



GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 10th of July 2017 ("**Effective Date**") by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark ("**Novartis**") and Patientforeningen Modernmærkekræft CVR 32113133, a Organization incorporated under the laws of Denmark, located at Kærvænget 38, Dommerby, 7800 Skive. ("**Grant Recipient**"). Novartis and Grant Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Grant Recipient has specifically requested Novartis' financial contribution in order to support the Grant Activity (as defined in Exhibit A), through a Grant Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the Grant Amount (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. GRANT BY NOVARTIS

- 1.1 **Grant.** Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.
- 1.2 **Statement of Purpose.** The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Grant Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis' products. The Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 1.3 **Novartis Responsibility.** Grant Recipient agrees that Novartis' responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.



2. OBLIGATIONS OF GRANT RECIPIENT

2.1 Use of Grant Amount.

- (a) ~~Grant Recipient shall use the Grant Amount solely for the Grant Activity and shall not use the Grant Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Grant Recipient undertakes to independently contact Novartis in the event any part of the Grant Amount has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.~~
- (b) Grant Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Grant Activity. Grant Recipient warrants that the Grant Activity is compliant with all such requirements.
- (c) Grant Recipient is solely responsible for the manner in which the Grant Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Grant Activity and the use of the Grant Amount. Any claims for payment from third parties involved in the Grant Activity are the sole responsibility of Grant Recipient and Novartis will not fund any additional amounts for the Grant Activity.

2.2 Objectivity & Balance.

- (a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Grant Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

2.3 Disclosure of Financial Relationships.

- (a) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators,



collaborators or Grant Recipient which a reasonable and ethical person would expect to be disclosed.

- (b) Novartis may disclose publicly the financial and non-financial support provided to Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

2.4 Ancillary Activities.

- (a) If the Grant Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Grant Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Grant Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Grant Activity is at the sole discretion of Grant Recipient. Meals and/or receptions, if any, will be modest and conducive to the Grant Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.
- (c) Reconciliation of Expenses. At the conclusion of the Grant Activity, Grant Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide copies of the records to Novartis on request to confirm that the Grant Amount has been used in accordance with this Agreement.

3. GENERAL

- 3.1 **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.
- 3.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.
- 3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: 50.000 DKK

Grant Activity: The grant can be used for upstart and publication of a new magazine På Pletten made by the Patientforeningen Modernmærkekræft, hereunder including paying for graphic layout, design and guidance done by a graphic design company. The magazine will be distributed to current members, hospitals and cancer advice centers. The objective with the magazine is to create a communication tool, which can ensure a high level of communication between the Patient organization and the world around them, including members. The hope is also to gain more members and build a stronger external profile for the patient organization.

The magazine will be published for the first time in week 38 2017. The plan is to make two magazines a year.

The Grant amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Grant Recipient at the following email address: alstrup@alstrup.it



EXHIBIT B

GRANT REQUEST LETTER



Patientforeningen Modermærkekæft

Den 02.07.2017

Novartis Healthcare A/S
Edvard Thomsensvej 14, 3.sal
2300 København S.

att: Evy Skovhaur
Disease Area Manager
Oncology

Ansøgning: projekt nr. 3.05.03.02 Tidsskriftet "På Pletten"

Kære Evy Skovhaur

Endnu engang tak for den allerede bevilget støtte til "Nationale Modermærkekæftdage 2017".

Hermed tillader jeg mig at fremsende Patientforeningen Modermærkekærfts ansøgning om midler til opstart og udgivelse af tidsskriftet:

Patientforeningen Modermærkekæft.....På Pletten.

Ansøgning kr. 50.000

Først må jeg undskylde og beklage, at ansøgningen på grund af den forestående ferieperiode, korte produktionstid og udgivelsestidspunktet, nu er blevet en hastesag og dermed presset af en alt for kort tid til behandling samt tilbagemelding på en bevilling.

Jeg håber virkelig på, at Novartis har muligheder for en hurtig tilbagemelding.

Patientforeningen Modermærkekæft har sat sig målet: "Inden udgangen af år 2020, skal patientforeningen bestå af 3.000 medlemmer og fremstå, som en seriøs og troværdig forening".

Ideen og Planen med det nye tidsskrift er blandt andet at:

1. Skabe et kommunikationsmiddel, som kan tilgodese et højt informationsniveau mellem patientforeningen og dennes omverden.
2. Opbygge en god profil.
3. Fastholde medlemmerne og øge tilgangen af nye medlemmer.



Patientforeningen har blandt tre leverandører valgt vedhæftet tilbud, som tilgodeser og dækker patientforeningens behov for produktion og levering af et færdigt produkt med deadline medio september 2017.

Tidsskriftet "Patientforeningen Modernærkekraft.....på pletten":

1. FORMÅL

Formålet med tidsskriftet "På Pletten" er:

1. at understrege foreningens profil.
2. Konsolidering af eksisterende medlemmer.
3. Hvervning af nye medlemmer.
4. Signalere troværdighed og seriøsitet.
5. Patienter og pårørende skal opleve foreningsarbejdet som en målrettet indsats.
6. At udgive et tidsskrift med professionelt layout og i en god papirkvalitet.
7. Artikler skal være af en høj kvalitet og godt illustreret.
8. Indholdet skal fange læsernes interesse og fremtidig støtte

2. INDHOLD

Den redaktionelle linje og artikler omfatter professionel assistance fra erfaren journalist, redaktionel assistance samt det redaktionelle arbejde.

Introduktionsbladet planlægges med følgende indhold:

- Forord fra foreningens formand.
- Information fra bestyrelsen om foreningen.
- Information om foreningens arrangementer - temamøder, lokalgrupper og national modernærkekraftdage.
- Behandlingsmæssig information.
 - Interview med lægefaglig specialist.
 - Information om tilgængelig og kommende behandling.
- Fakta om modernærkekraft.
- Patienthistorie.
- Opfordring til at blive medlem.

3. OPLAG

Vedhæftet budget på første udgivelse er på 500 stk. og 1.000 stk. offset, hvor bestyrelsen foretrækker et oplæg på 1.000 stk. Dette vil betyde en merpris på kr. 1.000,- til 1.500,-. Det første eksemplar af "På Pletten" skal blandt andet anvendes i forbindelse med medlemshvervning og blandt andet uddeles på hospitaler og kræftrådgivningscentre.



Tidsskriftet tænkes udsendt til nuværende og kommende medlemmer med henblik på konsolidering af medlemsantal, med budskabet om, at foreningen ønsker at intensivere informationsmængden til patienter og pårørende.

4. LAYOUT OG GRAFISK OPSÆTNING

i forbindelse med udgivelsen af det første nummer af "På Pletten" har bestyrelsen valgt vedhæftet tilbud fra ToDesign / Kapital Kommunikation. Det er en total løsning med rådgivning, assistance og grafisk layout.

5. TIDSHORISONT

Deadline for udgivelse er uge 38. 2017.

- Artikler og indhold 14 dage fra opstart
- Grafisk opsætning 4-5 arbejdsdage
- Tryk 3 arbejdsdage fra godkendt korrektur

Jeg håber, du og Novaris finder projektet attraktivt og relevant for bevilling af støtte ifølge gældende regler.

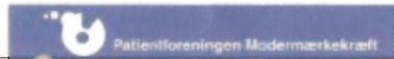
Spørgsmål og kommentarer bedes rettet til undertegnede, der gerne uddyber projektet og besvarer eventuelle spørgsmål.

Patientforeningen Modermærkekræft

Torben Alstrup-Nielsen
Landsformand
Tlf. 4044 6501
Mail: alstrup@alstrup.it
www.modermaerkekraeft.dk



BUDGET - "PÅ PLETTEN"



Medlemsblad / Magasin

Der laves et medlemsblad / magasin med 6-8 hovedhistorier.
Historierne skal findes i samarbejde med foreningen.

Patientforeningen Modernærkekraft modtager et færdigt magasin indeholdende:

• Minimum 6 artikler	35.000
• Magasinlayout, illustrationer og fotoredigering 24-36 sider (1. udgave)	36.000
• Magasin trykt 500 stk. (prisen er afhængig af format, oplæg og kvalitet)	8.500
	79.500

N.B. Ekstra for 1.000 stk. kr. 1.000 - 1.500

**NOVARTIS HEALTHCARE A/S**

Signature 1 –Contract Owner

By: ELISABET OLADOTTIR
Name: ELISABET OLADOTTIR
Title: MEDICAL ADVISOR
Date: 10-7-2017

Signature 2 –Business Approver

By: ERIK HEEGAARD
Name: E. Heegaard
Title: NORDIC MEDICAL DIRECTOR
Date: 10 July 2017

Patientforeningen Modermærkekræft

By: _____
Name: _____
Title: _____
Date: _____