



## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (“**Agreement**”) is entered into as of 30.09.2019 (“**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 Scleroseforeningen, an organization incorporated under the laws of Denmark, located at Poul Bundgaards Vej 1, DK-2500 Valby (“**Sponsorship Recipient**”). Novartis and Sponsorship Recipient may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Sponsorship Recipient has specifically requested Novartis’ financial contribution in order to support the Sponsorship Activity (as defined in Exhibit A), through a Sponsorship Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Sponsorship Request Letter mentioned above, Novartis wishes to support the Sponsorship Activity with the Sponsorship Amount (as defined in Exhibit A);

WHEREAS, Novartis will receive a tangible benefit in connection with the sponsorship (as defined in Exhibit A); and

WHEREAS, Sponsorship Recipient accepts the Sponsorship 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. SPONSORSHIP BY NOVARTIS**

- 1.1 **Sponsorship.** Novartis will provide the Sponsorship Amount as set forth in Exhibit A solely to support Sponsorship Recipient in performing the Sponsorship Activity as set forth in Exhibit A.
- 1.2 **Tangible benefit.** Novartis will receive a tangible benefit as set forth in Exhibit A.
- 1.3 **Statement of Purpose.** The Sponsorship Activity is for scientific and/or educational purposes only and will not promote Novartis’ products, directly or indirectly. The sponsorship 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 sponsorship Amount is based upon a budget provided to Novartis by sponsorship Recipient reflecting a good faith estimate of the actual cost of the sponsorship Activity. The sponsorship Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and sponsorship Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 1.4
- 1.5 **Novartis Responsibility.** Sponsorship Recipient agrees that Novartis’ responsibility is solely to provide the Sponsorship Amount and to receive the tangible benefit. Novartis will not be liable to Sponsorship Recipient or to any other person for the Sponsorship Activity or the use of the Sponsorship Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require



Sponsorship Recipient to return the Sponsorship Amount and take other corrective action if Sponsorship Recipient breaches this Agreement.

## **2. OBLIGATIONS OF SPONSORSHIP RECIPIENT**

### **2.1 Use of Sponsorship Amount.**

- (a) Sponsorship Recipient shall use the Sponsorship Amount solely for the Sponsorship Activity and shall not use the Sponsorship Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Sponsorship Recipient undertakes to independently contact Novartis in the event any part of the Sponsorship Amount has not been used for the Sponsorship Activity so that such amount can be refunded to Novartis without undue delay.
- (b) Sponsorship 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 Sponsorship Activity. Sponsorship Recipient warrants that the Sponsorship Activity is compliant with all such requirements.
- (c) Sponsorship Recipient is solely responsible for the manner in which the Sponsorship Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Sponsorship Activity and the use of the Sponsorship Amount. Any claims for payment from third parties involved in the Sponsorship Activity are the sole responsibility of Sponsorship Recipient and Novartis will not fund any additional amounts for the Sponsorship Activity.

### **2.2 Objectivity & Balance.**

- (a) The Sponsorship Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Sponsorship 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 Sponsorship Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Sponsorship Recipient will ensure that any titles or overview information relating to the Sponsorship Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Sponsorship Recipient is responsible for selection of presenters, moderators and collaborators for the Sponsorship Activity. Novartis will not control the planning, content, speaker selection or execution of any Sponsorship Activity. If Novartis suggests presenters, moderators or collaborators, Sponsorship Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

### **2.3 Disclosure of Financial Relationships.**



- (a) Sponsorship Recipient will: (i) disclose, to all audiences and in all publications relating to the Sponsorship Activity, that Novartis has provided a Sponsorship to support the Sponsorship Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Sponsorship Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Sponsorship 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 Sponsorship Recipient, including, without limitation, the Sponsorship Recipient's identity, the Sponsorship Amount and purpose of the support.

2.4 **Ancillary Activities.**

- (a) If the Sponsorship Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Sponsorship 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 Sponsorship Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Sponsorship Activity is at the sole discretion of Sponsorship Recipient. Meals and/or receptions, if any, will be modest and conducive to the Sponsorship 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 Sponsorship Activity, Sponsorship 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 Sponsorship Amount not incurred in the implementation of the Sponsorship Activity. In addition, Sponsorship Recipient will retain appropriate records of the Sponsorship Activity and the use of the Sponsorship Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Sponsorship 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**

Date and Signature 1 – Contract Owner

Name: Susanne Thorsdal

Title: Field Brand Manager

City: Copenhagen S

Date: 04-Oct-2019 | 6:46:24 PM IST

Signature: DocuSigned by:  
Susanne Thorsdal  
A95A27496D9948E...

**Scleroseforeningen**

Name: Hans Tiedemann

Title: Projektleder

City: valby

Date: 20-Oct-2019 | 11:52:07 PM PDT

Signature: DocuSigned by:  
Hans Tiedemann  
0ECCDF58422B43F...

Date and Signature 2 – Business Approver

Name: Mads Thomsen

Title: Franchise Head

City: Copenhagen S

Date: 04-Oct-2019 | 5:26:05 PM IST

Signature: DocuSigned by:  
Mads Thomsen  
1797D74A2445448...

Name: Klaus Høm

Title: Direktør

City: valby

Date: 07-Oct-2019 | 1:15:33 AM PDT

Signature: DocuSigned by:  
Klaus Høm  
1211729E079C479...



**EXHIBIT A**

**SPONSORSHIP AMOUNT & SPONSORSHIP ACTIVITY**

Sponsorship Amount: **DKK 274.200** DKK

Sponsorship Activity: Sponsorship Activity: **Scleroseforeningen – 36 MS træningsvideoer for patients with MS.**

The sponsorship 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)

Budget:

**Budget:**

Aktiviteter	Udgifter
<b>Indledende fase</b>	<b>32.000 kr.</b>
<i>Kvalitetssikring og kortlægning</i>	
• Projektleder (90 timer)	31.500 kr.
• Mødeforplejning	500 kr.
<b>Planlægningsfase</b>	<b>35.000 kr.</b>
<i>Udvælge træningsøvelser, udarbejde grafiske storyboards og forberede og klargøre til optagelse</i>	
• Projektleder (100 timer)	35.000 kr.
<i>Indhente endeligt tilbud fra produktionsselskab</i>	
<b>Udførelsesfase</b>	<b>207.200 kr.</b>
<i>Produktion af videoer</i>	
• <i>Filmning og redigering (ekstern og ex moms)</i>	<i>185.000 kr. (inkl. moms)</i>
(Præproduktion 8.000 kr. ex moms)	
(Projektledelse 25.000 kr. ex moms)	
(Instruktion 25.000 kr. ex moms)	
(3 optagedage 60.000 kr. ex moms)	
(Klip og postproduktion 30.000 kr. ex moms)	
• Kørselsgodtgørelse til statister	2.500 kr.
• Godtgørelse til statister	5.000 kr.
<i>Distribution af videoer</i>	
• Projektleder (42 timer)	14.700 kr.
<b>Total</b>	<b>274.200 kr.</b>

**Udbetalingsinformation:**

Bank: Danske Bank

Reg. nr.: 4440

Konto nr.: 4370210306

CVR-nr.: 10367816 Tilhørende: Scleroseforeningen

Adresse: Poul Bundgaards Vej 1, st.

Postnr. og by: 2500 Valby

Forskningskontonr.: 09002



Tangible Benefit: ***Novartis will be able to upload the videos on Novartis' website: KendDinMS for patients with ms***

Evidences must be provided to Novartis upon completion of the Sponsorship Activity:

After completion, the videos will be shared with Novartis as proof of completion of the activity.

The Sponsorship 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 Sponsorship Recipient at the following email address: Hans Tiedemann: [hti@scleroseforeningen.dk](mailto:hti@scleroseforeningen.dk)



## EXHIBIT B

### SPONSORSHIP REQUEST LETTER

Novartis Denmark A/S  
Edvard Thomsens Vej 14, 3.  
2300 København S  
Att: Susanne Thorsdal



Poul Bundgaards Vej 1, st.  
DK-2500 Valby

T: +45 36 46 36 46  
info@scleroseforeningen.dk  
scleroseforeningen.dk

Protector  
Hendes Majestæt Dronningen

18. september 2019

#### **Ansøgning om støtte til følgende projekt: Træningsvideoer til mennesker med MS**

Scleroseforeningen ønsker sammen med sclerosehospitalerne, at udvikle ca. 36 videoer med træningsøvelser møntet på mennesker med MS, der skal ligge tilgængelige på Scleroseforeningens og sclerosehospitalernes hjemmeside.

Træningsvideoerne henvender sig til hele MS-populationen. Der udarbejdes videoer, der retter sig mod mennesker med MS i forskellige stadier af sygdommen.

Videoerne blive produceret i perioden oktober-december 2019, hvorefter de bliver tilgængelige online. Scleroseforeningen inkorporerer videoerne i et "trænings univers" på hjemmesiden og det vil ligeledes være muligt for Novartis at gøre videoerne tilgængelige på egen hjemmeside.

Novartis ansøges om fuld finansiering til produktion af træningsvideoerne. Budgettet er estimeret til 274.200 kr. inkl. moms. (budget ses på side 2)

Projektet støttes ikke økonomisk af andre end Novartis Healthcare.

På forhånd tak for jeres støtte.

Med venlig hilsen

  
Hans Tiedemann  
Projektleder  
Erhverv, Partnerskaber & CSR