

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into as of 13. December 2011 (“**Effective Date**”) by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Lyngbyvej 172, DK-2100 Copenhagen Ø, Denmark (“**Novartis**”) and Dansk Selskab for Pædiatrisk Allergologi - DSPAP, an organization incorporated under the laws of Denmark, (“**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. The Parties irrevocably agree that the Maritime and Commercial Court in Copenhagen, Denmark ("*Sø- og Handelsretten*") shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation and, for these purposes, each Party irrevocably submits to the jurisdiction of the Maritime and Commercial Court in Copenhagen, Denmark ("*Sø- og Handelsretten*").
- 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.

NOVARTIS HEALTHCARE A/S

By:  _____

Name: Peter Drøidal

Title: Regional Director

Date: 13. December, 2011

DSPAP

By:  _____

Name: Louise Agertoft

Title: M.D.

Date: 24/12 2011

By:  _____

Name: Peter Bacher

Title: RESP Franchise Head

Date: 13. December, 2011

EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: 45.000 DKK. The amount will be transferred to account Danske Bank, reg.nr. 9458 kontor nr. 4565103563

Grant Activity:



Dansk Selskab for Pædiatrisk
Allergologi og Pulmonologi

13. december 2011

SPONSOR- KONTRAKT 2012

Undertegnede repræsentant for **Novartis Healthcare A/S** ønsker indgåelse af kontrakt om sponsorering indeholdende de med ✓ eller med *antal* markerede elementer med DSPAP's formand:

BASIS SPONSORAT DKK 45.000,00	Elementet ønskes	<input type="checkbox"/>
Basis sponsorat giver adgang til følgende:		
• Stand ved DSPAP's videnskabelige møder i henhold til LIF's regelsæt : www.lif-udstilling.dk		
• Standen må bemandes med max 3 personer (kan være andre end møderets indehavere)		
• Møderet for max 2 personer ved videnskabelige møder (navne oplyst inden mødestart)		
• Deltagelse i middagen for 2 personer (navne oplyst inden mødestart)		
• DSPAP's medlemsliste		
• DSPAP's årsregnskab		
• Navn/logo og sponsor-status på programmateriale uddelt eller udsendt til tilmeldte deltagere ved videnskabelige møder		
• Logo på pauseskærm ved videnskabelige møder		
• DSPAP's generalforsamling (uden stemmeret)		
• Uddeling af informations- og reklamemateriale på hver deltagers plads inden mødestart		

"STUDIE OPHOLDS" LEGAT:	DKK 20.000,00	Antal elementer ønskes	<input type="checkbox"/>
"KONGRES OG PRÆSENTATIONS" LEGAT:	DKK 15.000,00	Antal elementer ønskes	<input type="checkbox"/>
"KONGRES DELTAGER" LEGAT:	DKK 10.000,00	Antal elementer ønskes	<input type="checkbox"/>
PRIS FOR FREMRAGENDE "PAP"- FORSKNING	DKK 10.000,00	Elementet ønskes	<input type="checkbox"/>
2.PRIS FOR FREMRAGENDE "PAP"- FORSKNING	DKK 5.000,00	Elementet ønskes	<input type="checkbox"/>
SE NÆSTE SIDE VEDRØRENDE DISSE ELEMENTER			

LEGATER OG PRISER (SE FORRIGE SIDE)

- Sponsor medvirker ved uddelingen og anføres i breve og programmateriale til tilmeldte deltagere
- Antallet af ønskede legater kan principielt være ubegrænset og tilbagebetales i det omfang de ikke søges
- Priser der ikke er søgt eller uddelt i året efter tegningsperioden tilbagebetales af DSPAP
- DSPAP ønsker at prioritere studieophold og præsentationer frem for "passive" kongresrejser
- Modtagelse af legater og priser forudsætter detaljerede ansøgninger med dokumentation for oplysninger, ophold, rejseudgifter og forskningspræstationer, samt udtalelse fra vejleder
- DSPAP'S bestyrelse afgør legatuddeling, mens prismodtagere afgøres sammen med udpegede, eksterne eksperter på området

"INVITERET TALER – ALLERGI" SPONSORAT: DKK 20 – 30.000,00 Elementet ønskes

"INVITERET TALER – ASTHMA-LUNGE" SPONSORAT: DKK 20 – 30.000,00 Elementet ønskes

Sponsoratet aftales *ad hoc* og indeholder følgende:

- DSPAP inviterer en fremtrædende - fortrinsvis internationalt anerkendt - foredragsholder mhp dækning af et "hot topic"
- Emner skal være indenfor PAP
- Sponsoratets aftales *ad hoc*, størrelsen er variabel og aftales separat med interesserede sponsorer før hvert møde
- Sponsor anføres i breve og programmateriale til tilmeldte deltagere og nævnes når taleren præsenteres

FORUDSÆTNINGER FOR SPONSORATER:

- Medlemskab af DSPAP
- Sponsoraftalen løber et år af gangen fra tegningstidspunktet, undtaget dog "inviteret taler" (se ovenfor)
- Bindende, skriftlig aftale.
- **Samlede beløb: DKK XX.000,00 indsættes på DSPAP's konto: Danske Bank, Holte afd. Reg. Nummer 9458 Konto nummer: 4565103563**
- DSPAP afholder mindst et årligt møde herunder årsmødet 2011. Sponsoratet anvendes udelukkende til dækning af omkostninger i forbindelse med fagligt program og standplads.
- Alle sponsorkandidater har lige ret til tegning af sponsorelementer – hvis mere end en sponsor ønsker elementer som selvsagt er af begrænset antal trækkes der lod om retten til elementet
- Kontrakterne er åbne for medlemmerne

Undertegnede

Firmamedlem: Novartis Healthcare as

Dato: 13. December 2011

For DSPAP :

Dato:
