

## Patient Organisation Collaboration Agreement

### 1 Parties

The signor

MSD Danmark ApS  
CVR no. 29883718  
Havneholmen 25  
DK-1561 Copenhagen V

("MSD")

and

the co-signor

HIV Danmark

(the "Organisation")

(collectively the "Parties" and individually a "Party")

have concluded the following agreement on collaboration (the "Collaboration Agreement").

### 2 Purpose of Collaboration Agreement

The purpose of the Collaboration Agreement is HIV-Denmark wants to hold an Orientation Evening at Rigshospitalet on Thursday 19 September 2024, and have requested MSD's sponsorship of this event. The event is for HIC-infected people and their relatives. Also included are health professionals and other stakeholders in the HIV community.

### 3 Name of collaborative project

The name of the collaborative project is Orienteringsaftenen.

#### 4 Parties' roles and obligations in relation to collaboration

By way of the Collaboration Agreement and during the term hereof, MSD undertakes to sponsor the meeting, in return for a stand and participation at the event to raise awareness of MSD's commitments to people living with HIV. If MSD's support covers fees for one or more speakers who are healthcare professionals, such persons may establish an affiliation with MSD and, in that connection, reference is made to clause 13 and **Exhibit 3** below.

By way of the Collaboration Agreement and during the term hereof, the Organisation undertakes to take full responsibility of the organisation of the event.

In connection with MSD's collaboration with the Organisation, MSD will ensure before concluding the Collaboration Agreement that the Parties' collaboration meets the requirements of the ethical rules for the pharmaceutical industry's collaboration with patient organisations etc. (the "Patient Organisation Code").

In connection with the Collaboration Agreement, the Organisation must comply with current, relevant legislation, rules, regulations, public authority requirements and guidelines relating to the collaboration.

The Organisation represents that the aggregate financial support provided annually by MSD amounts to a sum which is less than 50% of the Organisation's annual operating budget.

The Organisation undertakes not to give or offer things of a financial value to any person for the purpose of providing MSD with an undue advantage. Moreover, the Organisation will not receive or request things of a financial value to ensure that the giver of such things obtains an undue advantage in respect of business transactions.

If the collaboration concerns holding events and/or meetings, the relevant event/meeting must comply with art. 8 of the Patient Organisation Code, including in particular in relation to the following:

- The requirement for scientific contents which is met as education and support for people living with HIV.

- The event and the meetings are held at Rigshospitalet which is a suitable location contributing to the main purpose of the event and which is not otherwise known for its entertainment facilities or is too extravagant.
- Catering and hospitality associated with events are limited to expenses for transport, meals, accommodation and fees for participation. All kinds of catering and hospitality will be reasonable in level and strictly limited to the purpose of the event. Meals (food and beverages) will only be offered where the value of such meals does not exceed the applicable caps.
- In connection with the event, MSD will not sponsor or organise entertainment of any kind (e.g. sporting, culture, music or leisure events).
- Catering and hospitality are only offered to persons who qualify as participants in their own right. Catering and hospitality are only provided in exceptional cases to an accompanying person where such person attends to health/supporting/caring needs (e.g. as helper).
- No payment will be offered to compensate for the time spent by representatives in attending the activity.
- MSD will not organise or sponsor events abroad except when (i) the majority of attendees are from abroad and in the light thereof it makes better logistical sense to hold the event in another country than Denmark, or (ii) the location of the relevant resources or expertise involved in the event means that holding it in another country than Denmark makes better logistical sense.

## 5 Time frame

The collaboration, the specific purpose and scope of which are described in clauses 2 and 4, runs from 12.06.24 to 27.09.24. The Parties' rights and obligations under the Collaboration Agreement run from the date of the signature of this agreement and until the obligations of the Collaboration Agreement have been performed unless otherwise explicitly agreed.

## 6 Financial commitment

MSD's financial commitment under the Collaboration Agreement will be in the amount of DKK 39.914, exclusive of VAT. The financial commitment must be used for the organisation for the event as states in the invitation letter.

The commitment is paid for after MSD's receipt of a specified invoice. MSD is entitled to refuse to include expenses that have not been incurred in

accordance with the Collaboration Agreement, including the Patient Organisation Code, in MSD's financial commitment.

## 7 Non-financial commitment

MSD's non-financial commitment is attendance at the meeting and communications regarding the organisation of the meeting.

## 8 Disclosure

The Collaboration Agreement must be available to the public on MSD's website <https://www.msd.dk/> until at **least six months after the expiry of the Collaboration Agreement but not less than 2 years.**

MSD calls attention to the fact that the Organisation is required by legislation to publish on its website all financial benefits, including financial sponsorships (sums of money) and benefits-in-kind, which the Organisation has received from pharmaceutical companies, see section 21 of the Danish Executive Order on Advertising etc. of Medicinal Products (*reklamebekendtgørelsen*).

Such information must be published in a way so that the amount of the financial benefits from each individual company is stated on the website. The information must be made available on the website no later than one month after the Organisation has received the financial benefits. The information must be available on the website for at least two years.

## 9 Use of Organisation's logo

[**Alternative 1:** The Organisation agrees to MSD's use of the Organisation's logo or name and any other use of the collaboration with the Organisation as follows: [INSERT – **PLEASE NOTE THAT IT MUST BE STATED HERE (i) WHAT THE SPECIFIC PURPOSE OF THE USE OF THE ORGANISATION'S LOGO, NAME OR MATERIAL IS AND (ii) THE DESIRED MANNER IN WHICH THE LOGO, NAME, MATERIAL, ETC., IS TO BE USED, see art. 6(c) of the Patient Organisation Code**]. ]

[**Alternative 2:** The Organisation does not agree to MSD's use of the Organisation's logo or name or any other use of the collaboration with the Organisation.]

## 10 Independence and impartiality

By signing the Collaboration Agreement, the Parties declare that the Organisation is free to collaborate with several pharmaceutical companies and that MSD is also free to collaborate with one or more organisations. The Parties further declare that the collaboration will not require exclusive rights with respect to specific product or therapeutic areas. **Please note that, under the ethical rules, the Parties may agree that MSD is the main sponsor for a conference, a campaign etc. However, the Parties cannot agree that MSD should have exclusive sponsorship rights etc.**

By signing the Collaboration Agreement, MSD declares not to impose conditions on the Organisation's stand on professional, scientific and political issues.

By signing the Collaboration Agreement, MSD declares not to hold a position of trust within the Organisation of importance to the Collaboration Agreement, and both Parties also declare that the Collaboration Agreement does not constitute any kind of inducement to recommend, prescribe, purchase, supply, sell or administer specific medicinal products.

The Organisation undertakes to disclose to MSD without delay any and all circumstances existing at the time of signing of the Collaboration Agreement or arising at any time during the term hereof and involving the Organisation or any of its directors, officers or members of their respective families, or any of its employees engaged in the supply of the goods and services hereunder or members of their respective families, which may constitute a conflict of interest for the business relationship between the Parties. In the event of a conflict of interest, the Organisation must cease to work for MSD if requested to do so by MSD.

## 11 Breach

If one of the Parties breaches its obligations under the Collaboration Agreement, the non-breaching Party may terminate the Collaboration

Agreement with immediate effect. The non-breaching Party will also be entitled to seek other remedies for breach available under Danish legislation, including the right to claim damages, irrespective of whether the Collaboration Agreement is terminated for breach.

MSD's company policy requires that MSD's business and operations comply with legislation applicable to MSD's business area. The Organisation accepts to comply at all times with MSD's Ethical Business Practice Policy and Code of Conduct enclosed as **Exhibit 1** to the Collaboration Agreement. If the Organisation or any third party acting on behalf of the Organisation fails to comply with the provisions of **Exhibit 1**, it will be deemed to be a material breach of the Collaboration Agreement. In such cases, MSD may terminate the Collaboration Agreement with immediate effect subject to written notice to the Organisation, and the Organisation must indemnify MSD in respect of any liability resulting from the Organisation's neglect.

## 12 Intellectual property rights

Unless expressly authorised in writing by the other Party or set out herein, neither Party is entitled to use the other Party's intellectual property rights, including all adaptations and variations thereof and amendments thereto for any purpose.

All intellectual property rights belonging to a Party before the effective date created by or for a Party independently of the Collaboration Agreement, remain vested in that Party.

If the Organisation's services include the Organisation's creation or development of deliverables for MSD, the rights to such deliverables, including to any intellectual property rights embedded therein, will fully and solely vest in MSD. In that regard, the Organisation acknowledges that all intellectual property rights subsisting (or which may subsist in the future) in such deliverables, if any, will automatically fully vest in MSD on creation. To the extent that they cannot automatically vest in MSD, the Organisation agrees to assign and transfer all rights, title and benefits relating to such intellectual property rights to MSD. The Organisation agrees to promptly execute all documents and perform all acts as may, in MSD's opinion, be necessary to give effect to this clause. To the extent permitted by law, the Organisation hereby irrevocably waives all moral rights (and all similar rights in other jurisdictions)

which MSD has or will have in any such deliverables created or developed by the Organisation for MSD.

To the extent that any deliverables include any intellectual property rights belonging to the Organisation, the Organisation hereby grants to MSD and/or its affiliates a royalty-free, worldwide, exclusive, non-transferable, irrevocable licence to use such intellectual property rights.

### **13 Transparency and rules on affiliations (notification and permission requirement)**

The Collaboration Agreement respects the provisions of the Danish Medicines Act (*lægemiddeloven*), the Danish Act on Medical Devices (*lov om medicinsk udstyr*), the Danish Pharmacy Act (*apotekerloven*) and the Danish Health Act (*sundhedsloven*) governing the collaboration between healthcare professionals and the medical device and pharmaceutical industries.

### **14 Data protection**

The processing and protection of personal data in connection with the Collaboration Agreement is described in **Exhibit 2**, which the Parties agree to have read and accepted by signing the Collaboration Agreement.

### **15 Governing law and jurisdiction**

The Collaboration Agreement is subject to Danish law in every respect.

If disputes cannot be resolved by mediation, they must be brought before the Maritime and Commercial High Court in Copenhagen.

### **16 Signatures**

12.06.2024 / Copenhagen

[date] / [place]

For MSD Danmark ApS

For the Organisation

*Amy Buczkiewicz*

Amy Buczkiewicz

NoBa Franchise Lead HIV

*Jens Peder Høberg*  
[Name and title]

## Exhibit 1: Ethical Business Practice Policy and Code of Conduct

In performing its obligations under the Collaboration Agreement, the Parties acknowledge that the corporate policy of MSD and its affiliates requires that MSD's business be conducted within the letter and spirit of the law. By signing the Collaboration Agreement, the Parties agree to conduct the business contemplated herein in a manner which is consistent with applicable legislation, including the U.S. Foreign Corrupt Practices Act and good business ethics as described in this exhibit and as communicated to the Organisation by MSD or one of its affiliates from time to time. Specifically, the Organisation warrants and agrees that, in connection with the Collaboration Agreement and MSD's business relating thereto, it, its affiliates, their representatives and anyone acting on their behalf will not offer, make or promise any payment, neither directly nor indirectly, of money or other things of value (collectively, "**Payment**") to any government, political party or international organisation, official, candidate or person acting on behalf of any of the foregoing or directly associated with them, including their employees, business partners, close associates and families (collectively, "**Officials**"), where such Payment would constitute a violation of applicable legislation. In addition, regardless of legality, the Parties must not make any Payment, neither directly nor indirectly, to Officials if such Payment is for the purpose of improperly influencing decisions or actions with respect to the subject matter of the Collaboration Agreement or the business activities of MSD or its affiliates. The Organisation must indemnify MSD for and against all claims, liabilities, demands, losses, fines and penalties resulting in any way from the failure of the Organisation to comply with this exhibit.

The Organisation represents and warrants to the best of its knowledge that the Organisation and its affiliates have provided complete and accurate information and documentation to MSD, its affiliates and their representatives in the course of any due diligence that was conducted, including disclosure of any officers, employees, owners or persons directly or indirectly retained by the Organisation who are in a capacity that may reasonably provide an opportunity to influence decisions or actions with respect to the subject matter of the Collaboration Agreement or the business activities of MSD or its affiliates. The Organisation also acknowledges and agrees that, in the event that the Organisation engages an affiliate, subcontractor or agent, the Organisation will conduct due diligence on such affiliate, subcontractor or agent consistent with the requirements set out in this exhibit and will maintain adequate records and provide such records to MSD to evidence that such due diligence was conducted and that any identified risks were mitigated. The Organisation must make all further disclosures as necessary to ensure that the information provided remains complete and accurate for the duration of the term. The Organisation further covenants that any future information and documentation submitted as part of further due diligence or a certification will be complete and accurate to the best of its knowledge.

The Organisation represents, warrants and covenants that all books, records, invoices and other documents relating to payments and expenses under the Collaboration Agreement, or any statement of work are and will be complete and accurate and reflect in reasonable detail the nature and amounts of transactions and expenditures.

The Organisation further represents, warrants and agrees that no "**off the books**" or other similar funds will be maintained or used in connection with the Collaboration Agreement or any statement of work. Except as expressly provided for in the Collaboration Agreement, the Organisation must not, without MSD's prior written consent which must not be unreasonably withheld, hire or retain subcontractors or agents who will be interacting with Officials on behalf or at the request of the Organisation and who may have an opportunity to influence decisions or actions with respect to the subject matter of the Collaboration Agreement or any statement of work or the business activities of MSD or its affiliates.

The Organisation agrees to ensure that all of the Organisation's and its affiliates' representatives, agents and subcontractors involved in performing the obligations under the Collaboration Agreement are made specifically aware of the compliance requirements under this exhibit, including without limitation by participation of such personnel, employees, agents and subcontractors in mandatory training to be conducted by the Organisation concerning such requirements prior to performing any obligations under the Collaboration Agreement. The Organisation further agrees to certify its continuing compliance with the requirements under this exhibit on a

periodic basis during the term of the Collaboration Agreement in such form as reasonably required by MSD. The Organisation agrees to and will cause its personnel or subcontractors to implement and/or sustain a compliance programme to comply with the requirements of this exhibit and to maintain adequate records of such compliance programme.

MSD endeavours to hold itself and the Organisation to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of the Organisation's other obligations hereunder and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set out elsewhere in the Collaboration Agreement, including without limitation its obligations under this exhibit, the Organisation agrees that it will abide by the letter and spirit of MSD's Business Partner Code of Conduct (the "**Code**") as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>. In the event of a conflict between the obligations in this exhibit and MSD's Code of Conduct, on the one hand, and any other provision in the Collaboration Agreement, on the other hand, such other provision of the Collaboration Agreement will prevail (but only to the extent of the conflict).

The Organisation agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code.

MSD reserves the right, in its sole discretion, to audit the Organisation's operations, books and records to ensure compliance with this exhibit for a period of two years following termination and/or expiry of the Collaboration Agreement. MSD will provide reasonable advance notice of such audit and may conduct it on its own or using a third-party auditor of its choosing. The Organisation must acknowledge MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview the Organisation's employees as part of or in connection with the audit. This audit right is in addition to any other audit rights granted under the Collaboration Agreement.

In the event that an audit identifies any non-compliance by the Organisation with this exhibit, the Organisation will promptly take corrective action to remedy such non-compliance. MSD reserves the right to approve all corrective actions. Corrective actions must be implemented by the Organisation at the Organisation's expense. MSD will endeavour, whenever practicable, to work with the Organisation to remedy the issue and put in place a corrective action plan.

In the event that the Organisation refuses to allow an audit or fails or refuses to take corrective action, MSD reserves the right to terminate the Collaboration Agreement if the Organisation fails to cure such refusal or failure within 90 days after written notice from MSD. This right is in addition to any other remedy available to MSD under the Collaboration Agreement, legislation or case law.

Without prejudice to any rights of MSD under the Collaboration Agreement, any non-compliance with, or any breach of a representation or warranty set out in, this exhibit will constitute a material breach of the Collaboration Agreement, and, in that case, MSD may terminate the Collaboration Agreement immediately without payment of penalty or damages or further performance of any kind.

## Exhibit 2: Processing and protection of personal data

Each Party must, at its own expense, ensure that it complies, and cause the other Party to comply, with all statutory and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including the Data Protection Legislation (as defined below).

### Definitions

**"Data Protection Legislation"** means any data protection, data security or privacy legislation including, without limitation, the EU General Data Protection Regulation 2016/679 (the **"GDPR"**) and any national implementing legislation relating thereto and any legislation governing outbound telephone calls, transmission of electronic mail, transmission of fax messages and any other communication-related data protection, data security or privacy legislation, to which either Party is subject in connection with the Collaboration Agreement.

**"Personal Data"** means any data relating to an identified or identifiable individual, including data that identifies an individual or that could be used to identify, locate, track or contact an individual. Personal Data includes both directly identifiable information, such as names, identification numbers or unique job titles, and indirectly identifiable information, such as dates of birth, unique mobile or wearable device identifiers, information that could be used to identify a household, telephone numbers, key-coded data or online identifiers, such as IP addresses, and includes any data that constitutes "personal data" under the GDPR or similar terms under other Data Protection Legislation.

**"Process"** means to perform any operation or set of operations on Personal Data or sets of Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, access, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, evaluation, analysis, reporting, sharing, alignment or combination, restriction, erasure or destruction.

In the event that the definitions in this exhibit are inconsistent with the definitions given to similar terms or concepts under Data Protection Legislation, the definition given to any such similar term or concept under that applicable Data Protection Legislation will prevail to the extent of the inconsistency, so long as such inconsistency results in a broader definition of such term or concept.

### Data Protection Legislation; Notices, Consent and Authorisations.

The Organisation must comply with Data Protection Legislation when performing its obligations under the Collaboration Agreement, including without limitation when Processing any Personal Information.

The Organisation represents and warrants that:

- (A) with respect to any Personal Data Processed under the Collaboration Agreement, except for Personal Data for which MSD is responsible under Data Protection Legislation for giving and obtaining the notices and consents, at the original time of collection of that Personal Data, necessary for Processing (so long as the Parties do not agree for the Organisation to be responsible), (i) all notices will have been given and the Organisation has and will maintain in effect during the Collaboration Agreement all consents, approvals, authorisations and rights necessary to Process any such Personal Data, including without limitation sharing any Personal Data with MSD, its affiliates or their respective agents or representatives, for any of them to use such Personal Data as contemplated in the Collaboration Agreement and for any regulatory purposes, and (ii) the Organisation will Process such Personal

Data only in accordance with any such notice, consents, approvals and authorisations.

The Organisation will Process Personal Data in connection with the Collaboration Agreement only where it is lawful.

### Exhibit 3: Affiliations between healthcare professionals and companies ensure development of new, innovative methods of treatment

Companies and healthcare professionals have a joint responsibility to create transparency on affiliations so that patients may have confidence in the collaboration. As a company, MSD supports the rules on affiliations which entail the disclosure on the Danish Medicines Agency's website of individual information about healthcare professionals' collaboration with the industry.

Your affiliation with:

Company: MSD Danmark ApS

CVR no.: 29883718

Type of affiliation: **[Insert – e.g. Speaker (requires notification)/Chairperson (requires permission)]**

Please provide the information which must be included in MSD's report by completing the following fields:

Full name:

Authorisation ID:

Email:

Workplace:

Please mark one of the following statements about you as a healthcare professional:

<i>o I undertake clinical duties and treat patients or assist in treatment of patients</i>	<i>o I hold a management position with an influence on other persons' choice of treatment of patients</i>	<i>o I am neither</i>
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**MSD is obligated to inform you that you are required to notify the Danish Medicines Agency of or to apply for the Danish Medicines Agency's permission for the affiliation before such affiliation is established.**

Get help with the notification of or application for permission for your affiliation:

While being guided on whether your affiliation requires notification or permission, the Danish Medicines Agency's [quick guide](#) will direct you to the relevant form.

You may obtain further guidance on the affiliations of [doctors](#), [nurses](#), [dentists](#), [pharmacists](#) or [prescribing pharmacists](#) (in Danish only) by clicking on the relevant profession. You may obtain additional information about the rules on affiliations in the [Danish Executive Order](#) (in Danish only).

Get help with notifying the Danish Medicines Agency of financial support:

You may also find information as to whether you are required to notify the Danish Medicines Agency of any financial support in the Danish Medicines Agency's [quick guide](#) (in Danish only). You may obtain further guidance on the rules on advertising of [medicinal products](#) and [medical devices](#) (in Danish only). You may obtain additional information about [the rules on advertising of medicinal products](#), [rules on advertising of medical devices](#) and [the rules on advertising of products without any medicinal purpose](#) (in Danish only).

#### Why does MSD's report contain your information?

The Danish Medicines Agency uses the information to identify you as a person and a healthcare professional and for them to be able to contact you concerning sensitive personal data in a secure way.

MSD will inform you when MSD reports any information about the affiliation to the Danish Medicines Agency.