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**MERCK A/S PATIENT ORGANIZATION SUPPORT AND FUNDING  
REQUEST FORM AND AGREEMENT (NO MATERIAL COMMERCIAL BENEFIT)**

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**MERCK A/S**

**PATIENT ORGANIZATION FUNDING REQUEST FORM<sup>1</sup>**

Date Submitted: 2016-11-22

Requestor Representative's Name: K.B. Madsen

Requestor's Phone Number: N/A

Requesting Patient Organization ("Requestor"): Tarmkræftforeningen

Amount of Support Requested: 50.000 DKK

Detailed Description of Support Requested (including financial and/or non-financial support):

Following projects within Tarmkræftforeningen:

- 1. Remake of the website
- 2. Preparing information meetings
- 3. Preparing newsletters

Supporting Documents Provided: N/A

Merck A/S Order Number: N/A

<p>Send Funding Request Form with supporting documents and this page to:</p> <p>Merck A/S, Strandvejen 102 B, 2900 Hellerup, Denmark</p>	<p><b>Your signature below confirms that: if awarded, this Funding is not being promised or given as a reward or in exchange for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products, or to induce recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products in the future. Note that at this time no commitment has been made to provide this Funding.</b></p>
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Please issue **invoice** for the grant to:

Merck A/S, Strandvejen 102B, 2900 Hellerup, Denmark

and mail it to **dk.invoices@merckgroup.com**

I certify that I am fully authorized to submit this Funding Request and provide the information in this request form on behalf of Requestor, and I affirm that all responses and information provided in this request form are truthful, accurate, and complete.

**On behalf of [Requestor's Name]  
[Requestor's Representative Name]**

Date: \_\_\_\_\_

Printed Name: K.B.Madsen \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_  


<sup>1</sup> Form to be filled out by Merck A/S with the information provided by Requestor's representative and signed by Requestor's representative. Hyperlink to Merck A/S Policy on Interactions with Patients and Patient Organizations.



**MERCK A/S**  
**PATIENT ORGANIZATION SUPPORT AND FUNDING AGREEMENT**

**EFFECTIVE DATE: DATE OF LAST SIGNATURE**

This Agreement for Patient Organization Support and Funding ("Agreement") is effective as of the date set forth above ("Effective Date") between Merck A/S, Strandvejen 102 B, 2900 Hellerup, Denmark, and

Name of Patient Organization ("Requestor"): Tarmkræftforeningen

Street Address: c/o Jette Lyngholm, Ivar Huitfelds Gade 2, 3.th

City, State, Postal Code: 8200 Århus N

Country: Denmark

Telephone Number: N/A

Fax Number: N/A

Email: madsenkb@mail.dk

Merck A/S Contact Person: Field Project Manager Helle Lundum

Merck A/S Order Number: [ ]

Together referred to as the "Parties", and individually referred to as a "Party".



## 1. Background

Merck A/S believes that support to Patient Organizations is a worthy undertaking. Merck A/S is committed to carrying out such support in an appropriate manner and in compliance with all Applicable Laws and Codes. Requestor has submitted an application to receive Patient Organization Funding ("Funding") from Merck A/S (attached hereto in Exhibit B) (the "Patient Organization Funding Request Form"). Merck A/S has approved Requestor's application for the Funding under the terms and conditions set forth in this Agreement. The activities supported by the Funding, as well as the manner in which Merck A/S will provide the Funding are set forth on Exhibit A.

## 2. Definitions

2.1 Applicable Laws. The laws, rules, regulations and ordinances governing the activity contemplated by this Agreement.

2.2 Healthcare Professional. Any trained professional who is licensed to, or any other person who in the course of his/her professional activities may, prescribe, recommend, purchase, dispense, supply, or administer Pharmaceutical Products or provide healthcare services and his/her office staff, and any payor for Pharmaceutical Products, including any national and local reimbursement authority.

2.3 Patient Organization. A not-for-profit institution that primarily represents the interests and needs of patients, their families, and/or their caregivers.

2.4 Pharmaceutical Product. Any Merck A/S drug/medicinal product, biological product, or medical device (irrespective of patent status and/or whether it is branded or not), whether used alone or in combination, that is intended to be used on the prescription of, or under the supervision of, a Healthcare Professional, and which is intended for use in the diagnosis, treatment, or prevention of disease in humans, or to affect the structure or any function of the human body.

## 3. Representations, Warranties, and Obligations

Requestor hereby represents, warrants, and covenants as follows:

- (i) It has the full power and right to enter into this Agreement;
- (ii) It has complied with all Applicable Laws in its application for Funding from Merck A/S and will comply with all Applicable Laws with respect to any Funding under this Agreement;
- (iii) It is not any of the following: (a) an individual, including an individual Healthcare Professional, or (b) a religious organization seeking the Funding for sectarian religious purposes (secular programs of faith-based organizations that meet criteria will be considered), or (c) an academic institution's alumni association;
- (iv) It does not discriminate by age, race, sex, religion, sexual orientation, or disability;
- (v) The Funding constitutes fair market value for the activities supported by the Funding;
- (vi) It shall: (1) use the Funding only for the purposes described, (2) never use the Funding for the personal use or benefit of its employees and/or their family members, and (3) return the Funding to Merck A/S if it is not used for the intended purposes;
- (vii) It shall maintain records during the term of this Agreement and for one (1) year following expiration or termination of this Agreement relating to Funding and related expenditures and uses. Merck A/S or any of Merck A/S's affiliates shall have the right, upon reasonable notice, to examine such records;
- (viii) It shall promptly deliver to Merck A/S any additional information reasonably requested to support Organizer's application for Medical Education Funding;



- (ix) It shall furnish Merck A/S with a reconciliation report concerning the expenditure of the Funding, with appropriate backup documentation;
- (x) The Funding is not being received as a reward or in exchange for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products, or to induce recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products in the future;
- (xi) It shall prominently acknowledge Merck A/S in any publication, material or activity resulting from the Funding;
- (xii) Merck A/S does not require that it be the sole funder of Requestor or of any of Requestor's major programs; and
- (xiii) Requestor shall make no payment nor transfer anything of value, directly or indirectly, to any official or other person to influence any decision to obtain or retain business or gain an advantage in the conduct of business, or to induce such official or other person to perform a function in violation of any Applicable Laws.
- (xiv) Requestor shall at its website publish information on all financial benefits received under this Agreement. The information shall be published at the latest one (1) month after the financial benefit was received. The information shall be available for at least two (2) years.

#### **4. Use of Logos; Publications**

4.1 Logo. Merck A/S will use Requestor's logo and/or other proprietary material only with written permission from Requestor. In seeking such permission, Merck A/S shall clearly state the specific purpose and the way the logo and/or other proprietary material will be used.

4.2 Publications. Merck A/S does not seek to influence the text of Requestor's publications or other materials in a manner favorable to its commercial interests. However, Merck A/S may request correction of factual inaccuracies in any such material. In addition, at the request of Requestor, Merck A/S may contribute to the drafting of the text from a fair and balanced scientific perspective.

#### **5. No Agency**

Nothing in this Agreement shall be deemed to create a relationship of partnership or employment, or agency or joint venture, between the Parties.

#### **6. Data Protection**

6.1 Data Transfer. Requestor acknowledges and provides informed consent that the information contained in this Agreement (Requestor information, contact information, including sensitive personal data, such as information about diseases or health status, as far as applicable) is data that will be transferred to Merck KGaA (Germany) and stored and processed electronically there. This electronic system supports the proposal, approval, review, assessment, and record retention of this Funding. Based on this agreement, Merck KGaA and its affiliates will utilize the data stored in this system in order to identify other interactions between Merck KGaA, its affiliates and Requestor, and to undertake monitoring activities, including identifying and comparing payments and transfers of value between Merck KGaA, its affiliates and Requestor. Except as otherwise set forth in this Agreement, this data will not be shared with other persons outside of the control of the Merck group.

6.2 Affiliates Transfer. Requestor acknowledges and provides informed consent that all the data processed and stored in connection with this Agreement, including the data as set forth in 6.1, will be made accessible to other Merck KGaA affiliates for similar compliance activities as set forth in 6.1. This includes affiliates in other countries outside EU Data Privacy Directive, as well as external third parties acting on behalf of Merck KGaA or its affiliates.

6.3 Use and Retention of Data. All these activities in sections 6.1 and 6.2 serve solely for the purpose of compliance with Applicable Laws. The data will be deleted automatically ten (10) years

after the expiry of the Agreement, provided longer retention is not required by Applicable Laws or by a court.

6.4 Payments Disclosure. Requestor acknowledges and provides informed consent that Merck KGaA and its affiliates may publicly disclosure payments and transfers of value to Healthcare Professionals and their related entities if required by law or applicable codes of practice. Requestor consents to the public disclosure by Merck KGaA and/or its affiliates of information concerning any payments or transfers of value made, directly or indirectly, to Requestor under this Agreement. Disclosure may consist of aggregate payments, dates, and purposes (without disclosing names of individuals) or specific payments, dates, purposes and names of individuals.

## 7. Assignment

The rights and obligations of Requestor under this Agreement are personal to Requestor and may not be assigned or subcontracted to others without Merck A/S's written consent. Merck A/S may assign this Agreement in whole or in part without Requestor's consent.

## 8. Notices

Notices hereunder must be in writing and given to the other Party by in-hand delivery; by electronic mail or facsimile; by first-class mail, postage prepaid; or by air courier to the mailing address set forth above or to such other address as either Party may designate. Notices shall be effective when received.

## 9. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

## 10. Term and Termination

10.1 Term. This Agreement commences on the Effective Date.

10.2 Survival. Expiry or termination of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the termination date. In addition to the specific provisions that survive pursuant to their own terms, the obligations of the Parties under the Sections entitled Data Protection, Notices, Severability, and Miscellaneous shall survive the expiry or termination of this Agreement.

## 11. Miscellaneous

11.1 Entire Agreement. This Agreement, including the Patient Organization Funding Request Form filed by Requestor, which is hereby incorporated by reference, is the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements between the Parties relating to the subject matter hereof.

11.2 Modifications. No agreement modifying or waiving any provision of this Agreement shall be binding unless made in a writing that references this Agreement and is signed by both Parties.

11.3 Jurisdiction. This Agreement and all claims related to it shall be governed by the laws of the headquarters of Merck A/S, without regard to its choice or conflict of law provisions.



**MERCK A/S**Date: 6/12. 16Signature: Hans Koch

Printed Name: Hans Elers Koch \_\_\_\_\_

Title: General Manager \_\_\_\_\_

Date: 5/12 - 16Signature: Bjarke Moosgaard

Printed Name: Bjarke Moosgaard \_\_\_\_\_

Title: Medical  
Advisor \_\_\_\_\_**REQUESTOR**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: K.B.Madsen \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**

**1. Support**

1.1 Merck A/S agrees to provide financial support to Requestor by way of Tarmkræftforeningen. The Restricted Grant funding covers

- Remake of the website
- Preparing information meetings
- Preparing newsletters

for a period of time (the "Support") and on the terms and conditions below. Aside from this Support, Merck A/S will not provide any additional funds or support to Requestor under this Agreement.

1.2 For the avoidance of doubt, the purpose of this activity is to provide easier access of information to colon, rectal and anal cancer patients.

1.3 The role of Merck A/S in this activity is to provide financial support.

1.4 The role of Requestor in this activity is to implement the above activities.

1.5 The collaboration is deemed to commence on the Effective Date of this Agreement. It is estimated that the collaboration will be completed in 2017.

**2. Delivery of Support**

2.1 The Support shall be delivered in the following way:

2.1.1 Merck A/S shall pay Requestor as total financial support<sup>2</sup> in relation to this Agreement: DKK 50.000. Such sum will be payable when Merck A/S has received invoice.

2.1.2 Merck A/S shall provide Requestor with the following:<sup>3</sup> Information slides regarding the diseases.

Requestor agrees that it will be solely responsible for the payment of all taxes and any other charges or deductions related to the Support.



<sup>2</sup> This sub-paragraph to be used if the Support includes a financial element.

<sup>3</sup> This sub-paragraph to be used if the Support includes a non-financial element.