



Contract ID #214464

Grant Contract

between

Biogen (Denmark) A/S
Stationsparken 37
2600 Glostrup
Denmark
Business reg no. 21 68 29 77

hereinafter **Biogen**

and

Scleroseforeningen
Poul Bundgaards Vej 1, st.
2500 Valby
Denmark
Business reg no. 10 36 78 16

hereinafter **Recipient**

Whereas

Biogen is a pharmaceutical company, commercializing pharmaceutical products, including products for the treatment of multiple sclerosis, within Denmark and may provide funding for scientific and/or educational activities (“Grant”) to organizations operating in Denmark and the Principality of Denmark;

The Recipient is Patient Association Group for MS patients in Denmark.

The Recipient has, in the form of a fully completed and signed Grant Application Form, formally requested a Grant from **Biogen**. The request has been carefully considered and approved by the Grant Committee of **Biogen**.

Therefore, both Parties hereby agree as follows

1. Program / Project

The Grant is awarded for awarded for a project to help children of MS patients better to understand their parents disease and make them feel they are not alone. The project includes a soft toy (MS Mascot) and a children text book.

A detailed description of the Program is attached hereto as Appendix A, as an integral part of this agreement (“Agreement”).

2. Grant



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The payment of the Grant, the total amount of **23.750 DKK**, to **the Recipient** will be made by **Biogen** to the bank account of **the Recipient** included in Appendix B of this Agreement and in accordance with the terms and conditions of this Agreement.

3. Use of funds/Audit rights

The **Recipient** shall use the Grant solely for the purposes of the Program described in Article 1 and Appendix A of this Agreement. Changes to the scope and date of the Program must be approved in writing by **Biogen** prior to the initiation of the Program. A reconciliation of the funds disbursed may be requested, and any unused funds may be requested to be returned, in accordance with Article 6 of this Agreement.

In addition the **Recipient** shall maintain records related to the Grant including but not limited to accounting records and documentation proving that the Program supported by the Grant was effected. The **Recipient** shall permit Biogen (by its authorized agents) or government authorities to inspect, audit such records for the purposes of the audit (i) to the extent necessary to adequately evaluate the use of the Grant by **the Recipient** under this Agreement or (ii) as required by governmental authorities or applicable laws, or (iii) as requested by **Biogen** for any other documentable business purpose related to this Agreement. The **Recipient** acknowledges that any audit documentation required by governmental authorities may need to be delivered on short notice to **Biogen** and **Recipient** will cooperate in a timely manner with any such audit request. The **Recipient** shall make appropriate representatives available to **Biogen** and its agents to discuss such records and to resolve any questions or issues relating thereto. In principle such audit requests will not require in site inspections unless required by governmental authorities or applicable laws or unless the nature of the request requires such in site inspection.

The **Recipient** may collect additional funds from third parties for the Program under the obligation that the collected funds will not be in excess of the anticipated total costs of the Program. The **Recipient** confirms that the Grant does not overlap with regular financing of its activities from any public institution or governmental authority, and with financial support received by other third parties. **The Recipient** furthermore acknowledges that the Grant will not be used to finance any research activities that involve **Biogen** products or medicinal products from other companies, nor any other Investigator Initiated/Sponsored Trials. The **Recipient** is aware that the Grant does not constitute a sponsorship, and thus, **Biogen** will not expect any value in return for the Grant. The **Recipient** warrants that the Grant shall not be used to finance any activities related to hospitality, travel, gifts or payments for educational event related costs (e.g. congress attendance).

4. Independence

Biogen shall have no control and no influence on the decisions of the **Recipient** regarding the Program. **Recipient** shall remain solely responsible for exercising full control over the use of the Grant.

Biogen's Grant is not intended for creating an obligation or inducement for **Recipient** to prescribe, promote, supply, administer, buy or sell any product that **Biogen** or any of its affiliates may manufacture or distribute now or in the future. **Recipient** will not give or offer any gift, benefit in kind or pecuniary advantage to any healthcare professional, government official or governmental body as an inducement to prescribe, supply, administer, recommend, buy or sell any of **Biogen's** products or to obtain any improper advantage in connection with any business venture or contract relating to **Biogen**.

5. Term and Termination



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The term of this Agreement shall commence on the day of its complete signature by both Parties and shall continue for a period of time as stipulated in Appendix B (Details of Bank Account; Terms, Details and Conditions of Payment), of this Agreement.

The Recipient will provide **Biogen** with a written report on the use of the Grant at the end of the Agreement term as stipulated in Appendix B. This report shall be of a high quality, adequate in format and of sufficient length/depth to allow **Biogen** to easily and fully understand the use of the Grant.

This Agreement may be immediately terminated at any time by either Party upon at least fourteen (14) days advance written notice to the other Party in the event the other Party materially breaches this Agreement. In such event, the non-breaching Party shall notify the Party in breach of such breach in writing.

In the event, that the applicable Swiss legislation, jurisdiction or a Government authority decision could render this Agreement or any transaction based upon it being found a violation of applicable law or would otherwise have a material adverse effect on one of the Parties if the Agreement would remain in effect, each Party shall have the right to terminate this Agreement and rescind from or not fulfill any of its obligations.

6. Effect of Termination

Notwithstanding any liability of the **Recipient** under applicable law in case of termination by **Biogen**, **Recipient** will refund to **Biogen** the amount of Grant received by **Biogen**, unless **Biogen** instructs **Recipient** to refund a smaller amount. If any portion of the Grant has not been expended or allocated in accordance with the Program at the time of termination or expiration, **the Recipient** shall consult with **Biogen** to determine **Biogen's** wishes for an alternative use of the remaining portion.

7. Collection of personal data, privacy

In the course of using **Biogen's** Grant under this Agreement **Recipient** shall comply with all applicable data protection laws with regard to any individual. In case the nature of the Program or **Biogen** requires that **Recipient** provides **Biogen**, its affiliates and/or business partners with personal data relating to any individual, **Recipient** shall limit such personal data only to information that is necessary to meet the relevant requirement and provide it to **Biogen**, its affiliates and/or business partners in compliance with all applicable data protection laws. **Recipient** shall also provide the respective data subjects with the information about processing of their personal data by **Biogen** and about all their related rights, contained in Biogen's data privacy notice within the Grant application form.

8. Disclosure

The **Recipient** declares having knowledge of and understands that as a member of the EFPIA (European Federation of Pharmaceutical Industries and Associations) ("EFPIA") **Biogen** must comply with the regulation and Codes of Conduct approved by the association, including the EFPIA Code on disclosure of transfers of value from pharmaceuticals companies to healthcare professionals and healthcare organisations ("EFPIA HCP/HCO DISCLOSURE CODE"). In this regard, it declares that it is aware of **Biogen's** obligation to publish annually, as of January 1, 2015, on its publicly accessible corporate website, the information regarding value transfers made by **Biogen** no later than March 31 of the year following the expenditure. This information includes disclosing, displaying and providing information regarding the amount or amounts provided as Grant pursuant to this Agreement. To this end, **Recipient** authorizes **Biogen** to publish information regarding this Agreement in the manner prescribed by the EFPIA HCP/HCO DISCLOSURE CODE and applicable laws and regulations, accompanied by a detailed description of the



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economic and non-economic benefits received by the **Recipient** under this Agreement. This information must remain accessible to the public for at least three (3) years after its disclosure.

9. Miscellaneous

This Agreement including the appendices attached hereto as integral parts of this Agreement constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral, written and other Agreements between the Parties.

The rights and obligations of the Parties hereunder shall inure to the benefit of, and shall be binding upon their respective successors and assigns. This Agreement may not be assigned by the **Recipient** without the prior written consent of **Biogen**. This Agreement may only be amended in writing, duly signed by the Parties hereto.

In the event any part of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in force and effect. If any of the terms or conditions of this Agreement are in conflict with any applicable laws or rules for professional conduct, then such terms or conditions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform to such laws or rules.

This Agreement shall be construed in accordance with the laws of Denmark. Any dispute shall be resolved by the Ordinary Courts of Copenhagen.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Either Party hereto may execute and deliver a counterpart of this Agreement by delivering by facsimile or other electronic transmission a signature page of this Agreement signed by such Party, and any such facsimile or other electronic signature shall be treated in all respect as having the same effect as an original signature.



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Biogen (Denmark) A/S

By: _____ DocuSigned by: _____

Janne Harder

Printed name of authorized signatory

Signer Name: Janne Harder
Signing Reason: I have reviewed and I approve this document
Signing Time: 13-Oct-2019 | 09:40:25 EDT

Printed name of authorized signatory

Job title: _____

9AFA338D55AD4E90A11F9834300B84E3
Managing Director

Place & Date: _____

13-Oct-2019 | 09:40:37 EDT

Scleroseforeningen

By: _____ DocuSigned by: _____

Klaus Høm

Printed name of authorized signatory

Signer Name: Klaus Høm
Signing Reason: Jeg godkender dette dokument
Signing Time: 11-Oct-2019 | 04:25:14 PDT

Printed name of authorized signatory

Job title: _____

8A5C76EAC64C46D49A485F46F6B1E0DF

Place & Date: _____

11-Oct-2019 | 04:25:24 PDT

By: _____

Printed name of authorized signatory

Printed name of authorized signatory

Job title: _____

Place & Date: _____

List of Appendices:

Appendix A : Detailed Description of the Program

Appendix B : Details of Bank Account; Terms, Details and Conditions of Payment



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Appendix A:

Detailed Description of the Program

1. Name and detailed description of the Program (activity, project, equipment), which the Grant supports: Project to help Children of MS Patients better to understand their parent's disease and make them feel they are not alone by sponsoring a soft toy (MS Mascot) which will be delivered together with a children book. This grant will support the purchase of additional MS Mascots, which will be delivered to the children along with a textbook that Scleroseforeningen already holds.
2. Name(s) of the Organization/department etc., which handles the Program: Scleroseforeningen
3. Name(s) of person(s) at the Organization, which is responsible for the Program: Hans Tiedemann
4. Name(s) of person(s) responsible for the account at the Organization, which the Grant is transferred to: Hans Tiedemann
5. Name of the person with competence at the Organization, who has approved that the Organization can receive the Grant: Klaus Høm
6. Type of activity, project, equipment which the Grant is granted to: Purchase of 500 MS Mascots
7. The purpose of the Program which the Grant is given: Support Children of parents with the MS disease
8. The term of this agreement shall commence on the day of its complete signature by both parties and ends: 1st of January 2020
9. Size of financial Grant: **DKK 23.750**



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Appendix B:

Recipient will send forward an invoice to Biogen with the following **PO number: 606261**