

GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 28 February 2017 ("**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 Dansk MPN Forening, CVR 34438471, an Organization incorporated under the laws of Denmark, located at Kystvejen 7B, 1.tv, 4400 Kalundborg, ("**Grant Recipient**"). Novartis and Grant Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

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

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

WHEREAS, Grant Recipient accepts the Grant 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. GRANT BY NOVARTIS

1.1 **Grant.** Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.

1.2 **Statement of Purpose.** The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Grant Amount 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 Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant 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 Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.

1.3 **Novartis Responsibility.** Grant Recipient agrees that Novartis' responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.

2. OBLIGATIONS OF GRANT RECIPIENT

2.1 **Use of Grant Amount.**



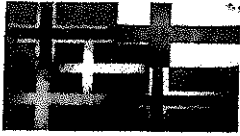
- (a) Grant Recipient shall use the Grant Amount solely for the Grant Activity and shall not use the Grant Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Grant Recipient undertakes to independently contact Novartis in the event any part of the Grant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

2.2 Objectivity & Balance.

- (a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Grant 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 Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant 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) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Grant 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 Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

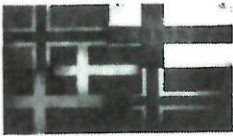
2.4 Ancillary Activities.

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

Signature 1 –Contract Owner

By: [Signature]
Name: ALICE MORCH
Title: MEDICAL ADVISOR
Date: 27 FEB 2017

Dansk MPN Forening

By: [Signature]
Name: PER KJÆR ERICHSEN
Title: CHAIRMAN
Date: APRIL 5, 2017

Signature 2 –Business Approver

By: [Signature]
Name: EISE KRÜGER HAGEN
Title: MEDICAL DIRECTOR NORDICS
Date: 2. MARCH 2017



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: 292.000 DKK

Grant Activity:

Novartis will support the following activities, specified in the grant application:

- Årsmøde med 4 foredrag (Annual meeting with 4 presentations/speakers)
- 2 foredrag – 1 Øst og 1 Vest om MPN-sygdomme (Two meetings with presentation/speaker, one in Eastern and one in Western Denmark on MPN-diseases)

Activities are to be completed by the end of 2017.

The Grant Activity does not include any entertainment activities being organized by Grant Recipient in connection with the event.

The Grant amount is payable against the corresponding invoice within thirty (30) 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 Grant Recipient and sent to the following email address: MPN@danskmpnforening.dk

When effectuating the payment Novartis will include the reference stated on the invoice.



EXHIBIT B

GRANT REQUEST LETTER

Dansk MPN Forening

WWW.DANSKMPNFORENING.DK
Dansk MPN Forening: Erystrøen 70, 1. tv. 4400 Kalundborg, TH. 5141566 E-mail: mpn@danskmpnforening.dk
CVR nr.: 34 43 81 71 DANSK BANC: Reg. nr. 1551 - Kontor: 604602264

Kalundborg 15. januar 2017

Ansøgning om støtte i 2017: Fokus på kerneydelserne

Dansk MPN Forening ansøger hermed Novartis om støtte på 308.200 kr.

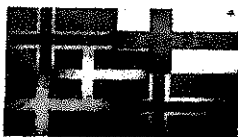
Dansk MPN Forening oplever fortsat stigende medlemstal og er nu på vej til at runde 700 medlemmer. Erfaringer med brug af støtte i forbindelse med tidligere ansøgninger har dog skærpet bestyrelsens fornemmelse for hvilke af vores ydelser der er størst efterspørgsel efter, og hvilke aktiviteter vi har bedst mulighed for at få støtte til fra Novartis. Samtidig har vi fået afklaret bestyrelsens begrænsninger i energiniveauet som følge af at alle bestyrelsesmedlemmer har en af MPN-sygdommene og er udfordret på energiniveauet. Derfor er nærværende støtteansøgning for 2017 fokuseret på foreningens kerneydelser.

I 2016 modtog foreningen støtte til afholdelse af et årsmøde, hvor det var formålet, at der skulle blive tid til både foredrag og samtaler medlemmerne imellem. Eftersom en af udfordringerne ved at have en af de sjældne og fysisk "usynlige" MPN-sygdomme er manglende forståelse fra omgivelserne, har medlemmerne et behov for at mødes med andre i samme eller en sammenlignelig situation, således at de kan møde forståelse og gode råd til livet med en MPN-sygdom, som de ikke finder andetsteds. De fleste medlemmer har store udfordringer med kronisk træthed (fatigue), som gør det vanskeligt at deltage i arrangementer, som varer hele eller det meste af dagen. Trætheden kan eksempelvis gøre det vanskeligt at skulle køre hjem efter en lang dag. Derfor var tanken med et 2-dages arrangement med overnatning, at medlemmene bedre ville kunne deltage, fordi de ikke behøvede at tænke på hjemtransport samme dag.

Årsmødet 2016 var en stor succes. Mødet blev tidligt fuldt booket med tilmeldinger, og bestyrelsen har efterfølgende modtaget rigtig mange positive tilbagemeldinger og forhåbninger om, at der kan et lignende møde i 2017. Der har således vist sig at være et behov blandt medlemmerne for denne type møder. Derfor søger foreningen om støtte til også i 2017 at afholde årsmøde over 2 dage.

Derudover ansøger foreningen om støtte til afholdelse af foredrag og medlemsmøder spredt ud over landet, således at flest mulige medlemmer kan deltage og opnå viden om MPN-sygdommene samt få gode råd til et bedre liv med sygdommene.

1



Dansk MPN Forening

WWW.DANSKMPNFORENING.DK

Dansk MPN Forening: Krøstvej 7B, 1. tv., 4400 Kalundborg, TM: 51941596 E-mail: mpn@danskmpnforening.dk
CVR nr.: 34431477

DANSKE BANK: Reg.nr. 1551 - Kontonr. 003402154

Foreningen ansøger om støtte til:

Aktivitet	Beløb
Årsmøde med 4 foredrag	220.000 kr.
2 foredrag – 1 forår Sjælland, 1 efterår Jylland	72.000 kr.
6 medlemsmøder i Ølby, Aalborg og Roskilde	16.200 kr.
I alt	308.200 kr.

Årsmøde med 4 foredrag

2-dages medlemsmøde 23.-24. september 2017 på Hotel Christiansminde, hvor medlemmer får foredrag samt ekstra tid til at møde andre i samme situation og få støtte og gode råd til et bedre liv med sygdommen

4 foredrag:

1. RADS' Medicinrådets arbejde med behandlingsvejledninger
w/ speciallæge i hæmatologi Jesper Stenroff
2. Pårørendes rolle i forbindelse med kronisk sygdom w/ præst Inge Møllehave
3. Kunsten at fokusere på det positive i livet med kronisk sygdom w/ Lykke Petersen
4. Resultater af og perspektiver i forskningsprojekt om vaccination af MPN-patienter
w/ Ph.D -studerende Morten Orebo Holmstrøm

Program med cirka-tidspunkter:

- Fredag 22. september:
 - Eftermiddag/aften: Forberedelse w/ bestyrelsen
- Lørdag 23. september:
 - Morgen: Forberedelse w/ bestyrelsen
 - Kl. 10:00-11:00: Ankomst og morgenmad for deltagende medlemmer
 - Kl. 11:00-13:00: Velkomst + foredrag 1
 - Kl. 13:00-14:00: Frokost
 - Kl. 14:00-15:30: Foredrag 2
 - Kl. 15:30-16:00: Kaffe pause
 - Kl. 16:00-17:30: Foredrag 3
 - Kl. 17:30-18:30: Hvile/ restitution/ nyde omgivelserne
 - Kl. 18:30: Middag



Dansk MPN Forening

WWW.DANSKMPNFORENING.DK

Dansk MPN Forening, Kestvej 7B, 1 tv., 4400 København, Tlf: 5141536 E-mail: mpn@danskmpnforening.dk
CVR.nr.: 34 43 84 71 DANSCHE BANK: Reg.nr. 1551 - Kontonr. 0016012154

- Søndag 24. september
 - Kl. 08:00-09:30: Morgenmad
 - Kl. 09:30-10:30: Foredrag 4
 - Kl. 10:30-12:00: Gåtur i naturen omkring Christiansmåde (for dem, der vil og kan)
 - Kl. 12:30:
 - Frokost
 - Tak for denne gang.

Budget:

Udgiftspost	Beløb
Lokaleleje Hotel Christiansmåde + 60 hotelværelser (50 værelser med 1 overnatning til deltagere og 10 værelser med 2 overnatninger til bestyrelse) + forplejning til 100 personer	210.000 kr.
Udsendelse af invitation til medlemmer	10.000 kr.
Honorar til foredragsholdere foredrag 1 og 4 (vingave)	2.000 kr.
Honorar til foredragsholdere foredrag 2 og 3	8.000 kr.
Transportrefusion foredragsholdere og bestyrelse	10.000 kr.
Deltagergebyr egenbetaling	-20.000 kr.
I alt (fratrullet deltagergebyr)	220.000 kr.



Dansk MPN Forening: Kystvejen 78 I tr. 400 Kalundborg, TH: 51941586 E-mail: mpn@danskmpnforening.dk
CVR nr: 3443 84 71 **DANSKE BANK:** Reg.nr. 1551 - Kontonr. 6016022354

WWW.DANSKMPNFORENING.DK

2 foredrag – 1 forår Sjælland; 1 efterår Jylland

Foredrag om MPN-sygdommene og den seneste forskning

Fordelt på Sjælland og Jylland, således at medlemmer fra begge landsdele kan deltage.

Program for begge foredrag:

- Kl. 12:00-13:00: Ankomst og sandwich
- Kl. 13:00-14:00: Foredrag
- Kl. 14:00-15:00: Spørgsmål fra salen
- Kl. 15:00-16:00: Kaffe og kage

Foredrag med professor, overlæge, dr. Med. Hans Hasselbalch

Foredrag om MPN-sygdomme og den seneste forskning

Auditoriet, Roskilde Sygehus, 21. marts 2017

Udgiftspost	Beløb
Lokaleleje Roskilde Sygehus (gratis lån)	0 kr.
Forplejning til 150 deltagere (sandwich + kaffe og kage)	5.000 kr.
Udsendelse af invitation til medlemmer	10.000 kr.
Honorar til foredragsholder (vingave)	1.000 kr.
Transportrefusion foredragsholdere og bestyrelse	5.000 kr.
I alt	21.000 kr.

Foredrag med overlæge, dr. Med. Ole Weiss Bjerrum

Foredrag om MPN-sygdomme og den seneste forskning

Hotel Cornwell Kolding, 28. oktober 2017

Udgiftspost	Beløb
Lokaleleje hotel og forplejning til 100 deltagere	35.000 kr.
Udsendelse af invitation til medlemmer	10.000 kr.
Honorar til foredragsholder (vingave)	1.000 kr.
Transportrefusion foredragsholdere og bestyrelse	5.000 kr.
I alt	51.000 kr.



Dansk MPN Forening

WWW.DANSKMPNFORENING.DK

Dansk MPN Forening: Kistevien 7B, 1. tv. 4000 København TM: 5141556 E-mail: mpn@danskmpnforening.dk
CVR nr.: 34 63 471 DANSKE BANK: Reg. nr. 1651 - Kontonr. 0916021154

6 medlemsmøder

Formål: At give medlemmer mulighed for at mødes med andre i samme situation og opleve den forståelse, som ikke kan fås af venner, familie, arbejdsplads, myndigheder osv., og få gode råd og støtte til et bedre liv med sygdommen samt den nyeste viden om forskning m.v.

Program for medlemsmøder:

- Kl. 13:30-14:00: Ankomst + brød og kaffe
- Kl. 14:00-14:30: Indledning med nyt fra foreningen vedrørende MPN-sygdommene og relaterede forhold
- Kl. 14:30-16:30: Bordet rundt – siden sidst, spørgsmål, der fylder i dagligdagen for medlemmene, og gode råd til et bedre liv med sygdommen fra andre medlemmer og foreningen

Deltagerantal: 15-30 medlemmer pr. møde (svarende til ca. 100-200 i alt)

Budget:

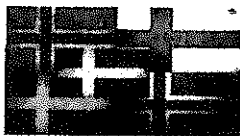
Udgiftspost	Beløb
Lokaleleje (gratis -- på nær Ølby: 400 kr. pr. møde)	1.200 kr.
Forplejning til ca. 100-200 deltagere (brød og kaffe)	2.000 kr.
Udsendelse af invitationer til medlemmer	5.000 kr.
Transportrefusion bestyrelse	8.000 kr.
I alt	16.200 kr.

3 medlemsmøder i Ølby

Særligt målrettet medlemmer fra Sjælland
Ølby Kirke, Ølby, 23. maj, 29. august og 28. november 2017

2 medlemsmøder i Aalborg

Særligt målrettet medlemmer fra Jylland
De Frivilliges Hus, 20. maj og 23. september 2017



Dansk MPN Forening: Kistevjen 7B, 1. tv., 4600 København, Tlf: 51841586 E-mail: mpn@danskmpnforening.dk
CVR.nr.: 34 43 84 71 WWW.DANSKMPNFORENING.DK
DANSKE BANK: Reg.nr. 1551 - Kontonr. 002602354

1 medlemsmøde i Roskilde

Særligt målrettet erhvervsaktive medlemmer fra Sjælland
Byens Hus, Roskilde, 23. april 2017

Med venlig hilsen

Per Kjær Erichsen
Formand
Dansk MPN Forening

