



CONSULTANCY AGREEMENT WITH PATIENT ORGANISATION OR PRIVATE CORPORATION (AB/HB)

This Agreement is made between

Sanofi A/S, Lyngbyvej 2, 2100 København

and

Contractor

Patient Organisation or Private Corp. Name Atopisk Eksem Forening		Org. Nr Atopisk Eksem Forening CVR number 3373 6665
Patient Organisation or Private Corp. Address Atopisk Eksem Forening c/o Susse Stannum Amsterdamhusene 32, 1	ZIP Code 3600	City Frederikssund

Please complete the table with contact details in order for Sanofi to be able to contact you in relation to the specified Missions. Sanofi will not use contact details in any other purpose than for the Missions as specified in this Agreement.

E-mail (Representative of Patient Organisation) Anne Skov Vastrup: anne@vastrup.dk>	Mobile Number 22737826	ICE (Contact Details in Case of Emergency) NA
Contact Person within Sanofi Rama Pryce, Stakeholder engagement manager	E-mail (Sanofi Contact Person) Rama.pryce@sanofi.com	

Sanofi and Contractor shall individually be referred to as a "Party" or collectively as the "Parties"

SPECIAL TERMS

1. DESCRIPTION OF THE MISSION

The Contractor undertakes to:

Act as a consultant for Sanofi in the development and delivery of results from a Nordic Patient Survey, focusing on the Impact of Atopic Dermatitis for children, 6-17years, and their caregivers/families.

- Pre-survey consultation:

- Give advice on identifying relevant topics/questions in a Burden of Atopic Eczema Disease survey for children, teens and their caregivers that will be run in the Nordic countries
- Give advice on local language translations from English and secure "patient friendly" terminology and tone of voice

The advice should be given through one scheduled 45-minute feedback-call and followed-up by e-mail communication/short clarification calls according to deadlines given by Sanofi.

- Post-survey consultation:

- Give advice on the survey results; what's the key results and relevance for patients/relevance for public?
- Give advice on how to optimally share the survey results for audiences in scope
- Give advice and feedback on communication elements developed by Sanofi to share the results with key stakeholders

The advice should be given through one scheduled 60-minute feedback-call and followed-up by e-mail communication/short clarification calls according to deadlines given by Sanofi.

The Mission shall be carried out in the best way based on the Contractor's ability and in accordance with the Sanofi's reasonable instructions. The Mission shall be carried out by each Party in accordance with Chapter 3, Section 1 of the Pharmaceutical Industry's ethical regulations.

2. DATE OF THE MISSION

Notwithstanding its signature date, the Agreement shall be effective from the "Effective date" (the date when the Mission effectively starts) below and last until full payment is made or early termination in accordance with the General Terms.

Effective Date: 15.03.2021

End Date: 15.04.2021

Any amendment to the Agreement shall be made in writing and signed by both Parties.

3. FEES

In consideration of the Missions to be provided under this Agreement, Sanofi shall pay the fee for the Missions performed as specified below (collectively the "Fees").

The number of hours and the numbers of events are specified below.

Travel compensation is additional, based on the provisions on travel contained in the collective bargaining agreement concluded by the Contractor. SANOFI's reimbursement and payment is strictly limited to the expenses mentioned in the Agreement. No personal expenses will be reimbursed, nor shall costs related to individuals accompanying invited employee of Contractor will be reimbursed.

Activity/Event	Fee per hour, DKK	Hours Missions / activity	Hours Preparation / activity	Compensation, DKK	Travel time compensation	Total compensation, DKK
Pre-survey consultation		6			-	
Post-survey consultation		10			-	I alt 9.500 kr.
						FMW 1.280 Euros = (9.500 kr.)

4. PAYMENT TERMS

Each Mission must be invoiced as soon as possible, and no later than 30 days after completion of each Mission. All expenses occurred in regards to the mission should be included on the invoice with attached receipts.

The Contractor's bank account shall be located in the Contractor's country of residence. If, for any reason, the Missions are not achieved, and this is not due to Sanofi, no fee shall be due or paid for such cancelled Mission.

Payment 30 days net from invoice reception

Invoice(s) (with attached receipts) shall be sent as **one single file as PDF** to the following address: SanofiDK.Invoice@recall.se

5. SIGNATURE & APPROVAL

The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

This Agreement has been drawn up in two (2) copies, of which the parties mentioned below shall retain one copy each.

Signature of the Parties:

Sanofi

Name: Anette Widriksen

Date: 05-Mar-2021

Anette Widriksen

Anette Widriksen (Mar 5, 2021 11:34 GMT+1)

Contractor

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Name: Anne Skov Vastrup

Date: 05-Mar-2021

Anne Skov Vastrup

GENERAL TERMS

This "Agreement" made of the General Terms, the Specifications and the Appendices, is between **Sanofi** and **Contractor** (as defined in the Specifications).

1. **General Obligations.** Contractor shall allocate all necessary human, time and material for the achievement of the Mission within the timelines as agreed with Sanofi. The Mission shall be provided in accordance with applicable laws, the EFPIA Representative of Patient Organisation Code, the IFPMA code of practice and any national codes of practice which may apply to the performance of the Mission. In consideration of the performance of the Mission Sanofi shall pay the fee detailed in the Specifications.
2. **Tax and insurance.** Contractor agrees to bear all taxes and social benefit contribution which could be payable on the fees Contractor receives under this Agreement. Contractor also agrees to ensure it has all relevant insurance necessary in order to perform the Mission.
3. **Ownership. "Affiliate(s)"** shall mean "SANOFF" the holding company of Sanofi (registered in PARIS, France under the n°395 030 844, hereinafter "**SANOFI SA**") and any legal entity which is controlled by SANOFI SA or under common control with SANOFI SA or controlling SANOFI SA. "**Control**" means the direct or indirect ownership of at least fifty percent (50%) of the share capital or the voting rights of such entity or of the power to designate the majority of the members of its principal management body. "**Sanofi's IP**": All the information, documentation, data, trade secrets, patent, copyrights, know-how, (i) which are owned by Sanofi or its Affiliates, or (ii) which are licensed to Sanofi. "**Contractor's IP**": All of Contractor's pre-existing intellectual property rights prior to entry into this Agreement. "**Deliverables**": results of the Mission including any and all presentation (notes taken from it), reports, inventions, data and other materials and works, including any intellectual property rights related thereto that are not Sanofi's IP or Contractor's IP, created by Contractor in connection with the Mission. Contractor shall remain the owner of Contractor's IP. Sanofi and its Affiliates shall remain the owner of Sanofi's IP. Sanofi grants Contractor a non-exclusive, limited, non-transferable right to use Sanofi's IP solely for the purpose and duration of the Mission. Sanofi shall become the owner of the Deliverables and Contractor shall not use them outside the scope of the Mission. The remuneration paid to Contractor under this Agreement constitutes the full payment for any intellectual property right included in the Deliverables. The transfer of ownership includes the rights for Sanofi and its Affiliates to reproduce and to make reproduction, to represent and to make representation, to adapt and to make adaptation, to modify and make modification, and to make all use of all or parts of the Deliverables, as well as to translate and to make translation of the Deliverables. The *rights transferred* shall last for the duration of the intellectual property rights attached to the Deliverables. If the Deliverables include Contractor's IP, Contractor hereby grants to Sanofi and its Affiliates an irrevocable, non-exclusive, world-wide, perpetual, royalty-free license to use such of Contractor's IP in order to allow Sanofi and its Affiliates to further use develop and exploit the Deliverables.
4. **Indemnity.** Contractor hereby represents and warrants to Sanofi that Contractor's performance of the Mission will not violate any proprietary rights of any third party. Contractor hereby separately agrees to indemnify and hold Sanofi harmless from any loss, claim, damage, costs or expense of any kind, both direct and indirect, and including reasonable attorneys' fees.
5. **Confidentiality.** Sanofi's IP and all strategic and organisational information to which Contractor will have access during the course of the Mission (the "**Confidential Information**") shall be considered and treated by Contractor as confidential. Contractor agrees, for the duration of the Agreement and ten (10) years thereafter (i) not to disclose it to any third party, and (ii) to use it exclusively for the purposes of the Mission. All Confidential Information shall be destroyed after this period of time. However, this clause will not apply to information:
 - i) which is known to Contractor as evidenced by Contractor's written records before receipt thereof from Sanofi, or its Affiliates; or
 - ii) which is disclosed in good faith to Contractor after acceptance of the Agreement by a third person lawfully in possession of such information and not under an obligation of nondisclosure; or
 - iii) which is or becomes part of the public knowledge or is publicly disclosed through no fault of Contractor; or
 - iv) which Contractor is required to disclose as a result of laws, rules or other legal process, provided that Contractor will promptly notify Sanofi thereof.
6. **Early Termination.** Sanofi can terminate the Agreement or suspend temporarily the performance of the Agreement, at any time and for any reason. In such case, Sanofi shall inform Contractor by registered mail with return receipt requested, whereupon this Agreement shall be terminated or suspended. In such case, Sanofi shall pay to Contractor the prorated amount corresponding to the Mission performed up to the date of termination as well as related pre-approved expenses. Similarly, Contractor shall promptly refund to Sanofi any overpayment received from Sanofi.
7. **Delay.** If, for any reason (except due to cancellation as set forth above), Contractor fails to achieve the Mission at the scheduled time, no fee shall be due or paid.
8. **Transparency.** In the interest of transparency relating to Sanofi's financial relationships with healthcare organizations, associations and institutions, and in accordance with the law, regulation and code of practice applicable to the pharmaceutical industry, Sanofi will collect, process and publicly disclose on Sanofi or its Affiliates' website, and/or, where applicable communicate to relevant authorities/institutions, the funding and/or any direct or indirect advantages and/or any related information or document associated with this Agreement. Contractor undertake to disclose whenever writing or speaking in public about the subject matter covered in this Agreement that Contractor are a consultant of "sanofi group of companies". Contractor shall also be transparent with the assignment in this Agreement in relevant situations as for example as assignments on behalf of authorities of expert bodies and include this in relevant declaration of challenge.
9. **Conflict of Interest.** Contractor warrants that this Agreement does not conflict with (i) Contractor's duties and obligations under any other agreement to which Contractor is a party or (ii) any law or Code of Ethics or policies applicable to Contractor and in particular those related to relationships between pharmaceutical industry and healthcare professionals. Where applicable, Contractor warrants that this Agreement does not and will not impair Contractor's judgment or induce Contractor to support in any way any Sanofi product(s) or to affect the results of clinical trials conducted by Sanofi, or any of its Affiliates in the various medical centers.
10. **Anti-bribery.** Contractor and Sanofi agree that the arrangements set out in this Agreement do not take effect and are not intended to take effect as an incentive or reward for a person's past, present or future willingness to prescribe, administer, recommend (including formal recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by Sanofi or as an incentive to grant an interview for any sales or marketing purposes. Contractor warrants, that it will comply with the requirements of all applicable anti-bribery regulations, codes and/or sanctions, both national and foreign, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention dated 17th December 1997 (the "**Anti-Bribery Laws**") and; therefore that it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Sanofi by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. Contractor will immediately notify Sanofi if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time. Contractor shall keep detailed and up to date books of the account and records of all acts and payments made by it in relation to this Agreement for a minimum period of seven (7) years and at Sanofi request make them available for inspection. Contractor will ensure that such books of account and records are sufficient to enable Sanofi to verify their compliance with this section of the Agreement.
11. **Data Privacy.** The Parties will process personal data collected in the course of the Agreement in accordance with applicable data protection laws. Contractor is informed and shall inform its employees that Sanofi will process any personal data received from Contractor, including, but not limited to, Contractor's employees' name, phone and email ("**Personal Data**"), solely for purposes linked to this Agreement in order to manage Sanofi's contractual relationship with Contractor and, where applicable, to fulfil legal, tax and/or compliance requirements, including, without limitation transparency requirements ("**Purposes**"). Sanofi may disclose such Personal Data to Affiliates and/or contractors ("**Recipients**") for the Purposes. Except as set forth herein, such Personal Data will be kept confidential. Personal Data may therefore be stored, processed or transferred for the Purposes to Recipients possibly located in third countries that do not necessarily ensure the data protection level of the EEA member countries. Sanofi shall take all appropriate measures to safeguard and prevent access to Personal Data. Sanofi stores and processes the Personal Data for a period reasonably determined by business necessity to meet the Purposes. Objection to the processing or request (i) to access or (ii) to rectify the Personal Data, or (iii) to obtain Personal Data in a structured and machine-readable format may be done by contacting the "**Data Privacy Officer**" at Sanofi's address. Filing Complaint about the processing is also possible before the local Data Protection Authority.
12. **Miscellaneous.** Contractor shall not assign or transfer all or part of this Agreement to any third party without the prior written consent of Sanofi. As independent contractor, Contractor will not be considered as a Sanofi agent, partner, or joint-venture nor as a participant in any programs, insurance or other benefits extended to employees of Sanofi or any of its Affiliates.
13. **Law & Jurisdiction.** The formation, existence, construction, performance, validity, interpretation and all other aspects of this Agreement shall be governed by the laws of Sweden without reference to its conflict of laws provisions. We shall try to solve by prior good faith negotiations any difficulties that may arise between us. Should we fail to reach an agreement, we agree to submit the dispute to the exclusive jurisdiction of the competent court of Stockholm, Sweden, notwithstanding plurality of defendants, summary proceedings or impleader.