

## DONATION AGREEMENT



Parties to this agreement:

**Diabetesforeningen**  
Stationsparken 24, st tv  
2600 Glostrup  
CVR DK-35231528

**(“Recipient”)**

**Novo Nordisk Denmark A/S**  
Att.: Nina Donde  
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 donation and purpose of the Activity. Novo Nordisk has decided to support the recipient’s request as part of its commitment to sustainable business practices.

<b>Title of Activity</b>	Support for economic analysis
<b>Purpose of the Activity</b>	The recipient shall use the donation only for the non-commercial purpose of the development of concrete political initiatives that build on the recommendations from the “Den Kroniske Kur” report. The work will incl the financial implications as well as the benefits for people with type 2
<b>The Donation</b>	Novo Nordisk will donate 290.000 dkk excl. vat to support the Recipient’s request.  Novo Nordisk will not make any non-financial transfers of value
<b>Agreement Duration</b>	This agreement starts on 06 February 2024 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).

**2.3 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 donation, at the discretion of Novo Nordisk. In the case of return, the Recipient shall comply within 14 days.

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

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

**2.6 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.

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**2.7 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 donation.

3. Requirements for Financial Donations

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

**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.

**3.3 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
- Donation amount payable
- VAT or other tax amount payable (include separately from payment amount)
- 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      Christian Klyver Tikkanen (CTIK)

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") and Healthcare Organizations ("HCOs") and Patient Organizations. In addition to the payment amount, disclosure may also include: Name, address, contact details, nature of relationship with Novo Nordisk, tax number or unique identifier.

Recipient will publish information of the donation on the Recipient's webpage. The information will include the donations 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 donations. The information must be publicly available for at least two (2) years.

**4.2 No incentive to prescribe or recommend.** The donations made by Novo Nordisk indicate 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 donation 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

Donations Agreement, DK, 2022-DEC  
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Attachment A: Recipient's request for support (application form, letter or email)

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

6. Agreed to and Accepted by:

Date: februar 7, 2024

Date: February 7, 2024

On behalf of Recipient:

DocuSigned by:

*Eva Tingkær*

310CDFAF3DD483...

On behalf of Novo Nordisk:

DocuSigned by:

*Troels Munk Jensen*

5CA1EDAB95244BB...

Name: Eva Tingkær

Name: Troels Munk Jensen

Title: Deputy Director

Title: CMR Senior Director

## Attachment A: Recipient's Request for Support

### 1. Copy of the Recipient's donation request incl. budget

29. januar 2024



Novo Nordisk

#### **Ansøgning om støtte til økonomisk analyse og Christiansborg-konference**

Diabetesforeningen vil gerne sætte diabetes endnu højere på den politiske dagsorden i det kommende år. Til dels, fordi især type 2-diabetes ikke tages alvorligt nok som sygdom og samfundsproblem, og derfor ikke bliver forstået som en nødvendig behandlingsmæssig prioritet. Aktuelt er der med regeringens Sundhedsstrukturkommission en mulighed for at sikre, at diabetes som sygdomsområde kan opnå større og bredere synlighed og prioriteres højere politisk og dermed i behandlingssystemet. Derfor er her en ansøgning til to aktiviteter, der kan bidrage til at sikre stærk politisk prioritering af kronisk sygdom og diabetes, når Sundhedsstrukturkommissionens anbefalinger skal omsættes til politiske udspil og forhandlinger.

#### **Støtte til økonomisk analyse**

Både Sundhedsstrukturkommissionens medlemmer og dens kommissorier peger på de store kroniske sygdomme som et afgørende fokusområde for kommissionen. Den kommende reform af det danske sundhedsvæsen udgør derfor et unikt vindue for at sikre fokus på diabetes som sygdomsområde og et løft af kvaliteten i diabetesbehandlingen. Derfor har Diabetesforeningen i 2023 lavet indspillet "Den Kroniske Kur" til Sundhedsstrukturkommissionen. Indspillet indeholder en række anbefalinger til, hvordan især behandlingen af type 2-diabetes skal styrkes med bl.a. kliniske retningslinjer samt mere sammenhængende forløb og tydelig ansvarsfordeling, som skal sikre, at mennesker med diabetes kan leve bedre med deres sygdom og udskyde eller undgå udviklingen af de alvorlige følgesygdomme, som lægger et stort pres på sundhedsvæsenet. Det handler bl.a. om at indrette fremtidens sundhedsvæsen sådan, at det bedst muligt løfter sygdomsmestring, egenmonitorering, compliance på medicin, behandling og handlemuligheder ift. forebyggende levevis for den meget store og voksende gruppe af mennesker med diabetes.

For at sikre indflydelse - og en stærk prioritering af diabetesområdet - i den politiske proces, der forventeligt igangsættes, når Sundhedsstrukturkommissionen har fremlagt sin rapport i foråret, vil Diabetesforeningen lave et konkret politisk indspil, der estimerer omkostningerne ved at gennemføre anbefalingerne fra "Den Kroniske Kur" samt estimerer den samfundsøkonomiske gevinst ved at investere i bedre behandling af diabetes. Det foreslås, at den økonomiske analyse udarbejdes af uafhængige eksperter, således at den kan bidrage til, at der sættes samfundsøkonomisk fokus på diabetesområdet fra flere sider.

Den økonomiske analyse skal både belyse de forventede omkostninger ved det løft af behandlingen, som er skitseret i "Den Kroniske Kur", samt de dynamiske effekter og samlede samfundsøkonomiske gevinster ved en

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Telefon 66 12 90 06  
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styrket behandling af især type 2-diabetes og dermed undgåelse af omkostninger til følgesygdomme. Den økonomiske analyse skal bringes i spil som input til de politiske forhandlinger, der forventes igangsat i foråret 2024 - med henblik på at sikre, at diabetes som sygdomsområde bliver økonomisk prioriteret fx som led i udmøntning af regeringens bebudede 'sundhedspakke' på 5 mia. kr. årligt.

Den økonomiske analyse foreslås varetaget af Kraka Advisory, hvis tilbud på analysen er vedhæftet. Diabetesforeningen ønsker at gøre brug af den del af tilbuddet, som omhandler selve den økonomiske analyse, mens vi selv vil kunne forestå kommunikationsopgaverne.

Tilbuddet på analysen lyder på 500.000 kr. eks moms. Diabetesforeningen er imidlertid kun delvist momsfrataget, hvorfor Diabetesforeningens udgifter til analysen reelt er 601.000 kr. Det er derfor dette beløb, der bruges som udgangspunkt for ansøgning om midler.

Analysen ønskes støttet af flere forskellige medicinalvirksomheder, og foruden Novo Nordisk er der således søgt og givet tilsagn om støtte hos Boehringer-Ingelheim, Sanofi og Bayer til denne analyse.

Boehringer-Ingelheim har givet tilsagn om 100.000 kr.

Bayer har givet tilsagn om 111.000 kr.

Sanofi har givet tilsagn om 100.000 kr.

Anmodning om støtte fra Novo Nordisk til at dække det resterende budget på analysen af samfundsmæssige omkostninger og gevinster er således: 290.000 kr. eks moms.

Analysen foretages februar-april 2024, lanceres i hhv. maj-september bl.a. i forbindelse med konferencen Sundhedspolitisk Åbningsdebat 2024.



Analyseoplæg til  
Diabetesforeningen



diabetesforeningen  
\_den-kroniske-kur\_2

## **Attachment B**

### Donations to HCOs and Patient Organisations: required public disclosures and handling of employee data

Novo Nordisk, as a member of EFPIA (the European Federation of Pharmaceutical Industries and Associations), is required to make public the details of payments or in-kind transfers made to Recipient.

Novo Nordisk will publish information relating to this Donation on Novo Nordisk's website (<https://www.novonordisk.dk/about/etiske-regler.html>). According to local regulations Novo Nordisk may in addition make this Donation Agreement publicly available.

The Recipient shall provide to Novo Nordisk upon request all information reasonably required for Novo Nordisk's compliance with legal and/or regulatory requirements for contracting, tracking and disclosing transfer of values (ToVs) to the Recipient.

Recipient will publish information on the Donation on the Recipient's webpage. The information will include the Donation amount and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. Publication must be made ensuring that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's webpage no later than one (1) month after the Recipient received the Donation. The information must be publicly available for at least two (2) years.

Novo Nordisk hereby informs the Recipient that information about the Recipient is collected, used, stored, transferred and disclosed (collectively "Processed") by or on behalf of Novo Nordisk. Novo Nordisk processes information such as name, business address, contact details, nature of relationship with Novo Nordisk, tax number, unique identifier, and any ToVs from Novo Nordisk to the Recipient.

Whenever the Recipient shares with Novo Nordisk information about its employees, the Recipient shall inform the employees that their information is being shared and provide them with all information required under Article 13 and 14 of the General Data Protection Regulation, if applicable, and under other applicable data privacy laws. The Recipient shall indemnify Novo Nordisk and any affiliate of Novo Nordisk against all claims, expenses, losses and damages or liabilities arising from the Recipient's breach of its obligations to provide this information to its employees.