



Dermatology  
beyond the skin

# **COLLABORATION AGREEMENT (PATIENT ORGANIZATIONS) CONSULTANCY SERVICES**

**between**

**Atopisk Eksem Forening**

**and**

**LEO PHARMA A/S**

**TABLE OF CONTENTS**

1 PURPOSE ..... 3

2 THE SERVICES..... 3

3 REMUNERATION..... 5

4 INTERACTION WITH HEALTHCARE PROFESSIONALS (“HCPS”), HEALTHCARE ORGANIZATIONS (“HCOS”) AND THE GENERAL PUBLIC..... 6

5 INTELLECTUAL PROPERTY RIGHTS ..... 6

6 CONFIDENTIALITY ..... 6

7 TRANSPARENCY AND DISCLOSURE ..... 7

8 USE OF THE PATIENT ORGANIZATION'S LOGO..... 7

9 INDEPENDENCE AND CONFLICT OF INTEREST ..... 7

10 TERM AND TERMINATION..... 7

11 DATA PROTECTION ..... 7

12 LAW AND VENUE ..... 8

13 SIGNATURES..... 8

**THIS AGREEMENT ("Agreement")** is made and entered into by and between:

- (1) **LEO Pharma A/S**, a company organized and existing under the laws of Denmark and having its registered office at Industriparken 55, 2750 Ballerup, Denmark, with its company registration no. 56759514 ("**LEO Pharma**"), and
- (2) **Atopisk Eksem Forening**, an organization organized and existing under the laws of Denmark and having its registered office at Amsterdamhusene 32, 1 C/O Susse Stannum, 3600 Frederikssund, Denmark ("**Patient Organization**"),

hereinafter individually referred to as "**Party**" and collectively as "**Parties**",

**WHEREAS:**

- (A) LEO Pharma is a research-based pharmaceutical company that develops, manufactures and markets pharmaceutical products to patients within dermatology and thrombosis.
- (B) The Patient Organization is an organization working with improving the conditions for people afflicted by Atopic Eczema.
- (C) LEO Pharma wishes to engage the Patient Organization to provide services to advice LEO Pharma and third party consultancy COWI on questionnaire development for the project "Levevilkår blandt patienter med Atopisk Dermatitid I Danmark" and assistance with distributing survey link via Digital channels ("**Services**") and the Patient Organization wishes to provide such Services to LEO Pharma.

**NOW THEREFORE**, the Parties have agreed as follows:

## **1 PURPOSE**

- 1.1 The purpose of this Agreement is to describe the terms and conditions for the collaboration between the Parties in connection with Services to be provided to LEO Pharma and its Affiliates by the Patient Organization. For the purpose of this Agreement "**Affiliate**" is defined as any company, corporation, firm, partnership or other entity controlling or controlled by LEO Pharma.

## **2 THE SERVICES**

- 2.1 The Patient Organization will facilitate validation of the project questionnaire and validation of the results as follows:
  - Recruitment of 3-4 individuals with Atopic Eczema to validate project questionnaire via telephone interview with third party consultancy COWI
  - Recruitment of 3-4 individuals with Atopic Eczema to validate results via telephone interview with third party consultancy COWI



### 3 REMUNERATION

3.1 **(Fees)** The fees for the Services and the rights assigned to LEO Pharma and/or its Affiliates under this agreement: shall be 5.000 DKK, which is representative of the fair market value for such Services, including but not limited to all preparatory work, travel time, meeting time, materials, results, deliverables etc. for all representatives. The Fees payable are exclusive of VAT and any other local taxes. The Patient Organization shall not be entitled to any additional payments unless agreed upon between the Parties in writing. LEO Pharma shall be contacted immediately if the Patient Organization estimates that more hours than agreed are required to perform the Services.

3.2 **(Invoices)** The Patient Organization shall send invoices no later than sixty (60) days after the Services have been performed. The Patient Organization shall issue invoice(s) to LEO Pharma A/S, Att.: Ann Lindell, Industriparken 55, 2750 Ballerup, Denmark. Invoices and expense receipts should be sent as a PDF file to [ANLSE@leo-pharma.com](mailto:ANLSE@leo-pharma.com), marked "Nordic Patient Survey" in the subject line in order to receive payment and reimbursement.

The invoice shall include following information:

- LEO Pharma A/S VAT no: DK 56759514
- Name and address of the Patient Organization
- Invoice number and date
- Specification of the Services and time spent
- Invoice currency
- Bank details
- Patient Organization VAT number (EU countries) if applicable
- If the Services are subject to VAT or any other local taxes, any mandatory data in accordance with the provisions of the applicable VAT or tax laws.

Payment terms are date of invoice plus thirty (30) days.

3.3 **(Travel and accommodation)** LEO Pharma will arrange hotel accommodation and book the necessary and relevant transportation, if not otherwise agreed.

LEO Pharma will not reimburse any accommodation and travel booked by the Patient Organization, without prior written approval, and will in no event be able to refund any costs without proper documentation.

The following reasonable and documented travel and accommodation costs shall be covered by LEO Pharma:

Accommodation	No accommodation shall be covered by LEO Pharma under this agreement
Travel costs	No travel costs shall be covered by LEO Pharma under this agreement

The Parties represent and warrant that neither this Agreement nor any amount paid or reimbursed by or on behalf of LEO Pharma is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to

recommend, arrange for, induce or reward the referral of patients, the purchase, lease or order of any product or service or the promotion of the interest of LEO Pharma.

#### **4 INTERACTION WITH HEALTHCARE PROFESSIONALS (“HCPS”), HEALTHCARE ORGANIZATIONS (“HCOS”) AND THE GENERAL PUBLIC**

- 4.1 The Patient Organization shall not interact with or make any payments or other transfers of value to HCPs or HCOs directly or indirectly in connection with the Service.]
- 4.2 The Patient Organization shall not interact with members of the general public on behalf of LEO Pharma in connection with the Services.]

#### **5 INTELLECTUAL PROPERTY RIGHTS**

- 5.1 Any and all information of any kind provided and/or disclosed by or on behalf of LEO Pharma in connection with the Services (“LEO Pharma Information”) is the exclusive property of LEO Pharma and nothing in this Agreement shall be construed as granting the Patient Organization any license or proprietary right with respect to LEO Pharma Information.
- 5.2 Any and all results including, but not limited to reports, documents and any other work product as well as all intellectual property rights, inventions (whether patentable or not) and know-how generated and/or resulting from the Services (“Results”), shall be the exclusive property of LEO Pharma, who shall be entitled to use Results without any restrictions. Nothing in this Agreement shall be construed as granting to the Patient Organization any license or proprietary right hereto.

#### **6 CONFIDENTIALITY**

- 6.1 Any and all Results, LEO Pharma Information and other business information or materials (whether or not patentable) of LEO Pharma, its Affiliates or a third party, whether in written, graphical, electronic or oral form or in any other medium disclosed to, communicated to, learned of or otherwise acquired by the Patient Organization under this Agreement except for information which Patient Organization is able to prove is already lawfully in its possession prior to disclosure under this Agreement or is or becomes public knowledge through no fault of the Patient Organization shall be considered as confidential information (“Confidential Information”).
- 6.2 The Patient Organization shall use the Confidential Information solely in connection with the Services and shall not disclose or exploit, whether directly or indirectly, any Confidential Information for its own benefit or the benefit of any third party (person or entity).
- 6.3 The Patient Organization shall maintain the Confidential Information in confidence for a period of five (5) years from the date of disclosure, and shall upon termination or expiry of this Agreement, if requested by LEO Pharma, promptly return, delete or destroy (at the discretion of LEO Pharma) all Confidential Information in its possession, including all copies, reproductions and summaries thereof.

## **7 TRANSPARENCY AND DISCLOSURE**

- 7.1 LEO Pharma must annually publish a list on its website of the Patient Organizations LEO Pharma have engaged to provide paid-for services. The Patient Organization consents to disclosure of information on such list about this Agreement, including a description of the services and any payments made by LEO Pharma under the Agreement as well as disclosure of the total amount LEO Pharma has paid to the Patient Organization during the year.
- 7.2 LEO Pharma encourages the Patient Organization to declare that it has provided paid services to LEO Pharma whenever the Patient Organization communicates in public on any matter that is related to the Services or any other issue related to LEO Pharma.

## **8 USE OF THE PATIENT ORGANIZATION'S LOGO**

- 8.1 The Patient Organization agrees that LEO Pharma may use the Patient Organization's logo or name, and make use of collaboration with the Patient Organization, as follows: To be mentioned in the introduction of the project report, in other presentations of the project results and to be mentioned on the website of LEO Pharma

## **9 INDEPENDENCE AND CONFLICT OF INTEREST**

- 9.1 The Parties declare by signing this Agreement that the Patient Organization shall be free to collaborate with other pharmaceutical companies and that LEO Pharma shall be free to collaborate with other Patient Organizations. The Parties further state that their collaboration shall not involve exclusive rights with respect to specific product or therapeutic areas or do not include any obligation or inducement to recommend a particular medicinal product.
- 9.2 LEO Pharma agrees by signing this Agreement not to impose conditions for the Patient Organization's professional or stakeholder-policy viewpoints. This Agreement shall not be seen as explicit or implicit agreements that confer an obligation on the Patient Organization to recommend or in any other way promote the interest of LEO Pharma.

## **10 TERM AND TERMINATION**

- 10.1 This Agreement shall come into force on the day of the last signature to the Agreement and shall unless terminated earlier, remain in force until the Services have been completed, at which date the Agreement shall be terminated automatically.
- 10.2 If the Patient Organization breaches any of its obligations under this Agreement, LEO Pharma may terminate the Agreement with immediate effect and be entitled to seek other legal redress in Danish law for breach of agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated.

## **11 DATA PROTECTION**

- 11.1 The Parties undertake at all time to comply with all applicable laws and regulations applicable to the processing of personal data and data protection.

## **12 LAW AND VENUE**

- 12.1 This Agreement shall be governed by the laws of Denmark without regard to the conflict of law provisions.
- 12.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. Each Party shall appoint one arbitrator, and the Danish Institute of Arbitration shall appoint the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within thirty (30) business days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, Denmark and the arbitration shall be conducted in English.

## **13 SIGNATURES**

- 13.1 The Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document. The Parties agree that the execution of this Agreement by standard industry signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures. Any amendments of the Agreement shall be in writing and signed by authorized representatives of the Parties.



LEO Pharma A/S

Atopisk Eksem Forening

Date: 12.08.2020

Klaus Apel

Name: KLAUS APEL

Title: EM

Date: 12.08.2020

Anne Skov Vastrup

Name: ANNE SKOV VASTRUP

Title: CHAIR

*Atopisk Eksem Forening*

c/o Susse Stannum  
Frikvarteret 2, 2. lejl. 13  
3600 Frederikssund  
ino@atopiskeksemforening.dk  
www.atopiskeksemforening.dk