

Sponsorship Agreement: Colitis-Crohn Foreningen

This Agreement (the “**Agreement**”) is entered into by and between:

[A]	Eli Lilly Danmark A/S, reg.no 51619811, Lyskær 3E, 2730 Herlev, Denmark (“ Lilly ”)
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[B]	Colitis-Crohn Foreningen, Kongensgade 66-68, 2.TH, 5000 Odense C, Denmark (the “ PAG ”)
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each a “**Party**”, and jointly the “**Parties**”.

RECITALS

Lilly is an affiliate of Eli Lilly and Company, a global research-based pharmaceutical corporation that develops, manufactures and sells pharmaceutical products within, *inter alia*, the medical field of gastroenterology.

PAG is a non-political, non-profit patient advocacy group with the purposes of supporting patients with colitis and crohn’s and increasing awareness of colitis and crohn’s and their effects among the general public, legislators and policymakers.

PAG intends to arrange the Meeting (as defined below) within the field of colitis and crohn’s. Lilly intends to contribute with economic support in the form of sponsorship for the performance of the meeting, in return for certain counter performances as further described below.

Therefore, the Parties wish to enter into this Agreement as follows.

AGREEMENT

1. DESCRIPTION AND PURPOSE OF MEETING

- 1.1. During fall 2024, PAG is arranging a member survey as further described in *Appendix 1* (the “**Meeting**”).
- 1.2. The purpose of Lilly’s sponsorship is to support the member survey project (the “**Purpose**”).

2. INDEPENDENCE

- 2.1. The Parties acknowledge that this Agreement is solely to provide the Sponsorship Fee for the Purpose as described above.
- 2.2. The Parties acknowledge that the Meeting is the sole idea of PAG and will be arranged by PAG independently. Lilly will not have any influence as to the Meeting’s agenda, contents, or

in general as to how the Meeting is arranged. Lilly does however reserve the right to carry out a check of all output of content associated with the sponsorship to ensure that there are no factual inaccuracies surrounding Lilly.

- 2.3. The Parties acknowledge that PAG and/or any related HCPs under no circumstances has any obligation to buy, use or recommend any Lilly product in return for the Sponsorship Fee under this Agreement.
- 2.4. PAG confirms that more than one pharmaceutical company has been offered an equal opportunity to sponsor the Meeting

3. SPONSORSHIP FEE AND FINANCIAL CONSIDERATIONS

- 3.1. Lilly agrees to be a sponsor of the Meeting and undertakes to contribute with an amount of in aggregate 25000 DKK excl VAT (the “**Sponsorship Fee**”).
- 3.2. Lilly’s Sponsorship Fee is based on the agenda and budget for the Meeting as attached in *Appendix 1*. The budget shall reflect all PAG’s costs related to the Meeting.
- 3.3. Lilly will contribute with the Sponsorship Fee by way of paying an invoice where the basis for the invoiced amount shall be specified. Payment shall be made by Lilly 60 days from the receipt of a valid invoice. Any invoice shall be sent to milligan_lene_thorsgaard@lilly.com.

4. USE OF THE SPONSORSHIP FEE

- 4.1. PAG may only use the Sponsorship Fee to implement the professional parts of the Meeting in accordance with applicable industry code, such as costs of the premises, speakers, materials, moderate meals in connection with the Meeting. PAG is not allowed to use the Sponsorship Fee to cover other kind of costs, whether it may be for the Meeting or for other purposes. PAG is not allowed to use the Sponsorship Fee to finance PAG’s ordinary business operations.
- 4.2. Furthermore, the Parties agree that Lilly has granted the sponsorship on the condition that it is used solely in accordance with the Purpose set out in Section 1 above. Should any information set out in Section 1 and/or Appendix 1, such as venue, timing, content or purpose, change in anyway after signature of this Agreement, PAG shall promptly contact Lilly and Lilly shall have the right to request return of all or a portion of the Sponsorship Fee.

5. THE RIGHTS GRANTED IN RETURN FOR LILLY’S SPONSORSHIP

- 5.1.1. NA

6. COMPLIANCE ETC.

- 6.1. In connection with this Agreement and the Meeting, the Parties shall comply with all applicable laws, regulations and industry codes, including ENLI / LIF and the General Data Protection Regulation ((EU) 2016/079 “GDPR” and any related national legislation (as amended from time to time).
- 6.2. The Meeting and any other interactions between the Parties in connection with this Agreement shall be entirely product-neutral and shall not include any promotion of medicinal products;

- 6.3. The Parties acknowledge that PAG under no circumstances has any obligation to buy, use or recommend any Lilly product in return for the Sponsorship Fee under this Agreement.

7. ANTI-CORRUPTION

- 7.1. **Definitions.** “Government Official” means: (i) any officer or employee of: (a) a government, or any department or agency thereof; (b) a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university; or (c) a public international organization (such as the United Nations, the International Monetary Fund, the International Committee of the Red Cross, and the World Health Organization), or any department or agency thereof; (ii) any political party or party official or candidate for public or political party office; and (iii) any person acting in an official capacity on behalf of any of the foregoing.
- 7.2. **Compliance with Anti-Corruption Laws.** In connection with this Agreement, PAG will comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, and any laws enacted to implement the Organisation of Economic Cooperation and Development (“OECD”) Convention on Combating Bribery of Foreign Officials in International Business Transactions.
- 7.3. **Prohibited Conduct.** In connection with this Agreement, PAG has not made, offered, given, promised to give, or authorized, and will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to any person or to any Government Official for the purpose of: (i) improperly influencing any act or decision of the person or Government Official; (ii) inducing the person or Government Official to do or omit to do an act in violation of a lawful or otherwise required duty; (iii) securing any improper advantage; or (iv) inducing the person or Government Official to improperly influence the act or decision of any organization, including any government or government instrumentality, to assist PAG or Lilly in obtaining or retaining business.
- 7.4. **Requests for Information.** PAG will make all reasonable efforts to comply with requests for disclosure of information, including answering questionnaires and narrowly tailored audit inquiries, to enable Lilly to ensure compliance with all applicable laws, including anti-corruption laws, industry codes, and this Agreement.
- 7.5. **Fair Market Value.** PAG acknowledges and agrees that all compensation that Lilly will pay, including the Sponsorship Fee, has been determined through good faith, arms-length negotiation and constitutes the fair market value.
- 7.6. **Notice of Inspections.** PAG shall provide Lilly with immediate notice of any governmental or regulatory review, audit, or inspection of its facility, processes, or products that might relate to the subject matter of this Agreement. PAG shall provide Lilly with the results of any such review, audit or inspection. Lilly shall be given the opportunity to provide assistance to PAG in responding to any such review, audit, or inspection.
- 7.7. **Accuracy of Books and Records / Cooperation with Audit Activities.** PAG agrees that it will maintain accurate and complete records having to do with this Agreement during the term of this Agreement and for a period of five (5) years thereafter. PAG further agrees that it will maintain adequate internal controls. PAG will make relevant documents available for review

by Lilly, or an independent party nominated by Lilly, to show compliance with this requirement at Lilly's request.

- 7.8. **Cooperation in Investigation.** PAG agrees to cooperate in good faith to investigate the extent of any potential violations of law or industry codes in connection with this Agreement.
- 7.9. **Disclosure Rights.** At any time, and without notice to PAG, Lilly may disclose information relating to a possible violation of law, or the existence of the terms of this Agreement, including the compensation provisions, to a government agency and to anyone that Lilly determines to have a legitimate need to know.
- 7.10. PAG agrees that breach of this section of the Agreement shall be considered a material breach of the Agreement and that Lilly may immediately seek all remedies available under law, including termination of this Agreement, if it believes, in good faith, that PAG has breached a provision of this section of the Agreement. If this Agreement is terminated pursuant to this provision, Lilly may seek reimbursement or refund of any fees (including the Sponsorship Fee), other compensation or expense reimbursement that Lilly has paid, and no further amounts shall be due pursuant to this Agreement.

8. TRADE SANCTIONS

- 8.1. PAG agrees to comply with all applicable trade sanctions and export control laws and regulations, including where applicable the U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 et seq.), and European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)).
- 8.2. PAG represents and warrants that neither PAG, its directors, executive officers, agents, shareholders nor any person having a controlling interest in PAG are (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the rights under this Agreement, including but not limited to persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive U.S. sanctions (each, a "Sanctioned Territory") (currently, Cuba, Iran, Crimea, North Korea, Syria and Venezuela but subject to change at any time) or (iii) directly or indirectly owned or controlled by such persons (together "Restricted Person"). PAG further represents and warrants that PAG shall notify Lilly in writing immediately if PAG or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in PAG becomes a Restricted Person or if PAG becomes directly or indirectly owned or controlled by one or more Restricted Persons.

9. TERM AND TERMINATION

- 9.1. This Agreement shall enter into force on the last date of signature by the Parties and remain in force until completion of the Meeting and upon final settlement of the Sponsorship Fee, after which it shall expire without further notice.
- 9.2. For the avoidance of doubt, Lilly may be obliged, per local code requirements, to submit details about the sponsorship, including a copy of the agreement, to ENLI prior to a fully signed agreement by the Parties. The Parties acknowledge that such prior submission shall not constitute a legally binding agreement between the Parties or otherwise a promise to provide financial contribution. Reference is made to Section 9.1 requiring a fully signed agreement by the Parties in order for the Agreement to enter into force.
- 9.3. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party at any time.
- 9.4. Lilly may terminate this Agreement immediately upon written notice if Lilly reasonably believes that PAG has materially breached this Agreement, which includes e.g. actions that are contrary to applicable legislation, regulations or industry codes.

10. REPORTING

In accordance with applicable regulations and industry code, the financial outcome of the Meeting shall upon Lilly's request be promptly reported by PAG to Lilly after the Meeting is completed. Should the financial outcome show that the Sponsorship Fee having been contributed to the Meeting by sponsors have generated a surplus to PAG, a refund shall, as a general rule, be made to the companies that have participated as sponsors, including Lilly.

11. CANCELLATIONS OR CHANGES TO MEETING

- 11.1. To the extent the Meeting, for any reason, cannot take place or be implemented, no Sponsorship Fee will be paid by Lilly. If parts of the Meeting, for any reason, cannot take place, a pro rata reduction of the Sponsorship Fee shall be made.
- 11.2. To the extent the Sponsorship Fee have already been paid to PAG and it turns out the Meeting wholly or partly cannot take place, PAG must promptly refund the funds received, wholly or partly as applicable, to Lilly.

12. TRANSPARENCY

- 12.1. PAG shall, on their website, or other suitable place, well in advance before the Meeting publicly announce that Lilly (and other possible sponsors) has contributed with financial sponsoring to the Meeting so that this is clear to all Meeting participants and also to third parties.
- 12.2. Lilly shall comply with all applicable transparency requirements for pharmaceutical companies in Denmark including the requirements as set out in the ENLI guidance, to the extent these provisions are applicable. PAG acknowledges that Lilly may be obligated to report any value transfers to PAG under this Agreement to the LIF / EFPIA, in accordance with the applicable rules for reporting transfers of value to healthcare professionals and healthcare organizations.

PAG consents to such reporting by Lilly, to the extent required under the applicable rules and regulations.

13. INTELLECTUAL PROPERTY

- 13.1. All rights in the Lilly logo or trade mark or any other trade mark or logo held by Eli Lilly and Company or its affiliates (the “**Lilly Marks**”), including any goodwill associated with them, shall be the sole and exclusive property of Eli Lilly and Company (or its affiliates) and PAG shall not acquire any rights in the Lilly Marks. The Lilly Marks cannot be used without prior written consent of Eli Lilly and Company.
- 13.2. Lilly shall be entitled to use PAG’s name and logotype in any communications about the Meeting in relation to third parties for the purpose of highlighting its sponsorship of the Meeting.

14. CONFIDENTIALITY

The Parties agree that each shall treat as confidential all information, including without limitation information about a Party’s business and operations as well as the terms of this Agreement. All confidential information provided by a Party hereto shall be used by the other Party solely for the purposes of completing the obligations pursuant to this Agreement and shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in breach of this Agreement or which is required to be disclosed by applicable laws, regulations and industry codes or by a court order.

15. PRIVACY NOTICE

This Agreement is made between Lilly and the HCO. However, as PAG signatory is providing business contact information please note the privacy statement below.

Your personal information, including your name and business contact details, has been obtained from this contract. It will be used by Lilly, or third parties acting on our behalf, for contacting you in relation to this agreement.

We may also use the information to meet legal or regulatory obligations, inclusive of company record retention. You do not have to share your information with us, but if you choose not to share your information, we will not be able to execute this agreement.

We may share your personal information with third parties to whom the personal information may be disclosed for purposes consistent with those identified in this notice. All third parties that have access to your information have agreed to protect the information and to use it only as directed by us.

We may be required to disclose your information in response to lawful requests by public authorities, including to comply with national security or law enforcement requests. Your information will be saved for a period of time needed to fulfil legitimate and lawful business purposes in accordance with Lilly’s records retention policies and applicable laws and regulations.

We may transmit personal information about you to other Lilly affiliates worldwide. These affiliates may in turn transmit personal information about you to other Lilly affiliates. Some of Lilly’s affiliates may be located in countries that do not ensure an adequate level of data protection. Nevertheless, all of Lilly’s affiliates are required to treat personal information in a manner consistent with this notice. To obtain additional information regarding the basis for transfers and safeguards that Lilly has in place for cross-border

transfers of personal information, please contact us at privacy@lilly.com or visit <https://www.lilly.com/privacy>.

We provide reasonable physical, electronic and procedural safeguards to protect information we process and maintain. For example, we limit access to your information to authorised employees, agents, contractors, vendors, subsidiaries, and business partners, or others who need such access to information to carry out their assigned roles and responsibilities on behalf of Lilly. Although we try to protect the information we process and maintain, no security system can prevent all potential security breaches.

You have the right to request information from us on how your personal information is being used and with whom it is being shared. You also have the right to request to see and get a copy of the personal information that Lilly has about you, request its correction or request it be deleted or request a copy of the Standard Contractual Clauses (SCCs) and Appendix for European Economic Area and Swiss data transferred pursuant to SCCs. These requests should be sent to datarights@lilly.com.

If you wish to raise a complaint on how Lilly has handled your personal information, you can contact Lilly's Data Protection Officer at privacy@lilly.com who will investigate the matter. If you are not satisfied with Lilly's response or believe we are processing your personal information not in accordance with the law you can register a complaint with a Data Protection Authority (DPA).

16. APPLICABLE LAW AND DISPUTES

- 16.1. This Agreement is governed by and construed in accordance with the laws of Denmark.
- 16.2. Any disputes or controversy arising out of or relating to this Agreement shall be submitted solely to the courts of Copenhagen.

This Agreement has been executed in two counterparts, of which the parties have taken one each.

Eli Lilly Danmark A/S

Signature:

Name: Lone Rosenørn Jakobsen

Title: Country Lead

Date:

Colitis-Crohn Foreningen

Signature:

Name: René Skau Björnsson

Title: Sekretariatschef

Date:

31/10-2024



COLITIS-CROHN FORENINGEN
Patientforeningen for tarmsyge

2121. oktober 2024

Kære samarbejdspartner

Ansøgning om støtte til medlemsundersøgelse i 2024

Vi er godt i gang med at forny og professionalisere Colitis-Crohn Foreningen. Det seneste halve år har vi bl.a. ansat en sekretariatschef, fået nye kompetencer ind i Hovedbestyrelsen, udarbejdet et politikatalog med ønsker til sundhedsområdet m.m.

I starten af det nye år forventer vi at kunne fremlægge vores nye strategi for 2025-2028. Til brug for strategien ønsker vi at lave en medlemsundersøgelse hos vores næsten 5.200 medlemmer.

Med undersøgelsen vil vi bl.a. gerne opnå:

1. **Forståelse af medlemsbehov:** Undersøgelsen skal hjælpe os med at få indsigt i, hvad medlemmerne har brug for og hvilke problemer de står overfor, f.eks. i forbindelse med sygdomsbyrde og adgang til effektiv behandling. Dette kan være alt fra behov for information og støtte til specifikke ønsker for aktiviteter og værditilbud samt interessevaretagelse.
2. **Forbedring af værditilbud:** Vi vil indsamle feedback om eksisterende tilbud (magasinet, socialrådgiverordning, tarmrådgivning, forskningsstøtte osv.) for at identificere styrker og svagheder. Måske er der også andre ønsker til tilbud end dem vi har i dag.
3. **Øget medlemsengagement:** Når medlemmerne ser, at deres meninger og oplevelser bliver taget seriøst, kan det øge deres engagement og loyalitet over for CCF. Det viser, at vi er lydhøre og villige til at lytte.
4. **Strategisk planlægning:** Undersøgelsen kan give værdifuld information til strategisk planlægning og beslutningstagning. Det kan hjælpe os med at sætte prioriteringer og udvikle fremtidige initiativer, der er i tråd med medlemmernes ønsker og behov.
5. **Dokumentation og rapportering:** Medlemsundersøgelser kan give data, som kan bruges til at rapportere til Jer som sponsorer, donorer og andre interessenter. Vi ønsker at få en solid forståelse af vores medlemsbase og arbejde aktivt på at forbedre deres oplevelse af at være medlem hos os.

Vi har et ønske om, at medlemsundersøgelsen skal sættes i gang snarest, og håber at I vil hjælpe os med at finansiere undersøgelsen.

Vi har lavet en aftale med firmaet 'Advice' der har lavet tilsvarende undersøgelser for andre patientforeninger, og har opbygget stor ekspertise på området.





COLITIS-CROHN FORENINGEN
Patientforeningen for tarmsyge

Medlemsundersøgelsen koster i alt kr. 76.500 inkl. Moms – og vi håber I vil se velvilligt på denne ansøgning. Vi har spurgt 3 andre virksomheder, og håber på at Eli Lilly Danmark vil sponsorere med op til ca. 25.000 kr. ekskl. moms. Vi vedhæfter tilbuddet til jeres orientering.

Sponsorernes rolle

Sponsorernes navne vil fremgå af undersøgelsen til foreningens 5.100 medlemmer, samt ved offentliggørelse på CCFs hjemmeside, og materiale der bliver udarbejdet på baggrund af undersøgelsen.

Med venlig hilsen

Jakob Hansen

Landsformand

René Skau Bjørnsen

Sekretariatschef

BUDGET

- Planlægning
Møde om indhold og formål inkl. forberedelse
- Spørgeskema
Udarbejdelse af spørgeguide inkl. 2 feedbackrunder
Teknisk opsætning af survey
Kommunikation til udsendelse af spørgeskemaet
- Analyse og afrapportering
Databehandling
Afrapportering i powerpointformat
Præsentationsmøde
- Eksternt datakøb (1000 respondenter)
- I alt ekskl. moms

MEDLEMS- UNDERSØGELSE	FRAFALDSANALYSE	BEFOLKN UNDERSØGELSE
7.400	6.100	7.400
26.750	16.625	26.750
27.000	15.500*	27.000
DKK 61.150	DKK 38.225	DKK 79.150
DKK 96.372		

* Det er lagt ind i indvæltningen på frafaldsanalyse, at frafaldsanalyse leveres en gang. At gennemføre analysen i pct. hver 5 måned vil være forudsat af spørgeskemaet ikke ændres sig.
Overskudsud budget er eksklusiv moms, direkte transportomkostninger og eventuelt udgifter til trykkeri, bilet og materialomkostninger. Budgetet er gældende i 30 dage fra dato med mindre andet er aftalt. Der tages forbehold for usikkerhed i prisestimeringer. Godkendelse af budgettet skal ske skriftligt, fx i en e-mail. Når mindre ændret er skriftligt godkendt i henhold til indvæltning og andre ændringer.