

**GRANT AGREEMENT**

Parties to this agreement:

**Hjernesagen**

Blekinge Boulevard 2  
2630 Taastrup  
Denmark  
CVR No. 17232932

("Recipient")

**Novo Nordisk Denmark A/S**

Att.: Tobias Speerschneider  
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 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>	Oplysning om hjernen og hvordan vi holder den sund
<b>Purpose of the Activity</b>	The recipient shall use the grant only for the healthcare-related purpose of disseminate knowledge about brain function, brain health, and knowledge about how to support brain health. At the same time, the events contribute to an increased local awareness of Hjernesagen's work and offers, and offers of social inclusion.  <i>The recipient's purpose must not involve promotion of any pharmaceutical product.</i>
<b>Grant amount</b>	Novo Nordisk will provide 170,000 DKK including 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 the 5 <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.

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**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>Transparency about support towards participants</b>	The invitation for the event must clearly state that the event is being supported by one or more pharmaceutical companies.
<b>Acknowledgment of obligations towards ENLI</b>	The Recipient acknowledges that Novo Nordisk must report the grant to ENLI (Etisk Nævn for Lægemiddelindustrien) 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-Novno-Repas@novonordisk.com](mailto:AP-Novno-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 Charlotte Jensen, CJZY

### 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://www.novonordisk.com/report-suspected-misconduct).

**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 and detailed budget

### 6. Agreed to and Accepted by:

Date: 12 april 2023

On behalf of Recipient:

DocuSigned by:

*Birgitte Hysse Forchhammer*

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Name: Birgitte Hysse Forchhammer

Title: Direktør, CEO

Date: 31 March 2023

On behalf of Novo Nordisk:

DocuSigned by:

*Tobias Speerschneider*

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Name: Tobias Speerschneider

Title: Senior OSCD Market Development Manager

Date: 12 April 2023

On behalf of Novo Nordisk:

DocuSigned by:

*Troels Munk Jensen*

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Name: Troels Munk Jensen

Title: Senior Director CMR

## Appendix A: Recipient's Request for Support

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



## Ansøgning Novo Nordisk om midler til oplysning om hjernen og hvordan vi holder den sund:

### Baggrund

Hjernesagen er en patientorganisation, der arbejder for at forebygge stroke (blødning eller blodprop i hjernen) og forbedre forholdene for de over 300.000 danskere, der, som ramte eller pårørende, lever med følgerne efter stroke.

En central del af Hjernesagens arbejde er at udvikle lokale tilbud om undervisning med oplysning om hjernen og hvordan man som borger selv kan bidrage til at forebygge hjernesygdomme.

Det er afgørende for Hjernesagen, at den information vi viderebringer bygger på et solidt fagligt grundlag.

En del af dette arbejde udføres i samarbejde med frivillige i vores 30 lokalforeninger. Lokalforeninger tilbyder også socialt samvær, og en mulighed for at møde andre ligesindede og bryde den sociale isolation, som mange strokeramte oplever bl.a. fordi handicap, i form af for eksempel lammelser eller afasi, begrænser deres muligheder for at komme ud og være sammen med andre.

Hjernesagen vil på den baggrund ansøge Novo Nordisk om støtte til at afholde fem arrangementer med fagligt velanskrevne foredragsholdere. Det er planen at afholde et arrangement i hvert af landets regioner, og involvere vores lokale frivillige i arbejdet med at planlægge og gennemføre arrangementerne.

### Formål

Formålet er at udbrede viden om hjernens funktion, om hjernesundhed, og kendskab til, hvordan man selv kan understøtte hjernesundhed. Samtidig bidrager arrangementerne til en øget lokal opmærksomhed på Hjernesagens virke og tilbud, og tilbud om social inklusion.

### Målgruppen

Målgruppen er, ud over Hjernesagens medlemmer, alle, der ønsker oplysning om bedre hjernesundhed. Vi regner med, at hver arrangement kan tiltrække mellem 100 og 150 deltagere.

### Foredrag

Vi ønsker at tilbyde følgende foredragsarrangementer:

"Bevæg dig hjernesundt" ved professor Bente Klarlund.

"Maden – vejen til en sund hjerne" ved neurogastronom Rasmus Bredal

"psykologiske reaktioner hos patient og pårørende herunder muligheder for hjælp" ved Hjernesagens direktør Birgitte Hysse Forchhammer, Cand.psych., Ph.d.

Vi forestiller os, at de mest velbesøgte arrangementer gentages, så der i alt afholdes 5 regionale foredrag.

**Budget:**

5x løn til foredragsholdere	90.000
Transport	5.000
Leje af lokaler	50.000
Administration, herunder annoncering	25.000
I alt	170.000

**Information og annoncering**

Oplysning om arrangementerne deles via opslag på Hjernesagens Facebook (6700 medlemmer) og Instagram, på Hjernesagens hjemmeside, Nyhedsbrev, i foreningens magasin Hjernesagen og artikler/annoncer i lokalpressen.

