



GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into as of January 1 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 Roskilde Sygehus, Hæmatologisk Afdeling a hospital incorporated under the laws of Denmark, located at Vestermarksvej 5-7

4000 Roskilde, ("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.

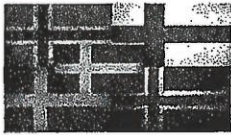
2.4 Ancillary Activities.

- (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.



NOVARTIS HEALTHCARE A/S

Signature 1 –Contract Owner

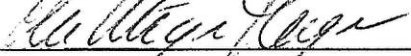
By: 

Name: Alice Mørch _____

Title: Medical advisor _____

Date: 23 JAN 2017

Signature 2 –Business Approver

By: 

Name: Else Kruger Hagen _____

Title: Nordic Medical Director

Head Hematology

Date: 25th January 2017

Hæmatologisk afd Roskilde sygehus (Grant Recipient)]

By: 

Name: Mikkel Helleberg Dorff _____

Title: Uddannelsesansvarlig overlæge _____

Date: 6/2-17

February 6th, 2017



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **189.000** DKK

Grant Activity:

I 2016 var de afholdte arrangementer:

Myelomatose guideline 2016, Odense, 30/11-2016

Hæmofagocytose, Herlev, 25/8-2016.

Lægens arbejdsliv, Rigshospitalet, 27/5-2016

DAT-negativ hæmolyse, Esbjerg, 20/4-2016

Epigenetiske forandringer, Rigshospitalet, 1/04-2016

Langerhans cellehistiocytose, Aalborg, 26/2-2016

Myelomatose behandling, Roskilde, 28/1-2016

Treatment of cytopenia in low risk MDS, Uwe Platzbecker, Roskilde, 22/1-2016

MDS 2016: Who to transplant, Uwe Platzbecker, Roskilde, 22/1-2016

Allo Hct of MDS in Denmark, Lone Friis, Roskilde, 22/1-2016

Fie Juhl Vojdeman, Ph. D. forsvar, Rigshospitalet, 16/3-2016

Nogle af de tidligere emner er:

Knoglesygdom ved myelomatose - Odense 28. maj 2015

Behandling af den ældre hæmatologiske patient. - Esbjerg 30. april 2015

Kronisk lymfatisk leukæmi - Rigshospitalet 26. marts 2015

Hæmolytisk anæmi - Holstebro 26. februar 2015

Uddannelse - Aalborg 30. januar 2015



Jern og hepcidin - Herlev 18. december 2014

Billeddiagnostisk opfølgning af lymfom - Aalborg 27. november 2014

Christen Lykkegaard Andersen PhD-forsvar - Roskilde 31. oktober 2014

Waldenströms Macroglobulinæmi - Roskilde 30. oktober 2014

Folikulært lymfom - Roskilde 25. september 2014

Seglcelleanæmi - Herlev 28. august 2014

Perifere T-celle lymfomer, Aarhus 26. juni 2014

Molekylærgenetiske analyser, Roskilde 22. maj 2014.

Cytogenetiske og molekylære forandringer ved maligne hæmatologiske sygdomme, Rigshospitalet 24. april 2014

CMML, Roskilde 27. marts 2014

Beta-thalassæmi, Herlev 27. februar 2014

Neutrofile granulocytters fysiologi, Rigshospitalet 19. december 2013

Hæmokromatose, Aalborg 28. november 2013

Febril neutropeni, Sydvestjysk Sygehus - Esbjerg 31. oktober 2013

MGUS, Vejle 26. september 2013

AML, Aarhus 29. august 2013

Allogen KMT, Rigshospitalet 20. juni 2013

Systemisk mastocytose, Odense 30. maj 2013

Eosinofili, Rigshospitalet 25. april 2013

PCNSL 21. marts 2013

CLL / SLL - Roskilde 28. februar 2013

CML - Aarhus 12. december 2012

Anæmi ved kronisk sygdom - Rigshospitalet 29. november 2012



TTP - Herlev 25. oktober 2012

Myelomatose - Roskilde 27. september 2012

MDS - Rigshospitalet 30. august 2012

Diffust storcellet B-celle lymfom - Rigshospitalet 21. juni 2012

ITP - Rigshospitalet 24. maj 2012

ALL - Herlev 26. april 2012

Kronisk Myeloproliferative Neoplasier - Roskilde 29. marts 2012

Datoerne for 2017 vil være:

26. januar 2017

23. februar 2017

30. marts 2017

27. april 2017

25. maj 2017

29. juni 2017

24. august 2017

28. september 2017

26. oktober 2017

23. november 2017

21. december 2017

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: **Mikkel Helleberg Dorff** <mihd@regionsjaelland.dk>



EXHIBIT B

GRANT REQUEST LETTER

Subject: FW: Ansøgning sponsoreret hæmatologisk fjernundervisning
[Message] [v] Ansøgning%20fjernundervisning%202016[1].doc

From: Mikkel Helleberg Dorff [mailto:mhd@regionsjælland.dk]
Sent: 11. december 2016 23:13
To: Strauss, Susanne
Subject: Sv: Ansøgning sponsoreret hæmatologisk fjernundervisning

Kære Susanne,

Har tilføjet de ønskede afsnit samt en opdateret liste over arrangementer afholdt i 2016.
Jeg håber det imødekommer ønskerne.
Hvis ansøgningen imødekommes vil jeg snarest begynde at eftersøge oplægsholdere.

På forhånd tak og tak for hjælpen. Vi ses i 2017.
Hvis ikke snakkes ved inden - glædelig jul og rigtig godt nytår

Mikkel Helleberg Dorff
Uddannelsesansvarlig Overlæge
Hæmatologisk afdeling, Region Sjælland
Sjællands Universitetshospital, Roskilde
Vestermarksvej 5-7
4000 Roskilde
Direkte tlf: 47324808

Photoprint of attachment is on the following pages:



Susanne Strauss
Novartis Danmark

Roskilde den 11. december 2016

Vedransøgning hæmatologisk fjernundervisning 2016

Novartis har de sidste år sponseret hæmatologisk fjernundervisning for hæmatologiske læger i hele landet. I de forgangne 3,5 år har det været højt værdsat at det har været muligt at videotransmittere en gang månedligt takket være Novartis bidrag. Vi håber at kunne fortsætte de gode tiltag og fastholde den månedlige fjernundervisning.

På den baggrund heraf anmodes hermed Novartis Oncology om 189.000 kr. til dækning af de tekniske omkostninger forbundet med 11 videotransmitterede undervisningsseancer á ½ times varighed i løbet af kalenderåret 2017 samt op til 4 transmissioner fra ph.d. og disputats samt videnskabelige møder i hæmDMCGernes regi (de hæmatologiske cancerstudiegrupper)

Emnerne er ikke på plads vedr 2017 da jeg først har overtaget planlægningen fra 1/12, men vil være af samme høje kvalitet som det 35 sessioner der er gennemført siden marts 2012 med gennemsnitlig 53,9 visninger ud fra 1888 indlogninger

I 2016 var de afholdte arrangementer:

Myelomatose guideline 2016, Odense, 30/11-2016

Hæmafagocytose, Herlev, 25/8-2016

Lægens arbejdsliv, Rigshospitalet, 27/5-2016

DAT-negativ hæmolyse, Esbjerg, 20/4-2016

Epigenetiske forandringer, Rigshospitalet, 1/04-2016

Langerhans-cellehistiocytose, Aalborg, 26/2-2016

Myelomatose behandling, Roskilde, 28/1-2016

Treatment of cytopenia in low risk MDS, Uwe Platzbecker, Roskilde, 22/1-2016

MDS 2016: Who to transplant, Uwe Platzbecker, Roskilde, 22/1-2016

Allo Hct of MDS in Denmark, Lone Friis, Roskilde, 22/1-2016

Fie Juhl Vojdeman, Ph. D. forsvar, Rigshospitalet, 16/3-2016

Nogle af de tidligere emner er:

Knoglesygdom ved myelomatose - Odense 28. maj 2015

Behandling af den ældre hæmatologiske patient - Esbjerg 30. april 2015

Kronisk lymfatisk leukæmi - Rigshospitalet 26. marts 2015

Hæmolytisk anæmi - Holstebro 26. februar 2015

Uddannelse - Aalborg 30. januar 2015

Jern og hepcidin - Herlev 18. december 2014

Billeddiagnostisk opfølgning af lymfom - Aalborg 27. november 2014

Christen Lykkegaard Andersen PhD-forsvar - Roskilde 31. oktober 2014

Waldenströms Macroglobulinæmi - Roskilde 30. oktober 2014

Follikulært lymfom - Roskilde 25. september 2014

Saglcelleanæmi - Herlev 28. august 2014

Perifere T-celle lymfomer, Aarhus 26. juni 2014

Molekylærgenetiske analyser, Roskilde 22. maj 2014



Cytogenetiske og molekylære forandringer ved maligne hæmatologiske sygdomme, Rigshospitalet 24. april 2014

CMML, Roskilde 27. marts 2014

Beta-thalassæmi, Herlev 27. februar 2014

Neutrofile granulocytters fysiologi, Rigshospitalet 19. december 2013

Hæmokromatose, Aalborg 28. november 2013

Febril neutropeni, Sydvestjysk Sygehus - Esbjerg 31. oktober 2013

MDS, Vejle 26. september 2013

AML, Aarhus 29. august 2013

Allogen KMT, Rigshospitalet 20. juni 2013

Systemisk mastocytose, Odense 30. maj 2013

Eosinofili, Rigshospitalet 25. april 2013

PCNSL 21. marts 2013

CLL / SLL - Roskilde 28. februar 2013

CML - Aarhus 12. december 2012

Anæmi ved kronisk sygdom - Rigshospitalet 29. november 2012

TTP - Herlev 25. oktober 2012

Myelomatose - Roskilde 27. september 2012

MDS - Rigshospitalet 30. august 2012

Diffust storcellet B-celle lymfom - Rigshospitalet 21. juni 2012

ITP - Rigshospitalet 24. maj 2012

ALL - Herlev 26. april 2012

Kronisk Myeloproliferative Neoplasier - Roskilde 29. marts 2012

Datoerne for 2017 vil være:

26. januar 2017

23. februar 2017

30. marts 2017

27. april 2017

25. maj 2017

29. juni 2017

24. august 2017

28. september 2017

26. oktober 2017

23. november 2017

21. december 2017

I 2017 planlægges at gentage nogle af de allerede afholdte seancer med henblik på en opdatering. Vi tilstræber fortsat at transmittere fra disputats forsvarsforelæsnings, videnskabelige møder samt de hæmatologiske DMCG'ers (dansk lymfom gruppe, akut leukæmi gruppen, dansk studiegruppe for kroniske myeloid sygdomme og dansk myelomatose studiegruppens) nationale møder med præsentation ved udenlandske foredragsholder. Det kræver godkendelse fra formandskabet af studiegrupperne, universiteterne samt den enkelte forelæser, hvilket vil blive sikret forud for den pågældende transmission.

Det vil fremgå af mødeplanen samt af indkaldelsesslide der rundsendes til de hæmatologiske afdelinger at "Møde teknik er sponsoreret af Novartis Oncology"



Budget:

11 morgenundervisninger fra de kliniske afdelinger		
3 forelæsninger fra Jylland	å 13125 kr	39375 kr
8 forelæsninger fra Sjælland	å 11875 kr	95000 kr
4 forelæsninger fra øvrige videnskabelige møder	å 13500 kr	54000 kr
I alt anmodes om		<u>189.375 kr</u>

Konto-oplysninger:

Evt støtte bedes venligst indsat på:

Bank konto i jyske bank: Regn r 5067 konto.3240201

Med bemærkning Hæmatologisk afdelingsledelse, konto 805.1641.000

- Fjernundervisning 2017 – CVR nr 29190658

På vegne af DHS uddannelsesudvalg og med venlig hilsen

Mikkel Dorff
Uddannelseansvarlig overlæge
Hæmatologisk afdeling
Sjællands Universitetshospital, Roskilde
Sygehusvej 10
4000 Roskilde
47324808

