

## China Pharmaceutical Guide 2009

### *The Reference for Real World China Business*

This annually-updated Guide is the most *authoritative* and *comprehensive* reference and resource in English which is instrumental for executives to plan, implement, monitor and supervise pharmaceutical businesses in China

- Authored by James J. Shen, a veteran pharma executive and former managing editor of IMS China Update, who has 20 years of management experience in the Chinese pharma industry
- Prepared by the *Real Experts* for the *Real World Executives* to help them navigate through the complex and turbulent Chinese healthcare business environment
- Extensive coverage on China's pharma industry structure and market environment, regulatory framework, healthcare provision and financing, disease & drug consumption patterns, pharma sales, marketing & distribution, trends and opportunities, market entry strategies, case studies of successes and failures in six key areas of the Chinese pharma business, and profiles of 40 leading MPCs in China
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- Significantly expanded coverage for the 2009 Ed. on more sub-sectors, outsourcing, clinical practices, regulatory updates upto early June, updates on healthcare reform and drug policies, additional case studies, and all market and health data updated through mid-2009

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- (v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

(b) **you may not:**

- (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
- (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
- (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network;
- (iv) distribute the Materials, Products and/or Data via an intranet or global network;
- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
- (vii) allow any person other than the one named authorized User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the one named and authorized User to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

**6.2 Multi-User Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

(a) **you may:**

- (i) display such Materials and/or Products electronically but only to the agreed number of Users set out in the Order Form being persons individually nominated by you to be the Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time;
- (ii) download and store no more than one copy per named and authorized User of such Materials and/or Products in machine readable form;
- (iii) use limited and insubstantial extracts from the Data for external purposes provided that WiCON's copyright notice is included in the document and (expressly and with reasonable prominence and otherwise in a form approved by WiCON), WiCON is acknowledged as the source of the Data so used and where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with WiCON) not be released unless either a proof, copy or relevant section of the document is supplied to

WiCON for release authorization during US office hours and WiCON gives such authorization in writing - WiCON will not unreasonably withhold or delay such authorization;

(iv) print no more than one copy per named and authorized User of such Materials and/or Products; and

(v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

**(b) you may not:**

(i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;

(ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;

(iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;

(iv) distribute the Materials, Products and/or Data via an intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;

(v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;

(vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;

(vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;

(viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or

(ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

**6.3 Site Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

**(a) you may:**

(i) display such Materials and/or Products electronically at the agreed location set out in the Order Form to the agreed number of Users set out in the Order Form being persons individually nominated by you to be the Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time provided that in each case, all are members of your Personnel located at the Client Location;

(ii) download and store no more than one copy per named and authorized User of such Materials and/or Products in machine readable form;

(iii) use limited and insubstantial extracts from the Data for external purposes provided that WiCON's copyright notice is included in the document and (expressly and with reasonable prominence and otherwise in a form approved by WiCON), WiCON is acknowledged as the source of the Data so used and where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with WiCON) not be released unless either a proof, copy or relevant section of the document is supplied to WiCON for release authorization during US office hours and WiCON gives such authorization in writing - WiCON will not unreasonably withhold or delay such authorization;

(iv) print no more than one copy per named and authorized User of such Materials and/or Products; and

(v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

**(b) you may not:**

(i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;

(ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;

(iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;

(iv) distribute the Materials, Products and/or Data via an intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;

(v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;

(vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;

(vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;

(viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or

(ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

**6.4 Multi-Site or Global Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

(a) **you may:**

(i) display such Materials and/or Products electronically at the agreed locations set out in the Order Form but only to the agreed number of Users set out in the Order Form (this being the combined total number of Users for all of such locations) being persons individually nominated by you to be the Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time provided that in each case, all are members of your Personnel located at one of the agreed locations set out in the Order Form;

(ii) download and store no more than one copy per named and authorized User of such Materials and/or Products in machine readable form;

(iii) use limited and insubstantial extracts from the Data for external purposes provided that WiCON's copyright notice is included in the document and (expressly and with reasonable prominence and otherwise in a form approved by WiCON), WiCON is acknowledged as the source of the Data so used and where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with WiCON) not be released unless either a proof, copy or relevant section of the document is supplied to WiCON for release authorization during US office hours and WiCON gives such authorization in writing - WiCON will not unreasonably withhold or delay such authorization;

(iv) print no more than one copy per named and authorized User of such Materials and/or Products; and

(v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

(b) **you may not:**

(i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;

(ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;

- (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
- (iv) distribute the Materials, Products and/or Data via an intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
- (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located