

## **PATIENT ASSOCIATION PROJECT COLLABORATION AGREEMENT**

This Agreement is made by and between

Janssen-Cilag AS, a company with a registered address at Bregnerødvej 133, 3460 Birkerød , hereafter referred to as “Janssen” ;

and

Colitis-Crohn Foreningen, a not for profit legal entity with a registered address at Nørregade 71-75, 1.th. - 5000 Odense C, hereafter referred to as “PO”.

Janssen and PO are collectively referred to as “The Parties”.

### **WHEREAS:**

- Janssen is a research-oriented pharmaceutical company active in the development and marketing of medicinal products
- PO is a non-profit patient organization with approximately 5,500 members. The primary focus is intestinal diseases as Morbus Crohn, Ulcerative Colitis, Microscopic Colitis and Irritable Colon, and a wide range of related intestinal diseases. The association works for: supporting scientific research, improve colitis-crohn (and other related intestinal diseases) conditions, spreading awareness of the diseases, thereby creating an understanding of the colitis-crohn affected condition, as well as other related intestinal disorders. Furthermore, to support a nationwide structure of the association's work and to participate in Nordic and other international cooperation's.
- PO and Janssen will collaborate to conduct the project described herein under the terms of this agreement.

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

### **Article 1: Scope**

1. PO and Janssen will carry out the project described in Attachment 1 (the “Project”) jointly, and both Parties shall ensure that the Project is carried out 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.

### **Article 2: Support**

1. The parties hereby agree that no funds will be transferred between the parties for the purpose of the Project, and that each party shall be responsible for any contractual arrangements with any third parties engaged in the conduct of the Project, including but not limited to payments to such third parties, and that such contractual arrangements be in accordance with the budget, division of costs, and timelines, as described in Attachment 1.
2. PO and Janssen acknowledge and agree that this collaboration and Project shall not obligate PO to purchase, use, recommend, or arrange for the use of any products of Janssen.
3. PO 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 Janssen, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. Janssen is required to comply with United States laws and regulations, including but not limited to the Foreign Corrupt Practices Act (FCPA), and may be required to account for its direct and indirect interactions with government officials and/or government authorities. Therefore, upon the request of Janssen, PO shall provide Janssen with detailed information of its direct and/or indirect relationships with government officials and/or government authorities.

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

1. PO will publicly recognize this collaboration with Janssen.
2. Janssen may use the logo and name of the PO in relation to this collaboration only.

### **Article 4: Transparency**

1. In order to create appropriate transparency on the support to, and collaboration with, patient organizations by Janssen, and in line with the applicable code(s) of practice, Janssen will make the existence of this agreement and details relating thereto publicly

available (for example, on the internet) and PO explicitly agrees with such disclosure. More precisely, Janssen 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 collaboration;
- f) Amount as contracted, if financial.

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

2. Janssen 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 PO.
3. This article shall survive any termination of the Agreement.

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

1. This Agreement takes effect as of the last signature, hereafter the Effective Date, and will remain in effect up until the completion of the Project.
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 herein.

#### **Article 6: General Provisions**

1. 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.

## 2. GDPR, Data Privacy Clause

Janssen needs to collect personal information from PO and PO employees participating to the work defined in this Appendix (“PO personal information”), and Janssen and its affiliates will use such information, in order to manage Janssen’s relationship with PO 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”). Janssen may also disclose PO’s personal information to third-parties service providers, and parties engaged in the organization of events, including hotels and airlines for the necessary parts to carry out services defined in this Appendix. If PO does not provide the personal information requested, Janssen will not be able to fulfill its obligations to PO pursuant to this Agreement. Based on Janssen’s legitimate interests, Janssen may use PO’s personal information to compile statistical data based on the information in Janssen databases, as well as on surveys, customer feedback questionnaires, and similar communications.

PO may contact Janssen with questions or request to review the personal information Janssen has collected and/or to request its correction, deletion, blocking, data portability or restriction at: Janssen-Cilag A/S Denmark, [jacdk@its.jnj.com](mailto:jacdk@its.jnj.com) PO may also lodge a complaint with a data protection authority for PO’s country or region.

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

Janssen will retain PO’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 Janssen has an ongoing relationship with PO; (ii) whether there is a legal obligation to which Janssen is subject; and (iii) whether retention is advisable in light of Janssen’s legal position.

3. This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.
4. 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.

**For J&J AFFILIATE:**



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Public Affairs Lead

**For ORGANIZATION:**

**Charlotte L. Nielsen**

[Charlotte L. Nielsen \(Mar 26, 2019\)](#)

Chairman off CCF

## **Attachment 1: Project details**

### **Project brief**

Project purpose: To launch an animation series of 3 film regarding the life with IBD at world IBD day May 19.th 2019.

Project description: Janssen will in the agenda for a life with IBD translate and post 3 animated film made by Janssen EMEA and the PAG EFCCA at the Janssen Nordic YouTube channel, at the Janssens Danish website [www.Janssen.com/denmark](http://www.Janssen.com/denmark) and Twitter profile.

Responsibilities regarding contracting other parties e.g. speakers, consultants or meeting organizers: Janssen is responsible for contracting the vendor doing the translation.

No Fee paid from Janssen to Colitis-Crohn Foreningen.

Transperfect is the vendor for the translation of all 3 animation films and all expenses in connection to the this are incl. in budget

PR/Advertising: All 3 animations will be owned by Janssen EMEA/Denmark and will be posted on the Janssen Nordic YouTube channel and Janssen.com/Denmark. Colitis-Crohn Foreningen will be posted in the end of the video with logo and link to their website and are allowed to use the video on their own digital channels by linking out to the Janssen Nordic YouTube channel.

Participation notice: Colitis-Crohn Foreningen allow Janssen to post their logo and link to their website in all 3 animation film.

### **Contact persons**

Colitis-Crohn Foreningen: Landsformand Charlotte Lindgaard Nielsen Janssen: Public Affairs Manager Anne-Sofie Marcher

### **Outputs**

#### **Reporting**

Janssen will post the video at the Janssen Nordic YouTube channel, at Janssens Danish website [www.Janssen.com/denmark](http://www.Janssen.com/denmark) and at Janssen Danish Twitter profile. Colitis -Crohn Foreningen are allowed to use the video on their own digital channels by linking out to the Janssen Nordic YouTube channel.

### **Timelines**

N/A