



## GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into as of December 28, 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 LYLE – CVR 31306833, a patient organization incorporated under the laws of Denmark, located at Banetoften 26, 4700 Næstved (“**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 evidences (as further specified in Exhibit A) to Novartis to document 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**

By: Jesper Kildehøj

Name

Title: Medical Advisor

Date: 02-Jan-2019 | 4:50:27 AM EST

Signature: \_\_\_\_\_  
*Jesper Kildehøj*  
63DC43CA9C4E431...

**LYLE**

By: Rita Christensen

Name: \_\_\_\_\_

Title: Formand

Date: 03-Jan-2019 | 8:49:14 AM EST

Signature: \_\_\_\_\_  
*Rita O. Christensen*  
F92DBD4EBA834E6...

By: Anders Jespersen

Title: Medical Head, Oncology Denmark

Date: 03-Jan-2019 | 7:13:48 AM EST

Signature: \_\_\_\_\_  
*Anders Jespersen*  
5375C0E7AF26440...



**EXHIBIT A**

**GRANT AMOUNT & GRANT ACTIVITY**

Grant Amount: 42.875 DKK

Grant Activity:

Patient organization LYLE applies for support to create disease specific content for their website, [www.lyle.dk](http://www.lyle.dk) and a newsletter that will be published 10 times a year.

Support to develop information leaflets for ALL, AML, CLL, CML & MDS, where 3 of the areas are of strategic interest to Novartis that can both be handed out in small amount at the hospitals and downloaded from their new designed website. The content is purely disease awareness, created by journalist, and reviewed by HCPContent to be published on LYLE website. The Newsletter will be send out via email and be a vital source of short information to the members on what is going on within the hematological world.

Evidences must be provided to Novartis upon completion of the Grant Activity:

Invoice from vendor or other evidence of actual cost of activity.

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: [rita@lyle.dk](mailto:rita@lyle.dk)



## EXHIBIT B

### GRANT REQUEST LETTER



Patientforeningen for  
Lymfekræft, Leukæmi og MDS



Til: Novartis Healthcare A/S  
Edvard Thomsens Vej 14, 3.  
2300 København S  
Att: Malene Kjørup

Næstved den 23. april 2018

#### **Ansøgning om støtte til udarbejdelse af beskrivelser af sygdommene AML, CML & MDS til Lyle's hjemmeside lyle.dk**

##### **Baggrund**

Som patientforening er det blandt Lyles overordnede formål at indhente og formidle information til gavn for patienter, pårørende og andre interesserede. Foreningens hjemmeside er en hjørnesten i denne bestræbelse.

Den 1. januar søsatte foreningen en ny og stærkt forbedret hjemmeside, lyle.dk, som allerede bliver flittigt besøgt. Lyle.dk skal ikke kun være et ansigt udadtil. Sitet er også en vigtig kontaktflade mellem forening og medlemmer. Med den nye hjemmeside er det vores hensigt på sigt at skabe et forum for både medlemmer og ikke-medlemmer, der skal rumme mest mulig relevant, aktuel og opdateret information om de sygdomme, vi dækker som forening, og om det at leve med leukæmi, lymfekræft og MDS.

Som siden præsenterer sig i dag, er den langt fra fuldt udviklet. Vi ser for os en kontinuerlig indsats med at udvikle, nytænke og vedligeholde siden. Umiddelbart forude ligger en vigtig opgave med at få udarbejdet fyldestgørende, let tilgængelige beskrivelser af de sygdomme, vi dækker som forening. I denne ansøgning søger vi om støtte til udarbejdes af tekster specifikt om:

- \* Kronisk myeloid leukæmi (CML)
- \* Akut myeloid leukæmi
- \* MDS.

Det er vigtigt, at disse sygdomme i udgangspunktet kun er de overliggende kategorier, da der under hver findes en lang række sygdomsvarianter med hver deres særegne karakteristika. Det er vores håb med tiden at kunne blive gradvist mere detaljeret her.

Lyle – Patientforeningen for Lymfekræft, Leukæmi og MDS  
Banetoften 26 · 4700 Næstved · tlf. 31 68 26 00 · CVR 31 30 68 33 · lyle@lyle.dk · www.lyle.dk



Hver sygdom tænkes opbygget efter samme struktur omfattende sygdomsbeskrivelse, diagnose og behandling. Strukturen er tænkt opbygget således, at der under hver sygdom skal linkes til yderligere sygdomsspecifik information. Det kan være i form af interviews med specialister, tekster/videos med fokus på udviklingen af sygdomsforståelse, på behandling, på patienterfaringer m.m. Sygdomsbeskrivelserne er på denne måde afsættet til en forhåbentlig lang række af informative materialer med høj relevans for patienter, pårørende og andre, der måtte have interesse i 'vores' sygdomme.

#### Målgruppe

Målgruppen er primært patienter med blodkræft og deres pårørende i medlemskaren, men indholdet på lyle.dk skal i sit fulde omfang være åbent og tilgængeligt for alle interesserede – det gælder således ikke-medlemmer, relevant sundhedspersonale, studerende mfl. Til målgruppeovervejselsen knytter sig kravet om, at al materiale skal være sprogligt og indholdsmæssigt tilgængeligt for lægfolk.

#### Tekstproduktion

Sygdomsbeskrivelserne vil blive udarbejdet og redigeret af journalist og medical writer Finn Stahlschmidt fra Eyelevel Communication, i samarbejde med relevant hæmatolog, som garant for troværdighed/faglighed m.m. Finn har gennem en længere årrække skrevet om hæmatologiske sygdomme.

#### Kontrakt/samarbejdsaftale

Lyle efterlever LiFs regler om samarbejde mellem medicinalindustrien og patientforeninger samt egne interne etiske regelsæt, hvilket medfører indgåelse af kontrakt/samarbejdsaftale og offentliggørelse heraf på foreningens hjemmeside.

Se i øvrigt: <http://www.enli.dk/media/49513/etiske-regler-for-samarbejde-patientforeninger-januar-2017.pdf>

#### Budget

Det samlede beløb, vi søger til at udvikle disse sygdomsbeskrivelser andrager:  
kr. 45.000,- (inkl. moms)

Vi håber på positiv modtagelse af ansøgningen og ser frem til at høre fra jer.

Med venlig hilsen

Rita O. Christensen

Formand

Lyle – Banetoften 26, 4700 Næstved

31 68 26 00 – [www.lyle.dk](http://www.lyle.dk) – [lyle@lyle.dk](mailto:lyle@lyle.dk)

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Banetoften 26 · 4700 Næstved · tlf. 31 68 26 00 · CVR 31 30 68 33 · [lyle@lyle.dk](mailto:lyle@lyle.dk) · [www.lyle.dk](http://www.lyle.dk)



Patientforeningen for  
Lymfekræft, Leukæmi og MDS



## Ansøgning til Novartis Danmark

### Ønsker til patient-/pårørendeinformation og medlemsrekrutterende aktiviteter i 2019

#### Sygdomsinformerende hæfter – 8-12 sider

Lyle ønsker at udvikle et antal patientnære, sygdomsspecifikke informationshæfter til udlevering fra de hæmatologiske ambulatorier, patientarrangementer, almen praksis m.m. Hæfterne vil blive tilgængelige via et mindre trykt oplag (til uddeling) og i øvrigt via printbare PDF-formater, der kan hentes på [lyle.dk](http://lyle.dk).

Indholdet har to formål:

1. At informere om en specifik sygdom: I første omgang ALL, AML, CLL, CML, lymfekræft og MDS – og på sigt også underliggende sygdomme som MCL og Waldenström.
2. At informere om patientforeningen Lyle, dens aktiviteter, tilbud m.m. og på den måde sikre, at nydiagnosticerede patienter (og andre) får kendskab til Lyle og derved melder sig ind i foreningen.

Folderne er inspireret af tilsvarende foldere fra Leukaemicare:

<https://www.leukaemicare.org.uk/support-and-information/help-and-resources/>

Indholdet kan hentes i redigeret og tilpasset form fra de eksisterende sygdomsbeskrivelser på [lyle.dk](http://lyle.dk).

#### Budgetestimat:

	Pris ekskl. moms	Pris inkl. moms
Tekstproduktion, 10 timer a 900 DKK (fritaget moms)	9.000 DKK	9.000 DKK
Layout, 12 timer a 750 DKK (ekskl. moms)	9.000 DKK	11.250 DKK
Tryk, 300 styk	2.500 DKK	3.125 DKK
I alt, estimeret		23.375 DKK





**Nyhedsbrev – et supplement til Lyle Nyt båret af korte aktuelle nyheder inden for det hæmatologiske felt og informationer fra foreningen**

Der tænkes udviklet et nyhedsbrev, der skal udkomme 10 gange om året og udsendes via e-mailsystemet Mailchimp. Nyhedsbrevene vil desuden blive tilgængelige på lyle.dk efterfølgende.

Målgruppe: Patienter/pårørende/sundhedspersonale/pharma/studerende/potentielle medlemmer af foreningen/alle øvrige interesserede.

Nyhedsbrevet skal udfylde et behov for korte, kvalificerede nyheder fra seriøse kilder (med referencer) og ramme ned mellem på en ene side Lyle Nyt og på den anden side LyLes aktiviteter på Facebook og andre sociale medier.

Nyhedsbrevet skal være 'driver' for rekruttering af nye medlemmer til foreningen: Det vil medvirke til at promovere Lyle som et vidensforum for hæmatologi i patient-øjnehøjde og tænkes at skulle bidrage til løbende rekruttering af nye medlemmer til foreningen.

Nyhedsbrevet tænkes distribueret via mail til foreningens medlemmer og til alle øvrige, der måtte have en interesse for patient-/pårønderelateret nyhedsstof inden for det hæmatologiske område. Styrken er at det havner jævnlige direkte i målgruppens indbakke.

Nyhedsbrevet tænkes drevet af en mindre redaktionskomité, der er ansvarlig for planlægning, redaktion samt produktion.

Nyhedsbrevet skal dække:

1. Nyheder fra foreningen: Kommende netværksmøder/temamøder/korte referater/personalia/information om udgivelser
2. Nyheder fra den hæmatologiske verden hentet og resumeret fra internationale og nationale nyhedsplatforme inden for cancer og især hæmatologi som fx hæmatologisk Tidsskrift, Dagens Pharma og Medicin, VJHemOnc (The Video Journal of Hematological Oncology), Hematology News, Blood, Hematology, diverse internationale avocacy-org.s etc.

**Budgetestimat:**

	Pris ekskl. moms	Pris inkl. moms
Tekst (nyhedsindsamling), 4timer a 900 DKK (fritaget moms)	4.500 DKK	4.500 DKK
Opsætning af flow og enkelte mails samt udsendelse i Mailchimp samt publicering på lyle.dk, 16 timer a 750 DKK (ekskl. moms)	12.000 DKK	15.000 DKK
I alt per udgivelse, estimeret		19.500 DKK