

## **HOSPITAL GRANT AGREEMENT**

This Grant Agreement ("**Agreement**") is entered into as of <sup>18. August 2016</sup> X August 2016 ("**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 Odense University Hospital incorporated under the laws of Denmark, located at Sdr. Boulevard 29, DK-5000 Odense C, ("**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;

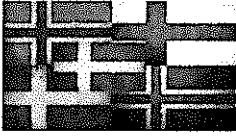
WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the grant amount or grant in-kind ("**Grant**") (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant 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 as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A in accordance with agreed timelines if any..
- 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 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 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 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. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant and take other corrective action if Grant Recipient breaches this Agreement.



## **2. OBLIGATIONS OF GRANT RECIPIENT**

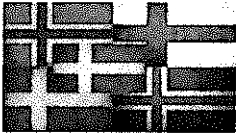
### **2.1 Use of Grant.**

- (a) Grant Recipient verifies by signing this Agreement that the Grant Recipient is willing to receive the Grant.
- (b) Grant Recipient has appointed Activity and Amount Manager(s) to manage the Grant and the Grant Activities as set forth in Exhibit A.
- (c) Grant Recipient shall use the Grant solely for the Grant Activity and shall not use the Grant 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 has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.
- (d) 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.
- (e) Grant Recipient is solely responsible for the manner in which the Grant 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. 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.**

The Grant Activity will be independent, non-promotional and free from commercial influence or bias.

- (a) 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.
- (b) 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.
- (c) 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 and purpose of the support.

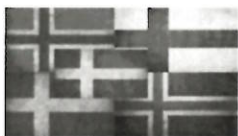
### 2.4 Ancillary Activities.

- (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 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 and will provide copies of the records to Novartis on request to confirm that the Grant 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.

**NOVARTIS HEALTHCARE A/S**

Novartis signature

By: Allan Garlik Jensen

Name: Allan Garlik Jensen

Title: Medical advisor, Dr.med.

Date: 22. aug. 2016

Novartis signature

By: 22/8 2016

Name: Magnus Gisel

Title: Business Unit Head

Date: [Signature]

**Odense Universitets Hospital**

By: Hanne Vestergaard

Name: Hanne Vestergaard

Title: Overlæge, Ph.D.

Date: 18 AUG 2016



## **EXHIBIT A**

### **GRANT & GRANT ACTIVITY**

Grant amount: 225.000 DKK to be paid by Novartis in one installment of 125.000 DKK in 2016 and one installment of 50.000 DKK in 2017 and 2018. respectively.

#### Grant Activity:

The grant is to be used for supporting the project titled "Epidemiology of chronic haemolytic anaemia" primarily through running/operational costs "Epidemiology of chronic haemolytic anaemia".

#### Grant Milestones

2016: Payment of 125.000 DKK following delivered protocol and ordering of data extraction from the Danish Data Protection Agency and Statistics Denmark.

2017: Payment of 50.000 DKK following running costs of analysis of data and submission of manuscript for one of the specified sub-studies.

2018: Payment of 50.000 DKK following delivery of two reports biannually in 2017 and 2018 and one presentation annually at the meeting in the Danish Society of Hematology on Hindsgavl in 2017 and 2018.

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: [sally.grant@rsyd.dk](mailto:sally.grant@rsyd.dk)

## **EXHIBIT B**



## GRANT REQUEST LETTER INCLUDING BUDGET

**From:** Henrik Frederiksen [mailto:Henrik.Frederiksen@rsyd.dk]  
**Sent:** 18. februar 2016 08:07  
**To:** Kristiansen, Marianne  
**Subject:** Morbiditet ved kronisk hæmolytisk anæmi

Kære Marianne

Vi er godt i gang med at starte et phd projekt om morbiditet ved kronisk hæmolytisk anæmi. Projektet er netop godkendt af SDU, så vi er nu gået i gang med at finde finansiering. Der står jo ikke direkte jernophobning i denne protokol, men en del af disse patienter har jo en velkendt jernophobningsproblematik. Vores ønske er, at dette phd projekt skal være starten på en lang række studier af morbiditet ved disse patienter, og studier af jernophobning ved nogle af disse ikke-transfusionskrævende patienter er også på ønskelisten. Jeg skriver for at spørge til jeres muligheder for at støtte projektet. Jeg vil gerne mødes og drøfte dette med dig og dem der måtte ønske det. Protokollen er vedhæftet – men vi anmoder om at I behandler den konfidentielt indtil studiet er i gang.

Mange hilsner,

Henrik

### BUDGET

2016:

Driftsomkostninger:

Dataudtræk fra Landspatientregisteret og Danmarks statistik: 100.000

2017:

Årsløn til den studerende inkl feriepenge og pension: 583.000

Driftsomkostninger: 20.000

Kongresrejse 20.000

phd studieafgift til syddansk universitet: 60.000

2018:

Årsløn til den studerende inkl feriepenge og pension: 583.000

Driftsomkostninger: 20.000

Kongresrejse 20.000

phd studieafgift til syddansk universitet: 60.000

2019:

Årsløn til den studerende inkl feriepenge og pension: 583.000



Driftsomkostninger: 20.000

Kongresrejse 20.000

Ophold ved udenlandsk forskningsinstitution: Uafklaret beløb. Der arbejdes på international samarbejdspartner.

Ph.d studieafgift til syddansk universitet: 60.000