

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into as of 21. November 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 Allergologi, a Organization incorporated under the laws of Denmark, located at Sekretariatet, Lab. For Medicinsk Allergologi, Opgang 22, 1. Sal, Gentofte Hospital, Niels Andersens Vej 65, 2900 Hellerup, (“**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: November 22, 2011

By: _____

Name: Peter Bacher

Title: RESP Franchise Head

Date: November 22, 2011

Dansk Selskab for Allergologi

By: _____

Name: Charlotte Goldhase-Moritz

Title: Overlæge, Høje Taastrup og Allergicenteret

Date: _____

OUH
Odense Universitetshospital
5000 Odense C

DSA

EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: 15.000 DKK 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:
charlotte.moertz@ouh.regionsyddanmark.dk

Grant Activity:

EXHIBIT B

GRANT REQUEST LETTER

From: Charlotte Gotthard Mørtz [<mailto:charlotte.moertz@ouh.regionsyddanmark.dk>]
Sent: 31. oktober 2011 12:58
To: 'Kristensen, Bjarne'; Christensen, Hans Henrik; 'Peter Josefsson'; 'Connie Kristiansen (CKRNO)'
Cc: Lars K. Poulsen; 'Peter Plaschke'
Subject: SV: Anafylaksimøde DSA

Kære Bjarne Kristensen, Connie Kristiansen, Hans Henrik Christensen og Peter Josefsson.
I har alle 4 vist interesse for sponsorering af vores anafylaksimøde i januar 2012. Vi har nu sammensat et program og har fået positivt tilsagn fra de danske foredragsholdere og afventer fra de 2 udenlandske.
Det bliver som anført et eftermiddagsmøde, sted ikke helt planlagt men i København (Gentofte eller RH/ Panum) - Lars Poulsen arbejder på dette.
Vi ville hører om I hver ville give et sponsorat på 15.000 kr til mødet, som overvejende kommer til at gå til de 2 udenlandske foredragsholdere.
Jeg har vedhæftet det foreløbige program.
Udover medlemmer af DSA inviterer vi af andre specialer: almen medicin, akut medicin, lungemedicin, dermatologi, pædiatri.

Vi ser frem til at høre fra jer og håber I fortsat er interesserede i dette spændende møde.

På bestyrelsens vegne

Charlotte Mørtz, sekretær i DSA

Charlotte Gotthard Mørtz
Overlæge, ph.d.
Hudafdeling I og Allergicentret
Odense Universitetshospital
Sdr. Boulevard 29
DK- 5000 Odense C
Danmark
Telefon 65415025
e-mail: charlotte.moertz@ouh.regionsyddanmark.dk

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Anaphylaxis

**Dansk Selskab for Allergologi
Rigshospitalet
Tirsdag den 24. januar 2012 kl. 16.00-20.00**

- Kl. 15.30-16.00 Coffee
- Kl. 16.00-16.15 **Welcome**
Peter Plaschke, MD, Allergikliniken KAA-816, Gentofte Hospital,
Copenhagen, DK
Chariman Danish Society for Allergology
- Kl. 16.15-17.00 **Pathophysiology and clinical aspects of Anaphylaxis**
F. Estelle R. Simons, MD, Department of Pediatrics & Child Health and the
Department of Immunology, University of Manitoba, CA
- Kl. 17.00-17.30 **A European Anaphylaxis register**
Margitta Worm, MD, Allergie-Centrum-Charité, Berlin, DE
- Kl. 17.30-18.00 Break with sandwiches
- Kl. 18.00-18.30 **Insect Sting Anaphylaxis**
Holger Mosbech, MD, Allergikliniken KAA-816, Gentofte Hospital,
Copenhagen, DK
- Kl. 18.30-19.00 **Drug-induced Anaphylaxis**
Lene Heise Garvey, MD, Allergikliniken KAA-816, Gentofte Hospital,
Copenhagen, DK
- Kl. 19.00-19.30 **Food-associated Anaphylaxis**
Carsten Bindslev-Jensen, MD, Hudafd. I og Allergicentret, Odense
Universitetshospital, DK
- Kl. 19.30-19.50 **Danish Guidelines for Anaphylaxis** Hans-Jørgen Malling, MD,
Allergikliniken KAA-816, Gentofte Hospital, Copenhagen, DK
- Kl. 19.50-20.00 Discussion