

## GRANT AGREEMENT

between

ARIAD Pharmaceuticals (Nordic) AB

Mäster Samuelsgatan 60

11121 Stockholm

Sweden

(“ARIAD”)

and

LyLe- Patientforeningen for Lymekreft og Leukaemi

Banetoften 26

4700 Næstved

Denmark

(“Recipient”)

### BACKGROUND INTRODUCTION

ARIAD is part of an integrated global oncology company focused on transforming the lives of cancer patients. Recipient is a Patient Organisation which wishes to publish newsletters and diagnose specific magazines as well as all other promotional leaflets, books and informational material and organize 5 national conferences every year aiming to gather and share information about haematological diseases. Recipient has requested a financial support from ARIAD to fund the Project described below and in Schedule 1 (“**Project**”). ARIAD as part of its commitment to support medical education and quality patient care is willing to provide such support, subject to the terms of this Agreement.

## **Article 1 –Support**

ARIAD will provide Recipient with Twenty Thousand Danish Kroner (20,000.00 DKK) (“**Support**”) which shall be used by Recipient for the Project.

## **Article 2 – Payment of Support**

2.1 Payment of the Support shall be made by ARIAD to the bank account of Recipient identified on the original request for support received from Recipient.

2.2 The Parties expressly acknowledge, for the avoidance of doubt, that the execution of this Agreement and/or the payment of the Support is not intended to and will not in fact influence any prescribing, or procurement decisions favourable to ARIAD’s commercial interests.

## **Article 3 – Transparency**

3.1 Recipient must provide transparent declaration that ARIAD has provided Support for the purposes of the Project only and no other purpose. Except as provided herein, Recipient undertakes not to use ARIAD name nor any trademark or other distinctive signs belonging to the ARIAD group of companies (“**ARIAD Group**”) in any statements or public announcements without ARIAD's prior written consent. The ARIAD Group shall have the right to use, copy and publish the name, trademark, or logo of Recipient in order to comply with transparency reporting requirements to which it may be subject.

## **Article 4 – Compliance**

4.1 The Project will not involve research in humans and or animals.

4.2 No identifiable personal data will be shared with ARIAD and any personal data processing by Recipient shall be conducted in accordance with applicable laws and regulations for which Recipient shall be the “Data Controller” for the purpose of data privacy law.

4.3 No part of the Support may be paid, granted or distributed to any other organization or individual, other than to pay reasonable compensation for items and services provided to Recipient in connection with the Project. Recipient shall not transfer any portion of the Support to any third party, which is not involved in the running of the Project.

4.4 No portion of the Support shall be provided to a healthcare professional or to any government employee or official.

4.5 ARIAD shall have no control or influence over the Project. ARIAD shall have no liability with respect to any third party claims arising from the Project.

4.6 The relationship under this Agreement is non-exclusive. The Recipient is free to seek funding from other companies at its discretion, provided, however, if any additional funding reaches a level such that all or part of the Support is no longer required by the Recipient, the Recipient shall refund such amount of the Support that is no longer required.

4.7 Any discussion of medicinal therapies by the Recipient shall be non-promotional, balanced, accurate and complete and shall comply with applicable laws and regulations.

#### **Article 5 – Publication**

5.1 The Recipient will submit to ARIAD written materials intended for publication at least thirty (30) days prior to disclosure or submission for publication.

5.2 The Recipient agrees to include the following acknowledgement language, or a variant thereof, when publicising the Project results: “This project was supported by a grant from ARIAD Pharmaceuticals.”

#### **Article 6**

6.1 This Agreement shall continue in full force and effect from the date of signature until the earlier to occur of either (a) the date when both Parties completed their obligations from this Agreement, or (b) when either Party terminates this Agreement.

6.2 Either Party may terminate this Agreement if: (a) the Project is terminated early, or (b) if the Support is no longer required/needed by Recipient.

#### **Article 7 – Miscellaneous**

Both Parties shall comply with applicable laws, regulations and guidelines in the performance of the Agreement. The Recipient agrees that ARIAD may publish payments made to Recipient under this Agreement, including the Recipient’s name and the amount of the Support and such other information as may be required by applicable laws, regulations or industry codes or practice. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement. Changes and amendments to this Agreement are valid only if they are made in writing and signed by a duly authorised representative on behalf of each Party. This Agreement may be executed in counterparts all of which taken together shall constitute one agreement and copies may be exchanged electronically, such as by e-mail (e.g. PDF) and such electronic copy of the signed document will be considered valid and binding on the signing Party.

ARIAD Pharmaceuticals (Nordic) AB

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Name (CAPS):

Date:

**RECIPIENT**

LYLE FORENINGEN FOR LYMFECRÆFT OG LEUKEMI

Name (CAPS): RITA O. CHRISTENSEN

*Rita O. Christensen*

Date: 16.05.16.