



Sponsorship agreement

This sponsorship agreement (the "**Agreement**") is effective as of the last date of signature between the Parties (the "**Effective Date**") and is entered into by and between:

Celgene ApS, a company duly organized under the laws of Denmark, having its registered offices at Kristianiagade 8, 3., DK-2100 Copenhagen Ø, Denmark ("**Celgene**") (together with its Affiliates hereinafter collectively referred to as "**Celgene Group**")

AND

Scleroseforening, having its address at Poul Bundgaards Vej 1 St, Valby (the "**Organizer**")

(each a "**Party**" and together the "**Parties**")

WHEREAS, Organizer is a non-profit organization and wishes to organize the Cykelnerven event (the "**Event**") to take place on June from 15th to 21st, 2020 in France and has requested funding support;

WHEREAS, the request letter from the Organizer and/or the public announcement of the Event is attached as Appendix A to this Agreement;

WHEREAS, Celgene is willing to provide funding support as a sponsor of the Event;

THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Celgene will sponsor the Event by providing the amounts specified below:
 - Celgene sponsor 2 x Sponsor Package n° 3: 2*15 000 = 30 000 DKK

The total Sponsorship under this Agreement shall not exceed the amount of Thirty thousand Danish Kroner (DKK 30,000.00), VAT excluded (the "**Sponsorship**"), to the Organizer, within 30 days upon receipt of an invoice or request for payment.

2. Organizer shall be responsible for any tax obligations associated with its receipt of the funding support.
3. In return for the sponsorship of the Event, Celgene will receive the sponsorship benefits as described in Appendix B attached to this Agreement equivalent to sponsor package 3 of the Appendix A.
4. The Sponsorship is provided wholly without obligation to use or recommend any products of the Celgene Group and is not conditioned in any way on any pre-existing or future business relationship between Organizer and Celgene Group, or any business or other decisions Organizer has made or may make in the future relating to Celgene Group.
5. Organizer warrants that:
 - (i) It shall organize the Event in a professional, reliable and efficient manner, and in accordance with all applicable laws and regulations;
 - (ii) The entire amount of the funding support provided by Celgene pursuant to this Agreement shall be used solely for the organization and conduct of the Event in accordance with this Agreement, and not for any other purposes;
 - (iii) The amount is commensurate with the activities to be performed and/or the materials to be developed, if any;
 - (iv) The amount of funding support requested from Celgene is equal to the amount Organizer would request from of any other 3rd party sponsoring company for the same sponsorship benefits as described in Appendix B to this Agreement; and
 - (v) It has all necessary licenses and approvals to enter into this Agreement, to receive the funding support and to organize and conduct the Event. Organizer shall notify Celgene in writing if any such licenses and approvals are not obtained, are withdrawn or suspended; and
 - (vi) It shall notify the receipt of the funding support to such authorities as required by the applicable law and/or regulations.
6. Unless otherwise expressly agreed in writing by both Parties, this Agreement will expire upon completion of the Event, or upon prior termination of this Agreement by either Party, save for the terms and conditions expressly or by implication intended to survive expiration of this Agreement.
7. Celgene may immediately terminate this Agreement if (i) the approvals pursuant to section 5, (v) are withdrawn or suspended; or (ii) if the Organizer fails to use the Sponsorship exclusively for the Project in the sense of section 5, (ii), or (iii) in case of a breach of the anti-bribery obligations pursuant to this Agreement. In such cases Organizer shall refund Celgene the full amount of the Sponsorship, including any statutory interests if applicable.



8. Celgene shall have no influence or control over the organization or conduct of the Event provided however, to the extent permissible under the applicable law, Celgene may provide comments or suggestions when requested by Organizer in writing.
9. In case the Event is cancelled, either in part or in full, or indefinitely postponed, Organizer shall refund Celgene the full Sponsorship, including any statutory interests if applicable, In case the Event is cancelled, either in part or in full, or indefinitely postponed, for reasons of force majeure, Organizer shall refund Celgene that portion of the Sponsorship that has not been spent by Organizer on the conduct of the Event prior to the date of cancellation or postponement.
10. Organizer shall appropriately acknowledge the funding support provided by Celgene either in Event materials or public statements by Organizer at the beginning of the supported Event.

11. **Anti-Bribery compliance:**

Organizer represents and warrants that it shall comply with all applicable laws regulations and codes relating to anti-bribery and anti-corruption (the "**Anti-Bribery Laws**"), including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. Organizer is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws in order to:

- (i) win or retain business for Celgene;
- (ii) improperly influence an act or decision that will benefit Celgene;
- (iii) gain an improper advantage for Celgene.

Organizer undertakes to keep accurate and transparent records to reflect transactions and payments. Should Organizer breach or have any reason to believe that it might have breached this section, it shall inform Celgene immediately, in writing, and cooperate with Celgene to investigate and document the facts.

12. **Data privacy**

- 12.1 The Parties will process all personal data obtained during the course of the Services in accordance with the applicable data protection laws.
- 12.2 Celgene will process any personal data received from the Organizer in accordance with its HCP Privacy Notice available under: www.celgene.com/celgene-privacy-policy/health-care-professionals-privacy-notice/ and this Agreement. Organizer warrants that it shall inform or obtain the prior written consent of each individual, as required by applicable law, for the disclosure of their respective personal data to Celgene and processing in accordance with this clause. The Parties understand that Celgene will not have any further information/consent obligations towards the Institution's personnel.
- 12.3 If the Organizer, when providing the Services, has access to personal data belonging to Celgene or equipment containing personal data, Organizer must (i) keep the data confidential, (ii) comply with any instructions given by Celgene for the processing of personal data, (iii) adopt all technical and security measures needed to avoid unauthorized access to said data, and (iv) at the termination of the Services, destroy or return to Celgene any personal data in its possession. In addition, Organizer will promptly and in any case no later than twenty-four (24) hours report to Celgene (i) any potential or actual personal data breach and provide all relevant information and (ii) any notification from an authority to Institution of an inspection or an audit to start, if this affects the personal data belonging to Celgene.

13. **Transparency disclosure**

The European Federation of Pharmaceutical Industries and Associations (EFPIA) has agreed upon a code that requires publicly disclosing transfers of value from pharmaceutical manufacturers to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs). This requirement has been implemented into the corresponding national codes (the "**Transparency Codes**"). Transfers of value include payments for services, donations in cash or in kind, reimbursement of expenses and sponsorships made to HCPs and HCOs.

Organizer acknowledges that under applicable Transparency Codes, Celgene is obliged to document and publicly disclose information about the payments and other transfers of value provided to Organizer, under this Agreement, by Celgene or by a third party on behalf of Celgene.

By signing this Agreement, Organizer agrees that Celgene and its affiliates may:

- (i) Make public disclosures of such information in accordance with the Transparency Codes and applicable laws. Such disclosures may be made using any media (paper or electronic), web-site or platform, including an industry



association's electronic platform. The information to be published will clearly identify Organizer and the types of transfers of value Organizer received from Celgene.

- (ii) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to the Transparency Codes and applicable law.
- (iii) Disclose such information to Celgene's affiliates and to any third party providing services to Celgene, for the purpose of storage, use and public disclosure and to comply with the Transparency Codes.

Organizer may contact Celgene at any time to correct any mistakes.

- 14. The Parties shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is due to circumstances reasonably beyond either Party's control, including but not limited to labour disturbances accidents, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- 15. During the term of this Agreement and for a period of 10 years thereafter, Organizer shall not disclose or use Confidential Information except as permitted in this Agreement or in writing by Celgene. "**Confidential Information**" shall include all information concerning Celgene and the Agreement, including without limitation, data, know-how and other information disclosed to Organizer by or on behalf of Celgene. Upon the earlier of the expiry or termination of the Agreement, Organizer shall return to Celgene all Confidential Information, as requested by Celgene.
- 16. This Agreement will be governed by the laws of Denmark. The Parties hereby consent to the exclusive jurisdiction of the competent courts of Copenhagen, Denmark for the resolution of any disputes arising under this Agreement.
- 17. Organizer shall maintain all relevant records concerning performance of this Agreement. Such records are subject to examination and audit (by Celgene's Group or a designated third party) until three (3) years following the termination of the Agreement for whatsoever reason.
- 18. A failure of a Party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision.
- 19. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which is not to be unreasonably withheld.
- 20. This Agreement may be executed in duplicate original counterparts. Signatures to this Agreement transmitted by facsimile or captured via portable document format (pdf), shall have the same effect as the physical delivery of the paper document bearing original signatures of the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned are duly authorized to sign this Agreement on behalf of the Parties.

Celgene ApS

Scleroseforening

Signature: _____

Signature: 

Name: _____

Name: KLAS Høyer

Title: _____

Title: CEO

Date: _____

Date: 27.02.2020

APPENDIX A

Request letter from Organizer or public announcement of the Event



SPONSORKONCEPT

KONTAKT
SCLEROSEFORENINGEN
TELEFON: 36 46 36 46
E-MAIL: CYKELNERVEN@SCLEROSEFORENINGEN.DK
WWW.CYKELNERVEN.DK

CYKEL NERVEN

CYKELNERVENS SPONSORKONCEPT

- DE 7 VIGTIGSTE GRUNDE TIL HVORFOR DIN VIRKSOMHED SKAL VÆRE SPONSOR

- Din virksomhed får stor synlighed ved logoplacering på Cykelnerven
- Scleroseforeningen fortæller vidt og bredt om vores sponsorer i såvel egne som eksterne medier
- Bred pressedækning med stor bevågenhed
- Stor dækning på de sociale medier
- Du bliver en del af et stærkt brand med værdier som: troværdighed, målrettedhed, kvalitet og ekspertise
- Vi sender løbende pressekit, fotos og film, som frit kan anvendes som I ønsker
- Din virksomhed tager et stort og vigtigt ansvar i at støtte forskning i sclerose - en uhelelig sygdom, som rammer flere og flere.

Finder du ikke den sponsorpakke, som passer din virksomhed bedst, vil vi meget gerne skræddersy lige netop den sponsorpakke, som giver bedst mening for jer. Vi hjælper også meget gerne med ideer til hele aktiveringen af sponsoratet.

KAMPEN MOD SCLEROSE

- EN HOLDINDSATS!

Cykelnerven er Danmarks hårdeste velgørenheds-vent, og den ultimative sportslige udfordring på to hjul. Hver sommer forud for Tour de France cykler Cykelnervens deltagere de afgørende etaper i årets Tour de France.

Vi har valgt de udfordrende etaper over flere af de legendariske, franske bjergtoppe, fordi kampen mod sclerose også er lang og op ad bakke. Og det er en kamp, som Scleroseforeningen ikke kan vinde alene.

Ved at tage udfordringen op og samle penge ind til forskning i sclerose, giver hver deltager på Cykelnerven og alle sponsorer Scleroseforeningen en uvurderlig håndsrækning på vejen mod vores helt store mål: At kunne bære sclerosen i sænk én gang for alle. Indtil da arbejder Scleroseforeningen for at forbedre tilværelsen for de ca. 16.000 danskere og deres familier, der kæmper med sygdommen hver dag.

Et fåtål af mennesker med sclerose kan fortsætte livet uden de store komplikationer. Mange må se passivt til, mens deres drømme for fremtiden brister én efter én.

Det er DEM, vi kæmper for i de franske bjerge





SPONSORPAKKE 1 - LOGO PÅ BUKSERNE

PRIS FRA 25.000 KR. EKSKL. MOMS

Boost din virksomheds synlighed og få den bedste logoplacering på Cykelnervens cykeltøj. Med jeres logo på årets cykelbukser får I den maksimale promovering og det største logo på det lokale holds cykelbukser. Det giver tydelig eksponering på billeder og videomateriale fra træning, motionsløb og turen i Frankrig. I får også fem cykeltrøjer med jeres logo på til eget forbrug.

Logo på et af lårene: Pris: 25.000 kr. ekskl. moms (Se billedet til venstre).

Logo bag på cykelbukserne: Er vores hovedsponsor Hempel.

Foruden den attraktive logoplacering får I også:

- 5 stk. cykeltrøjer til eget brug (l/m, 2/l, 2/xl) med hovedsponsorerne + virksomhedens eget logo. Trøjerne kan I bruge som aktivering af sponsoratet i f.eks. Facebook-konkurrencer, salgskonkurrencer m.v. (Trøjerne bliver leveret i starten af juni 2019 sammen med en beskrivelse af, hvordan de kan være med til at gøre virksomhedens sponsorat synligt. Trøjer har alene en værdi af 3.000 kr.)
- Cykelnerven "Vi støtter Cykelnerven" logo til egen hjemmeside samt e-mail banner
- Virksomhedens logo på Cykelnervens hjemmeside
- Pressepakke med presstekst og fotos til brug i interne og eksterne medier. Vi tilbyder også plads i vores eget nyhedsbrev til virksomheds/personportrætter af interessante erhvervs personer fra jeres virksomhed.





SPONSORPAKKE 2

PRIS 17.500 KR. EKSKL. MOMS

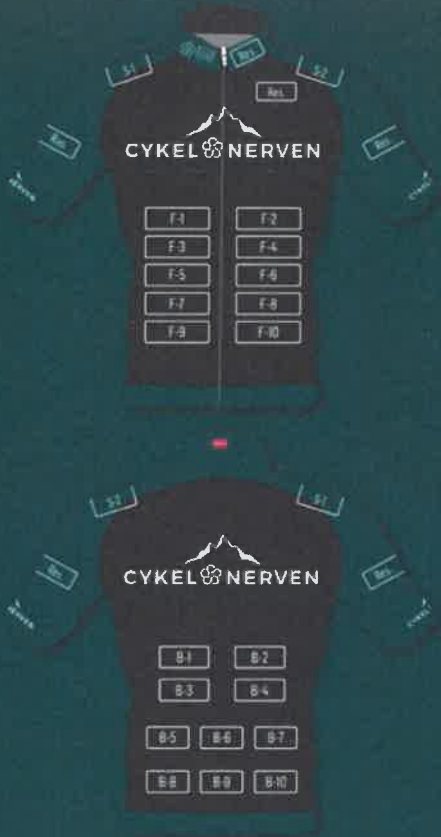
Få synlighed og giv din virksomhed genkendelighed på det lokale holds cykeltrøjer
- Det kan I få samtidig med, at I får unikke virksomhedstrøjer kun med jeres virksomhedslogo på.

Logo på det lokale holds trøje: pris 17.500 kr. inkl. 5 trøjer til eget brug (Se placering-muligheder på billedet til venstre)

Foruden den attraktive logoplacering får I også:

- 5 stk. cykeltrøjer til eget brug (L/M, 2/L, 2/XL) med hovedsponsorerne + virksomhedens eget logo. Trøjerne kan I bruge som aktivering af sponsoratet i f.eks. Facebook-konkurrencer, salgskonkurrencer m.v. (Trøjerne bliver leveret i starten af juni 2019 sammen med en beskrivelse af, hvordan de kan være med til at gøre virksomhedens sponsorat synligt. Trøjer har alene en værdi af 3.000 kr.)
- Cykelnerven "Vi støtter Cykelnerven" logo til egen hjemmeside samt e-mail banner
- Virksomhedens logo på Cykelnervens hjemmeside
- Pressepakke med presstekst og fotos til brug i interne og eksterne medier. Vi tilbyder også plads i vores eget nyhedsbrev til virksomheds/personportrætter af interessante erhvervs personer fra jeres virksomhed.





SPONSORPAKKE 3

– LOGO PÅ HOLDETS TRØJE


PRIS 15.000 KR. EKSKL. MOMS

Logo på det lokale holds trøje: pris 15.000 kr. (se placeringmuligheder på billedet til venstre)

Få synlighed og giv din virksomhed genkendelighed på det lokale holds cykeltrøje.

Foruden den attraktive logoplacering får I også:

- Cykelnerven "Vi støtter Cykelnerven" logo til egen hjemmeside samt e-mail banner
- Virksomhedens logo på Cykelnervens hjemmeside
- Pressepakke med pressetekst og fotos til brug i interne og eksterne medier. Vi tilbyder også plads i vores eget nyhedsbrev til virksomheds/personportrætter af interessante erhvervs personer fra jeres virksomhed.





SPONSORPAKKE 4

– ØNSKER DIN VIRKSOMHED IKKE LOGOPLACERINGER,
MEN ØNSKER I BLOT AT STØTTE FORSKNING

MINIMUMS PRIS: 2.500 KR. EKSKL. MOMS

I sponsorpakke 4 får I:

- Cykelnerven "Vi støtter Cykelnerven" logo til egen hjemmeside samt e-mail banner
- Virksomhedens logo på Cykelnervens hjemmeside (www.cykelnerven.dk)
- Pressepakke med presstekst og fotos til brug i interne og eksterne medier



APPENDIX B

Sponsorship benefits

- Logo on the team shirt and in Cykelnerven website
- Celgene gets the cycling logo "Vi støtter Cykelnerven" on its website
- Press package for use in internal and external media.