



GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of January 1 2015 ("**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 Hæmatologisk afd X Odense Universitetshospital, a hospital incorporated under the laws of Denmark, located at Sdr. Boulevard 29 5000 Odense C, ("**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



NOVARTIS HEALTHCARE A/S

By: _____

Name: Susanne Strauss Rasmussen

Title: Franchise Manager

Date: _____

6/1 2016

By: _____

Name: Magnus Gisel

Title: Business Unit Head

Date: _____

8/1 - 2016

Hæmatologisk Afdeling,
Køgevej 7-13, 4000 Roskilde

By: _____

Name: Eirik Tjønnfjord, MD

Date: _____

15/1 - 2016


 NOVARTIS



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **30.000 kr** DKK



Invitation to Young Hematologist meeting

On behalf of The Working group of Young Hematologist in the Nordic countries I have the pleasure to invite YOU to the third Nordic YH-Meeting.

The meeting will take place on the 15th and 16th of April 2016 at Hotel Hilton, Kastrup Airport, Copenhagen.

The purpose of the meeting is to share knowledge and create work-relationships across the Nordic countries now and in the future. The topics this year will be ITP and CML, and we will try to cover all the important aspects including diagnosis, symptoms, treatment and the future.

The meeting is aimed at newly specialists in hematology or hematologists in training. To provide opportunity for discussion, number of participants is limited to 25-30.

Program

Friday 15th

12.00 - 13.00 Arrival, lunch and registration

12.45 - 13.00 Introduction by the chairmen MD Erik Tjønnfjord, OUH and MD, PhD Anne Louise Tølbøll Sørensen, Rigshospitalet, Denmark

13.00 - 18.00 ITP

13.00-14.30 ITP – examination and diagnosis, MD, PhD Eva Leino, Rigshospitalet, Denmark

14.30-16.00 ITP – special/difficult situations (operations, pregnancy etc), MD, PhD Henrik Frederiksen, OUH, Denmark

16.30-18.00 ITP – How I treat ITP, MD Waleed Ghanami, Frederikstad Hospital, Norway

Ca 16.00 Coffe break

18.30 → Dinner Buffet

Saturday 16th

08.30 - 10.00 CML – symptoms and diagnosis, MD, PhD Tobias Gedde-Dahl, Rikshospitalet, Norway


10.00 - 11.30 CML – eosinofili, MD, Dr.med. Ole Weis Bjerrum, Rigshospitalet, Copenhagen, Denmark

11.15 - 11.30 Coffe break

11.30 - 13.00 CML – different stages and symptoms, MD, PhD Tobias Gedde-Dahl, Rikshospitalet, Norway

13.00 - 13.30 CML – treatment and the future (speaker announced later)

13.30 → Round up and Sandwich, MD Erik Tjønnfjord, OUH and MD, PhD Anne Louise Tølbøll Sørensen, Rigshospitalet, Denmark

 NOVARTIS



Reasonable travel expenses (flight economy or train 2. class) and hotel will be reimbursed by YH in the Nordic countries.

Please register by returning the answer form **before Marts 1 2016** to eirik_tjo@hotmail.com

On behalf of the Working Group of Young Hematologist in the Nordic countries

MD Eirik Tjønnfjord, OUH, Region Syd, Denmark

MD, PhD Anne Louise Tølbøll Sørensen, Rigshospitalet, Region Øst, Denmark

The meeting is supported by unrestricted grants from Ariad, Gilead, Celgene and Alexion and has been reported to "Eisk Nævn for Lægemiddelindustrien" (ENLI)



EXHIBIT B

GRANT REQUEST LETTER

Novartis

Odense, Oktober 9th, 2015

Young Hematologist in the Nordic Countries
MD Eirik Tjønnfjord
MD, PhD Anne Louise Tølbøll Sørensen

Application for a grant for the upcoming meeting in YH in the Nordic countries 2016

On behalf of the organizing committee for Young Hematologist in the Nordic countries we would like to invite you as a sponsor for the upcoming meeting planned for April 2016 in Copenhagen, Denmark. This is the third meeting for young hematologists or hematologists in training in Denmark, Norway, Sweden and Finland. The first two meetings have been a great success, with mainly participants from Denmark and Norway.

The next meeting is planned to take place at the Hilton Hotel, Kastrup, Copenhagen Airport on April 15-16th 2016. We aim for approximately 25-30 participants. The meeting is scheduled to start Friday 15th of April with welcome lunch and end with an informal luncheon Saturday. The topics covered this year will be ITP and CML. We hope to get speakers from all the Nordic countries, and if possible an expert from elsewhere.

The last two years we have had a budget of approximately 90.000 DKr, covering transport, hotel, lunch and dinner, speaker gifts and meeting room. We hope you will be interested in sponsoring the meeting and help young hematologist develop and exchange information, ideas and experience to become the best on our field and develop a better science community across borders in the future.

If interested, we hope for a grant of 15.000 – 30.000 DKr. You are welcome to send 1-2 representatives who can participate fully in the meeting, however there will be no formal exhibition stands, but an opportunity to hand out scientific articles.

Best regards,

Eirik Tjønnfjord and Anne Louise Tølbøll Sørensen (on behalf of YH organization committee)

 NOVARTIS



Fra: Eirik Tjønnfjord <eirik_tjo@hotmail.com>
Dato: 9. okt. 2015 kl. 16.09.27 CEST
Til: "Hougaard, Tine" <tine.hougaard@novartis.com>
Emne: Grant for YH meeting

Dear Novartis and Tine,

attached you will find the program and the application for a grant for the Young Hematologist in the Nordic countries, hosted by the group and me as chair and organizer. There are already approximately 10 young hematologist booked, from Norway, Denmark and Finland. We are working on a third speaker on CML, and have been in contact with Prof. Kimmo Porkka from Helsinki and Prof Baccarani from Bologna, Italy - and are waiting for their replay.

I hope you will sponsor the meeting, and hopefully be part of this on a yearly basis. Other medical firms sponsering is Celgene, Alexion, Gilead and Ariad.

Best regards, Eirik Tjønnfjord, MD and hematologist in training OUH, Denmark
On behalf of the organizing committee

