

# SPONSORSHIP AGREEMENT

The \_\_\_\_\_ to this agreement are:

**Novo Nordisk Denmark A/S**  
**Att.: Nina Moss**  
**Ørestads Boulevard 108, 6.**  
**2300 København S**

**Diabetesforeningen**  
**Stationsparken 24, st. tv.**  
**2600 Glostrup**

Company registration no.  
**CVR No. 38180045**

Company registration no.  
**CVR. 35 23 15 28**

("Novo Nordisk")

("Recipient")

## 1. Purpose and nature of the sponsorship



### 1.1 Recipient's request and purpose

The Recipient has requested financial and/or non-financial support from Novo Nordisk for its activity Tracing, prevention and awareness campaign, as further detailed in Attachment A.

The Recipient shall use the sponsorship only for the purpose of healthcare-related education, information, research or scientific exchange, as described in Attachment A.

### 1.2 Novo Nordisk's support

Novo Nordisk has decided the Recipient's request is worthy of support as part of Novo Nordisk's involvement in diabetes awareness.

Novo Nordisk is one of several sponsors of the activity.

Novo Nordisk agrees to provide to the Recipient the amount of DKK 100.000 to support the request.

## 2. Start and end dates of this agreement



This agreement shall become effective as of date of last signatory and shall remain effective until sixty (60) days after the parties have fulfilled their obligations under it.

## 3. Recipient's duties



### 3.1 Provide a tangible benefit to Novo Nordisk

In exchange for the sponsorship, the Recipient shall provide to Novo Nordisk recognition as a sponsor, logo and link on website.

### **Inform Novo Nordisk of changes affecting the request**

The Recipient shall inform Novo Nordisk promptly of changes affecting the nature, purpose, participants or timing of the requested support. If Novo Nordisk determines that the change affects its compliance requirements, Novo Nordisk may demand full or partial repayment of the sponsorship. The Recipient shall comply with the demand within 14 days.

### **3.2 Account for the activity regularly and upon completion**

The Recipient regularly shall inform Novo Nordisk of the progress of the activity in writing.

Within 1 month after completing the activity supported by the sponsorship, the Recipient shall provide to Novo Nordisk a report or letter evidencing that the sponsorship was used for its intended purpose. The Recipient may provide the accounting and documentation in the form of a sponsorship package, website publication, report or invoice with attachments, or other similarly substantiated written form acceptable to Novo Nordisk.

### **3.3 Refund any unspent amounts**

The Recipient shall refund to Novo Nordisk any amounts not spent for the requested purposes, as shown by the accounting and documentation.

### **3.4 Be responsible for care and use of sponsored items**

If Novo Nordisk sponsors physical items, the Recipient is solely responsible for its own use of the sponsored items and shall assure that sponsored items are properly stored, handled and protected after delivery. Novo Nordisk is not responsible or liable for the Recipient's use of the sponsored items and is not required to carry insurance or take any other measures to protect sponsored items after delivery. Novo Nordisk provides physical items as is and without any express or implied representation or warranty of quality or performance.

### **3.5 Publicise Novo Nordisk as sponsor**

The Recipient shall mention Novo Nordisk's name as the sponsor in publicity, advertising, announcements, articles, media releases or similar communications in relation to the supported activity.

### **3.6 Use Novo Nordisk branding only if approved**

The Recipient may not use Novo Nordisk's logo, trademarks or other corporate identity marks or materials unless this agreement specifically permits the use or Novo Nordisk approves the use in advance in writing. Any use must comply with Novo Nordisk's Brand Manual (<https://brandportal.novonordisk.com/>).

### **3.7 Allow Novo Nordisk to publicise the sponsorship with Recipient's logo**

The Recipient hereby permits Novo Nordisk to use the Recipient's name, logo, trademarks or other organizational identity marks or materials in publicity, advertising, announcements, articles, media releases or similar communications concerning Novo Nordisk's sponsorship.



## 4. General conditions

### 4.1 No conflict of interest

Recipient states it is not aware of any conflict of interest related to its acceptance of the sponsorship. Recipient shall inform Novo Nordisk promptly if it discovers such a conflict of interest.

### 4.2 Compliance with law and ethics

When carrying out the activity supported by the sponsorship, Recipient shall:

- obtain all licenses needed to conduct the activity,
- perform the activity in a fair and balanced manner,
- comply with all applicable laws, regulations, codes of practice, guidelines and industry standards, among others those related to bribery, corruption and unethical business practices and those governing drug promotional and advertising activities and interactions with healthcare professionals.

Recipient shall not give or receive bribes to obtain undue or improper advantage.

Novo Nordisk contract parties may securely and confidentially report suspected misconduct through the Novo Nordisk compliance hotline, <http://www.novonordisk.com/contact-us/compliance-hotline>. Recipient shall inform its personnel about this compliance hotline where relevant.

Novo Nordisk will not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines ("Deviations") and Recipient will indemnify, defend and hold Novo Nordisk harmless against any claim or suit brought against Novo Nordisk due to such Deviations that are not due to any act or omission by Novo Nordisk.

### 4.3 Parties act independently

Recipient shall incur all expenses and other financial commitments and take all other actions related to the supported activity in its own name and for its own account. By making the sponsorship, neither party assumes any right or responsibility to act on behalf of the other party.

### 4.4 Sponsorship is not an incentive

Novo Nordisk states and Recipient acknowledges that the sponsorship is not an incentive or reward for the past, present or future willingness of Recipient, its employees or the participants in Recipient's activities to prescribe, administer, recommend, purchase, pay for, reimburse, authorize, approve or supply, or to support in any other way, Novo Nordisk's products or services.

### 4.6 Parties may terminate upon breach

Either party may terminate this agreement with immediate effect upon a material breach by the other party.

### 4.7. Dispute resolution and applicable law

The parties shall use reasonable efforts to settle all matters in dispute amicably. Where settlement is not possible, disputes will be subject to the jurisdiction of the courts in the Recipient's location. The laws of that jurisdiction will apply to all disputed matters, to the exclusion of any rule that would refer the subject matter to another forum.

#### 4.8. Parties' internal approvals

Each party states that the sponsorship and this agreement has been approved by an authorized person according to the organization's standard procedures.

#### 5. Attachments



The following attachments are part of this agreement:

Attachment A: Recipient's request for support (application form, letter or email), with detailed program plan, timeline and budget

Attachment B: Invoice instructions for Recipient—for financial sponsorships only

Attachment C: Sponsorships to Health Care Organisations and Patient Organisations: required public disclosures and handling of employee data

#### SIGNED BY:

**Date:** 30 June 2020

**Date:** 30 June 2020

**On behalf of Diabetesforeningen:**

DocuSigned by:  
  
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**Name:** Søren Biune

**Title:** Forretningschef

**On behalf of Novo Nordisk:**

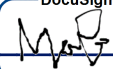
DocuSigned by:  
  
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**Name:** Nina Moss

**Title:** Sr. Market Access and Public Affairs Manager

**Date:** 30 June 2020

**On behalf of Novo Nordisk:**

DocuSigned by:  
  
D6C3B77D06B64DC...

**Name:** Markus Peter Hochmuth

**Title:** Market Access Director

## Attachment A to Sponsorship Agreement

Recipient's request for support (application form, letter or email)

### 1. RESUMÉ

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I 2020 har Diabetesforeningen 80-års jubilæum og ønsker at slå et ekstra slag for diabetessagen. Sideløbende med opsporings- og forebyggelseskampagnen gennemføres en kommunikationsindsats med det formål at forklare forskellene på type 1- og type 2-diabetes, for derved at afstigmatisere og gøre op med myter om diabetes.

På Verdens Diabetesdag den 14. november 2020, som er en FN-mærkedag, vil Coronaepidemien forventeligt vende tilbage som en sæsoninfektion. Grundet smittefaren vil vi ikke gøre brug af vores frivilliges indsats til lokale arrangementer, fordi de som diabetikere er særligt sårbare overfor COVID-19. I stedet gennemføres kampagnen på sociale medier, i printmedier, outdoormedier og radio. Suppleret med at vi tilbyder at udsende risikotest, oplysningsfolder, quiz mv. til de apoteker og sundhedscentre, som vil udlevere materialet til deres kunder.

### 2. BAGGRUND – KAMPAGNENS OG INDSATSENS AFSÆT

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Diabetes er en sygdom i hastig vækst og er en af de hurtigst voksende kroniske sygdomme i Danmark. Over 267.350 danskere har diabetes, heraf 10 procent med type 1, 10 procent med type 1½ (grupperes ofte med type 2) og 80 procent med type 2 diabetes. Fremskrivninger viser, at i 2030 vil 430.000 danskere være diagnosticeret med type 2-diabetes, hvilket er et konservativt estimat, da der kun medregnes de personer, som har fået stillet diagnosen og ikke de mange, som har type 2-diabetes uden at vide det.

Det anslås, at 76.000 har type 2-diabetes uden at vide det, fordi det er en sygdom, der ofte kommer snigende. Mange formår ved mindre justeringer i deres hverdag at leve et normalt liv med type 2-diabetes, men 35 procent opdager først, at de har diabetes, når de har udviklet alvorlige følgesygdomme, såsom blodpropper, hjerte-kar-sygdomme, nedsat nyrefunktion, nedsat syn eller amputationer.

Der ansøges om støtte til udvikling af kampagnematerialer som digital og trykt oplysningsfolder, plakater, quiz med viden om diabetes samt risikotest. Dertil også til udbredelse af kampagnen via print-, outdoor- og bannerannoncer, videoklip til digitale platforme og radiospot, som gennemføres i lokale trykte medier, radio, outdoor reklame og en digital indsats på de sociale medier.

## **Detailed program plan, timelines and budget**

### Aktiviteter:

Foreningen har i flere år, i forbindelse med Verdens Diabetesdag, gennemført en opsporings-, forebyggelses- og oplysningskampagne med dertilhørende lokale arrangementer i hele landet. For hvert år bliver interessen for at deltage i kampagnen større – både for vores frivillige, landets apoteker, sundhedscentre og virksomheder samt i befolkningen, der besøgte vores arrangementer, fik testet deres risiko samt fik råd og vejledning om diabetes og sundhed. Derudover har vi også anvendt de sociale medier samt lokalaviser og nationale magasiner samt ugeblade, der ud over at oplyse om de fysiske arrangementer, hvor man kunne få testet sin risiko for type 2-diabetes og få gode råd til at forebygge sygdommen. Samtidig opfordrede vi til, at man kunne gennemføre risikotesten online på Diabetesforeningens hjemmeside.

På grund af COVID-19 epidemien, har vi måtte omlægge vores forventede aktiviteter ved afholdelsesstederne, så vores frivillige ikke udsættes for smitterisiko i forbindelse med de lokale arrangementer. Derfor gennemføres opsporingskampagnen i 2020 uden fysiske arrangementer, men i stedet gennem en målrettet kommunikationsindsats på de sociale medier, i lokalaviser og lokalradio.

Kampagnens primære elementer skal skabe synlighed og involvering, samt få målgruppen til at deltage i kampagnen via de digitale platforme. Risikotesten gennemføres i år kun digitalt, og deltagerne tilbydes at kunne få tilsendt oplysnings- og forebyggelsesfolder, opskrifts- samt motionsbog og quiz om diabetes digitalt.

Samtidig tilbydes der til apoteker og sundhedscentre følgende materialer, som de kan udlevere til deres kunder: Risikotest, Oplysnings- og forebyggelsesfolder, quiz om diabetes samt plakater og indhold til apotekernes og Sundhedscentrenes digitale medier.

Budgettet er i år noget højere end sidste år, da vi grundet corona-smittefarens op til om omkring Verdens Diabetesdag ikke gør brug af vores frivilliges indsats til de mange lokale arrangementer, fordi de som diabetikere er særligt sårbare overfor COVID-19. Vi anvender derfor en løsning, hvor vi i stedet benytter de ovenfor nævnte kommunikationsplatforme. På den måde når vi bredt ud med vores budskaber, samtidig med, at vi beskytter vores frivillige.

**Novo Nordisk** ansøges om **250.000 kr.** til at realisere ovenstående indsats, inkl. gennemførelse af oplysningsindsatsen, samt produktion af materialer, som er helt essentiel for kampagnens succes. Som modydelse vil Novo Nordisk blive akkrediteret i oplysningsfolderen med logo.

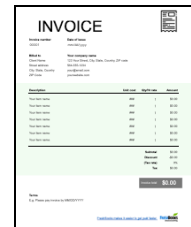
<b>Aktiviteter</b>	<b>Budget</b>
Udvikling af print, outdoor, radiospot, videoklip samt banner annoncer	100.000 kr.
Udvikling af digital oplysnings-, forebyggelsesfolder samt quiz med viden om diabetes	20.000 kr.
Tryk af risikotest, forebyggelsesfolder, quiz og plakater	60.000 kr.
Pakning og forsendelse	18.000 kr.
Gennemførelse af kampagneindsats print-, outdoor- og sociale medier samt radioreklame	450.000 kr.
Opfølgning og evaluering, inkl. præ- og post kendskabsanalyser	70.000 kr.
<b>I ALT</b>	<b>718.000 kr.</b>

## Attachment B to Sponsorship Agreement

### Invoice instructions for Recipient—for financial sponsorships only

Novo Nordisk requires a complete and correct invoice from the recipient before paying the sponsorship amount.

Novo Nordisk will pay invoices only via electronic funds transfer to the Recipient's account.



### INVOICE CONTENTS

Any invoice that does not meet the criteria below will be returned for correction.

#### Recipient's information

- Recipient's full company name and address (the company signing the Sponsorship Agreement)
- Bank account for electronic payment: account holder name, account number (IBAN), bank name and address, routing number or code (SWIFT/BIC in EU )

#### Invoice information

- Invoice number or reference
- Invoice date
- Specification of the account entry type (invoice, credit note, etc.)

#### Sponsorship information

- Quantity and nature of the sponsored activity covered by the invoice
- Date (if known) of the sponsored activity covered by the invoice
- Sponsorship amount payable and currency

#### Novo Nordisk information

- Novo Nordisk's full company name and address (the company signing the Sponsorship Agreement):  
Novo Nordisk Denmark A/S, Ørestads Boulevard 108, 6., 2300 København S
- Novo Nordisk contact person's full name and initials: NNMO Nina Moss

#### VAT or sales tax information (only where applicable by law)

- VAT or other tax amount payable
- VAT or other tax rate applied
- Novo Nordisk company VAT number: 38180045

#### Send invoices or credit notes by email with attached pdf (no paper copy) to:

#### Novo Nordisk Denmark A/S

invoices@novonordisk.com with a copy to Novo Nordisk contact person

## **Attachment C to Sponsorship Agreement**

### Sponsorships to Health Care Organisations and Patient Organisations: required public disclosures and handling of employee data

Novo Nordisk, as a member of EFPIA (the European Federation of Pharmaceutical Industries and Associations), is required to make public the details of payments or in-kind transfers made to Recipient.

Novo Nordisk will publish information relating to this Sponsorship on Novo Nordisk's website ([www.novonordisk.dk](http://www.novonordisk.dk)). According to local regulations Novo Nordisk may in addition make this Sponsorship 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.

Recipient will publish information on the Sponsorship on the Recipient's webpage. The information will include the Sponsorship amount and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. Publication must be made ensuring that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's webpage no later than one (1) month after the Recipient received the Sponsorship. The information must be publicly available for at least two (2) years.

Novo Nordisk hereby informs the Recipient that information about the Recipient is collected, used, stored, transferred and disclosed (collectively "**Processed**") by or on behalf of Novo Nordisk. Novo Nordisk processes information such as name, business address, contact details, nature of relationship with Novo Nordisk, tax number, unique identifier, and any ToVs from Novo Nordisk to the Recipient.

Whenever the Recipient shares with Novo Nordisk information about its employees, the Recipient shall inform the employees that their information is being shared and provide them with all information required under Article 13 and 14 of the General Data Protection Regulation, if applicable, and under other applicable data privacy laws. The Recipient shall indemnify Novo Nordisk and any affiliate of Novo Nordisk against all claims, expenses, losses and damages or liabilities arising from the Recipient's breach of its obligations to provide this information to its employees.



