will only be deemed accepted by SSI when a definitive share sales and purchase agreement has been signed.

Until such signing, neither SSI, the Danish Ministry of Health nor its advisors will have any liabilities or obligations to any prospective buyer for representations, warranties or statements contained in any other written material furnished or information orally transmitted to you and, after such signing, the only obligations will be those set out in such definitive share sales and purchase agreement. Accordingly, neither SSI, the Danish Ministry of Health nor any officers, directors, employees, agents, representatives or consultants nor the advisors shall be held liable in any way for any representations, warranties or statements, whether made in any written information or information orally transmitted in relation to the Proposed Transaction.

This Procedure Letter and any subsequent information, letters, presentations and provided to You in connection with the Proposed Transaction as well as all offers are governed by Danish law.

Prospective buyers interested in participating in the Proposed Transaction will bear their own costs of their own investigation and evaluation, including fees and disbursements of own advisers.

We look forward to receiving Your signed confidentiality undertaking and Qualification Letter.

Yours sincerely
ERNST & YOUNG P/S

Gert Sigh Christensen
Partner

Fra: Steen Preisler <steen.preisler@hk.dk>
Sendt: 17. februar 2016 14:18
Til: DEP Sundheds- og Ældreministeriet
Cc: Ulla Moth-Lund Christensen
Emne: Aktindsigt.

HK Stat Hovedstaden skal hermed anmode om aktindsigt i materialet der er fremkommet efter rapporten PWC udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering. Her materialet i forbindelse med salget, af både vaccineproduktionen og Diagnostica.

Anmodningerne sker under henvisning til Lov om offentlighed i forvaltningen.

Med venlig hilsen



HK_ST
 AT_hov
 edstad
 en_pay
 3_rgbj
 pg

Steen Preisler
 Politisk seniorkonsulent

DIREKTE 3330 2410
Steen.Preisler@hk.dk
 TLF FAGLIG 33302924

HK STAT HOVEDSTADEN
 Svend Aukens Plads 11
 DK 2300 København S

Fra: Steen Preisler
Sendt: 21. maj 2014 14:03
Til: 'sum@sum.dk'
Emne: Aktindsigt.

HK Stat Hovedstaden skal hermed anmode om aktindsigt i rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering.

HK Stat Hovedstaden skal ligeledes anmode om aktindsigt i den del af rapporten PWC har udarbejdet vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering, der udleveres til Sundheds- og Forebyggelsesudvalget. Jf. Åbent samråd om vaccineproduktion ved Statens Serum Institut.

Anmodningerne sker under henvisning til Lov om offentlighed i forvaltningen.

Venlig hilsen



STEEN PREISLER
 FAGLIG KONSULENT

TELEFON +45 3330 2000
 DIREKTE +45 3330 2410
steen.preisler@hk.dk

HK HOVEDSTADEN
 HK STAT HOVEDSTADEN

HK Stat Hovedstaden
Att. Steen Preisler

Dato: 2. marts 2016
Enhed: Sundhedsøkonomi
Sagsbeh.: SUMBEH
Sagsnr.: 1603695
Dok. nr.: 37479

Afgørelse om aktindsigt

HK Stat Hovedstaden har ved mail af 17. februar 2016 anmodet om aktindsigt i det materiale, der er fremkommet efter PWC udarbejdede rapporten vedrørende Statens Serum Instituts fremtidige opgaveportefølje og organisering, herunder materialet i forbindelse med salget af både vaccineproduktionen og SSI Diagnostica.

Sundheds- og Ældreministeriet forstår anmodningen således, at den skal ses som en opfølgning på HK Stat Hovedstadens tidligere aktindsigtsanmodninger dels i PWC-rapporten, jf. ministeriets afgørelse af 4. juni 2014, dels i salgsmaterialet i forbindelse med påbegyndelsen af selve salgsprocessen, jf. ministeriets afgørelse af 19. december 2014.

Sundheds- og Ældreministeriet skal indledningsvist oplyse, at materialet, som HK Stat Hovedstaden efterspørger, ikke er i ministeriets besiddelse. Materialet besiddes derimod af Arbejdsgruppen vedr. salg af dele af SSI. Arbejdsgruppen er en selvstændig myndighed.

Sundheds- og Ældreministeriet er en del af Arbejdsgruppen vedr. salg af dele af SSI, og ministeriet har således truffet afgørelse om aktindsigt på arbejdsgruppens vegne.

Materialet fra arbejdsgruppen undtages fra aktindsigt, jf. nedenfor. Dog undtages ikke det materiale, som blev fremsendt til HK Stat Hovedstaden den 19. december 2014, jf. ovenfor. Dette materiale består af de dokumenter, der blev fremsendt til interesserede købere i forbindelse med påbegyndelse af salgsprocessen. Dette materiale genfremsendes ikke.

Arbejdsgruppen har undtaget det øvrige materiale fra aktindsigt i sin helhed i h.t. offentlighedslovens § 33, nr. 3. Efter denne bestemmelse kan visse oplysninger undtages fra aktindsigt, i det omfang det er nødvendigt til beskyttelse af væsentlige hensyn til det offentlige økonomiske interesser.

Bestemmelsen giver ikke blot adgang til at tilgodese det offentlige umiddelbare økonomiske interesser i forbindelse med forhandlinger eller aftaleindgåelse, men den giver også mulighed for at tilgodese det offentlige økonomiske interesser i forbindelse med senere forhandlinger eller aftaleindgåelse, hvis det er af væsentlig betydning for det offentlige fremtidige forhandlingsposition.

Bestemmelsen giver således efter arbejdsgruppens opfattelse mulighed for at begrænse aktindsigt, hvis der er risiko for, at aktindsigten vil kunne afskære det offentlige fra at optræde som ligestillet part i forbindelse med en eventuelt kommende

kontraktindgåelse. Der henvises til betænkning nr. 1510 om offentlighedslovens, s. 678-679.

Det er arbejdsgruppens vurdering, at undtagelse af offentliggørelse af materialet er nødvendig til beskyttelse af væsentlige hensyn til det offentlige økonomiske interesser, idet offentliggørelse vil afskære det offentlige fra at optræde som ligestillet part i forbindelse med en eventuelt kommende kontraktindgåelse.

Arbejdsgruppen kan videre oplyse, at det følger af offentlighedslovens § 34, at hvis de hensyn, der bl.a. er nævnt i § 33, nr. 3, kun gør sig gældende for en del af et dokument, skal der meddeles aktindsigt i dokumentets øvrige indhold. Det gælder, jf. § 34, nr. 3, dog ikke, hvis det resterende indhold af dokumentet ikke har et forståeligt eller sammenhængende meningsindhold.

Det er arbejdsgruppens vurdering, at materialet ikke vil have et forståeligt og sammenhængende meningsindhold, når de oplysninger, der kan undtages efter § 33, nr. 3, er udgået. Arbejdsgruppen undtager derfor rapporten i sin helhed.

Meroffentlighed

Arbejdsgruppen har overvejet, om der efter reglen om meroffentlighed alligevel bør gives aktindsigt i de undtagne oplysninger, jf. offentlighedslovens § 14, stk. 1, hvorefter det i forbindelse med behandlingen af en anmodning om aktindsigt skal overvejes, om der kan gives aktindsigt i dokumenter og oplysninger i videre omfang, end hvad der følger af lovens undtagelsesbestemmelser, medmindre andet følger af regler om tavshedspligt mv.

Arbejdsgruppen har i den forbindelse foretaget en afvejning af på den ene side hensynet til de beskyttelsesinteresser, der ligger bag undtagelsesbestemmelserne i offentlighedslovens § 33, nr. 3, (det offentlige økonomiske interesser), og på den anden side den berettigede interesse, som du må antages at have i, at anmodningen om aktindsigt imødekommes.

På baggrund af denne afvejning finder arbejdsgruppen ikke, at yderligere oplysninger bør udleveres.

Med venlig hilsen



Kis Thuesen

Fra: Peter Christian Nielsen< peter@bladet-kommunen.dk>
Sendt: 11. juni 2014 14:35
Til: Kis Thuesen
Emne: Salg af Seruminstituttets vaccineproduktion

Kære Kit,

Jeg vil gerne høre om Sundhedsministeriet har nogle vurderinger af værdien af vaccineproduktionen på Statens Seruminstitut. Jeg antager, at der foretages en sådan af en ekstern rådgiver el.lign. Hvis det er tilfældet, må du meget gerne videresende denne til mig per mail. Ellers må du gerne ringe til mig og fortælle lidt mere om salgsprocessen og værdifastsættelsen af vaccineproduktionen.

Vh.

Peter

--

Peter Christian Nielsen
Politisk journalist, [Avisen Kommunen](#)
Telefon: 41101994
Mail: peter@kommunen.dk

Kommunen udgives på et kritisk og uvildigt journalistisk grundlag. Målgruppe: Politikere og embedsmænd i kommuner, regioner og staten samt den kommunale verdens mange aktører og leverandører. Udgives i samarbejde med [dknyt.dk](#).

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AGORA

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Dato: 4. juli 2014
Enhed: Sundhedsøkonomi
Sagsbeh.: SUMBEH
Sags nr.: 1403553
Dok. nr.: 1482008

Svar på henvendelse vedrørende salg af Statens Serum Institut's vaccineproduktion

Du har med e-mail af 11. juni 2014 til Ministeriet for Sundhed og Forebyggelse spurgt, hvorvidt ministeriet har fået foretaget en vurdering af værdien af vaccineproduktionen på Statens Serum Institut (SSI). Du antager, at en sådan vurdering foretages af en ekstern rådgiver el. lign. Såfremt ministeriet har en sådan vurdering, vil du gerne have den fremsendt eller kontaktes for at høre lidt mere om salgsprocessen og værdifastsættelsen.

Ministeriet for Sundhed og Forebyggelse kan hertil oplyse, at regeringens beslutning vedrørende salg af dele af SSI tager udgangspunkt i en konsulentrapport fra Price Waterhouse Coopers (PWC). Ministeriet går ud fra, at det er denne rapport, som du ønsker fremsendt, og betragter derfor din henvendelse som en anmodning om aktindsigt i denne rapport.

Ministeriet skal indledningsvist oplyse, at rapporten fra PWC, ikke er i ministeriets besiddelse. Rapporten besiddes derimod af Arbejdsgruppen vedrørende Statens Serum Institut. Arbejdsgruppen er en selvstændig myndighed.

Det kan oplyses, at Ministeriet for Sundhed og Forebyggelse sammen med Finansministeriet har varetaget sekretariatsbetjeningen af arbejdsgruppen, og ministeriet har således som led i sekretariatsbetjeningen truffet afgørelse om aktindsigt på arbejdsgruppens vegne.

Rapporten undtages fra aktindsigt, jf. nedenfor.

Arbejdsgruppen har undtaget rapporten fra PWC fra aktindsigt i sin helhed i h.t. offentlighedslovens § 33, nr. 3. Efter denne bestemmelse kan visse oplysninger undtages fra aktindsigt, i det omfang det er nødvendigt til beskyttelse af væsentlige hensyn til det offentlige økonomiske interesser.

Bestemmelsen giver ikke blot adgang til at tilgodese det offentlige umiddelbare økonomiske interesser i forbindelse med forhandlinger eller aftaleindgåelse, men den giver også mulighed for at tilgodese det offentlige økonomiske interesser i forbindelse med senere forhandlinger eller aftaleindgåelse, hvis det er af væsentlig betydning for det offentlige fremtidige forhandlingsposition.

Bestemmelsen giver således efter arbejdsgruppens opfattelse mulighed for at begrænse aktindsigt, hvis der er risiko for, at aktindsigten vil kunne afskære det offentlige fra at optræde som ligestillet part i forbindelse med en eventuelt

kommende kontraktindgåelse. Der henvises til betænkning nr. 1510 om offentlighedslovens, s. 678-679.

Det er arbejdsgruppens vurdering, at undtagelse af offentliggørelse af rapporten er nødvendig til beskyttelse af væsentlige hensyn til det offentlige økonomiske interesser, idet offentliggørelse vil afskære det offentlige fra at optræde som ligestillet part i forbindelse med en eventuelt kommende kontraktindgåelse.

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Det er arbejdsgruppens vurdering, at rapporten ikke vil have et forståeligt og sammenhængende meningsindhold, når de oplysninger, der kan undtages efter § 33, nr. 3, er udgået. Arbejdsgruppen undtager derfor rapporten i sin helhed.

Meroffentlighed

Arbejdsgruppen har overvejet, om der efter reglen om meroffentlighed alligevel bør gives aktindsigt i de undtagne oplysninger, jf. offentlighedslovens § 14, stk. 1, hvorefter det i forbindelse med behandlingen af en anmodning om aktindsigt skal overvejes, om der kan gives aktindsigt i dokumenter og oplysninger i videre omfang, end hvad der følger af lovens undtagelsesbestemmelser, medmindre andet følger af regler om tavshedspligt mv.

Arbejdsgruppen har i den forbindelse foretaget en afvejning af på den ene side hensynet til de beskyttelsesinteresser, der ligger bag undtagelsesbestemmelserne i offentlighedslovens § 33, nr. 3, (det offentlige økonomiske interesser), og på den anden side den berettigede interesse, som du må antages at have i, at anmodningen om aktindsigt imødekommes.

På baggrund af denne afvejning finder arbejdsgruppen ikke, at yderligere oplysninger bør udleveres.

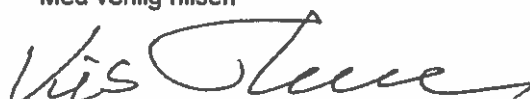
Oplysninger om salgsprocessen

I relation til selve salgsprocessen skal ministeriet henvise til sundhedsministerens besvarelse af spørgsmål 630 (alm. del), jf. vedhæftede link.

<http://www.ft.dk/samling/20131/almde/suu/spm/630/svar/1128630/1358276.pdf>

f

Med venlig hilsen



Kis Thuesen

Kis Thuesen

Emne: VS: Spørgsmål fra HK Statbladet

Fra: Rasmus Lindharth [<mailto:Rasmus.Lindharth@hk.dk>]

Sendt: 5. november 2015 16:21

Til: Thomas Bille Winkel

Emne: Spørgsmål fra HK Statbladet

Hej Thomas

Tak for telefonisk vejledning. Som lovet en mail med mine spørgsmål.

Spørgsmål til Sundheds- og ældreministeriet om

1. salg af vaccineproduktionen på Statens Serum Institut (SSI)
2. Regionernes hjemtagning af diagnostiske prøver fra SSI

Salg

Til en artikel om begrundelsen for salget af SSI Diagnostica og vaccineproduktionen på SSI, vil jeg gerne have indsigt i den eller de analyser, der ligger til grund for salget af SSI Diagnostica og vaccineproduktionen på SSI.

Eller dele heraf.

Spørgsmål

Synes ministeren grundlæggende, at det er en god ide at sælge SSI Diagnostica og vaccineproduktionen på SSI?

Har vi i Danmark lige så stor forsyningssikkerhed, hvis Danmark rammes af en stor epidemi, når SSI har solgt vaccineproduktionen?

Er salget et udtryk for, at vi i dag ikke har råd til at have samme forsyningssikkerhed som i 2004?

(Da Rigsrevisionen bla. Konkluderede, at *"SSI's produktionskapacitet på vaccineområdet kan forventes at give Danmark et bedre udgangspunkt for at undgå forsyningsproblemer"*).

Hjemtagninger

Mener ministeren, at SSI fortsat skal være fungere som nationalt centralt beredskab mod sygdomsudbrud og epidemier?

Mener ministeren, at grænsen for hjemtagningerne af diagnostiske prøver er nået for at opretholde en "kritisk masse" på SSI?

(Hvad er ministeriets udgangspunkt for forhandlingerne?)

Tak for hjælpen.

Venlig hilsen

RASMUS LINDHARTH
JOURNALIST

Afgørelse om aktindsigt

Du har ved mail af 5. november 2015 anmodet om indsigt i den eller de analyser, eller dele heraf, der ligger til grund for salget af SSI Diagnostica og vaccineproduktionen på SSI.

Sundheds- og Ældreministeriet kan hertil oplyse, at regeringens beslutning vedrørende salg af dele af SSI tager udgangspunkt i en konsulentrapport fra Price Waterhouse Coopers (PWC). Ministeriet går ud fra, at det er denne rapport, som du ønsker fremsendt, og betragter derfor din henvendelse som en anmodning om aktindsigt i denne rapport.

Ministeriet skal indledningsvist oplyse, at rapporten fra PWC, ikke er i ministeriets besiddelse. Rapporten besiddes derimod af Arbejdsgruppen vedrørende Statens Serum Institut. Arbejdsgruppen er en selvstændig myndighed.

Det kan oplyses, at Sundheds- og Ældreministeriet (på tidspunktet for rapportens udarbejdelse Ministeriet for Sundhed og Forebyggelse) sammen med Finansministeriet har varetaget sekretariatsbetjeningen af arbejdsgruppen, og ministeriet har således som led i sekretariatsbetjeningen truffet afgørelse om aktindsigt på arbejdsgruppens vegne.

Rapporten undtages fra aktindsigt, jf. nedenfor.

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Meroffentlighed

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Arbejdsgruppen har i den forbindelse foretaget en afvejning af på den ene side hensynet til de beskyttelsesinteresser, der ligger bag undtagelsesbestemmelserne i offentlighedslovens § 33, nr. 3, (det offentlige økonomiske interesser), og på den anden side den berettigede interesse, som du må antages at have i, at anmodningen om aktindsigt imødekommes.

På baggrund af denne afvejning finder arbejdsgruppen ikke, at yderligere oplysninger bør udleveres.

Med venlig hilsen



Bettina Helnesen