

Collaboration Agreement Patient Organisation

between

Bayer A/S
Company registration number(CVR) 16 08 98 18
Arne Jacobsens Allé 13, 6.
2300 København S
Denmark
(**"Bayer"**)

and

Danmarks Bloderforeningen
Kompagnistraede 22, sal baghuset
1208 København K
CVR 11 80 29 90
(**"Organisation"**)

Bayer and Organisation jointly referred to as "Parties".

Hereby the Parties agree as follows:

1. Project description

The Danish Haemophilia Society was established in 1970. At the same time factor therapy was introduced in Denmark. The first important task of the Danish Haemophilia Society was to persuade the Danish authorities to establish haemophilia treatment centres and to locate and inform people living with haemophilia about the new opportunities that the therapy opened to them.

Organisation is active in the field of *Haemophilia*. Bayer is active in the field of *Haemophilia*. The Parties have agreed to collaborate on a project named "podcast and video about Bloderliv anno 2020"

In 2020 the Danish bleeding association had planned to hold its anniversary meeting in April but decided to cancel due to Covid-19. Instead the association wants to convert the professional programme for the annual meeting into some digital productions that can be shared on social media and on the association's website. Production will cover both medical developments over

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50 years, pain and pain management, as well as training and life with bleeding disease anno 2020.

Bayer will sponsor this project ("**Project**").

The project is set out to be conducted in accordance with relevant laws and regulations including, but not limited to, the Ethical rules for Collaboration with Patient Groups etc. (Patientforeningskodeks) effective from 1/1- 2017, until further notice.

2. Parties obligations

- 2.1. Bayer shall provide financial support to the event.
- 2.2. The Organisation shall *develop and execute the podcast and the movie*.

3. Finance

- 3.1.1. Bayer has committed to finance the Project with the amount of DK 33 000 (*thirty three thousand Danish Kroner*). Bayer's finance is to support the production of the podcast and video. The finance shall not be used for other costs such as; social activities, costs for ordinary business, internal activities or otherwise in conflict with applicable laws and regulations.
- 3.2. Any payments made by Bayer will be upon receipt of a proper invoice (to be issued in the name and on the letterhead of the Organisation) including reference- Purchase Order number and which meets all requirements according to applicable VAT requirements. Bayer shall pay within 45 days from receipt of the correct invoice.
- 3.3. Payment will be administrated and invoiced by *Bloderforeningen* to Bayer on the following address.

Invoice address:
Bayer A/S
c/o Invoice reception point
D-51368 Leverkusen
Germany

Reference: 750154233

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4. Transparency

- 4.1. The Parties agree that the content of this agreement can at any time be disclosed to a third party on request.
- 4.2. The parties agree that Bayer will upload the content of this Agreement on their website no later than project start and have it published until at least six months after the collaboration has ended.
- 4.3. The Parties declare that this Agreement is not in any way associated with any business or sales activities between the Parties hereto and in particular Organisation is by no means obligated to prescribe, recommend or purchase any goods from Bayer.
- 4.4. The parties agree that Bayer will at the end of each calendar year submit information regarding the collaboration to LIF in accordance with the applicable ethical rules.
- 4.5. The Parties warrant that the collaboration subject to this Agreement is in no way associated with influencing the Organisations opinions on professional and political issues.
- 4.6. The Parties declare that this Agreement is not in any way associated with any business or sales activities between the Parties hereto and in particular Organisation is by no means obligated to prescribe, recommend or purchase any goods from Bayer.
- 4.7. Bayer warrants that it does not hold any position within the organisation which might cause any unethical conflicts of interest for the purpose of this Agreement.

5. Contact

- 5.1. Bayer has appointed *Lars Lunau*, lars.lunau@bayer.com, +45 45235274 contact person for enquires regarding this Agreement.

Organisation has appointed *Karen Binger Holm*, kbh@bloederforeningen.dk, mobile 60 24 62 77 as a contact person for enquiries relating to this Agreement

6. Usage of Logo- intellectual property trademark etc.

The parties should not use each other's logos without a prior written consent. When acquiring such consent, the requesting Party shall state for which specific purposes and in which way the logo and name shall be used.

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7. Term

Duration of the project is *end of 2021*

This contract comes into force of *upon signature of both Parties* and continues until end of 2021.

8. Termination

If either Party is in breach or default in the performance of its obligations under this Agreement, and such breach or default continues for thirty (30) days after written notice by the other Party, may the non-breaching or non-defaulting Party have the right to terminate the Agreement with immediate effect.

9. Adverse Event/Product Technical Complaint

Under EU legislation Bayer and its contracted partners are obliged to fulfil certain Pharmacovigilance responsibilities stated in the Good Pharmacovigilance Practice (GVP) and relevant guidelines. Therefore Organisation agrees to provide to Bayer written reports of all Adverse Events, Product Technical Complaints regarding Bayer product(s) and service(s) covered by this Agreement that come to their attention by fax (+46 8 580 224 02) or e-mail (drugsafety.scand@bayer.com) within one (1) business day from receipt of information.

All known cases of exposure during pregnancy (including paternal exposure) and breastfeeding, misuse, abuse, lack of drug effect, overdose (accidental and intentional), medication error/use error, drug dependency, suspected transmission of an infectious agent, withdrawal syndrome, drug interactions, occupational exposure, off-label use, or unexpected Product benefit with respect to the Product(s) must be reported in the same manner as an Adverse Event /Product Technical Complaint.

For the purposes of this Agreement, an "Adverse Event" shall mean any untoward medical occurrence in a patient administered the Bayer product, which does not necessarily have to have a causal relationship with this treatment. A "Product Technical Complaint" is any report (written, electronic or verbal communication) about a potential or alleged failure of the Bayer product in its quality (including the identity, durability, reliability, safety, efficacy or performance) or suspected counterfeit. The complaint may or may not represent a potential risk to the patient.

10. Miscellaneous

- 10.1. This Agreement contains the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and duly signed by the Parties. If any provision of this Agreement is or becomes invalid or unenforceable, shall this not affect the remaining provisions

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hereof. The Parties shall in this case replace the invalid or unenforceable provision with a provision that is as close as possible to the economic effect of the invalid or unenforceable provision.

- 10.2. This Agreement shall be construed, controlled and interpreted by the Laws of Denmark. The Parties agree to the exclusive jurisdiction of the Copenhagen District Court as first instance.

This Agreement has been executed in two (2) copies, with each party receiving one (1) copy.

Copenhagen 29/6-2021
(Place) (Date)
ORGANISATION

 **Danmarks Bløderforening**
Signature Kompagnistræde 22, 2.
1208 København K
Tlf. 33 14 55 05
KAREN BØRRE HØLLUND, CEO CVR-nr. 11 80 29 90
Clarification of signature, title

(Place) (Date)
BAYER A/S

(Place) (Date)
BAYER A/S

Cecilia Berndt
Signature
Cecilia Berndt
Brand & SalesManager Hematology
Jun 11 2021 11:46 AM DocuSign

Clarification of signature, title

Marianne Eriksson
Signature
Marianne Eriksson
Head of MAPAS Scandinavia
Jun 11 2021 2:12 PM DocuSign

Clarification of signature, title

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