

## DONATION AGREEMENT



Parties to this agreement:

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

**(“Recipient”)**

**Novo Nordisk Denmark A/S**  
Att.: Troels Munk Jensen  
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>	Workshops sharing insights from Novo Nordisk Research and Insights Team
<b>Purpose of the Activity</b>	The recipient shall use the knowledge that Novo Nordisk has collected, including knowledge from the French Diabetes Association. This information can give the Diabetesforeningen valuable knowledge into the daily life and challenges people with diabetes face. It can thereby help improve the lives of people with diabetes living in Denmark.
<b>The Donation</b>	Time and knowledge
<b>Agreement Duration</b>	This agreement starts on 08.09.2023 and expires after all workshops have been held.

### 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, 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.

**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 Donations of Physical Items**

**3.1 The donation provided as-is.** The Recipient is solely responsible for the use of the donation and shall assure proper use of the donation. Novo Nordisk is not liable for the Recipient's use of the donation. Novo Nordisk provides such donation as-is and without any representation or warranty of quality or performance.

**4. Other Terms and Conditions**

**Require Public disclosures.** The Recipient acknowledges that Novo Nordisk must disclose information related to the donation on its website ([www.novonordisk.dk](http://www.novonordisk.dk)) and report the donation to ENLI (Etisk Nævn for Lægemiddelindustrien) in accordance with ENLI's Patient Organization Code.

**4.1 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.

**4.2 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.

**4.3 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 \(novonordisk.com\)](http://Report%20suspected%20misconduct%20(novonordisk.com)).

**4.4 Termination for breach.** Either party may terminate this contract immediately upon material breach by the other party.

**4.5 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. Agreed to and Accepted by:**

Date: september 7, 2023

Date: September 11, 2023

On behalf of Recipient:

DocuSigned by:

*Sebastian Erbo Hoffmann*

On behalf of Novo Nordisk:

DocuSigned by:

*Troels Munk Jensen*

Name: Sebastian Erbo Hoffmann

Name: Troels Munk Jensen

Title: Marketing Manager

Title: CMR Senior Director

**Attachment A:Request for Donation**

30. august 2023



Novo Nordisk Danmark A/S  
Att. Markus Hochmuth

**Vedr.: Sponsorat**

Jeg håber, at denne ansøgning finder jer i bedste velbefindende.

Vi skriver for at ansøge om muligheden for et samarbejde, hvor Novo Nordisk Danmark A/S deler omfattende viden om livet med type 2-diabetes gennem to halvdags workshops, som skal inspirere Diabetesforeningen til at udvikle nye aktiviteter rettet mod type 2 diabetespatienter.

- Workshoppen(e) vil finde sted hos Diabetesforeningen. Der vil ikke være betaling involveret.
- I deler Novo Nordisks indsigter gennem antropologiske tilgange og forskning, herunder studie fra den franske diabetesforening, der kan give Diabetesforeningen en unik indsigt i patienternes dagligdag og udfordringer.

Vi søger derfor Novo Nordisk Danmark A/S om et sponsorat til at medarbejdere fra jeres User research and insight team deler viden om livet med type 2-diabetes på to workshops.

Med venlig hilsen

Sebastian Erbo Hoffmann  
Marketingchef, Diabetesforeningen

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CVR-nr. DK-35 23 15 28

Donations Agreement, DK, 2022-DEC  
Local Adaptation of HQ Donation Agreement v2  
July 2021