

## Collaboration Agreement ("Agreement")

between

Bayer A/S

Arne Jacobsens Allé 13; 6.  
2300 København S  
Denmark  
CVR-nr. DK 16 08 98 18  
("Bayer")

and

The Diabetes Association  
Stationsparken 24, st.tv.  
2600 Glostrup  
Denmark  
(CVR) 35 23 15 28  
("Organization")

Bayer and Organization may below be referred to as Party or together as Parties.

### **Scope of the collaboration "udviklinger af nye vejledninger"**

The Diabetes Association ("Organization") is a nationwide association and active in the field of diabetes and support diabetic patients in Denmark. The Organization has approx 90.000 members and is one of the largest Associations of Patients in Denmark. The Organization has asked Bayer for support in developing new awareness material (leaflet) describing kidney-related complications that often follow Type 2 diabetes (The "Awareness Project"). The purpose of the leaflet is to increase patient awareness and understanding of albuminuria and eGFR. The material will be sent out to both specialists and the general practice sector for further distribution by healthcare professionals to relevant patients. Bayer wishes to contribute to the development, production and distribution of this awareness material, so that patients suffering from or being at risk of developing kidney complications gain a better understanding and awareness or relevant medical aspects of kidney disease in the context of diabetes. The project is expected to start once the contract is signed by both parties, and will have an expected end date of 31 December 2023.

## 1. The Parties' obligations

- 1.1. Bayer commits to support the Awareness Project with a maximum of 125.000 DKK (one hundred twenty five thousand Danish kroner). Bayer will not be offering any kind of non-financial support to Organization during the Awareness Project.
- 1.2. Organization commits to ensure that Bayer's financial contribution is clearly acknowledged and apparent from the outset of the collaboration and that Bayer is mentioned as supporting the Awareness Project in communications and materials related to the Awareness Project.
- 1.3. The name Bayer as well as the Bayer Logo are protected for the benefit of Bayer by company and trademark law. The design of the Bayer Logo (as shown below) shall be the only one permitted:



- 1.3. Any changes to the above design need prior approval by Bayer. Any use of Bayer's trade name or Bayer Logo that may lead to confusion as to the relationship between Bayer, the Organization and/or other supporters of the Awareness Project that are represented in the same or similar manner to Bayer in connection with the Awareness Project shall be strictly prohibited.
- 1.4. Bayer hereby grants the right to Organization to use the Bayer Logo as appropriate by reproducing it in electronic or print form in any brochure, poster and presentation as well as on the website of Organization which addresses the Awareness Project, solely in order to reference Bayer's role as supporter of the Awareness Project. Organization shall have no right to grant sublicenses to any Third Parties. Bayer shall be entitled to withdraw this right at any time in its free discretion.

- 1.5. Bayer and Organization agree that Bayer may, in communications and other materials that specifically refer to the Awareness Project, use Organization's logo. The logo may be used on Bayer's websites, social media channels and in other fora.
- 1.6. The Parties acknowledge that Bayer, apart from being mentioned as a supporting the Awareness Project in the way(s) described above, shall not receive any benefits whatsoever in return for its contribution to the Awareness Project
- 1.7. Organization shall ensure that Bayer's financial support is only used to cover costs specifically described in the attached Budget, which forms an integral part of this Agreement. Furthermore, the Parties agree that Bayer's financial contribution shall not be used to cover any costs for honoraria to any healthcare professionals.
- 1.8. Organization shall disclose the financial outcome of the Awareness Project to Bayer within 3 months after the end of the foreseen project activities. To the extent that the Awareness Project would result in a financial surplus for Organization, Organization commits to reimburse the sponsors, among them Bayer, with any surplus amount.

## **2. Contact details of the Parties**

The main contact of Bayer for the Project is:

Josefine Sletten

Tel: +45 45 23 50 50

Mob: +45 41 24 29 83

E-mail: josefine.sletten@bayer.com

The main contact person of the Organization is:

Tanja Thybo

Tel: +45 66 12 90 06

E-mail: tth@diabetes.dk

### **3. Terms of payment**

3.1. 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 Organization) 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.

3.2. Payment shall be administrated and invoiced by the Diabetes Association to Bayer on the following address.

Invoice address:

Bayer A/S

c/o Invoice reception point

D-51368 Leverkusen

Germany

Reference: PO number will be provided by local Business Support Specialist separately.

### **4. Transparency**

4.1. The Parties agree that the content of this agreement can be disclosed to a third party on request.

4.2. 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 the Organization is by no means obligated to prescribe, recommend or purchase any goods from Bayer or take any specific stands on any professional or political issues.

4.3. The Organization shall, as required by the local law, applicable ethical codes and/or other regulations, on its website and/or in other appropriate places, clearly announce the collaboration and the support received from Bayer. Bayer will publish a summary of the contents of this agreement on its website. The contribution will also be mentioned in a retrospective report that Bayer files with ENLI once per year.

**5. Term**

5.1. This contract comes into force upon signature of both Parties (Effective date) and continues until both parties have fulfilled their obligations. The project has an expected end date of 31 December 2023.

**6. Termination**

6.1. 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, the non-breaching or non-defaulting Party have the right to terminate the Agreement with immediate effect.

6.2. If the Activity is cancelled or not completed within three years, the Organization shall refund Bayer with the total or remaining amount respectively of the financial contribution.

**7. Miscellaneous**

7.1.

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, this shall not affect the remaining provisions 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.

7.2.

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

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

*-- Next page contains signatures --*

\_\_\_\_\_  
(Place) (Date)  
**ORGANIZATION**

DocuSigned by:  
*Tanja Thybo*  
E8906967344243C...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tanja Thybo, Head of research

\_\_\_\_\_  
(Place) (Date)  
**ORGANIZATION**

DocuSigned by:  
*Claus Richter*  
21B32353305441A...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Claus Richter, Director

\_\_\_\_\_  
(Place) (Date)  
**BAYERA/S**

DocuSigned by:  
*Josefine Sletten*  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Josefine Sletten, Access Lead

\_\_\_\_\_  
(Place) (Date)  
**BAYERA/S**

DocuSigned by:  
*André Santiago Silva*  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
André Santiago Silva, Country Manager

## Appendix

### Projektbudget:

Projektledeelse 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
Total	<u>1.180.000</u>