

## **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, CVR 19248615, hereinafter "J&J Affiliate";

and

LYLE (Patientforeningen for Lymfekræft, Leukæmi & MDS), Banetoften 26, 4700 Næstved, Denmark, hereafter referred to as "Organization"

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

WHEREAS:

- 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, legislation and code of practice. 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 60,000.00 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. EU and National legislation and codes of practice prohibiting the advertising of prescription-only medicines to the general public, apply. Organization and J&J Affiliate acknowledge and agree that J&J Affiliate shall not request, nor shall Organization undertake, the promotion of a particular prescription-only medicine.
5. 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.
6. If any funds provided by J&J Affiliate to Organization under this Agreement remain upon completion of the Project, such surplus shall be refunded by Organization to J&J Affiliate within forty-five (45) days of completion of the project.

### **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: NA (Financial support only)
2. In addition, J&J Affiliate is entitled to use the following proprietary materials of the Organization under the following conditions: NA
3. Organization will publicly recognize that J&J Affiliate provides support for the Project in the following manner: The support will be published on LyLe's website [www.lyle.dk](http://www.lyle.dk) according to Danish ENLI Code.

### **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 at Janssen Denmark Website [www.janssen.com/denmark](http://www.janssen.com/denmark) 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 will take effect on the date when the last of the parties has signed, hereafter the Effective Date, and will remain in effect up until the completion of the Project.

#### **Article 8: General Provisions**

- 1. 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. Privacy

The Parties, in order to fulfil the purpose of this Agreement, might need to collect and process personal data. The Parties shall ensure in this respect that the personal data collected and processed for the purpose of this Agreement shall be collected and processed with the adequate privacy safeguards to protect the personal data received and only for the purposes of this Agreement.

If Organization collects and/or processes personal data, Organization is responsible for ensuring to obtain the consent required in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) in force from time to time, to record, store and process data.

3. This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.
4. 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.
5. **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:**

Kristina Sandström

Kristina Sandström (Oct 22, 2019)

Medical Director

**For ORGANIZATION:**

Rita Christensen

Rita Christensen (Oct 22, 2019)

Chairwoman

## **Attachment 1: Project details**

### *Objective:*

To support the Nordic Hematological Patient Association Groups (PAGs) meeting on November 19-20<sup>th</sup> 2019.

### *Roles & responsibilities:*

LyLe is responsible for planning and executing the meeting; whereas Janssen is only supporting the activity financially. The payment is expected in the beginning of November 2019. For further information please see below (Payment method).

### *Contact persons:*

LyLe: Rita Christensen, e-mail: formand@lyle.dk

Janssen: Susanne Greisgaard, e-mail: sgreisga@its.jnj.com

### *Timelines:*

The agreement is expected to be terminated by the end of November 2019.

## **Payment method:**

J&J AFFILIATE shall pay the Support within 45 days of being issued an invoice. Payments shall be made by bank transfer and only to a bank account held in the name of the Party on Invoice. Invoices should, as a minimum requirement, contain the following items: (a) full name and address of Party issuing the invoice; (b) where applicable tax number of Party issuing the invoice; (c) full name and address of the J&J Affiliate or its appointed agent; (d) place and date of invoice; (e) brief description of services invoiced with date of service rendered; and (f) where value added tax (VAT) is applicable, invoicing Party's VAT number, statement of net amounts invoiced, VAT rate, amount and gross amounts. J&J AFFILIATE will inform the Organization in case the invoice needs to be addressed to its appointed agent instead of to J&J AFFILIATE.

## **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 requirement.