

## **AGREEMENT WITH PATIENT ASSOCIATION Project support**

This Agreement is made by and between

JANSSEN-CILAG A/S, a company with its registered address at Bregnerødvej 133 2, DK-3460 Birkerød, Denmark, hereinafter "J&J Affiliate";

and

DANSK MYELOMATOSE FORENING,  
Sønderkær 285  
7190 Billund  
Denmark, hereafter referred to as "Organization"

J&J Affiliate and Organization are collectively referred to as "The Parties".

WHEREAS:

- J&J Affiliate is a research-oriented pharmaceutical company active in the development and marketing of medicinal products within the Hematology area;
- Organization is an organization dedicated to support patients with Multiple Myeloma and their relatives;
- Organization has asked J&J Affiliate to support one of its projects and J&J Affiliate has agreed to provide support under the terms of this agreement.

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

### **Article 1: Scope**

1. Organization will carry out the Project for which J&J Affiliate will provide support and Organization shall ensure that the contribution is used in a professional and ethical manner consistent with this Agreement and applicable rules and legislation. More details on the Project (including the objective, roles and responsibilities of both parties, contact persons, outputs, reporting and timelines) are included in Attachment 1.
2. Organization will use the support provided by J&J Affiliate exclusively for the purpose of the Project.

### **Article 2: Support**

1. The total amount of support that J&J Affiliate will provide for the Project amounts to **50,000.00 DKK**.
2. Further details on the level and type of support, including payment method and timelines, are included in Attachment 1.
3. Organization and J&J Affiliate acknowledge and agree that the support shall not obligate Organization to purchase, use, recommend, or arrange for the use of any products of J&J Affiliate.
4. Organization represents and warrants that it is a tax-exempt entity under the applicable laws and that it is authorized to accept support in the form of financial contribution or other support from private companies such as J&J Affiliate, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. Organization will also keep J&J Affiliate regularly informed of its direct or indirect relationships with government officials and/or government authorities.

### **Article 3: Use of name and logo or other proprietary materials**

1. J&J Affiliate is entitled to use the name and logo of the Organization under the following conditions: Not applicable for this support.
2. In addition, J&J Affiliate is entitled to use the following proprietary materials of the Organization under the following conditions: Not applicable for this support.
3. Organization will publicly recognize that J&J Affiliate provides support for the Project in the following manner: The financial support will be published on Dansk Myelomatoseforening's website: [www.myelomatose.dk/](http://www.myelomatose.dk/).
- 4.

### **Article 4: Transparency**

1. In order to create appropriate transparency on the support to patient organizations by J&J Affiliate, and in line with the applicable code(s) of practice, J&J Affiliate will make the existence of this agreement and details relating thereto publicly available (for example, on the internet) and Organization explicitly agrees with such disclosure. More precisely, J&J Affiliate will make the following details publicly available:
  - a) Date that the contract was executed;
  - b) Name of the patient organization;
  - c) Country of the patient organization;
  - d) Web address of the patient organization, if available;

- e) Description of the nature and the purpose of the contribution;
- f) Amount as contracted, if financial.

In addition, J&J Affiliate will also make copies of this contract available to interested parties upon their request.

2. J&J Affiliate is entitled to increase the level of details made publicly available to patient organizations either as required by applicable rules and legislation, or upon notice to Organization.
3. This article shall survive any termination of the Agreement.

#### **Article 5: Term and termination**

1. This Agreement takes effect as of 30-Oct-2017, hereafter the Effective Date, and will remain in effect up until the completion of the Project, as described in Attachment 1.
2. Both parties have the right to terminate this Agreement upon 2 months written notice notified by registered mail. The respective rights and obligations of both parties in case of early termination of the Project or this Agreement are included in Attachment 1.

#### **Article 6: General Provisions**

1. General Anti-Corruption Compliance Provision

Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.

2. This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.
3. In case of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt (in good faith) to reach an amicable settlement. Should such amicable settlement fail, the courts of Denmark shall have exclusive jurisdiction.
4. **Electronic Signatures**  
The Parties explicitly agree to execute this Agreement by way of an electronic signature, and agree this shall constitute a valid and enforceable agreement between

the Parties. The present Agreement is made in an electronic pdf-version (using Adobe Sign) which shall be electronically signed by each Party. Each Party hereby acknowledges receipt of the e-signed agreement, electronically signed for approval by both Parties.

**For J&J AFFILIATE:**

**Signature:** *Inger Sandberg*  
Inger Sandberg (Aug 22, 2017)

**Email:** isandber@its.jnj.com

**Title:** Public Affairs Leader

**For ORGANIZATION:**

**Signature:** *Kaja Sshmidt*  
Kaja Sshmidt (Aug 27, 2017)

**Email:** formand@myelomatose.dk

**Title:** Chairmann

### **Attachment 1: Project details**

*Article 1: More details on the Project (including the objective, roles and responsibilities of both parties, contact persons, outputs, reporting and timelines) are included in Attachment 1.*

On behalf of Dansk Myelomatose Forening (Multiple Myeloma Patient Association) dedicated to support patients with Multiple Myeloma and their relatives I would like to request support from Janssen-Cilag A/S of the amount 50.000,- DKK. The requested support does not comprise a substantial portion of the organisation's total budget. This support will be used specifically for organizing and executing a 2-day mentor meeting planned to be held in October 2017 for 31 mentors. Please find attached more details about mentoring within DMF. The objective: To support that mentors within the Multiple Myeloma patient association have the possibility to meet in order to improve supervision skills, exchange network experience and empower patients and their relatives.

Interest to Company: Janssen is a research oriented pharmaceutical company in a board range of hematologic diseases incl. Multiple Myeloma.

This support will be provided as a financial support  
Thank you in advance for your consideration of this request.  
Sincerely,



Kaja Schmidt  
Chairman  
Dansk Myelomatose Forening  
Address: Sønderkær 285, 7190 Billund  
Phone: 40 46 16 34  
E-mail: [formand@myelomatose.dk](mailto:formand@myelomatose.dk)  
Name of Company contact if available: Kaja Schmidt

*Article 2: Further details on the level and type of support, including payment method and timelines, are included in Attachment 1.*

According to local law the amount of 50.000,- DKK does include VAT (25%). The amount should be transferred by earliest convenience in 2017.

Account name Dansk Myelomatose Forening  
Account number 60604362743  
Bank name Syd Bank  
Bank address Axeltorv 4, 4700 Næstved  
IBAN Number DK0260600004362743  
Swift Code SYBKDK22

**Invoice should be sent to:**

Caroline Ekholm  
[cekhholm@its.jnj.com](mailto:cekhholm@its.jnj.com) or

Janssen-Cilag AB  
Box 4042,  
169 04 Solna

Reference on invoice: EV00130303

### **Reporting**

Within 1 month from the activity, the organization will write a small report as proof of event. The report should consist of:

- A letter on the organization's own letterhead-paper, signed by them, where they explain how the grant/support was used and confirm that the grant/support (amount) has been used as agreed upon

And at least one of following:

- Final agenda/Advertisement/ Receipts of costs/ detailed financial accounting for use of the support

Those parts can be combined in the same document but the content must align with the requirements.













# [1070414] PO Support Oct Meeting Janssen


Adobe Sign Document History

08/27/2017


Created:	08/21/2017
By:	J&J ICD System (icdsup@its.jnj.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARR-WSiIMJA-QrtrxxBIMvZjI2Y2CaZnc

## "[1070414] PO Support Oct Meeting Janssen" History

-  Document created by J&J ICD System (icdsup@its.jnj.com)  
08/21/2017 - 12:16:30 PM GMT+2- IP address: 148.177.129.212
-  Document emailed to Inger Sandberg (isandber@its.jnj.com) for signature  
08/21/2017 - 12:16:35 PM GMT+2
-  Email viewed by Inger Sandberg (isandber@its.jnj.com)  
08/21/2017 - 12:57:32 PM GMT+2- IP address: 148.177.129.212
-  Inger Sandberg (isandber@its.jnj.com) entered valid password.  
08/22/2017 - 11:45:52 AM GMT+2
-  Document e-signed by Inger Sandberg (isandber@its.jnj.com)  
Signature Date: 08/22/2017 - 11:46:50 AM GMT+2 - Time Source: server- IP address: 148.177.129.212
-  Document emailed to Kaja Sshmidt (formand@myelomatose.dk) for signature  
08/22/2017 - 11:46:51 AM GMT+2
-  Email viewed by Kaja Sshmidt (formand@myelomatose.dk)  
08/23/2017 - 4:30:06 PM GMT+2- IP address: 62.107.205.231
-  Email viewed by Kaja Sshmidt (formand@myelomatose.dk)  
08/24/2017 - 9:10:45 AM GMT+2- IP address: 62.107.205.231
-  Email viewed by Kaja Sshmidt (formand@myelomatose.dk)  
08/25/2017 - 12:57:06 PM GMT+2- IP address: 85.191.189.60
-  Kaja Sshmidt (formand@myelomatose.dk) entered valid password.  
08/27/2017 - 5:40:13 PM GMT+2

 Document e-signed by Kaja Sshmidt (formand@myelomatose.dk)

Signature Date: 08/27/2017 - 5:51:31 PM GMT+2 - Time Source: server- IP address: 62.107.205.231

 Signed document emailed to Inger Sandberg (isandber@its.jnj.com), J&J ICD System (icdsup@its.jnj.com) and Kaja Sshmidt (formand@myelomatose.dk)

08/27/2017 - 5:51:31 PM GMT+2