## **GRANT AGREEMENT**

The **parties** to this agreement are:

Novo Nordisk Denmark A/S Att.: Kasper Nørremark Ørestads Boulevard 108, 6. 2300 København S

Company registration no.

("Novo Nordisk")

CVR No. 38180045

Danmarks Bløderforening Kompagnitræde 22, 2.sal baghuset 1208 København K

Company registration no. CVR. No. CVR NO 11802990

("Recipient")

# 1. Purpose and nature of the grant



## 1.1 Recipient's request and healthcare purpose

The Recipient's request for financial support from Novo Nordisk for its Production of video and podcast for the Danish Haemophilia patient organization is detailed in Attachment A. The Recipient shall use the grant only for the healthcare-related purpose of Support the patient society to increase awareness on treatment and development during the last 50 years as described in Attachment A. The Recipient's purpose must not involve promotion of any pharmaceutical product.

## 1.2 Novo Nordisk's support

Novo Nordisk has decided the Recipient's request is worthy of support as part of Novo Nordisk's commitment to disease awareness.

Novo Nordisk agrees to donate to the Recipient the amount of DKK 33,000 to support the request.

Novo Nordisk will not make any non-financial transfers of value.

# 2. Start and end dates of this agreement



This agreement shall become effective as of date of last signatory and shall remain effective until sixty (60) days after the parties have fulfilled their obligations under it.

# 3. Recipient's duties



# 3.1 Inform Novo Nordisk of changes affecting the request

The Recipient shall inform Novo Nordisk promptly of changes affecting the nature, purpose, budget, participants or timing of the requested support. Novo Nordisk may increase, decrease, withdraw or demand full or partial repayment of the grant as a

result of the changes. If Novo Nordisk demands full or partial repayment, the Recipient shall comply with the demand within 14 days.

## 3.2 Account for the activity within 1 month after completion

Within 1 month after completing the activity supported by the grant, the Recipient shall provide to Novo Nordisk a report or letter evidencing that the grant was used for its intended purpose. The Recipient may provide this documentation in the form of a letter or invoice with attachments, or other similarly substantiated written form acceptable to Novo Nordisk.

# 3.3 Refund any unspent amounts

The Recipient shall refund to Novo Nordisk any amounts not spent for the requested purposes, as shown by the accounting and documentation.

## 3.4 Be responsible for proper conduct of the grant activity

The Recipient shall ensure that all activities covered by the Novo Nordisk grant are in compliance with Novo Nordisk's standards and applicable industry codes, including but not limited to:

- that the activity venue is reasonable and suitable for business meetings and only modest hospitality is offered;
- that travels are of reasonable standard within reasonable time before and after the grant activity;
- that the Novo Nordisk grant is not used for any tours, concerts, entertainment or other leisure or social activities;
- that advertising or trade names of medicinal products are not included in the educational content and materials used for the grant activity;
- that all speakers, facilitators, and chairpersons are experts in the professional fields relevant for the purpose of the grant; and
- that appropriate criteria for participation in the grant activity are applied.

#### 3.5 Publicise Novo Nordisk as grant provider

The Recipient shall mention Novo Nordisk's name as a grant provider in publicity, advertising, announcements, articles, media releases or similar communications in relation to the supported activity.

## 3.6 Use Novo Nordisk branding only if approved

The Recipient may not use Novo Nordisk's logo, trademarks or other corporate identity marks or materials unless Novo Nordisk approves the use in advance in writing. Any use must comply with Novo Nordisk's Brand Manual (https://brandportal.novonordisk.com/).

## 4. General conditions



# **4.1** No conflict of interest

Recipient states it is not aware of any conflict of interest related to its acceptance of the grant. Recipient shall inform Novo Nordisk promptly if it discovers such a conflict of interest.

## 4.2 Compliance with law and ethics

When carrying out the activity supported by the grant, Recipient shall perform the activity in a proper, fair and balanced way and comply with all applicable laws, regulations, codes of practice, guidelines and industry standards, among others those related to bribery, corruption and unethical business practices. Recipient shall not give or receive bribes to obtain undue or improper advantage.

Novo Nordisk contract parties may securely and confidentially report suspected misconduct through the Novo Nordisk compliance hotline, <a href="https://www.novonordisk.com/compliancehotline">www.novonordisk.com/compliancehotline</a> Recipient shall inform its personnel about this compliance hotline where relevant.

Novo Nordisk will not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines ("Deviations") and Recipient will indemnify, defend and hold Novo Nordisk harmless against any claim or suit brought against Novo Nordisk due to such Deviations that are not due to any act or omission by Novo Nordisk.

The Recipient acknowledges and accepts that Novo Nordisk must report the grant to ENLI (Etisk Nævn for Lægemiddelindustrien) in accordance with ENLI's advertising code for advertising, etc. directed towards healthcare professionals (Kodeks vedrørende reklame m.v. for lægemidler rettet mod sundhedspersoner).

## 4.3 Parties act independently

Recipient shall organise and conduct the supported activity independently from Novo Nordisk. Recipient shall incur all expenses and other financial commitments and take all other actions related to the supported activity in its own name and for its own account. By making the grant, Novo Nordisk does not assume any right or responsibility to influence the activity's content or conduct, or otherwise act on behalf of Recipient.

#### 4.4 Grant is not an incentive

Novo Nordisk states and Recipient acknowledges that the grant is not an incentive or reward for the past, present or future willingness of Recipient, its employees or participants in Recipient's activities to prescribe, administer, recommend, purchase, pay for, reimburse, authorise, approve or supply, or to support in any other way, Novo Nordisk's products or services.

## 4.6 Parties may terminate upon breach

Either party may terminate this agreement with immediate effect upon a material breach by the other party.

#### 4.7. Dispute resolution and applicable law

The parties shall use reasonable efforts to settle all matters in dispute amicably. Where settlement is not possible, disputes will be subject to the jurisdiction of the courts in the Recipient's location. The laws of that jurisdiction will apply to all disputed matters, to the exclusion of any rule that would refer the subject matter to another forum.

## 4.8. Parties' internal approvals

Each party states that the grant and this agreement have been approved by an authorised person according to the organisation's standard procedures.

## 5. Attachments

The following attachments are part of this agreement:

Attachment A: Recipient's request for support (application form, letter or email), with detailed program plan, timeline and budget

Attachment B: Invoice instructions for Recipient

Attachment C: Grants to HCOs and Patient Organisations: required public disclosures and handling of employee data

## **SIGNED BY:**

Date: 11 december 2020

Date: 30 November 2020

On behalf of Recipient:

— DocuSigned by:

Name: Karen Binger Holm

Title: CEO

On behalf of Novo Nordisk:

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Name: Kasper Nørremark Title: Medical Manager

Date: 30 November 2020

On behalf of Novo Nordisk:

Name: Markus Peter Hochmuth
Title: Market Access Director

## **Attachment A to Grant Agreement**

Recipient's request for support (application form, letter or email)

Ansøgning om støtte til produktion af podcast og video om bløderliv anno 2020

Danmarks Bløderforening vil med denne ansøgning søge Novo Nordisk om støtte til produktion af podcasts og videoer. Det samlede budget for projektet er 185.500 kr. Foreningen søger Novo Nordisk om støtte til projektet på i alt 33.000 kr.

I 2020 fylder Danmarks Bløderforening 50 år. Foreningen havde planlagt at holde sit jubilæumsårsmøde på Hotel Opus Horsens først i april, så i oktober og har nu helt valgt at aflyse årsmødet pga. risikoen for smitte med COVID-19. I stedet ønsker foreningen at "konvertere" det faglige program fra årsmødet om til nogle digitale produktioner, der kan deles på sociale medier og på foreningens hjemmeside. Produktionerne vil både omhandle medicinsk udvikling gennem 50 år, smerter og smertebehandling samt træning og livet med en blødersygdom anno 2020.

#### Detailed program/research project plan, timelines and budget

Budget - podcast og video	l alt
Podcast - medicinsk udvikling gennem 50 år	20.000
Podcast - lær at tackle smerter	20.000
Podcast - moderne smertebehandling	20.000
Træningsprogram v. Fit&Sund - Horsens	10.000
Optagelse og redigering v. Filmwerk.dk	30.000
Optagelse – gensidig læring, dansk version v. Velvet	7.500
Portrætfilm - von Willebrand v. Velvet	50.000
Podcasts og video i alt	157.500
Projektledelse - DBF	28.000
Budget i alt	185.500

Alle priser er inkl. moms

#### **Attachment B to Grant Agreement**

#### **Invoice instructions for Recipient**

Novo Nordisk requires a complete and correct invoice from the recipient before paying the grant amount.

Novo Nordisk will pay invoices only via electronic funds transfer to the Recipient's account.



#### **INVOICE CONTENTS**

Any invoice that does not meet the criteria below will be returned for correction.

#### Recipient's information

- Recipient's full company name and address (the company signing the Grant Agreement)
- Bank account for electronic payment: account holder name, account number (IBAN), bank name and address, routing number or code (SWIFT/BIC in EU)

#### **Invoice information**

- Invoice number or reference
- Invoice date
- Specification of the account entry type (invoice, credit note, etc.)

#### **Grant information**

- Quantity and nature of the grant activity covered by the invoice
- > Date (if known) of the grant activity covered by the invoice
- Grant amount payable and currency

#### **Novo Nordisk information**

- > Novo Nordisk's full company name and address (the company signing the Grant Agreement):
  - Novo Nordisk Denmark A/S, Ørestads Boulevard 108, 6., 2300 København S
- Novo Nordisk contact person's full name and initials: Mikkel Dichow Henriksen MDQH

#### **VAT or sales tax information** (only where applicable by law)

- > VAT or other tax amount payable
- VAT or other tax rate applied
- Novo Nordisk company VAT number: 38180045

#### Send invoices or credit notes by email with attached pdf (no paper copy) to:

#### **Novo Nordisk Denmark A/S**

<u>CJZY@novonordisk.com</u> with a copy to Novo Nordisk contact person

#### **Attachment C to Grant Agreement**

Grants to HCOs and Patient Organisations: required public disclosures and handling of employee data

Novo Nordisk, as a member of EFPIA (the European Federation of Pharmaceutical Industries and Associations), is required to make public the details of payments or inkind transfers made to Recipient.

Novo Nordisk will publish information relating to this Grant on Novo Nordisk's website (www.novonordisk.dk). According to local regulations Novo Nordisk may in addition make this Grant Agreement publicly available.

The Recipient shall provide to Novo Nordisk upon request all information reasonably required for Novo Nordisk's compliance with legal and/or regulatory requirements for contracting, tracking and disclosing transfer of values (ToVs) to the Recipient.

Recipient will publish information on the Grant on the Recipient's webpage. The information will include the Grant amount and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. Publication must be made ensuring that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's webpage no later than one (1) month after the Recipient received the Grant. The information must be publicly available for at least two (2) years.

Novo Nordisk hereby informs the Recipient that information about the Recipient is collected, used, stored, transferred and disclosed (collectively "Processed") by or on behalf of Novo Nordisk. Novo Nordisk processes information such as name, business address, contact details, nature of relationship with Novo Nordisk, tax number, unique identifier, and any ToVs from Novo Nordisk to the Recipient.

Whenever the Recipient shares with Novo Nordisk information about its employees, the Recipient shall inform the employees that their information is being shared and provide them with all information required under Article 13 and 14 of the General Data Protection Regulation, if applicable, and under other applicable data privacy laws. The Recipient shall indemnify Novo Nordisk and any affiliate of Novo Nordisk against all claims, expenses, losses and damages or liabilities arising from the Recipient's breach of its obligations to provide this information to its employees.