

## SPONSORSHIP AGREEMENT



Parties to this agreement:

**Diabetesforeningen**

Stationsparken 24, st. tv  
2600 Glostrup  
Denmark  
CVR No. 35231528

**("Recipient")**

**Novo Nordisk Denmark A/S**

Att.: Thomas Degenhardt  
Kay Fiskers Plads 10, 7 floor  
2300 København S  
CVR No. 38180045

**("Novo Nordisk")**

### 1. Summary

**1.1 Recipient's request for support.** The appendix titled "Recipient's request for support" details the specifics of the Recipient's activity(ies) ("the Activity") supported by the sponsorship and purpose of the Activity.

---

<b>Title of Activity</b>	Diabetesforeningens Årsmøde 2023
--------------------------	----------------------------------

---

<b>The Sponsorship</b>	Novo Nordisk will provide 10,000 DKK to support the Recipient's request.
------------------------	--

Novo Nordisk will not make any non-financial transfers of value.

In exchange for the sponsorship, the Recipient shall provide to Novo Nordisk the tangible benefit of: booth space, power, breakfast, lunch, two tickets to the event and recognition as a sponsor.

Novo Nordisk is the one of several sponsors of the activity.

---

<b>Agreement Duration</b>	This agreement starts on the 13 <sup>th</sup> of May 2023 and expires after all obligations are fulfilled, unless terminated earlier.
---------------------------	---

---

### 2. Recipient's Duties

**2.1 Compliance with law and ethics.** The Recipient shall comply with all applicable laws, rules, regulations, and professional standards, including those related to ethical business practices, bribery and corruption, among others. The Recipient will hold Novo Nordisk harmless against any claim or suit that arises in relation to any deviation from the above mentioned that is not due to any act or omission by Novo Nordisk.

**2.2 Carry out the Activity with proper conduct.** The Recipient shall carry out the Activity independently and in compliance with Novo Nordisk standards and industry codes, in Denmark called ENLI (Etisk nævn for lægemiddelindustrien).

---

<b>No use of funds for entertainment</b>	Do not use the sponsorship for leisure or social activities
<b>Select qualified participants</b>	Apply appropriate criteria to select participants in the Activity, including that any speakers, facilitators, and chairpersons are experts in the professional fields relevant to the Activity
<b>Reasonable payment and awards</b>	If sponsorship is used for awards or other payments to third parties, apply a reasonable rate, including following Fair Market Value for any payments to Healthcare Professionals (hereinafter refer to as 'HCPs') and patients

---

Sponsorship Agreement, DK, 2022-DEC

Local Adaptation of HQ Sponsorship Agreement v2

Page 1 of 6  
July 2021

<b>Reasonable choice of venue</b>	Hold activities in a location suitable for the Activity with modest hospitality
<b>Reasonable travel</b>	If sponsorship is used for Activity-related travel, carry out within reasonable time and cost
<b>Transparency about support towards participants</b>	The invitation for the event must clearly state that the event is being sponsored by one or more pharmaceutical companies.
<b>Separation of educational and promotional areas</b>	The educational meeting must be physically separated from the commercial areas with promotional booths.
<b>No access for the general public</b>	The commercial area with promotional booths will not be accessible for the general public; only health care professionals can have access to this area.
<b>Requirements for participants</b>	The Recipient must ensure that the Activity is addressed only to HCPs to whom promotional activities of prescription drugs can be performed (the „Participants“). The Recipient undertakes to ensure that only such authorised Participants will be admitted to the Activity.
<b>Acknowledgment of obligations towards ENLI</b>	The Recipient acknowledges that Novo Nordisk must report the sponsorship to ENLI (Etisk Nævn for Lægemiddelindustrien) in accordance with ENLI's Promotion Code.

**2.3 Physical items provided as-is.** If Novo Nordisk donates physical items, the Recipient is solely responsible for the use of such items, and shall assure proper handling and storage of sponsored items after delivery. Novo Nordisk is not liable for the Recipient's use of sponsored items and is not required to carry insurance or take any other measures to protect sponsored items after delivery. Novo Nordisk provides such items as-is and without any representation or warranty of quality or performance.

**2.4 Internal approvals.** The Recipient shall obtain all necessary approvals related to the receipt of the sponsorship.

**2.5 Inform Novo Nordisk of changes.** The Recipient shall inform Novo Nordisk of any changes affecting the request for support. If Novo Nordisk determines the change affects its compliance requirements, Novo Nordisk may demand full or partial return of sponsorship, at the discretion of Novo Nordisk. In the case of return, the Recipient shall comply within 14 days.

**2.6 Provide documentation within 1 month.** The Recipient shall provide Novo Nordisk with documentation that the sponsorship was used for its intended purpose, within 1 month of completion of the Activity. Novo Nordisk may request additional detailed documentation as needed.

**2.7 Disclose Novo Nordisk as sponsorship provider.** The Recipient shall mention Novo Nordisk as the provider of the sponsorship in any public communications or advertising related to the Activity.

**2.8 Do not use Novo Nordisk branding without approval.** The Recipient may not use Novo Nordisk's logo, trademarks or other corporate identity marks or materials without written approval of the use from Novo Nordisk.

**2.9 Allow Novo Nordisk to use Recipient's logo.** The Recipient permits Novo Nordisk to use the Recipient's logo, trademarks or other corporate identity marks in any public communications or advertising related to Novo Nordisk's sponsorship.

### 3. Requirements for Financial Sponsorships

**3.1 Payment after receipt of invoice.** Novo Nordisk will send payment after receipt of invoice to the Recipient's bank account via electronic transfer within 30 days of receiving a complete invoice. Send completed PDF invoice to: [AP-Novo-Repas@novonordisk.com](mailto:AP-Novo-Repas@novonordisk.com). Include the below information on the invoice:

- Recipient name and address
- Bank account for electronic payment: Account holder name, account number (IBAN), bank name and address, routing number or code (SWIFT/BIC in EU, ABA/ACH in USA)
- Date of invoice
- The Title of Activity and dates of activities covered by the invoice
- Sponsorship amount payable
- VAT or other tax amount payable
- Name of Novo Nordisk entity and address as stated in the introduction of this Agreement
- Novo Nordisk recipient of invoice as included below:

Name of Novo Nordisk invoice recipient      TDEG@novonordisk.com

**3.2 Refund unspent amounts.** The Recipient shall refund to Novo Nordisk any amounts not spent for the requested purposes, within 14 days after complete documentation of the Activity is provided.

4. Other Terms and Conditions

**4.1 Require Public disclosures.** To comply with applicable transparency requirements, Novo Nordisk will collect and may disclose personal information, transfers of value and details of its payment to Healthcare Professionals (“HCPs”), Healthcare Organizations (“HCOs”), and Patient Organizations. In addition to the payment amount, such disclosure may also include Name, address, contact details, nature of relationship with Novo Nordisk, tax number or unique identifier.

The Recipient will publish information on the Sponsorship on the Recipient’s webpage. The information will include the Sponsorship amount and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. The information must be available on the Recipient’s webpage no later than one (1) month after the Recipient received the Sponsorship. The information must be publicly available for at least two (2) years.

**4.2 No incentive to prescribe or recommend.** The sponsorship made by Novo Nordisk indicates no incentive or obligation for the Recipient to prescribe, recommend or otherwise support Novo Nordisk’s products or services.

**4.3 No conflict of interest.** Recipient states it is not aware of any conflict of interest related to its acceptance of the sponsorship and shall promptly inform Novo Nordisk if such conflict of interest is discovered.

**4.4 Compliance hotline.** The Recipient can report suspected misconduct through the Novo Nordisk compliance hotline. Information about using the hotline and examples of what to report can be found at [Report suspected misconduct \(novonordisk.com\)](https://www.novonordisk.com/report-suspected-misconduct).

**4.5 Termination for breach.** Either party may terminate this contract immediately upon material breach by the other party.

**4.6 Governing Law and Dispute Resolution.** The laws of Denmark govern this agreement, disregarding choice of law rules. If a dispute cannot be settled by negotiation between parties, it will be settled by the ordinary courts in that country.

5. Attachments:

The following attachments are part of this agreement:

Attachment A: Recipient’s request for support (application form, letter or email), with detailed program plan, timeline and budget

Attachment B: Sponsorships to Health Care Organizations and Patient Organizations: required public disclosures and handling of employee data

Sponsorship Agreement, DK, 2022-DEC

Local Adaptation of HQ Sponsorship Agreement v2

6. Agreed to and Accepted by:

Date: March 16, 2023

Date: March 16, 2023

On behalf of Recipient:

DocuSigned by:

Søren Biune

7AB25D4ADD43E...

On behalf of Novo Nordisk:

DocuSigned by:

Thomas Degenhardt

8509E13322094E9...

Name: Søren Biune

Name: Thomas Degenhardt

Title: Forretningschef

Title: Brand Lead

**Attachment A: Recipient's Request for Support**1. Copy of the Recipient's sponsorship request

**Sæt X i kalenderen** lørdag den 13. maj, når Diabetesforeningen tager pulsen på diabetesbehandlingen i Danmark til årsmødet 2023.

**Hvor og hvornår**

Årsmødet afholdes på ODEON i Odense kl. 9.30-12.30.

Vi sætter spot på diabetesbehandling, teknologi, kvalitet og sammenhæng i almen praksis og på tværs af sektorer. Vi lancerer en helt ny vidensportal, hvor man kan sammenligne diabetestal på tværs af kommuner og regioner. Og sidst, men ikke mindst afslører vi, hvilke tre forskere Diabetesforeningens brugerpanel har udvalgt til at modtage årets forskningslegater på hver 600.000 kr.

Vi inviterer som noget nyt både samarbejdspartnere, fagfolk, politikere, medlemmer og frivillige til en fælles dag med spændende oplæg og mulighed for at netværke. Meld dig under fanerne, når Diabetesforeningen kalder til årsmøde!

**Foreløbigt program for dagen****Diabetesbehandlingen i Danmark anno 2023 - hvor står vi i dag? Om Steno centre og diabetesteknologi**

v/ centerdirektør Troels Krarup Hansen, Steno Diabetes Center Aarhus

**Præsentation af "diabetestal.nu"**

v/ forskningschef Tanja Thybo, Diabetesforeningen

**Kvalitet og sammenhæng i diabetesbehandlingen i almen praksis og på tværs af sektorer**

v/ professor i almen medicin og praktiserende læge Jette Kolding Kristensen

**Uddeling af Diabetesforeningens forskningslegater**

Mødet afrundes med frokost kl. 12.30. (NB. deltagelse i frokosten imod egenbetaling på kr. 275).

Sponsorship Agreement, DK, 2022-DEC

Local Adaptation of HQ Sponsorship Agreement v2

Page 4 of 6  
July 2023

Har du lyst til at høre mere om Diabetesforeningens vigtige arbejde det forgangne år, er du velkommen til at deltage i foreningens repræsentantskabsmøde fra 13.30-18.00 samme sted. På mødet er der valg af nye medlemmer til Hovedbestyrelsen og prisuddelinger.

Mail med tilmelding til årsmødet følger medio februar - for nu, sæt kryds i kalenderen den 13. maj. Jeg håber at se dig til årsmøde og status på diabeteskampen 2023.

Med venlig hilsen



Claus Richter  
Adm. direktør i Diabetesforeningen



## 2. Activity timelines and budget



Novo Nordisk  
Thomas Degenhardt

København, 2. marts 2023

**Ordrebekræftelse stand leje inkl. deltagelse af to personer fra Novo Nordisk ifm. Diabetesforeningens Årsmøde 13. maj 2023 på Odion i Odense.**

Jeg har hermed fornøjelsen af at bekræfte jeres ordre på 8m2 stand til en pris på 10.000 kr. + moms. inkl. strøm, hvid dug, morgenmad, frokost samt masser af interessante indlæg.

Vi ser frem til at modtage jeres PO-nummer.

Tak for ordren og støtten

Med venlig hilsen  
Diabetesforeningen

Søren Biune

