

Update: October 2011 version: 2011/10-v.02

AGREEMENT WITH PATIENT ASSOCIATION

Grant – financial 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 hereafter referred to as "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:

- J&J Affiliate is a research-oriented pharmaceutical company active in the development and marketing of medicinal products incl. hematological cancers;
- Organization is an organization dedicated to support patients with Blood Cancers and their relatives.
- Organization has asked J&J Affiliate to provide support for its activities in the year 2017 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: Support

1. For 2017 J&J Affiliate will provide support to Organization in the amount of **50.000,00 DKK.**
2. The amount will be wire transferred within a month of the signature of this agreement on the following account:



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

ACCOUNT Name: LyLe - Patientforeningen for Lymfekræft, Leukæmi & MDS

Account Number: 1551-3229254820

Bank Name: Danske Bank

Bank Address: Holmens Kanal 2-12, 1092 København K

IBAN Number: DK 23 000 3229 254 820

SWIFT Code: DABADKKK

3. Organization shall ensure that the support is used in a professional and ethical manner to further its purpose as described in its by-laws and consistent with this Agreement and applicable rules and legislation. Organization shall inform J&J Affiliate on a regular basis, and at least two times per year or upon request, on how the support is used in general.
4. 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.
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 2: 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: N.A.
2. In addition, J&J Affiliate is entitled to use the following proprietary materials of the Organization under the following conditions: N.A.



3. During the year 2018 Organization will publicly recognize that J&J Affiliate provides support to the Organization in the following manner: The support will be published on LyLe's website [www.lyle.dk/].

Article 3: 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 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.

Article 4: General Provisions

1. General 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. This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.



3. 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.

4. 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 (Dec 14, 2017)

Email: isandber@its.jnj.com

For ORGANIZATION Affairs Leader

Signature: Rita Christensen
Rita Christensen (Dec 14, 2017)

Email: rita@lyle.dk

Title: formand



[1099061] Janssen Contract for signing - LyLe - EV00140138

Adobe Sign-dokumentoversigt

14-12-2017

Oprettet:	14-12-2017
Af:	J&J ICD System (icdsup@its.jnj.com)
Status:	Underskrevet
Transaktions-id:	CBJCHBCAABAA33vWaRkt1Gz7sPcs2mTD-x81f0SFf1AX

Oversigt over "[1099061] Janssen Contract for signing - LyLe - EV00140138"

Dokument oprettet af J&J ICD System (icdsup@its.jnj.com)

14-12-2017 - 09:54:48 GMT+1- IP-adresse: 148.177.129.212

Dokumentet blev sendt til Rita Christensen (rita@lyle.dk) til underskrivelse

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E-mail blev vist af Rita Christensen (rita@lyle.dk)

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Rita Christensen (rita@lyle.dk) angav gyldig adgangskode.

14-12-2017 - 10:11:07 GMT+1

Dokumentet blev e-underskrevet af Rita Christensen (rita@lyle.dk)

Dato for signatur: 14-12-2017 - 10:11:49 GMT+1 - tidskilde: server- IP-adresse: 5.186.125.85

Dokumentet blev sendt til Inger Sandberg (isandber@its.jnj.com) til underskrivelse

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E-mail blev vist af Inger Sandberg (isandber@its.jnj.com)

14-12-2017 - 10:20:35 GMT+1- IP-adresse: 148.177.129.210

Inger Sandberg (isandber@its.jnj.com) angav gyldig adgangskode.

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