

**TEMPLATE AGREEMENT WITH PATIENT ASSOCIATION**  
**Project support**

This Agreement is made by and between

Janssen-Cilag A/S, a company with a registered address at Hammerbakken 19, 3460 Birkerød, Denmark hereafter referred to as "J&J Affiliate";

and

Prostatakræftforeningen PROPA, Jernbanegade 23 B, 4000 Roskilde

J&J Affiliate and PROPA are collectively referred to as "The Parties".

**WHEREAS:**

- J&J Affiliate is a research-oriented pharmaceutical company active in the development and marketing of medicines within several disease areas.
- PROPA is an organization providing support for cancer patients. PROPA's vision is "The prostate cancer treatment is characterized by a definite diagnosis, understood by the patient and an optimal and individual treatment to best ensure the quality of life for the patient and his family.
- PROPA has asked J&J Affiliate to support the Project "Prostate Cancer DVD" and J&J Affiliate has agreed to provide support under the terms of this agreement.

**THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:**

**Article 1: Scope**

1. PROPA will carry out the Project for which J&J Affiliate will provide support and PROPA shall ensure that the contribution is used in a professional and ethical manner consistent with this Agreement and applicable rules and legislation. More details on the Project (including the objective, roles and responsibilities of both parties, contact persons, outputs, reporting and timelines) are included in Attachment 1.
2. PROPA will use the support provided by J&J Affiliate exclusively for the purpose of the Project.

## **Article 2: Support**

1. The total amount of support that J&J Affiliate will provide for the Project amounts PROPA is **6.712,- EUR**.
2. Further details on the level and type of support, including payment method and timelines, are included in Attachment 1.
3. PROPA and J&J Affiliate acknowledge and agree that the support shall not obligate PROPA to purchase, use, recommend, or arrange for the use of any products of J&J Affiliate.
4. PROPA represents and warrants that it is a tax-exempt entity under the applicable laws and that it is authorized to accept support in the form of financial contribution or other support from private companies such as J&J Affiliate, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. PROPA will also keep J&J Affiliate regularly informed of its direct or indirect relationships with government officials and/or government authorities.

## **Article 3: Use of name and logo or other proprietary materials**

1. PROPA will publicly recognize that J&J Affiliate provides support for the Project in the following manner: Publication on the PROPA website.

## **Article 4: Transparency**

1. In order to create appropriate transparency on the support to patient organizations by J&J Affiliate, and in line with the applicable code(s) of practice, J&J Affiliate will make the existence of this agreement and details relating thereto publicly available (for example, on the internet) and PROPA explicitly agrees with such disclosure. More precisely, J&J Affiliate will make the following details publicly available:
  - a) Date that the contract was executed;
  - b) Name of the patient organization;
  - c) Country of the patient organization;
  - d) Web address of the patient organization, if available;
  - e) Description of the nature and the purpose of the contribution;
  - f) Amount as contracted, if financial.

In addition, J&J Affiliate will also make copies of this contract available to interested parties upon their request.

2. J&J Affiliate is entitled to increase the level of details made publicly available to patient organizations either as required by applicable rules and legislation, or upon notice to PROPA
3. This article shall survive any termination of the Agreement.

#### **Article 5: Term and termination**

1. This Agreement takes effect as of March 2<sup>nd</sup> to June 30<sup>th</sup> 2015, hereafter the Effective Date will remain in effect up until the completion of the project, as described in Attachment 1.
2. Both parties have the right to terminate this Agreement upon 2 months written notice notified by registered mail. The respective rights and obligations of both parties in case of early termination of the Project or this Agreement are included in Attachment 1.

#### **Article 6: Confidentiality**

1. During the execution of this Agreement, PROPA may have access to certain Confidential Information of J&J Affiliate. Confidential Information shall mean all confidential or proprietary information and materials related to the subject matter of this Agreement and all related trade secrets, know-how, formulations, techniques, methodology equipment, data reports, computer software and information regarding sources of supply, patent positioning, business plans and the existence, scope and activities of any research, developments, manufacturing, marketing or other projects of J&J Affiliate. Information shall not be considered confidential unless it is reduced to writing and marked "CONFIDENTIAL". An oral disclosure shall only be considered confidential if it is reduced to writing and sent to PROPA within 30 (thirty) days after the oral disclosure.
2. PROPA shall not make any commercial or other use of the Confidential Information other than for the purpose of this Agreement without the prior written consent of J&J Affiliate. PROPA shall disclose or deliver Confidential Information only to persons within its organization who have a need to know for the performance of their duties and who are bound by obligations of secrecy no less strict than those set out herein. PROPA shall notify J&J Affiliate promptly of its knowledge of any unauthorized use or disclosure of Confidential Information.
3. PROPA shall not disclose, communicate or in any way divulge any Confidential Information to any other person or entity outside its own organization, or permit or suffer its members to do so. PROPA shall use the same degree of care, but not less than a reasonable degree of care, to prevent the disclosure of Confidential Information to others as it uses to prevent disclosure of its own confidential or proprietary information.



4. Notwithstanding the provisions of this article, PROPA may use or disclose Confidential Information to the extent PROPA can demonstrate, by clear and convincing evidence that such Confidential Information:
  - at the time of disclosure to PROPA is generally available to the public, or after such disclosure becomes generally available through no wrongful act of PROPA,
  - is rightfully in the possession of PROPA prior to the time of disclosure,
  - is disclosed by PROPA in order to comply with the requirements of applicable law or governmental regulations, provided PROPA gives J&J Affiliate prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent,
  - is independently developed by PROPA without the aid, application or use of the Confidential Information received from J&J Affiliate.
5. PROPA agrees that J&J Affiliate is and shall remain the exclusive owner of the Confidential Information and all patents, copyright, trade secret, trademark, know how and other intellectual property rights therein. No license or conveyance of any such rights to PROPA is granted or implied under this Agreement.
6. Upon termination of this Agreement or at the request of J&J Affiliate, PROPA shall promptly deliver to J&J Affiliate all data, memoranda and other tangible manifestations of, and all materials consisting of Confidential Information (and all copies and reproductions thereof).
7. All obligations of confidentiality under this Agreement shall terminate ten (10) years from the date of the end of the Agreement.

#### **Article 7: General Provisions**

##### **1. General Anti-Corruption Compliance Provision**

Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (including the U.S. Foreign Corrupt Practices Act, collectively “Anti-Corruption Laws”) that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.

2. This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.

3. In case of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt (in good faith) to reach an amicable settlement. Should such amicable settlement fail, the courts of Denmark shall have exclusive jurisdiction.

Drawn up in two (2) original copies in Birkerød, Denmark on February 10<sup>th</sup> 2015  
Both parties acknowledge having received a signed copy.


FOR J&J Affiliate

Name: Inger Sandberg  
Title: Public Affairs Leader, Denmark

Date: Inger Sandberg

Digitally signed by Inger Sandberg  
DN: cn=US, o=JNJ, ou=Employees,  
ou=32004201, cn=Inger Sandberg,  
email=ISANDBER@its.jnj.com  
Reason: I am approving this document.  
Date: 2015.02.09 13:28:26 +0100

FOR PROPA

  
Name: K.B. Madsen  
Title: National Chairman

Date: 17-2-2015

### **Attachment 1: Project details**

*Article 1: More details on the Project (including the objective, roles and responsibilities of both parties, contact persons, outputs, reporting and timelines) are included in Attachment 1.*

*The purpose of the DVD is to increase information/knowledge about Prostate Cancer and treatment modalities towards patients and relatives.*

*Article 2: Further details on the level and type of support, including payment method and timelines, are included in Attachment 1.*

*Article 5: The respective rights and obligations of both parties in case of early termination of the Project or this Agreement are included in Attachment 1: As described in Article 5 & 6.*

Any and all payments under this Agreement will be made by wire transfer on the following account:

**Account name:** Project: "Prostate Cancer DVD Support"

**Account number:** Reg: 2268, Kontonr. 5498 710 362

**Bank name:** NORDEA

**Bank address:** Birkerød Afdeling, Hovedgaden 23, 3460 Birkerød

**IBAN number:** DK 1820005498710362

**SWIFT code:** NDEADKKK