

SCORECARD STEERING COMMITTEE AGREEMENT

This STEERING COMMITTEE AGREEMENT (this "Agreement") is entered into as of April __, 2021 (the "Effective Date") by and between GLOBAL PARENTS FOR ECZEMA RESEARCH, a California 501(c)(3) tax-exempt nonprofit corporation whose mission is to improve quality of life for children with atopic dermatitis through research, innovation and discovery ("GPER"), and Atopisk Eksem Forening, a registered charity or nonprofit corporation in DENMARK whose mission is to improve the quality of life of atopic dermatitis sufferers wherever possible, ("AEF").

BACKGROUND

- A. GPER is committed to addressing gaps in the provision of care for eczema and awareness about atopic dermatitis ("AD").
- B. AEF is willing to serve as an advisor and participant to GPER pursuant to the terms of this Agreement as requested by and coordinated by GPER.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Steering Committee Engagement, Responsibilities and Time Commitment.
 - (a) Engagement. GPER hereby engages AEF to participate as a member of the Global Eczema Scorecard Steering Committee 2021 (the "Steering Committee") to perform the Responsibilities described in Section 1(b) below with a Time Commitment as described in Section 1(c) below (the Responsibilities and Time Commitment are collectively referred to as the "Engagement").
 - (b) Responsibilities. AEF agrees to exercise reasonable effort in assisting GPER and other members of the Steering Committee (each, a "Member" and collectively, the "Members") with the following actions, as reasonably requested by GPER (collectively, the "Responsibilities"):
 - (i) develop measures and data strategies related to AD patient care satisfaction and provision of health care in Member countries;
 - (ii) if deemed necessary by the Steering Committee, develop new survey instruments to study knowledge gaps and assess satisfaction with respect to AD-related medical care across countries;
 - (iii) promote surveys in Member countries;
 - (iv) interpret findings and provide input and feedback on materials and reports related to the above;

- (v) participate in time-zone specific regional meetings as reasonably requested by GPER;
 - (vi) promote project outputs in collaboration with other Members; and
 - (vii) other matters and activities as may be reasonably requested by GPER.
- (c) Time Commitment. AEF agrees to a time commitment (the "Time Commitment") for participation in the Responsibilities up to a maximum of 40 hours on dates to be provided to AEF by GPER in advance, subject to change, as follows:
- (i) 2-4 virtual Zoom conference call(s) in May and June to discuss project focus, strategies and develop the core measure set (4-10 hours with meeting preparation and follow up items);
 - (ii) input and feedback via email on measure selection, data collection strategies and joint publications (up to 20 hours);
 - (iii) group discussion with other Members of the Steering Committee, as needed (1-2 hours); and
 - (iv) promotion of surveys and publications within AEF's country (2-3 hours).
2. Fee. In exchange for the Engagement (including the Responsibilities and the Time Commitment), GPER agrees to pay AEF a total amount equal to \$4,000.00 USD (the "Fee"). AEF shall submit an invoice to GPER for the Fee no later than thirty (30) days after completion of the Engagement as determined by GPER. Payment of the Fee to AEF shall be made by GPER within sixty (60) days after the receipt of the invoice.
3. Confidentiality. GPER and AEF agree to protect confidential and sensitive information, if any, that may be shared in the performance of the Engagement from loss, and unauthorized access, use, modification, disclosure or destruction. Both parties agree to use such protected information, including without limitation, any information that may be of a personal and sensitive nature, pursuant to all applicable laws. Neither the GPER nor AEF shall use, discuss or disclose any of such protected information outside of the performance of the Engagement without prior written approval of the other party. GPER and AEF further agree to maintain the confidentiality of all protected health information.
4. Public Announcements; Non-Disparagement. The parties agree to adhere to any standards set by GPER or the Steering Committee with respect to public announcements relating to GPER or the Steering Committee and its work. In addition, each party agrees to not make any public announcements, statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which may disparage the other party or any of its officers, directors or other personnel.
5. Term and Termination.

- (a) Term. The term of this Agreement shall commence as of the Effective Date and shall automatically terminate on completion of the Engagement as determined by GPER ("Term").
 - (b) Termination. Either party shall have the right to terminate the Agreement at any time without cause on thirty (30) days prior written notice. Either party may terminate this Agreement for cause upon five (5) days prior written notice specifying the reason for termination; provided that the breaching party shall have the opportunity to cure the breach to the satisfaction of the non-breaching party during the 5-day notice period.
 - (c) Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligations under this Agreement, except that any liabilities accrued through the date of termination and Section 3 shall survive termination.
- 6. Insurance. In performing the Engagement, AEF acknowledges that it has adequate and customary general liability insurance coverage and waives any right to make any insurance claim against GPER with respect to any losses or claims that AEF may incur in the performance of the Engagement.
- 7. Mutual Indemnification. GPER agrees to indemnify and hold harmless AEF for and from any claims, damages, causes of action, expenses or any other proceeding of any type or kind that is made against AEF where such claim, damages, cause of action, expenses or other proceeding arises from the conduct, act, omission, or commission by GPER. AEF agrees to indemnify and hold harmless GPER for and from any claims, damages, causes of action, expenses, or any other proceeding of any type or kind that is made against GPER where such claim, damages, cause of action, expenses or other proceeding arises from the conduct, act, omission, or commission by AEF.
- 8. No Partnership. This Agreement does not result in any partnership, joint venture, or guarantor relationship between the parties. Neither party accepts any responsibility for the other party's programs, nor any liability associated with the other party's program, participants or organization. Neither party shall be liable for any recourse sought by or against the other party, its programs or participants.
- 9. Compliance.
 - (a) Payments. The parties agree that they and, where relevant, their directors, officers, employees, agents or sub-contractors shall not, directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any government official, healthcare professional or person affiliated with a healthcare organization to obtain or retain business or secure improper advantage to GPER. The parties hereby acknowledge that they and, where relevant, their directors, officers, employees, agents or sub-contractors have not made prior to the Effective Date of this Agreement any payment, authorization, promise or give of the sort described in this Section 9(a).
 - (b) Anti-Bribery Laws. GPER and AEF warrant, represent and undertake that GPER and AEF will comply with the requirements of all applicable anti-bribery legislation both national and foreign, including but not limited to, the US Foreign Corrupt Practices Act and the UK Bribery Act.

- (c) Notification. GPER and/or AEF will immediately notify GPER if, at any time during the Term of this Agreement, GPER and/or AEF's circumstances, knowledge or awareness changes such that they would not be able to repeat the warranties set out above at the relevant time.
 - (d) Local Reporting Requirements. With respect to the Fee, GPER and AEF agree to comply with any local laws, regulations or requirements in their respective jurisdictions relating to the disclosure or reporting of funds received by or paid by a charitable or nonprofit organization.
10. Joint Publications. GPER and AEF agree to exercise reasonable efforts to jointly develop published materials regarding the results of the Engagement. To the extent the Engagement results in any published work or materials, GPER and AEF agree to share publication credit between them with respect to such work or materials.
 11. Use of Names and Materials. AEF agrees that it will not, without the prior written approval of GPER, use the Steering Committee name, the GPER name, any related project name or any materials generated by GPER, the Steering Committee or the Engagement for any purpose other than as agreed in advance by GPER and the Steering Committee.
 12. Notices. Each party will appoint a person to serve as the official contact and coordinate the activities of such organization in carrying out this Agreement. The name and contact information for the person to serve as point of contact for each party is set forth below the parties' signatures below. Any notice required or permitted under this Agreement shall be in writing delivered by email, express mail, express delivery service or personal delivery and shall be addressed to the party at the address indicated below or at such other address as the addressee shall have last furnished in writing to the addressor and shall be effective upon receipt by the addressee.
 13. No Assignment. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
 14. Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict or choice of law provisions thereof. In performing the Engagement, GPER and AEF shall comply with all applicable laws, rules and regulations of any government or governmental body.
 15. Severability. If any part of this Agreement shall be held unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect and the unenforceable provision shall be construed by the court in such a manner as to be held enforceable while giving maximum effect to the intended meaning.
 16. Entire Agreement. This Agreement represents the entire and integrated agreement between GPER and AEF with respect to the subject matter hereof and supersedes and terminates all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
 17. Counterparts. The parties agree that this Agreement may be duly executed and delivered (i) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement; and (ii) by facsimile or electronically in PDF

format. The parties agree that facsimile or PDF copies of signatures shall have the same effect as original signatures, and this Agreement shall be deemed fully executed and delivered, regardless of whether manually signed copies are exchanged.


15. Representations, Warranties and Covenants.

- (a) AEF and GPER, as applicable, each represent and warrant: (i) that there is a legitimate need for the Engagement rendered; (ii) AEF has the competence, knowledge, and expertise to perform the Engagement; (iii) AEF's participation is reasonably related to the Engagement; (iv) AEF's decision to enter into the Engagement is not unduly influenced by GPER or an agent of GPER.
- (b) GPER and AEF each covenant to maintain records documenting the Engagement in an appropriate manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

GLOAL PARENTS FOR ECZEMA
RESEARCH


By: 

Name: Korey Capozza

Title: Executive Director

Global Parents for Eczema Research
735 State Street St 212
Santa Barbara, California
93101
Attention: Korey Capozza
Email: [_____]

Read and Acknowledged:


Korey Capozza

21 April 2021

By: ATOPISK EKSEM FORENING

Name: Anne Sofie Vastrup

Title: CHAIR PERSON

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