

## **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

PSORIASISFORENINGEN, Blekinge Boulevard 2, 2630 Taastrup, Denmark, ODK35850483, 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;
- Psoriasisforeningen is an independent, humanitarian association providing support for their 5000 members with psoriasis- and psoriatic arthritis patients and their relatives. Focus area: create contacts and networks between psoriasis patients, keep members up to date on the current debate, the latest treatments, the latest research as well as the political and health professional initiatives. Mouthpiece to doctors, authorities, media, labor and the public and raise awareness about psoriasis;
- 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 **15.000 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.

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

1. Organization will publicly recognize that J&J Affiliate provides support for the Project in the following manner: Publication on the Psoriasisforeningens website.

### **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
2. Both parties have the right to terminate this Agreement upon 2 months written notice notified by registered mail.

#### **Article 6: Confidentiality**

1. During the execution of this Agreement, Organization may have access to certain Confidential Information of J&J Affiliate. Confidential Information shall mean all confidential or proprietary information and materials related to the subject matter of this Agreement and all related trade secrets, know-how, formulations, techniques, methodology equipment, data reports, computer software and information regarding sources of supply, patent positioning, business plans and the existence, scope and activities of any research, developments, manufacturing, marketing or other projects of J&J Affiliate. Information shall not be considered confidential unless it is reduced to writing and marked "CONFIDENTIAL." An oral disclosure shall only be considered confidential if it is reduced to writing and sent to Organization within 30 (thirty) days after the oral disclosure.
2. Organization shall not make any commercial or other use of the Confidential Information other than for the purpose of this Agreement without the prior written consent of J&J Affiliate. Organization shall disclose or deliver Confidential Information only to persons within its organization who have a need to know for the performance of their duties and who are bound by obligations of secrecy no less strict than those

set out herein. Organization shall notify J&J Affiliate promptly of its knowledge of any unauthorized use or disclosure of Confidential Information.

3. Organization shall not disclose, communicate or in any way divulge any Confidential Information to any other person or entity outside its own organization, or permit or suffer its members to do so. Organization shall use the same degree of care, but not less than a reasonable degree of care, to prevent the disclosure of Confidential Information to others as it uses to prevent disclosure of its own confidential or proprietary information.
4. Notwithstanding the provisions of this article, Organization may use or disclose Confidential Information to the extent Organization can demonstrate, by clear and convincing evidence that such Confidential Information:
  - at the time of disclosure to Organization is generally available to the public, or after such disclosure becomes generally available through no wrongful act of Organization,
  - is rightfully in the possession of Organization prior to the time of disclosure,
  - is disclosed by Organization in order to comply with the requirements of applicable law or governmental regulations, provided Organization gives J&J Affiliate prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent,
  - is independently developed by Organization without the aid, application or use of the Confidential Information received from J&J Affiliate.
5. Organization agrees that J&J Affiliate is and shall remain the exclusive owner of the Confidential Information and all patents, copyright, trade secret, trademark, know how and other intellectual property rights therein. No license or conveyance of any such rights to Organization is granted or implied under this Agreement.
6. Upon termination of this Agreement or at the request of J&J Affiliate, Organization shall promptly deliver to J&J Affiliate all data, memoranda and other tangible manifestations of, and all materials consisting of Confidential Information (and all copies and reproductions thereof).
7. All obligations of confidentiality under this Agreement shall terminate ten (10) years from the date of the end of the Agreement.

#### **Article 7: Right of Use**

1. Organization hereby grants J&J AFFILIATE a non-exclusive worldwide and in time unlimited right to use in all possible forms and media all copyrightable documents or products which are created by Organization in the course of performance of this Agreement (hereinafter the "Work"), including, without limitation the right to use, adapt, edit, chose a title for the Work, translate, input and/or combine into (conventional, electronic, digital) database, reproduce (regardless of media of

reproduction and of number of reproduced copies), publish, make available online (including in intranets and in the internet), sell, lease, give away for free, exhibit, record, film, and broadcast the Work, in its entirety or in part, in all forms of media, whether in printed or recorded form (analogous or digital), and regardless of whether in writing, as sound and/or as image, and regardless of whether for commercial or charitable purpose ("Right of Use"). The remuneration of Organization pursuant to this Agreement shall serve as sufficient consideration for granting of the Right of Use.

2. The Right of Use shall survive the termination of this Agreement. J&J AFFILIATE shall be entitled to assign or to sublicense in part or in full said Right of Use.
3. Organization warrants that in granting the Right of Use, no rights of third parties, including data privacy rights have been infringed and that where necessary, Organization has obtained approval by third parties in order to grant said Right of Use to J&J AFFILIATE. Organization shall hold J&J AFFILIATE harmless against third party claims for infringement of copyrights related to the Right of Use granted to J&J AFFILIATE, and shall assist J&J AFFILIATE in defending against such third party claims.

## **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 Danish Act on Processing of Personal Data (Act no. 429 of 31 May 2000) 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:**

Mar 15, 2019



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Public Affairs Lead

**For ORGANIZATION:**

Mar 15, 2019

**L.F. Werner**

[L.F. Werner \(Mar 15, 2019\)](#)

CEO

## **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.*

*The agreement aims: to support the Psoriasisforeningen's work and help raise awareness of psoriasis and psoriatic arthritis. A link is created on the PsOMentor app and the Psoriasisforeningen's website to Janssens Danish website via Janssens logo in the period: 01.04.2019-31.03.2020.*

*The Agreement made by Psoriasisforeningen is attached.*

*Contact person for Psoriasisforeningen: Director Lars Werner.*

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

### **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.

To be included on payments:

Any and all payments under this Agreement will be made to the following account:

**BANK DETAILS MUST  
BE INCLUDED IN  
EVERY AGREEMENT**

Account Number:

Bank Name:

IBAN Number:

SWIFT Code:





## Aftale

### Link-out PsoMentor

#### § 1 Parter

Denne aftale er indgået mellem:

**Navn:** Janssen-Cilag A/S (herefter kaldet firma)  
**Kontaktperson:** Anne-Sofie Marcher  
**Adresse:** Bregnerødvej 133, 3460 Birkerød  
**Mail:** amarcher@its.jnj.com  
**Telefon:** +45 29 99 83 25  
**CVR-/SE-nr.:** 19248615

og

**Navn:** Psoriasisforeningen (herefter kaldet foreningen)  
**Kontaktperson:** Lars Werner  
**Adresse:** Blekinge Boulevard 2, 2630 Taastrup  
**Mail:** LK@psoriasis.dk  
**Telefon:** +45 36 75 54 00  
**CVR-/SE-nr.:** 81 93 53 19

#### § 2 Formål

Formålet med aftalen er at firmaet med et link-out i APP'en PsoMentor, med link til hjemmeside, støtter foreningens arbejde og hjælpe os med at udbrede kendskabet til psoriasis og psoriasisligt herigennem.

#### § 3 Aftaleperiode

Aftalen træder i kraft den 1. april 2019 og løber indtil den 31. marts 2020

#### § 4 Pris

Prisen på Link-out er for 12 måneder DKK 15.000 (ex moms).  
Foreningen fremsender en faktura på beløbet.

#### § 5 Genforhandling

Aftalen kan genforhandles. Hvis parterne ved aftaleperiodens udløb ønsker at fortsætte samarbejdet, skal genforhandling af denne aftale være afsluttet senest 1 måned inden aftalens ophør.

#### § 6 Firmaet forpligtelser

Firmaet angiver hvilken web-adresse (url) der ønskes linket til.

#### § 7 Psoriasisforeningens forpligtelser

Foreningen forpligtiger sig til at vedligeholde hjemmesiden, og annoncens placering i aftaleperioden.



## Aftale

### Link-out PsoMentor

#### § 8 Misligholdelse

Aftalen er uopsigelig i den periode, den vedrører. Dog kan den hæves, hvis en af parterne misligholder sine forpligtelser i henhold til denne aftale, og misligholdelsen er væsentlig. Som væsentlig misligholdelse af denne aftale må Foreningens navn på ingen måde, af firmaet, kædes sammen med produktet - foreningen er 100 % neutral. Ved væsentlig misligholdelse er den anden part berettiget til med omgående virkning at ophæve aftalen.

#### § 9 Ansvarsfraskrivelse

Psoriasisforeningen (PF) forbeholder sig ret til at ændre indholdet på APP'en.

PF forbeholder sig ret til at anvende egen software til optælling af annoncerens fremvisning.

Da besøghyppigheden kan variere meget i løbet af aftalens periode, har vi ikke mulighed for at forudse, hvor lang en webaftale kan være.

PF vil kort forinden aftalens udløb kontakte dig med henblik på forlængelse af den.

PF forbeholder sig ret til at lukke sitet for vedligeholdelse efter behov udenfor normale arbejdstider.

PF tager forbehold for prisstigninger.

PF forbeholder sig ret til at afvise en webannonce, såfremt den modstrider Psoriasisforeningens Interesser og formål.

Skulle vi have modtaget din indbetaling for evt. afvisning, vil den blive returneret efterfølgende.

#### Underskrifter:

\_\_\_\_\_ den \_\_\_\_\_

Firma: \_\_\_\_\_

Taastrup den 28/02 2019

Psoriasisforeningen: \_\_\_\_\_

