

## GRANT AGREEMENT



Parties to this agreement:

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

**Novo Nordisk Denmark A/S**  
 Att.: Nina Donde  
 Kay Fiskers Plads 10, 7 floor  
 2300 København S  
 CVR No. 38180045

(“Recipient”)

(“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 grant and purpose of the Activity. Novo Nordisk has decided to support the recipient’s request as part of its commitment to advance healthcare and science.

<b>Title of Activity</b>	A new guidance booklet for people with diabetes called “Kidney and Diabetes” and “heart and Diabetes”
<b>Purpose of the Activity</b>	The recipient shall use the grant only for the healthcare-related purpose of ensuring that the Diabetes association is able to produce and distribute the most up.  <i>The recipient’s purpose must not involve promotion of any pharmaceutical product.</i>
<b>Grant amount</b>	Novo Nordisk will provide 300,000 DKK, including added tax if applicable, 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 3rd of July 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 without Novo Nordisk influence, and in compliance with Novo Nordisk standards and industry codes such as IFPMA and EFPIA. Such proper conduct of the Activity includes, but is not limited to:

<b>No use of funds for entertainment</b>	Do not use the grant for leisure or social activities
<b>No use of product names</b>	Do not use trade and advertising names of medicinal products in any content or materials used for the Activity
<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</b>	If grant is used to provide 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

<b>Reasonable choice of venue</b>	Hold activities in a location suitable for business meetings with modest hospitality
<b>Reasonable travel</b>	If grant is used for Activity-related travel, carry out within reasonable time and cost
<b>Acknowledgment of obligations towards ENLI</b>	The Recipient acknowledges that Novo Nordisk must report the grant to ENLI (Etisk Nævn for Lægemedelindustrien) in accordance with ENLI's Promotion Code.

- 2.3 Internal approvals.** The Recipient shall obtain all necessary approvals related to the receipt of the grant.
- 2.4 Provide documentation within 1 month.** The Recipient shall provide Novo Nordisk with documentation that the grant was used for its intended purpose, within 1 month of completion of the Activity. Novo Nordisk may request additional detailed documentation as needed.
- 2.5 Inform Novo Nordisk of changes.** The Recipient shall inform Novo Nordisk of any changes affecting the request for support. Novo Nordisk may increase, decrease, withdraw or require full or partial repayment of the grant as a result of the changes. In the case of repayment, the Recipient shall refund Novo Nordisk the requested amount within 14 days.
- 2.6 Refund unspent amounts.** The Recipient shall refund Novo Nordisk any amounts not spent for the requested purposes, within 14 days after complete documentation of the Activity is provided.

**2.7 Disclose Novo Nordisk as grant provider.** The Recipient shall mention Novo Nordisk as the provider of the grant in educational materials developed through the grant, as well as in any public communications or advertising related to the Activity.

**2.8 Required public disclosures.** Novo Nordisk will publish information relating to this grant on Novo Nordisk's website ([www.novonordisk.dk](http://www.novonordisk.dk)). According to Danish regulation Novo Nordisk may in addition make this Grant 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.

The Recipient will publish information on the grant on the Recipient's webpage. The information includes the grants 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 Grant. The information must be publicly available for at least two (2) years.

**2.9 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.

**2.10 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 grant.

### 3. Payment and Invoice Requirements

**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
- Grant 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      Nina Donde NDO

4. Other Terms and Conditions

- 4.1 **Disclosure of Transfers of Value.** 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”). 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.
- 4.2 **No conflict of interest.** Recipient states it is not aware of any conflict of interest related to its acceptance of the grant and shall promptly inform Novo Nordisk if such conflict of interest is discovered.
- 4.3 **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://novonordisk.com).
- 4.4 **No incentive to prescribe or recommend.** The payments made by Novo Nordisk indicate no incentive or obligation for the Recipient to prescribe, recommend or otherwise support Novo Nordisk’s products or services.
- 4.5 **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**

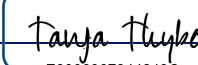
The following attachments are part of this agreement

Attachment A: Recipient’s request for support (application form, letter or email) and budget.

6. Agreed to and Accepted by:

Date: July 7, 2023

On behalf of Recipient:  
DocuSigned by:



Name: Tanja Thybo  
E8906967344243C...

Title: Chef for Forskning & Viden

Date: July 7, 2023

On behalf of Novo Nordisk:  
DocuSigned by:



Name: Nina Donde  
8FEFF056BA0F4B3...

Title: CMR Business Partner

Date: July 7, 2023

On behalf of Novo Nordisk:  
DocuSigned by:



Name: Troels Munk Jensen  
5CA1EDAB95244BB...

Title: CMR Sr. Director

## Appendix A: Recipient's Request for Support

### 1. Copy of the Recipient's sponsorship request and budget

16. januar 2023



Novo Nordisk Denmark A/S  
Att. Thomas Bille Winkel

#### **Ansøgning om støtte til udvikling af ny vejledning "Nyrerne og Diabetes" samt opdatering af Type 2-vejledningen og "Hjertet og Diabetes" til mennesker med diabetes.**

Diabetesforeningen står foran udviklingen af en ny vejledning om nyrerne og diabetes, som der er stor efterspørgsel på hos både mennesker med diabetes og behandlere. Desuden står vi overfor at opdatere vejledningen om type 2-diabetes, samt vejledningen Hjertet og Diabetes. De nuværende vejledninger er udleveret til flere end 150.000 personer med diabetes over de seneste år.

Formålet med vejledningerne er at give mennesker med diabetes en god forståelse for sygdommen, motivere til ændrede vaner, og gøre dem enkle i stand til at have den bedst mulige egenomsorg, og tackle både de fysiske og psykiske aspekter af det at leve med en kronisk sygdom.

Den nye vejledning Nyrerne og Diabetes vil hjælpe med vejledning i, hvad der er hensigtsmæssigt ift. at undgå nyresygdomme samt hvordan livet med diabetes og en medfølgende nyresygdom bedst håndteres. Desuden vil vi gennemgå de farmakologiske muligheder indenfor nyresygdom.

Hjertet og Diabetes vil vi også opdatere med nyeste viden på området samt tilføje ny medicin til beskrivelserne af behandlingsmuligheder.

**Vejledningen for type 2-diabetes** ([https://diabetes.dk/media/x2mjjyx/type-2\\_vejledning.pdf](https://diabetes.dk/media/x2mjjyx/type-2_vejledning.pdf)) berører i dag bl.a. følgende temaer:

- Ny med diabetes
- Et godt liv med diabetes
- Følgesygdomme
- Diabetes og psyken
- Behandling og målsætninger

Vi vil opdatere vejledningen med afsnit om fordelene ved brug af digitale forløbsplaner samt opdateret viden om blodsuktermåling og type 2-diabetes.

Herudover vil vi gerne udbrede viden fra de tre vejledninger på vores hjemmeside samt lave webinarer og sidst, men ikke mindst sende som

- Stationsparken 24, st. tv.  
2600 Glostrup
- Telefon 66 12 90 06
- Fax 65 91 49 08  
info@diabetes.dk  
www.diabetes.dk
- CVR-nr. DK-35 23 15 28



samlet pakke til behandlerne, således, at de er opdaterede og kan klæde mennesker med diabetes godt på.

Type 2-vejledningen udarbejdes i samarbejde med DES og DSAM, og de to vejledninger om hjerte og nyrer skrives i samarbejde med hhv. førende kardiologer og nefrologer.

Vi planlægger at trykke et 1. oplag på

- Type 2 vejledningen 25.000 stk.
- Hjertet og Diabetes 15.000 stk
- Nyrerne og Diabetes 15.000 stk.

Diabetesforeningen søger Novo Nordisk Denmark A/S om i alt DKK 300.000 til udvikling, opdatering og udgivelse af **Nyrerne og Diabetes, Hjertet og Diabetes** samt **Type 2-vejledningen**.

Ethvert bidrag er velkomment, og hvis ønsket, bringer vi logo fra bidragsydere på indersiden af omslaget.

Projektbudget:

Projektlejelse og fagspecialister	200.000
Honorarer til eksterne specialister	50.000
Foto, illustrationer og layout	80.000
Udvikling af webinarer	50.000
Produktion og distribution	550.000
Kampagne målrettet behandlere	150.000
Kampagne målrettet patienter	100.000
<b>Total</b>	<b><u>1.180.000</u></b>

Med venlig hilsen

Tanja Thybo, ph.d.  
Chef for Forskning & Viden

tth@diabetes.dk  
+45 41 91 88 11