

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, VAT no.: 19248615, hereinafter "J&J Affiliate";

and

HIV-DANMARK, Vestergade 18 E 3. Sal, 1456 København K, 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;
- Hiv-Danmark is a patients' association for people living with HIV in Denmark regardless of mode of transmission, sex, sexuality and nationality. Hiv- Danmark is working to take care of the interests of HIV-infected, relatives and survivors. Hiv-Danmark is also an umbrella organization for individuals, self-help groups and other associations of people living with HIV as well as for user groups associated with HIV / AIDS wards in hospitals;
- 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 50.000 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 Hiv Danmark 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 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 [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 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.

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:

Signature: Inger Sandberg
Inger Sandberg (Jun 19, 2018)

Email: isandber@its.jnj.com

Title: Public Affairs Leader

For ORGANIZATION:

Signature: Morten Eiersted
Morten Eiersted (Jun 20, 2018)

Email: morten@hiv-danmark.dk

Title: Info

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.

Hiv-Danmark led by is planning to arrange two activities:
- Late oct/November 2018-Feb 2019: HIV-Danmark Aftenerne with the ambition to visit 5 regions and collaboration with the local outpatient for PHLW set up the venues with a political momentum by inviting local politicians and other organizations.
- December 1.st: World AIDS Day setting up the campaign sigma against HIV 0=0 "Velbehandlet HIV smitter ikke".

Contact person for Hiv-Danmark: Morten Eiersted

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

Article 5: The respective rights and obligations of both parties in case of early termination of the Project or this Agreement 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: 53310000245613 _____
Bank Name: Arbejdernes Landsbank _____
Bank Address: Frederikssundsvej 160, 2700 Brøndshøj _____
IBAN Number: DK2353310000245613 _____
SWIFT Code: ALBADKKK _____



[1168053] Janssen Patient Organization HIV-Danmark

Adobe Sign Document History

06/20/2018

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