



## HOSPITAL GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 1<sup>st</sup> Sept. 2018 ("**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, Department of Dermatology and Allergy Centre**, an Organization incorporated under the laws of Denmark, located **J.B. Winsløws Vej 4, 5000 Odense C, 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 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**

**ODENSE UNIVERSITY HOSPITAL**

DocuSigned by:  
By: Rasmus Boye Kjellerup  
FFAA384DC5B14F8...  
Name: Rasmus Boye Kjellerup

DocuSigned by:  
By: Flemming Andersen  
60C30EFA4BB7483...  
Name: Flemming Andersen

Title: Medical Advisor

Title: Main supervisor, associate professor,  
Department of Dermatology and Allergy Centre

Date: 11-Oct-2018 | 4:37:17 AM EDT

Date: 11-Oct-2018 | 6:11:28 AM EDT

DocuSigned by:  
By: Nanna Dam  
E250C16C94C94B3...  
Name: Nanna Dam

DocuSigned by:  
By: Peder Jest  
0E36EB9FCF5F425...  
Name: Peder Jest

Title: Franchise Head IHD Denmark

Title: Exec.Director, Chief Medical Director,  
Odense University Hospital

Date: 11-okt-2018 | 5:23:37 AM EDT

Date: 12-okt-2018 | 2:25:45 AM EDT

Read and understood:  
**Odense University Hospital**

DocuSigned by:  
By: Bettina Trettin  
4C20D90E5C1F4EB...  
Name: Bettina Trettin

Title: PhD student,  
Department of Dermatology and Allergy Centre

Date: 11-okt-2018 | 5:29:29 AM EDT



## EXHIBIT A

### GRANT & GRANT ACTIVITY

Grant amount: **195.500** DKK

Grant Activity: Supporting PhD salary expense to PhD student at the Department of Dermatology and Allergy Centre, Odense University Hospital, conducting the PhD project: Improving management of psoriasis patients: a teledermatology approach

#### **Aim**

The overall aim of the study is to identify TD approaches to providing health care for psoriasis patients receiving biological treatment.

- Investigate the everyday lives of psoriasis patients to gain an understanding of their needs.
- Investigate the needs and perspectives of health care professionals.
- Based on the identified needs, to design and develop a TD solution that tailors individual care.
- To explore how the end-users experience the use of a TD solution by investigating whether their needs are met.
- To evaluate the TD solution

The expected publications to come out of the PhD project as described in the PhD protocol are as follows:

#### **Deliverable publications**

Paper 1: Presenting the results from phase 1 including both the needs and perspectives of patients and health care workers: Towards a telemedicine solution for psoriasis patients: assessing the needs and experiences of patients and health care workers – a qualitative study.

Paper 2: Presenting the results from the design and development of the TD solution including patient involvement in research: Participatory design methods for the development of a telehealth service for psoriasis patients receiving biological treatment.

Paper 3: Presenting the Pilot test and implementation of the TD solution and the value of patient involvement in developing tele medical solution. Could this TD solution be the future management for psoriasis patients?: Future management of psoriasis: testing a teledermatological solution.



Paper 4: Discussion of PD and the use of qualitative research related to ensuring true participation.

The PhD study will be conducted from May 2018 to April 2021 and the grant amount is for covering approximately 4 months PhD salary expense in 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



**EXHIBIT B**

**GRANT REQUEST LETTER INCLUDING BUDGET**

Hans Henrik Christensen  
Field Brand Manager  
Novartis Healthcare A/S  
Edvard Thomsens Vej 14  
2300 Copenhagen S  
Denmark

**OUH  
Odense  
University Hospital  
Svendborg Hospital**

*Department of Dermato-venerology  
and Allergy Centre*  
Contact: Mette Orup Andersen  
mette.orup@rsyd.dk  
Direct phone: (45) 65 41 27 19

May 7, 2018  
Page 1/1

**Re: The Ph.D. study Improving management of psoriasis patients: a teledermatology approach**

Dear Hans Henrik Christensen,

I hereby apply for an unrestricted grant of 525.000 DKK which covers one year of salary to Ph.D. student Bettina Trettin. The Ph.D. study will start in May 2018 and will run until April 2021.

The overall aim of the study is to identify teledermatological (TD) approaches to providing health care for psoriasis patients receiving biological treatment. The study is qualitative using Participatory Design as a methodological frame.

Furthermore the study intends to:

- Investigate the everyday lives of psoriasis patients to gain an understanding of their needs.
- Investigate the needs and perspectives of health care professionals.
- Based on the identified needs, to design and develop a TD solution that tailors individual care.
- To explore how the end-users experience the use of a TD solution by investigating whether their needs are met.
- To evaluate the TD solution

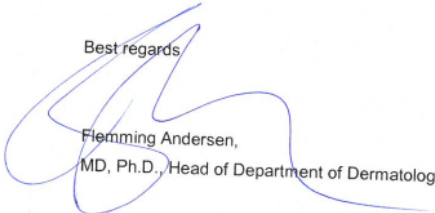
**Budget**

One year of salary to RN, MNs, Ph.D. student Bettina Trettin: 525.000 DKK. Total budget for the Ph.D. study is attached.

**Bank information**

Jyske Bank  
Reg.nr. 7562, konto nr. 0001090051  
OUH's SE nr. 30049179  
Region Syddanmarks CVR nr. 29190909  
P-nr. 1003309680

Best regards,

  
Flemming Andersen,  
MD, Ph.D., Head of Department of Dermatology and Allergy Centre



patient first **OUH**

J. B. Winsløvs Vej 4  
5000 Odense C, Denmark  
(45) 6611 3333  
www.ouh.dk





**OUH**  
**Odense**  
**Universitetshospital**

Hans Henrik Christensen, Field Brand Manager  
 Novartis Healthcare A/S  
 Edvard Thomsens Vej 14  
 2300 København S

Kontakt: Flemming Andersen  
 flemming.andersen1@rsyd.dk  
 Direkte tlf.

26. juni 2018  
 Side 1/1

### Budget for Bettina Tretin's PhD-projekt

BUDGETSKEMA					
Projektstitel:	Improving management of psoriasis patients: a teledermatology approach				
An søger:	Bettina Tretin				
Projektsted	Hudafdeling I og Allergicentret, Odense Universitetshospital, CIMT				
	Budget (dkk)	1. år	2. år	3. år	Total Budget
<b>LØN</b>					
Ph.d. studerende Bettina Tretin (løn+pension)		586.000,00	597.000,00	597.000,00	1.780.000,00
<b>DRIFT</b>					
Studieafgift SDU		60.000	60.000	60.000	180.000
MedWare, it-udvikling		115.000	150.000		265.000
<b>DATAINDSAMLING</b>					
Workshops, arrangement og kørselsgodtgørelse			20.000		20.000
Transport			16.000		16.000
<b>FORMIDLING</b>					
Konferencer			10.000	10.000	20.000
Publikationer, sprogmask mm		3000	3.000	6000	12.000
Open acces		10.000	20.000	10.000	40.000
<b>ANDET</b>					
It-udstyr, mobileenheder			50.000		50.000
Uforudsete udgifter		10.000	10.000	10.000	30.000
Overhead (3,1%) af de totale omkostninger					74.803,00
<b>TOTAL</b>					<b>2.487.803,00</b>
<b>Finansieringsplan år 1</b>					
An søgt om unrestricted grant Novartis (incl 5 % overhead)		525.000			
An søgt Innovationspuljen OUH		125.000			
Modtaget af Robert Wehnert og Kirsten Whnerts Fond		30.000			
Bevilliget af Afdeling		134.000			

Med venlig hilsen

Flemming Andersen, ledende overlæge, PhD, klinisk lektor

Region Syddanmark

patienten først OUH

J. B. Winsløvs Vej 4  
 5000 Odense C  
 Tlf. 6611 3333  
 www.ouh.dk