GRANT AGREEMENT

The **parties** to this agreement are:

Novo Nordisk Denmark A/S
Att.: Markus Peter Hochmuth
Ørestads Boulevard 108, 6.
2300 København S

Company registration no.
CVR No. 38180045

("Novo Nordisk")

Diabetesforeningen
Stationsparken 24, st. tv,
2600 Glostrup

Company registration no.
CVR. No. 35231528

("Recipient")

1. Purpose and nature of the grant

1.1 Recipient's request and healthcare purpose

The Recipient's request for financial support from Novo Nordisk for its activity National Kronikerplan is detailed in Attachment A. The Recipient shall use the grant only for the healthcare-related purpose of improving the treatment of people living with type 2 diabetes as described in Attachment A. The Recipient's purpose must not involve promotion of any pharmaceutical product.

1.2 Novo Nordisk's support

Novo Nordisk has decided the Recipient's request is worthy of support as part of Novo Nordisk's commitment to disease awareness.

Novo Nordisk agrees to grant to the Recipient the amount of DKK 760.787 incl taxes to support the request.

Novo Nordisk will not make any non-financial transfers of value.

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 Inform Novo Nordisk of changes affecting the request

The Recipient shall inform Novo Nordisk promptly of changes affecting the nature, purpose, budget, participants or timing of the requested support. Novo Nordisk may increase, decrease, withdraw or demand full or partial repayment of the grant as a result of the changes. If Novo Nordisk demands full or partial repayment, the Recipient shall comply with the demand within 14 days.

3.2 Account for the activity within 1 month after completion

Within 1 month after completing the activity supported by the grant, the Recipient shall provide to Novo Nordisk a report or letter evidencing that the grant was used for its intended purpose. The Recipient may provide this documentation in the form of a letter 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 proper conduct of the grant activity

The Recipient shall ensure that all activities covered by the Novo Nordisk grant are in compliance with Novo Nordisk's standards and applicable industry codes, including but not limited to:

- that the activity venue is reasonable and suitable for business meetings and only modest hospitality is offered;
- that travels are of reasonable standard within reasonable time before and after the grant activity;
- that the Novo Nordisk grant is not used for any tours, concerts, entertainment or other leisure or social activities;
- that advertising or trade names of medicinal products are not included in the educational content and materials used for the grant activity;
- that all speakers, facilitators, and chairpersons are experts in the professional fields relevant for the purpose of the grant; and
- that appropriate criteria for participation in the grant activity are applied.

3.5 Publicise Novo Nordisk as grant provider

The Recipient shall mention Novo Nordisk's name as a grant provider 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 Novo Nordisk approves the use in advance in writing. Any use must comply with Novo Nordisk's Brand Manual (https://brandportal.novonordisk.com/).

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 grant. 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 grant, Recipient shall perform the activity in a proper, fair and balanced way and comply with all applicable laws, regulations, codes of practice, guidelines and industry standards, among others those related to bribery, corruption and unethical business practices. 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,

www.novonordisk.com/compliancehotline 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 organise and conduct the supported activity independently from Novo Nordisk. 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 grant, Novo Nordisk does not assume any right or responsibility to influence the activity's content or conduct, or otherwise act on behalf of Recipient.

4.4 Grant is not an incentive

Novo Nordisk states and Recipient acknowledges that the grant is not an incentive or reward for the past, present or future willingness of Recipient, its employees or participants in Recipient's activities to prescribe, administer, recommend, purchase, pay for, reimburse, authorise, 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 grant and this agreement have been approved by an authorised person according to the organisation'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

Attachment C: Grants to HCOs and Patient Organisations: required public disclosures and handling of employee data

SIGNED BY:

Date: 19 marts 2021

On behalf of Recipient:

DocuSigned by:
Ane Eggert Jackson
D0073625E17D4D5...

Name: Ane Eggert Jackson
Title: Marketingchef

Date: 18 March 2021

On behalf of Novo Nordisk:

DocuSigned by:
5DD68E110B234D1...

Name: Thomas Bille
Title: Communication & Public Affairs Manager

Date: 18 March 2021

On behalf of Novo Nordisk:

DocuSigned by:
D6C3B77D06B64DC...

Name: Markus Peter Hochmuth
Title: Director MAPA & Biopharm

Date: 18 March 2021

On behalf of Novo Nordisk:

DocuSigned by:
961325E51CC942D...

Name: Kasper Mejlvang
Title: General Manager

Attachment A to Grant Agreement

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

Diabetesforeningen anmoder om et sponsorat fra Novo Nordisk til proces, der skal føre til formulering af indspil til plan for kroniske sygdomme med afsæt i behandlingen af type 2-diabetes.

Baggrund
Diabetesforeningen mener, at der er behov for en national plan, som forholder sig til, hvordan sundhedsvæsnet vil sikre, at det stigende antal danskere med diabetes og andre kroniske sygdomme får den nødvendige pleje og behandling i årene fremover. Derfor vil Diabetesforeningen nedsætte et panel bestående af blandt andre faglige eksperter, der med afsæt i opsporingen, behandlingen og opfølgningen på de mange med type 2-diabetes skal komme med forslag til, hvordan et patientforløb kan forbedres for mennesker med kroniske sygdomme, hvor almen praksis har behandlingsansvaret. Forslagene skal inspirere regeringen i arbejdet med en ny, ambitiøs sundhedsaftale – herunder en selvstændig plan for kroniske sygdomme.

Formål
Formålet med indsatsen er at igangsætte et arbejde, der kan føre til:

- At flere med type 2-diabetes med andre kroniske sygdomme eller i risiko herfor har en velreguleret diabetes. Det vil fx sige, at flere med type 2-diabetes skal kende deres behandlingsmål og få deres nødvendige opfølgning, årskontrol mv., og at almen praksis skal have bedre adgang til databaserede beslutningsværktøjer, der gør det muligt at optimere behandlingen.
- En mere hensigtsmæssig organisering af diabetesindsatsen i sundhedsvæsnet, herunder incitamenter, som understøtter tværgående patientforløb i sundhedsvæsnet. Det gælder ikke mindst patienter med flere samtidige sygdomme og personer med kompliceret type 2-diabetes, hvis behandling forudsætter involvering af flere sektorer og sundhedsprofessionelle.
- Større lighed i diabetesbehandlingen og -opfølgningen, så alle med sygdommen har mulighed for at få en behandling af samme høje kvalitet og leve et godt liv, uanset ressourcer og bopæl.
- At flere med type 2-diabetes bliver opsporet tidligere fulgt op af rettidig behandling og uddannelse i diagnosespecifik sygdoms-mestring. Mere end en tredjedel har følgesygdomme på diagnosetidspunktet, som kunne være undgået ved en tidligere indsats.
- At det bliver muligt at opstille målbare forpligtende mål og nationale standarder for diabetes/kronikerindsatsen.

Ligeledes har indsatsen til formål at følge op på mange af de initiativer, som er sat i værk i relation til den nationale handlingsplan og de mange initiativer på Steno centrene.

Detailed program/research project plan, timelines and budget

Organisering og aktiviteter
Der nedsættes et fagligt rådgivende panel og tilhørende referencegruppe, som kan komme med fælles anbefalinger til en mere sammenhængende indsats for mennesker med kronisk sygdom. Referencegruppen, som tilknyttes, skal særligt bistå med rådgivning om organiseringen af indsatsen.

Specifikt tages afsæt i type 2-diabetes med andre samtidige sygdomme som modelsygdom og som vejen ind til anbefalinger for en styrket kronikerindsats og indspil til en kommende ny sundhedsaftale.

Der afholdes 3-4 møder i løbet af foråret 2021 med ekspert- og referencegruppen, der skal føre til en række anbefalinger, som opsamles i et katalog.

Det er ønskeligt, at der kan ligge anbefalinger klar inden sommerferien.

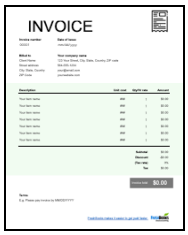
Økonomi
Diabetesforeningen anmoder om et sponsorat fra Novo Nordisk på **760.787 kr. inklusiv moms.** Den finansielle ydelse skal anvendes til at dække Diabetesforeningens udgifter til konsulentydelse ved LEAD agency, samt foreningens udgifter til delvis moms. LEAD agency har fremsendt tilbud på konsulentydelsen med overslag på udgifterne (se bilag 1).

Udgifterne udgøres af følgende poster.

Udgiftspost	**Estimeret pris (ex moms)**
Konceptudvikling og forberedende materialer	65.000 DKK
Planlægning, forberedelse og facilitering af møder	208.000 DKK
Udarbejdelse af katalog/policy paper	125.000 DKK
Projektstyring	45.000 DKK
Supplerende kommunikationsmaterialer	60.000 DKK
Udgifter til moms for Diabetesforeningen	105.630 DKK
I alt (eksklusiv moms)	**608.630 DKK. eksklusiv moms**
I alt (inklusiv moms)	**760.787 DKK inklusiv moms**

Attachment B to Grant Agreement

Invoice instructions for Recipient



Novo Nordisk requires a complete and correct invoice from the recipient before paying the grant 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 Grant 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.)
Grant information
➢ Quantity and nature of the grant activity covered by the invoice
➢ Date (if known) of the grant activity covered by the invoice
➢ Grant amount payable and currency
Novo Nordisk information
➢ Novo Nordisk's full company name and address (the company signing the Grant Agreement): Novo Nordisk Denmark A/S, Ørestads Boulevard 108, 6., 2300 København S
➢ Novo Nordisk contact person's full name and initials: MRPH Markus Peter Hochmuth
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
c**jzy**@novonordisk.com with a copy to Novo Nordisk contact person

Attachment C to Grant Agreement

Grants to HCOs 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 Grant on Novo Nordisk's website (https://www.novonordisk.dk/about/etiske-regler.html). According to local regulations Novo Nordisk may in addition make this Grant 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 Grant on the Recipient's webpage. The information will include the Grant 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 Grant. 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