



HOSPITAL GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into as of December 09, 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 Bispebjerg Hospital, an organization incorporated under the laws of Denmark, located at Lungemedicinsk afdeling, Bispebjerg Bakke 23, 2400 København NV, (“**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

By: _____

Name: Lisbeth Andersen

Title: Medical advisor

Date: _____

Bispebjerg Hospital

By: _____

Name: Celeste Porsbjerg

Title: Overlæge, ph.d., klinisk forskningslektor

Date: _____

By: _____

Name: Mads Norn Thomsen

Title: Head Respiratory Denmark and Norway

Date: _____



EXHIBIT A

GRANT & GRANT ACTIVITY

Grant amount: 175.000 DKK

Grant Activity: Research project regarding severe eosinophilic asthma – the impact of smoking (SEPIA)

The Grant Amount shall be paid by Novartis to the following bank and bank account:

Danske Bank
Reg : 3100 konto nr. 3100271435
IBAN : DK6330003100271435
SWIFT : DABAKKK

When effectuating the payment Novartis will include the following reference

PSP nr. F-12235-01-95-01

The following Amount Manager shall manage any Grant Amount provided under this Agreement and ensure that the Grant Amount is transferred to the correct hospital account. This Amount Manager will also ensure that any grant in-kind is delivered to the correct hospital division:

Celeste Porsbjerg

Overlæge, ph.d., klinisk forskningslektor

Bispebjerg Hospital

Lungemedicinsk afdeling L

Lungemedicinsk forskningsenhed

Bispebjerg Bakke 23

Mobil 29171620

porsbjerg@dadlnet.dk



EXHIBIT B

GRANT REQUEST LETTER INCLUDING BUDGET

Lungemedicinsk Klinik L

Bispebjerg Hospital

LUNGEMEDICINSK FORSKNINGSENHED



06.12.2016

Novartis Healthcare A/S
Edvard Thomsens Vej 14, 3.
2300 København S

Jeg ansøger hermed om støtte med henblik på at gennemføre et forskningsprojekt om svær astma, hvor vi undersøger betydningen af rygning for typen af luftvejsinflammation

Jeg er medicinsk kandidat fra 1996, Ph.d. fra 2006 og klinisk forskningslektor ved KU fra 2012. Jeg er i dagligdagen leder af lungemedicinsk forskningsenhed på Bispebjerg Hospital, sammen med professor Vibeke Backer

Dette forskningsprojekt undersøger effekten af rygning som immunologisk trigger af en type2 reaktion i luftvejene: Kan rygning inducere luftvejs eosinofili via epithelskade, IL-33 frigivelse og ILC2 aktivering? Skal behandlingen af rygere eller eksrygere med svær, eosinofil astma skal målrettes anderledes med nye antistof behandlinger, end aldrig rygere?

Det aktuelle forskningsprojekt har til formål at øge vores forståelse af immunologisk signalvejs aktivering i fænotyper af svær astma, med henblik på at vejlede den fremtidige udvikling af bedre behandlinger for denne vanskelige patientgruppe.

Ved at undersøge en stor, repræsentativt gruppe af "real life" astmapatienter, med invasive såvel som ikke-invasive prøveudtagningsmetoder, samt state-of-the-art laboratorietechnikker, vil undersøgelsen give unik translationel viden om immunologien ved svær astma. Effekten af rygning på astmatiske luftveje kan reelt opfattes som en real-life model for immun aktivering og samspillet med det adaptive immunsystem, som også kan oplyse os om, hvordan andre trigger af immunforværet, såsom luftforurening eller infektioner, kan provokere astma og udløse anfald.

Dette forskningsprojekt er en del af den interregionale BREATHE platform, et EU-finansieret forskning platform på tværs af Lund i Sverige, og København og Næstved i Danmark, i samarbejde med internationalt anerkendte translationelle forskere inden for astma immunologi

Der ansøges om et samlet beløb på i alt 259 029 Euro til dækning af udgifter ifm projektet.
Protokolsynopsis, budget og fuld protokol er vedlagt.

Med venlig hilsen

Celeste Porsbjerg

Overlæge, ph.d., klinisk forskningslektor
Lungemedicinsk afdeling L / Lungemedicinsk Forskningsenhed
Bispebjerg Hospital
Bispebjerg Bakke 23
2400 København NV

Telefon: 35313208 / Mobil: 29171620

ADRESSE:
Bygning 66
Bispebjerg Hospital
Bispebjerg Bakke 23
2400 København NV

TELEFON
35313069/35313569
FAX: 35312179



Budget, SEPIA - ph.d. study.				All values are in Euros - Prices originally in DKK; calculated with the going exchange rate of 0,1344 (as of 05/DEC/2016)
Salary:	(months)			
PhD-salary	36,00	4829,69	173868,97	
PhD-pension	36,00	796,42	28671,10	
Total			202540,06	
Materials and running costs:	(samples)			
Immunohistochemistry	120,00	33,78	4054,05	
Mesoscale	120,00	26,88	3225,81	
Flowcytometry + work expenses	120,00	94,09	11290,32	
Total			18570,18	
Conference activity				
ERS	3,00	403,23	1209,68	
ATS	3,00	672,04	2016,13	
Total			3225,81	
Exchange during ph.d. (Lund)				
Transport			500,00	
Estimated living expenses (1 month)		1344,09	10000,00	
Total			10500,00	
Tuition fee, ph.d school (3 years)	3,00	8064,52	24193,55	
GRAND TOTAL:			259029,60	

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