



SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is entered into as of November 15, 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 Sjællands Universitetshospital Roskilde, Patalogiafdelingen, an organization incorporated under the laws of Denmark, located at Sygehusvej 10, 4000 Roskilde, (“**Sponsorship Recipient**”). Novartis and Sponsorship Recipient may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Sponsorship Recipient has specifically requested Novartis’ financial contribution in order to support the Sponsorship Activity (as defined in Exhibit A), through a Sponsorship Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Sponsorship Request Letter mentioned above, Novartis wishes to support the Sponsorship Activity with the Sponsorship Amount (as defined in Exhibit A);

WHEREAS, Novartis will receive a tangible benefit in connection with the sponsorship (as defined in Exhibit A); and

WHEREAS, Sponsorship Recipient accepts the Sponsorship 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. SPONSORSHIP BY NOVARTIS

- 1.1 **Sponsorship.** Novartis will provide the Sponsorship Amount as set forth in Exhibit A solely to support Sponsorship Recipient in performing the Sponsorship Activity as set forth in Exhibit A.
- 1.2 **Tangible benefit.** Novartis will receive a tangible benefit as set forth in Exhibit A.
- 1.3 **Statement of Purpose.** The Sponsorship Activity is for scientific and educational purpose. Novartis sponsor a meeting for Nordic molecular biologists, the yearly meeting for this group to gather and have scientific updates and discuss, align and agree upon Nordic laboratory standards and ways of working.
- 1.4 **Novartis Responsibility.** Sponsorship Recipient agrees that Novartis’ responsibility is solely to provide the Sponsorship Amount and to receive the tangible benefit. Novartis will not be liable to Sponsorship Recipient or to any other person for the Sponsorship Activity or the use of the Sponsorship Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Sponsorship Recipient to return the Sponsorship Amount and take other corrective action if Sponsorship Recipient breaches this Agreement.

2. OBLIGATIONS OF SPONSORSHIP RECIPIENT

2.1 Use of Sponsorship Amount.

- (a) Sponsorship Recipient shall use the Sponsorship Amount solely for the Sponsorship Activity and shall not use the Sponsorship Amount for any activity that is inconsistent with, or prohibited by any



law, rule or regulation. The Sponsorship Recipient undertakes to independently contact Novartis in the event any part of the Sponsorship Amount has not been used for the Sponsorship Activity so that such amount can be refunded to Novartis without undue delay.

- (b) Sponsorship 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 Sponsorship Activity. Sponsorship Recipient warrants that the Sponsorship Activity is compliant with all such requirements.
- (c) Sponsorship Recipient is solely responsible for the manner in which the Sponsorship Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Sponsorship Activity and the use of the Sponsorship Amount. Any claims for payment from third parties involved in the Sponsorship Activity are the sole responsibility of Sponsorship Recipient and Novartis will not fund any additional amounts for the Sponsorship Activity.

2.2 **Objectivity & Balance.**

- (a) The Sponsorship Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Sponsorship 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 Sponsorship Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Sponsorship Recipient will ensure that any titles or overview information relating to the Sponsorship Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Sponsorship Recipient is responsible for selection of presenters, moderators and collaborators for the Sponsorship Activity. Novartis will not control the planning, content, speaker selection or execution of any Sponsorship Activity. If Novartis suggests presenters, moderators or collaborators, Sponsorship 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) Sponsorship Recipient will: (i) disclose, to all audiences and in all publications relating to the Sponsorship Activity, that Novartis has provided a Sponsorship to support the Sponsorship Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Sponsorship Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Sponsorship 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 Sponsorship Recipient, including, without limitation, the Sponsorship Recipient's identity, the Sponsorship Amount and purpose of the support.

2.4 **Ancillary Activities.**

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- (a) If the Sponsorship Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Sponsorship 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 Sponsorship Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Sponsorship Activity is at the sole discretion of Sponsorship Recipient. Meals and/or receptions, if any, will be modest and conducive to the Sponsorship 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 Sponsorship Activity, Sponsorship 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 Sponsorship Amount not incurred in the implementation of the Sponsorship Activity. In addition, Sponsorship Recipient will retain appropriate records of the Sponsorship Activity and the use of the Sponsorship Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Sponsorship 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

**Sjællands Universitetshospital Roskilde,
Patologiafdelingen**

Date and Signature

By:

By: _____

Name: Niels Pallisgaard

Name: Malene Kjørup

Title: Molekulærbiolog

Title: Disease Area Manager

Date and Signature: 16-nov-2018 | 2:10:28 AM EST

Date and Signature: 16-nov-2018 | 2:14:58 AM EST

DocuSigned by:
Malene Kjørup
6C6E203984344C2...

DocuSigned by:
Niels Pallisgaard
8CFF5413A39E4D0...

Date and Signature

By: _____

Name: Christian Vinther

Title: Commercial Head Oncology Denmark

Date and Signature: 15-nov-2018 | 9:05:31 AM EST

DocuSigned by:
Christian Vinther
1F31BD1452F8462...



EXHIBIT A

SPONSORSHIP AMOUNT & SPONSORSHIP ACTIVITY

Sponsorship Amount: 56.000 DKK

Sponsorship Activity:

Meeting in the Nordic Molecular Hematologic Lab Group in Copenhagen. Agenda and program attached in exhibit B. Program is educational/scientific and have no entertaining or leisure elements. Meals are part of meeting package and prices described in application. Speakers from all Nordic countries, costs for this as part of budget in exhibit B.

The meeting gathers molecular biologists from relevant labs in the 5 Nordic countries with the purpose of scientific updates, discussions and alignment across labs.

Tangible Benefit:

Novartis will with the sponsorship have access to participate in the meeting with up to 8 participants.

Novartis will furthermore receive acknowledgement for the support at the meeting.

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

After the meeting, copies of invoices documenting the actual costs of the arrangement are to be shared with Novartis.

The Sponsorship 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 Sponsorship Recipient at the following email address: nipa@regionsjaelland.dk

EXHIBIT B

SPONSORSHIP REQUEST LETTER

DK1811922462



Roskilde, September 18, 2018

Jesper Kildehøj
Medical Advisor, Oncology
Nordic Medical Disease Area Lead AML
Novartis Healthcare A/S
~~Edward Thomsen Vej 14, 3. etage~~
DK-2300 Copenhagen S
DENMARK
jesper.kildehoej@novartis.com

Regarding Nordic Molecular Hematology Laboratory Group Meeting November 2018

Dear Jesper Kildehøj

I hereby apply for support to organize a one-day meeting in Copenhagen Airport on November 20th, 2018 for the Nordic Molecular Hematology Laboratory Group (NMHLG). The NMHLG group ~~was established~~ four years ago and consists primarily of molecular biologists working to improve clinical hematological analyses by standardization and exchange of information. I hereby apply for DKK 56,000 to support the meeting, see budget below. ~~The meeting is planned to be held~~ at the Clarion Hotel Copenhagen Airport in order to enable participants to fly in and out the same day as the meeting. Planning of the scientific program is in progress and will be similar previous meetings, see latest program attached.

Budget:

| | |
|---|------------|
| 40 participants (2x coffee, lunch, meeting room) | DKK 32,000 |
| Registration, secretariat, administration | DKK 4,000 |
| Transport, hotel, dinner for 5 invited speakers from DK, N, S, IS, and SF | DKK 20,000 |

In case of support from Novartis, please deposit the support to bank account 5067-3240003 of Roskilde Hospital and state project name: ~~Bioledningsudvalget, Patologifdeling~~ Region Sjælland and project number: 8051107000. As sponsor of the meeting, representatives from Novartis are welcome to participate.

On behalf of the steering committee

Niels Pallisgaard
Molekylærbiolog
Patologifdelingen Region Sjælland
Åfniit Roskilde
Køgevej 7-13
4000 Roskilde
Tlf. +45 9356 6108
Mobil +45 2011 1727
e-mail nipa@regionsjaelland.dk
www.regionsjælland.dk



Program

**Nordic Molecular Hematology Laboratory Group Meeting
Tuesday November 20th 2018, Clarion Hotel Copenhagen Airport**

- 09:00-10:30 **Arrival, Networking and coffee**
- 10:30-10:40 **Welcome and introduction to the program**
Niels Pallisgaard
Zealand University Hospital, DK
- 10:40-11:00 **SNP-Array analysis in clinical diagnostics**
~~Setareh Safari~~
Rigshospitalet, DK
- 11:00-11:30 **Sensitive post-SCT chimerism analysis by quantitative PCR**
~~Chiriacus~~
Veli Kairisto
Turku University Hospital, SF
- 11:30-12:00 **Automatic RNA isolation by Maxwell CSC instrument**
~~Soili Kytölä~~
Helsinki University Hospital, SF
- 12:00-13:00 **Lunch**
- 13:00-13:20 **Electronic survey on FLT3 mutation analysis and plenum discussion**
Niels Pallisgaard
Zealand University Hospital, DK
- 13:20-13:50 **Cell subpopulation classification of single CML cells expressing BCR-ABL1 fusion protein by a combination of the methods, Proximity Ligation Assay and mass cytometry**
~~Linda Arngården~~
Uppsala University Hospital, S
- 13:50-14:20 **Northern Lights Assay: A versatile technique to detect damage to DNA *in vitro* and *in vivo* in body fluids**
~~Bjarki Gudmundsson~~
Landspítali - National University Hospital, IS
- 14:20-14:50 **Coffee**
- 14:50-15:20 **NanoString technology for detection of AML fusions-genes**
TBD
- 15:20-15:40 **MassARRAY technology for detection of mutations**
Niels Pallisgaard
Zealand University Hospital, DK
- 15:40-15:45 **Wrap up and adjourn**