



## **GRANT AGREEMENT**

This Grant Agreement (“**Agreement**”) is entered into as of 10.04.2019 (“**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 **Øjenforeningen**, an organization incorporated under the laws of Denmark, located at Ny Kongensgade 20, DK-1557 København, (“**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 independent 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**

**Øjenforeningen**

Date and Signature 1 –Contract Owner

DocuSigned by:  
Signature: Charlotte Westerberg  
128397CC23FB4E4...

Name: Charlotte Westerberg

Title: Head Patient Relations

Date: 11-Apr-2019 | 5:20:15 AM EDT

DocuSigned by:  
Signature: Marijke Vittrup  
3D229201D1554DD...

Name: Marijke Vittrup

Title: Direktør

Date: 11-Apr-2019 | 4:52:42 AM PDT

Date and Signature 2 –Business Approver

DocuSigned by:  
Signature: Jesper Freij  
87A4882FE87B4DF...

Name: Jesper Freij

Title: Franchise Head Ophtha, Nordics

Date: 11-Apr-2019 | 6:31:02 AM EDT



## EXHIBIT A

### GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **DKK 80.000,-**

Grant Activity: **Øjenforeningen – Folkemøde Bornholm (debate: Eye-threatening eye-diseases and waiting time for diagnosis)**

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)

Budget:

#### Budget for Folkemøde event og debat

<b>Debat og event på Folkemødet</b> Placering i et af Operates telte på et af de bedste tidspunkter under Folkemødet – torsdag eftermiddag eller fredag formiddag.	Kr. 130.000
Prisen indeholder: <ul style="list-style-type: none"> <li>• Udvikling af arrangementet med bistand fra erfarne rådgivere i Operate, løbende sparring og rådgivning frem mod Folkemødet – herunder også udviklingsmøder og dialog med evt. sponsor</li> <li>• Booking og brief af deltagere til event og debat samt al kontakt til deltagerne op til debatten</li> <li>• Præcis tidsplan og drejebog for dagen</li> <li>• Tekst om event til FM app samt tekst der kan benyttes på jeres medier samt markedsføring via Operates medier</li> <li>• Erfaren debat facilitator fra Operate</li> <li>• Al praktisk koordinering med deltagerne</li> <li>• Opsætning af teltet så det er tydeligt at det er Øjenforeningens og sponsorerens arrangement – fx egne rollups eller materiale der skal ligges på stolene (alternativt ser teltet neutralt ud)</li> <li>• Praktisk hjælp i teltet</li> <li>• Lyd og storskærm i teltet</li> <li>• Kaffe og vand til alle i teltet</li> </ul>	
<b>20 styk Perspectables briller med synsfiltere</b> Brillerne er inkl. forskellige synsfiltere, der giver brugeren en oplevelse af alle forskellige typer øjensygdomme (pr. styk. 1.300). Brillerne er nemme at bruge og transportere, og vi tager dem med på Folkemødet for at give deltagerne fx politikere og andre interessenter oplevelsen på "egen krop".	Kr. 26.000
<b>Film fra syns-event</b> Optagelse på Folkemødet med iPhone og efterfølgende sammenklipping af kort og meget simpel film om deltagerens oplevelse med at have brillerne på. Filmen anvendes på Øjenforeningens egne medier, og kan bruges som icebreaker på efterfølgende møder med fx de sundhedspolitikere, som deltager på filmen. Filmen klippes sammen, der kommer undertekster og meget enkel grafik på, filmen leveres i et format, der kan bruges på sociale medier mm.	Kr. 10.000
<b>I alt</b>	<b>Kr. 166.000*</b>

\*Alle priser er eksklusive moms, transport (herunder evt. transportudgifter forbundet med at få debatdeltagere til Bornholm – Operates transport til Bornholm kommer ikke oveni) og eventuelle udlæg til eksempelvis tryk, materialer, fonte, foto, oversættelse. Evt. udgifter til anden debatfacilitator er ikke inkluderet.

Operate | Side 9



**EXHIBIT B**

**GRANT REQUEST LETTER**

**Øjenforeningen ansøger om støtte til event og debat på Folkemødet**

Øjenforeningen har ikke ressourcer til at gennemføre event og debat for egne midler, og ansøger derfor Novartis om støtte til at gennemføre synsevent og debat på Folkemødet.

Øjenforeningen ansøger om det fulde beløb kr. 166.000, alternativt en del af beløbet.

Øjenforeningen er i dialog med en anden sponsor, men har endnu ikke truffet endelige aftaler om støtte til arrangementet.

26/12-2019   
Marilke Vittrup, direktør i Øjenforeningen

Øjenforeningen Væm Om Synet  
CVR: 69 83 83 18  
Ny Kongensgade 20, 1. sal  
1557 København V

Bank konto: 7360 1852038

