



FINANCIAL CONTRIBUTION AGREEMENT

This Financial Contribution Agreement (“Agreement”) is made between:

SANOFI A/S, a company duly organized under the laws of Denmark under the business identity number 19064301 and having its registered office located at Vibenshuset, Lyngbyvej 2, 2100 København Ø - Denmark (hereinafter referred to as “Sanofi”)

and

Diabetesforeningen, Stationsparken 24. st. tv., 2600 Glostrup, Denmark (“Recipient”)

WHEREAS

- A. Sanofi is a diversified human healthcare Sanofi engaged in the research, design, development, production, marketing, distribution and sale of medicinal products and services;
- B.
- C. Recipient is a patient association working towards enhancing the quality of life for people with diabetes and their relatives, improving the possibilities for diabetes treatment, and preventing diabetes as well as its complications;
- D. Recipient organizes an economic analysis related to their submission, “Den Kroniske Kur”, to the Danish Sundhedsstrukturkommission. This submission includes a number of recommendations for how the treatment of diabetes and comorbidities should be strengthened, e.g., via clinical guidelines as well as more coherent treatment plans and a clearly defined division of responsibilities. This will help ensure that people with diabetes can gain a better quality of life with their disease and postpone or avoid the development of serious comorbidities, which put a lot of pressure on the healthcare system. Among other things, it focuses on how to design a healthcare system that promotes disease management, self-monitoring, medication compliance, treatment and preventive lifestyle choices for the large and growing group of people med diabetes. To ensure influence and a strong prioritization of the diabetes area in the political process, which is expected to begin when the Sundhedsstrukturkommission presents their report this Spring, the Danish Diabetes Association will prepare a concrete, political submission, which estimates the costs of implementing the recommendations put forth in “Den Kroniske Kur”, as well as the socioeconomic benefits of investing in an improved treatment of diabetes. It is suggested that the economic analysis be prepared by independent experts, so that it can contribute to a socioeconomic focus on the diabetes area from multiple angles (the “Project”).
- E. Recipient has requested Sanofi to support Recipient in the Project by means of a financial contribution and Sanofi has agreed to do so;

NOW THEREFORE, the parties hereto agree as follows:

1. Obligations of Sanofi



- 1.1 Subject to the terms and conditions of this Agreement, Sanofi shall support the Project by means of a financial contribution in the amount of € 13,407.32 (DKK 100.000) (the “Financial Contribution”).
- 1.2 The Financial Contribution will be paid within 30 (thirty) calendar days following the receipt of an invoice, which is to be sent after the effective date of this Agreement.
- 1.3 Invoices must contain the following information:
 - Sanofi name and address
 - Sanofi’s VAT registration number:
 - Sanofi’s Purchase Order number *PO number to be provided later*
 - Invoice date
 - Unique invoice number
 - Recipient’s bank account details

Bank Account Number
Name and Address of Bank
IBAN code
BIC / SWIFT code
 - Any VAT references as required (Recipient is responsible for the correct VAT treatment)
- 1.4 Invoices should be sent by e-mail to sanofidk.invoices@recall.se (one PDF or TIFF file per message) containing one request for payment and any attachments."

2 Obligations of Recipient

- 2.1 The Financial Contribution is given solely for the organization of the Project and shall not be used by Recipient for any other purpose without Sanofi’s prior written consent.

A more detailed description of the Project, including a budget, is attached hereto as Exhibit A.
- 2.2 Recipient acknowledges the fact that Sanofi is a pharmaceutical company and can only financially support the Project if the Project as such meets the requirements of the EFPIA Member Association’s Code of Practice in the country. In view thereof, Recipient represents and warrants that in the organization of the Project it shall abide by aforesaid requirements and, more generally, refrain from any acts and activities that (may) affect the legitimacy of Sanofi’s Financial Contribution.
- 2.3 At Sanofi’s request, Recipient shall fully disclose to Sanofi how the Financial Contribution has actually been spent.
- 2.4 Recipient shall clearly and legibly state in its communications related to the Project that the Project was ‘sponsored by Sanofi’ or ‘made possible in part by Sanofi.
- 2.4 In return for the Financial Contribution provided by Sanofi, Recipient shall provide the following consideration: no expected return besides those required by local legislation on transparency of sponsorship or alike.

3. Transparency



3.1 Parties agree that the Financial Contribution made by Sanofi under this Agreement is subject to the provisions on disclosure of transfers of value between pharmaceutical companies, patient organizations and healthcare organizations as set forth in the EFPIA Member Association's Code of Practice in Recipient's country of registration (the "National Code of Practice").

3.2 Parties agree that Sanofi's local affiliate in Recipient's country of registration, Sanofi A/S, will take care of disclosure of the Financial Contribution in accordance with the relevant provisions of the National Code of Practice. To that end, Recipient hereby authorizes Sanofi to share with its local affiliate all information and details pertaining to Recipient and this Agreement as Sanofi's local affiliate may require for disclosure purposes in line with the National Code of Practice.

4. Data Protection

The Parties will process all personal data obtained during the term of this Agreement in accordance with applicable data protection laws and regulations including but not limited to the General Data Protection Regulation (EU) 2016/679 and its amendments.

5. Compliance Undertakings

5.1 Parties represent and warrant that

- in the execution of this Agreement they will comply with all applicable laws and (self-) regulations, including - but not limited to - the National Code of Practice (as defined in Article 3.2 above), data protection and anti-bribery legislation such as the UK Bribery Act 2010; and
- they, and where relevant, their directors, officers, employees, agents or subcontractors shall not, directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any government official, healthcare professional or person affiliated with a healthcare organization to obtain or retain business or secure improper advantage to Sanofi.

5.2 Parties acknowledge that the Financial Contribution of Sanofi does not take effect and is not intended to take effect as an incentive or reward for Recipient's past, present or future willingness to prescribe, administer, recommend (including formulary recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by Sanofi or as an incentive to grant an interview for any sales or marketing purposes.

6 Miscellaneous

6.1 During the term of this Agreement and thereafter, each party shall keep in trust and confidence and not disclose to others all information it receives from the other party, provided however that these non-disclosure obligations do not apply to such (portion of) information that (i) at the time of disclosure is available in the public domain, (ii) after disclosure becomes available in the public domain through no fault of the receiving party, (iii) is required to be disclosed under applicable laws or (self-) regulations, including the National Code of Practice (as defined in Article 3.2 above), or (iv) is already in the possession of the other party.

6.2 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided however that Sanofi may assign this



Agreement to any of its affiliates or to a successor to its business (whether by merger, a sale of all or substantially all of its assets relating to this Agreement, a sale of its capital stock, or otherwise).

6.3 Either party may terminate this Agreement with immediate effect by written notice to the other party, if the other party commits a breach of this Agreement and the breach is not remedied within thirty (30) days after service of written notice requiring the same. If a party terminates this Agreement in accordance with this Article 6.3, the other party shall not be entitled to any compensation, indemnity or damages or other payment in respect of such termination. Article 3, Article 5.0, Articles 7.2 and 7.3 and all other provisions of this Agreement, including any Exhibit, that expressly or by their nature survive termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination.

6.4 Sanofi shall have the right during the term of this Agreement and three (3) years thereafter to audit whether Recipient's use of the Financial Contribution is in accordance with this Agreement.

7. Effective Date, Governing Law and Dispute Resolution

7.1 This Agreement becomes effective when signed by an authorized representative of each party. A signed Agreement may be delivered by any reasonable means, including facsimile or other electronic transmission

7.2 The Agreement shall be governed by the laws of Denmark without reference to its conflict of laws provisions. The Parties shall try to solve by prior good faith negotiations any difficulties that may arise between them in the performance or construction of the Agreement. Should the Parties fail to reach an agreement, the Parties agree to submit the dispute to the exclusive jurisdiction of the competent court of Copenhagen, notwithstanding plurality of defendants, summary proceedings or impleader.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

SANOFI

Signature: 
Birgitte Fyhn (Mar 6, 2024 13:14 GMT+1)

Date: 06-Mar-2024

Name: Birgitte Fyhn

Title: Head of Market Access &
External Affairs Denmark

Recipient

Signature*: 
Eva Tingkær (Mar 7, 2024 15:19 GMT+1)

Date: 07-Mar-2024

Name: Eva Tingkær

Title: Vicedirektør, Public Affairs og Fonde

EXHIBIT A Project description

Ansøgning om støtte til økonomisk analyse

Diabetesforeningen vil gerne sætte diabetes endnu højere på den politiske dagsorden i det kommende år. Til dels, fordi især type 2-diabetes og følgesygdomme ikke tages alvorligt nok som hverken behandlingsområde eller 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 sygdoms-område kan opnå større og bredere synlighed og prioriteres højere politisk og dermed i behandlingssystemet. Derfor er her en ansøgning om støtte til en stærk politisk prioritering, når Sundhedsstrukturkommissionens anbefalinger skal omsættes til politiske udspil og forhandlinger.

Støtte til økonomisk analyse

Både Sundhedsstrukturkommissionens medlemmer og dens kommissorie 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 sygdoms-område 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 diabetes og følgesygdomme 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 samfundsøkonomiske gevinster ved en 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 og følgesygdomme som sygdoms-område 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 - og det detaljerede tilbud på analysen vedlægges som bilag til denne ansøgning.

Periode: Analyse foretages jan-april 2024, lanceres i hhv. maj-september bl.a. i forbindelse med konferencen Sundhedspolitisk Åbningsdebat 2024. Samlet projektbudget: 600.000 kr. eks moms. Analysen ønskes støttet af flere forskellige medicinalvirksomheder, og foruden Sanofi søges der midler hos Boehringer-Ingelheim, Bayer og Novo Nordisk til denne analyse.

Anmodning om støtte fra Sanofi på 100.000 kr.



BUDGET

Vi tilbyder at udføre analysen for en samlet pris på 600.000 kr. ekskl. moms, inkl. alle omkostninger forbundet med analysearbejdet.

"Støtte til kommunikation" består af:

- Offentliggørelse af analyse på egne platforme (hvis ønsket), inkl. kampagne på sociale medier
- Udarbejdelse af faktaark
- Powerpoint-præsentation
- Kvalitetssikring og sparring ifm. kommunikationsmateriale, Diabetesforeningen udarbejder
- Deltagelse / præsentation på konference

Alle priser er ekskl. moms

Aktivitet	Pris i kr.
Analyse. Afrapportering i teknisk dokumentationsnotat	500.000
Støtte til kommunikation	100.000
I alt projekt inkl. udlæg	600.000