

## **Consulting Agreement**

This Consulting Agreement (for one-time project, hereinafter the "Agreement") is made by and between

**JANSSEN-CILAG A/S**, a company with its registered address at Bregnerødvej 133 2, DK-3460 Birkerød , Denmark, cvr DK19248615

(hereinafter "J&J AFFILIATE");

and

COLITIS-CROHN FORENINGEN, Nørregade 71-75 1.th, 5000 Odense C, Denmark

(hereinafter the "Consultant");

J&J AFFILIATE and Consultant, collectively the "Parties".

### **Article 1: Scope of Services**

1.1 Consultant shall use best efforts to:

- a) provide services to J&J AFFILIATE as described in detail in **Annex 1** hereto;
- b) provide J&J AFFILIATE with such reports, specifications, drawings, models, and the like, as are expressly agreed upon or appropriate to the nature of the services to be performed hereunder; and
- c) keep detailed and reviewable records of work performed with a breakdown of time spent thereon, and of those expenses which are eligible for reimbursement by J&J AFFILIATE and to make all such records available to J&J AFFILIATE on request.

1.2 J&J AFFILIATE shall be entitled to place specific work orders in the context of this Agreement. The details of the services to be rendered will then be further discussed between the Parties.

### **Article 2: Remuneration**

2.1 Additionally, J&J AFFILIATE or its appointed agent shall reimburse the Consultant for any reasonable and documented out-of-pocket expenses incurred by Consultant in connection with the contracted consulting service, provided that such out of pocket expenses are consistent with the reimbursement policy of J&J AFFILIATE (attached hereto in Annex 'Travel & Expense Policy'). All travel arrangements for air, rail, lodging and car rental must be booked by Janssen.

- 2.3 The Parties acknowledge and agree that the remuneration of and compensation of "0 DKK" represents the fair market value for all services related to the contracted consulting service, has not been determined in a manner that takes into account the volume or value of any business otherwise generated between J&J AFFILIATE and Consultant, and shall not obligate Consultant to purchase, use, recommend, or arrange for the use of any product of J&J AFFILIATE or its affiliates.

### **Article 3: Term and Termination**

- 3.1 This Agreement shall commence as of the last date of signature here below (hereinafter the "Effective Date") and, unless sooner terminated as provided hereunder, shall continue in full force until the service described in this agreement has been delivered.
- 3.2 In the event that a Party materially fails to fulfill or breaches any material term or condition of this Agreement, and in case such failure or breach should not be remedied by the Party concerned within ninety (90) days of written notice of such breach given by another Party, said other Party may terminate this Agreement with a further ten (10) day's written notice.
- 3.3 In case of early termination, other than as a result of a material breach, the terminating Party will reimburse the other Party for the costs prorated for actual work performed to the date of termination.

### **Article 4: Confidentiality/Return of Documents**

- 4.1 In view of Consultant rendering his services, J&J AFFILIATE may provide Consultant with information concerning J&J AFFILIATE including, without limitation, information regarding existing or contemplated J&J AFFILIATE products, processes, techniques, or know-how, that is confidential or proprietary and the disclosure of which would cause irreparable injury to J&J AFFILIATE (collectively, the "Confidential Information"). Consultant as receiving party (hereinafter a "Receiving Party") agrees not to disclose the Confidential Information to any person unless Receiving Party has received prior written authorization from J&J AFFILIATE. Additionally, upon termination or expiration of this Agreement for any reason or upon the request of J&J AFFILIATE, Receiving Party shall promptly return to J&J AFFILIATE all originals and copies of documents or other materials constituting or containing Confidential Information. Receiving Parties' obligations regarding the Confidential Information shall survive termination or expiration of this Agreement.
- 4.2 Where J&J AFFILIATE has provided Consultant with documents related to or necessary for the performance under this Agreement, Consultant undertakes to properly store such documents and not to allow third parties to access such documents. Consultant shall return such documents to J&J AFFILIATE upon expiry of this Agreement.

- 4.3 Consultant shall not disclose to J&J AFFILIATE, or induce J&J AFFILIATE to use, any confidential information belonging to others, including any other clients or former employers of Consultant.

### **Article 5: Copyright/Publications/Inventions**

- 5.1 Consultant hereby grants J&J AFFILIATE a non-exclusive worldwide and in time unlimited right to use in all possible forms and media all copyrightable documents or products which are created by Consultant in the course of performance of this Agreement, including but not limited to any recordings made of Consultant's performance under this Agreement (hereinafter the "Work"), including, without limitation the right to use, adapt, edit, chose a title for the Work, translate, input and/or combine into (conventional, electronic, digital) database, reproduce (regardless of media of reproduction and of number of reproduced copies), publish, make available online (including in intranets and in the internet), sell, lease, give away for free, exhibit, record, film, and broadcast the Work, in its entirety or in part, in all forms of media, whether in printed or recorded form (analogous or digital), and regardless of whether in writing, as sound and/or as image, and regardless of whether for commercial or charitable purpose ("Right of Use"). The remuneration of Consultant pursuant to Article 2 above shall serve as sufficient consideration for granting of the Right of Use.
- 5.2. The Right of Use shall survive the termination of this Agreement. J&J AFFILIATE shall be entitled to assign or to sublicense in part or in full said Right of Use.
- 5.3 Consultant warrants that in granting the Right of Use, no rights of third parties, including data privacy rights have been infringed and that where necessary, Consultant has obtained approval by third parties in order to grant said Right of Use to J&J AFFILIATE. Consultant shall hold J&J AFFILIATE harmless against third party claims for infringement of copyrights related to the Right of Use granted to J&J AFFILIATE, and shall assist J&J AFFILIATE in defending against such third party claims.
- 5.4 Any inventions, improvements, or ideas made or conceived by Consultant in connection with or during the performance of this Agreement (hereinafter "Service Inventions") shall, either directly or by way of assignment by Consultant to J&J AFFILIATE be the property of J&J AFFILIATE. Consultant, without charge to J&J AFFILIATE other than reasonable payment for time involved in the event this Agreement shall have terminated, but at J&J AFFILIATE's expense, shall execute, acknowledge, and deliver to J&J AFFILIATE all further papers, including applications for patents, as may be necessary to enable J&J AFFILIATE to publish or protect Service Inventions by patent or otherwise in all countries and to vest title to such Service Inventions in J&J AFFILIATE or its nominees, their successors or assigns. Consultant shall render assistance as J&J AFFILIATE may require in any Patent Office proceeding or litigation involving Service Inventions. Consultant, as part of the services to be performed below, shall keep written notebook records of his/her work, properly witnessed for use as invention records, and shall submit such records to J&J AFFILIATE when requested or at the termination of the work. Where assignment by Consultant of rights of Service Inventions to J&J AFFILIATE is necessary in order for said Service Inventions to be the property of J&J AFFILIATE, Consultant undertakes to use his best efforts to obtain any and all

necessary approvals, including, but without limitation, approvals of his employer. The remuneration of Consultant pursuant to Article 2 above shall serve as sufficient consideration for granting respectively assigning the Service Inventions to J&J AFFILIATE.

## **Article 6: General Provisions**

### **6.1 Independent Contractor**

The relationship under this Agreement of J&J AFFILIATE and Consultant shall be that of independent contractors. Neither this Agreement nor the services performed hereunder shall be construed to create the relation of principal and agent or joint venture between J&J AFFILIATE and Consultant and neither J&J AFFILIATE nor Consultant shall have the right to make any commitment for, or create any obligation on behalf of the other party.

### **6.2 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any promise, agreement or consent on the subject matter hereof made between the Parties hereto by officers or employees of the Parties before the execution of this Agreement. No modification of this Agreement shall be binding upon either Party, unless approved in writing by authorized representatives of each of the Parties.

### **6.3 Compliance with Professional and/or Employment Rules**

Where the provision of the consulting services pursuant to Article 1 by Consultant is subject to professional and/or employment rules requiring approval by professional organization and/or employer, Consultant warrants that he shall obtain such approval prior to delivering said consulting services. Upon request by J&J AFFILIATE, Consultant shall provide without delay written evidence of the relevant approval(s). Furthermore Consultant agrees that J&J Affiliate may disclose the existence and content of this Agreement to the relevant professional organization and/or employer and/or relevant institution or government entities where the Consultant is active.

### **6.4 Conflict of Interest**

If permitted by local laws, regulations and Consultant's contractual obligations, Consultant shall notify J&J AFFILIATE if Consultant attains a position to influence purchasing decisions of a government entity or a health-care-related institution owned or substantially controlled by a government or public body. Such purchasing decisions may relate, for instance, to tenders issued by health authorities or decisions of formulary committees of public hospitals. In case of such notification by Consultant, J&J AFFILIATE has the right to terminate this Agreement with immediate effect by written notice. Where such notification to J&J AFFILIATE is not permitted by local laws, regulations or Consultant's contractual obligations, Consultant shall notify the purchase decision-maker in said government entity, institution or hospital of Consultant's financial relationship with J&J AFFILIATE before any purchasing decision is made.

#### 6.5 Compliance with applicable laws

Consultant shall comply with all applicable laws and regulations (**including applicable anti-corruption laws** as stipulated in **Annex 2**) in providing its services under this Agreement.

#### 6.6 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid provision or parts thereof by a new provision, which will approximate as closely as possible the economic result intended by the Parties.

#### 6.7 Personal Data

J&J AFFILIATE needs to collect personal information from Consultant, and J&J AFFILIATE and its affiliates will use such information, in order to manage J&J AFFILIATE's relationship with Consultant pursuant to this Agreement. A list of affiliates is at <http://www.investor.jnj.com/sec.cfm> (click on the link to Form 10K, Exhibit 21, under "SEC Filings"). J&J AFFILIATE may also disclose Consultant's personal information to third-parties service providers, and parties engaged in the organization of events, including hotels and airlines. If Consultant does not provide the personal information requested, J&J AFFILIATE will not be able to fulfill its obligations to Consultant pursuant to this Agreement. Based on J&J AFFILIATE's legitimate interests, J&J AFFILIATE may use Consultant's personal information to compile statistical data based on the information in our databases, as well as on surveys, customer feedback questionnaires, and similar communications.

Consultant may contact J&J AFFILIATE with questions or request to review the personal information J&J AFFILIATE has collected and/or to request its correction, deletion, blocking, data portability or restriction at: [jacdk@its.jnj.com](mailto:jacdk@its.jnj.com) Consultant may also lodge a complaint with a data protection authority for Consultant's country or region.

The use and disclosure of personal information may involve a transfer to other jurisdictions, including the U.S., which may provide for different data protection rules than in Consultant's country. Appropriate contractual and other measures are in place to protect personal information when it is transferred. Consultant may obtain a copy of these measures by contacting J&J AFFILIATE's data protection officer responsible for Consultant's country or region, if applicable, at [emeaprivacy@its.jnj.com](mailto:emeaprivacy@its.jnj.com).

J&J AFFILIATE will retain Consultant's personal information for as long as needed or permitted in the light of the purpose(s) for which it was obtained, based on: (i) the length of time J&J AFFILIATE has an ongoing relationship with Consultant; (ii) whether there is a legal obligation to which J&J AFFILIATE is subject; and (iii) whether retention is advisable in light of J&J AFFILIATE's legal position.

## 6.8 Transparency & Disclosure of transfers of value

Transparency of Collaboration between Health Care Professionals and Medical Device Companies or Pharmaceutical Industries

According to the applicable Danish legislation, doctors, dentists and pharmacists must notify or seek permission from the Danish Medicines Agency ('Lægemiddelstyrelsen') when collaborating with a Pharmaceutical Company or a Medical Device Company. Nurses only need to notify or seek permission when working with a Medical Device Company. Danish Medicines Agency publishes information about collaborations on a list on its website. The legislation and associated guidelines are available on the website of the Danish Medicines Agency, [www.dkma.dk](http://www.dkma.dk).

6.9 Consultant shall declare that Consultant is a consultant to J&J Affiliate whenever Consultant writes or speaks in public about a matter that is the subject of this Agreement.

## 6.10 Governing Law and Dispute Resolution

This Agreement shall be governed by the law of Denmark and the Parties hereto hereby submit to the jurisdiction of the competent court of Denmark.

## 6.11 Electronic Signatures

The Parties explicitly agree to execute this Agreement by way of an electronic signature, and agree this shall constitute a valid and enforceable agreement between the Parties. The present Agreement is made in an electronic pdf-version (using Adobe Esign) which shall be electronically signed by each Party. Each Party hereby acknowledges receipt of the e-signed agreement, electronically signed for approval by both Parties.

### **For J&J AFFILIATE:**



Public Affairs Leader

Oct 1, 2019

### **CONSULTANT:**



Charlotte L. Nielsen (Oct 1, 2019)

Chairman of Colitis-Crohn Foreningen

Oct 1, 2019

**ANNEX 1**  
**Scope of Consulting Services/Fees for Consulting Services**

**I. Scope of Consulting Services**

The purpose of the consulting is to recruit participants to a patient focus group on the UC patient pathway during November 2019. The patient organization has agreed to distribute the invitation to the patient focus group to relevant patients in their network.

**II. Fees for Consulting Services**

The fee for this cooperation is 0 DKK

*Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (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.*

### **Annex: Travel & Expense Policy for Consultants & Speakers**

(Extracts from Johnson & Johnson Global Travel, Meetings and Expense Policy)

**Johnson & Johnson Travel & Meeting Services, or their designated agent, must be used to book all arrangements. This will ensure policy compliance and use of preferred rates. In relation to J&J AFFILIATE supporting an expense, it must have been agreed upon in writing beforehand and must be supported with original receipts.**

Travel must be closely related to the timing of the meeting. J&J AFFILIATE will not arrange for or reimburse travel expenses relating to side-trips, unrelated trip extensions or unnecessary stopovers. There can be no tickets purchased for spouses or guests. Any administration charges due to changes incurred by the recipient cannot be reimbursed.

J&J AFFILIATE is not responsible for providing insurance coverage.

Air Travel: Airfare must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. All flights will be in Economy Class.

Hotel Room: Hotel must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Category 4 stars and below permitted. Lodging should not be at resorts and spas. Bed and breakfast will be allowed, additional costs (telephone, mini-bar, etc.) will not be refunded.

Train: Train travel reservations must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Non-economy class train travel will be permitted when the cost of the travel does not exceed that of the lowest logical airfare to the same destination.

Ground Transportation: Taxicabs are an acceptable mode of local urban transportation (e.g. trips to the airport); however, consideration should be given to alternative services such as buses, tubes or local airport shuttles.

Car rental: Car rental must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Car rental will only be permitted when other suitable means of transportation are not available.

Use of Personal Vehicle: Can as part of travel on behalf of J&J AFFILIATE, under this agreement, be reimbursed in accordance with the prescribed rates approved by the local tax authorities, provided the total reimbursement of mileage will not exceed the cost of an airline or rail ticket.













# [1364017] Consultancy Agreement - for one time project

Final Audit Report

2019-10-01

Created:	2019-10-01
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-  Document created by J&J ICD System (icdsup@its.jnj.com)  
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-  Document e-signed by Tina Buhl (tbuhl@its.jnj.com)  
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-  Charlotte L. Nielsen (formand@ccf.dk) entered valid password.  
2019-10-01 - 3:02:01 PM GMT
-  Document e-signed by Charlotte L. Nielsen (formand@ccf.dk)  
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-  Signed document emailed to Tina Buhl (tbuhl@its.jnj.com), Charlotte L. Nielsen (formand@ccf.dk) and J&J ICD System (icdsup@its.jnj.com)  
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