



GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into as of 07.01.2020 (“**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:
Charlotte Westerberg
Signature: _____
BD54465FB213447...

Name: Charlotte Westerberg

Title: Head Patient Relations

Date: 07-Jan-2020 | 3:47:30 PM IST

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

Name: Marijke Vittrup

Title: Direktør

Date: 07-Jan-2020 | 7:33:23 AM PST

Date and Signature 2 –Business Approver

DocuSigned by:
Jesper Freij
Signature: _____
7630C66028234BE...

Name: Jesper Freij

Title: Franchise Head Ophtha, Nordics

Date: 07-Jan-2020 | 5:07:13 PM IST



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **DKK 140.000,-**

Grant Activity: **Øjenforeningen – Konference Christiansborg 8. Oktober 2020 (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

Budget:

Økonomi: Christiansborg konference			Tlmefordeling	Timefordeling	Timepris
Budget – detaljeret	Estimeret timeforbrug	Pris	Kirstine Rask, direktør	10 timer	1.750 kr.
Udvikling og afvikling af konference på Christiansborg inkl. markedsføring, drejebog, invitationer, ordstyrer, koordinering med debattører (jf. forrige slide)	78	120.000 kr.	Eva Olhoff, chefrådgiver	50 timer	1.475 kr.
Produktion af film (eller lydfortælling)	45	60.000 kr.	Kommunikationskonsulent	81 timer	1.095 kr.
Survey m. repræsentativt udsnit af befolkningen via Userneeds (afhænger af antal spm)		35.000 kr.	PR-konsulent	50 timer	1.095 kr.
Bearbejdning af survey-resultater, indsalg til medier og kontakt til journalister på dagen	50	55.000 kr.	Designer	18 timer	1.095 kr.
Design og opsætning af annoncering samt placering i dialog med medie bureau	18	20.000 kr.			
Display og bannerannoncer (digitalt) for at sikre tilmelding		60.000 kr.			
I alt		350.000 kr.			

Kirstine Rask og Eva Olhoff kommer helt sikkert på opgaven, og derudover får vi bistand fra en kommunikations konsulent, en designer og en PR-konsulent.

Fordelingen af timer bliver tilpasset de opgaver, som Øjenforeningen selv kan gå ind og løse med en ny medarbejder.



EXHIBIT B

GRANT REQUEST LETTER

Øjenforeningen ansøger om støtte til Christiansborg konference

Øjenforeningen har ikke ressourcer til at gennemføre Christiansborg konferencen for egne midler, og ansøger derfor om kr. 140.000 ekskl. moms til at gennemføre konferencen.

Øjenforeningen forventer selv at kunne løse en større del af opgaven, og derfor vil det endelige budget for konferencen blive justeret, så det passer med kr. 140.000.

5/12-19 
Marijke Vittrup, direktør i Øjenforeningen
Øjenforeningens CVR nummer er 69838316
CVR: 69 83 83 16



Øjenforeningen Værn om Synet
CVR: 69 83 83 16
Ny Kongensgade 20, 1. sal
1557 København V

Bank konto: 7360 1852038

