



## **GRANT AGREEMENT**

This Grant Agreement ("**Agreement**") is entered into as of August 30<sup>th</sup> 2023 ("**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 Hudsagen (CVR no. 81935319) in collaboration with Advice A/S (CVR no. 20212209), an organization and a company, respectively, incorporated under the laws of Denmark, located at Blekinge Boulevard 2, DK-2630 Taastrup and Gammel Kongevej 3E, DK-1610 Copenhagen V (collectively referred to as "**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, Hudsagen, an alliance for chronic skin diseases consisting of patient advocacy groups and health care organizations, has entered into agreement with Rud Pedersen Public Affairs to assist them with execution of the grant activity;

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 considers 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 independently 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 because 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



suggesting, 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 evidence (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**

**Hudsagen**

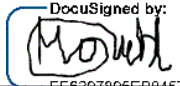
Date and Signature 1 –Contract Owner

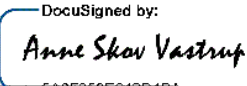
Name: Morten Juhl

Name: Anne Vastrup

Title: Marketing Manager

Title: Board member

Date and Signature:    
 04-Sep-23 | 8:15:35 AM GMT

Date and Signature:    
 06-Sep-23 | 2:11:09 PM MDT

Date and Signature 2 –Business Approver

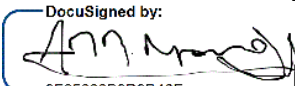
Advice

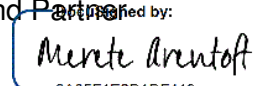
Name: Ann-Marie Olsson

Name: Merete Arentoft

Title: Country C&E Head

Title: Executive Director and Partner

Date and Signature:    
 06-Sep-23 | 6:53:30 AM GMT

Date and Signature:    
 14-Sep-23 | 11:08:35 AM PDT



## **EXHIBIT A**

### **GRANT AMOUNT & GRANT ACTIVITY**

Grant Amount: **110.000 DKK**, excluding VAT.

#### Grant Activity:

HudSagen wants to continue its activities in 2023 to put chronic skin diseases on the agenda. This is done in collaboration with Advice and includes, among other things, development of concrete political recommendations, PA efforts at regional level as well as efforts towards the structural commission. Furthermore, the focus is on contributing to the public conversation in the form of debate posts and mobilizing patients in the "Fairly honest" campaign.

In addition, HudSagen wants to strengthen transparency and good governance by preparing a governance document based on ENLI's patient association code.

***Advice will organize the above activities on behalf of Hudsagen, and the invoice for the grant amount will be sent from Advice.***

Evidence must be provided to Novartis upon completion of the Grant Activity. The evidence should in the form of:

- A report on/summary of the "Fairly honest (hudløst ærlig)" campaign
- Finalized budget.

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) as specified in the Purchase Order received by Grant Recipient at the following email address: ***merete.a@adviceagency.com***

## EXHIBIT B

### GRANT REQUEST LETTER



AbbVie, Bristol Myers Squibb, Eli Lilly, LEO Pharma, Novartis, Pfizer og Sanofi

Kokkedal, den 18. maj 2023

#### **Anmodning om støtte til HudSagens aktiviteter i 2023: 770 t.kr. inkl. moms**

Patientforeningerne "Atopisk Eksem Forening", "Patientforeningen HS Danmark" og "Psoriasisforeningen" står bag alliancen "HudSagen" sammen med sundhedsfaglige eksperter. Alliancens ambition er at inkludere og samarbejde med relevante aktører og eksperter på området og belyse alvorligheden af kroniske hudsygdomme.

HudSagen ønsker i 2023 at fortsætte sine aktiviteter for at sætte kroniske hudsygdomme på dagsordenen. Dette gøres i samarbejde med Advice og omfatter bla. udvikling af konkrete politiske anbefalinger, PA-indsats på regionalt niveau samt indsats overfor strukturkommissionen. Endvidere fokuseres der på bidrag til den offentlige samtale i form af debatindlæg og mobilisering af patienter i kampagnen "Hudløst ærlig".

Derudover ønsker HudSagen at skærpe transparens og god governance ved udarbejdelse af governance dokument med afsæt i ENL's patientforeningskodeks.

Vedhæftet er tilbud fra Advice på udarbejdelse af ovenstående i to forskellige modeller. Vi anmoder om støtte, så vi kan tage imod Advices tilbud om den lille pakke til i alt 599.700 kr. ekskl. moms.

HudSagen aktiviteter, lille pakke, jf. tilbud fra Advice	599.700
Projektledelse	16.300
I alt før moms	616.000
Moms	154.000
<b>Beløb inkl. moms</b>	<b>770.000</b>

I forventning om, at både AbbVie, Bristol Myers Squibb, Eli Lilly, LEO Pharma, Novartis, Pfizer og Sanofi vil bakke op, anmoder vi hvert selskab om støtte på 110.000 kr. inkl. moms.

På forhånd mange tak for opbakningen til HudSagens arbejde, og vores gode samarbejde.

#### **Mange hilsner fra HudSagen**

*Bente Villumsen (Patientforeningen HS Danmark)*

*Lars Werner (Psoriasisforeningen)*

*Anne Skov Vastrup (Atopisk Eksem Forening)*

Handicaporganisationernes Hus | Blekinge Boulevard 2 | DK-2630 Taastrup  
[info@hudsagen.dk](mailto:info@hudsagen.dk) | [www.hudsagen.dk](http://www.hudsagen.dk)