

GRANT AGREEMENT

Gilead Sciences Denmark Aps, having a principal place of business at Arne Jacobsens Allé 7,5., 2300 Copenhagen S, Denmark ("Gilead") has approved funding to the extent of the Grant Amount for the Grant Purpose, as detailed below, for HIV Denmark, Vestergade 18E, Copenhagen (the "Grantee"). This funding is conditional upon the Grantee's acceptance of the terms of this agreement (the "Agreement") and is subject to review.

Description of the Grant

Grantee: HIV Denmark
Vestergade 18E, Copenhagen

Grant Purpose: Grant to cover the direct costs for organizing four annual information meetings in 2017 (HIV Denmark evenings)

Grant Objectives:

The Grant will partly cover the direct costs for organizing the 4 annual meetings being held in Copenhagen, Aarhus, Aalborg and Odense. HIV patients will be invited to attend the meetings in order to be updated on various HIV issues and also to network.

Timescales: 2017 – November 2nd, 7th, 9th, 14th and 16th in Aarhus, Copenhagen, Roskilde, Hvidovre and Odense

Grant Amount: 7.000 Euros (excl VAT). The amount that was applied for is 7.000 Euro – but will be paid out in DKK (currency rate: 7.45239) Therefore the payment will be DKK 52 106.76, which corresponds to 7.000 Euros.

Payment Schedule: DKK 52.107,76 at signature of this agreement and receipt of a valid invoice, referencing **Purchase Order PO# 220001335**. Please send invoice to IntlAPIinvoices@gilead.com or via surface mail to Gilead Sciences Denmark, PO Box 316, Little Island, Co Cork, Ireland.

Continuation of Funding: Any further funding commitment by Gilead to be undertaken beyond (i) the Grant Amount; or (ii) the agreed fixed term of this Agreement, will form part of a separate agreement and Grantee hereby acknowledges that Gilead is under no obligation whatsoever to enter into any such subsequent separate agreement.

Report Requirements: The Grantee should provide Gilead with a report in writing at the end of the term of this Agreement, describing usage of the Grant.

Gilead has provided the Grant Purpose support via a grant for the purpose of supporting healthcare and/or research. The Grantee undertakes to ensure that all activity in connection with the Grant Purpose is fully compliant with the EFPIA/IFPMA and local Codes of Practice.

Gilead does not require to be the sole funder for the project as stated in the Grant Purpose.

For the avoidance of doubt the receipt of this Grant Amount shall impose no obligation upon the Grantee to promote or otherwise encourage the prescription, recommendation, purchase, supply, sale or administration of the products of Gilead or its affiliates.

The funds set out under the Grant Amount are not being conferred to pay or provide benefits for a government official or person who could influence the prescription, purchase or use of Gilead products nor are they being conferred to gain a benefit for Gilead through improper influence.

Confidential

Gilead should be acknowledged in any publications produced by the Grantee in connection with the Grant, stating that: "This has been supported by an unrestricted grant from Gilead Sciences".

Communication Plan: The Grantee will provide all draft materials to Gilead for review in relation to factual accuracy only at least ten (10) working days prior to any public communication regarding the project as set out in the Grant Purpose.

Publication and Data Protection: Gilead shall, and the Grantee hereby allows Gilead to, make publicly available the details of Gilead's support for this project, including (but not limited to) the Grantee's name and address, the Grant Amount and the Grant Purpose. The Grantee hereby gives its consent to the control and processing of such information of the Grantee held by Gilead that falls within the definition of "personal data" pursuant to the Data Protection Directive 95/46/EC or applicable national law. The Grantee also understands and consents to the transfers of such personal data being to affiliates, persons or entities situated outside the European Economic Area ("EEA") by Gilead where necessary in connection with the publication of the grant details (as outlined above). The Grantee is aware that some of the recipients listed above may be located in countries outside of the EEA and that certain of these countries may not have data protection laws that provide the same level of protection as laws in the EEA, and the Grantee agrees that these international transfers of their personal data to recipients in those countries may take place.

Amendment: The parties agree that any amendment to this Agreement shall be made by the parties in writing.

Additional Notes: The Grant Amount (insofar as it shall have been paid) shall forthwith become repayable by the Grantee to Gilead (and any future payments shall cease) in the event that:


- the Grantee fails to apply the grant as set out in the Grant Purpose
- the Grantee ceases to operate in Grantee's current professional capacity or is declared bankrupt, or is placed into receivership or liquidation
- the Grantee is shown to have acted fraudulently or negligently in any material matter in connection with the Grant Purpose.

Declaration


Approvals: Both Gilead and the Grantee warrant to the other that the final form of this Agreement has been reviewed and approved by those with the necessary authority within Gilead and the Grantee. Gilead hereby declares that, where required by the EFPIA/IFPMA and local Codes of Practice, the material or arrangements have been certified in accordance with the appropriate internal approval procedures.

An original and duplicate of this Agreement are enclosed, please sign both of these and return one original. The duplicate is to be retained by you for your files. This agreement will be governed by Danish law. This Agreement shall become effective from the latest date written below.

Gilead Sciences Denmark ApS

Signed: 
Name: Jonas Sandgren
Title: Assoc. Dir. Regulatory Affairs
Dated: 28/10-2017

HIVDenmark

Signed: 
Name: Helle Andersen
Title: Formand
Dated: 31/10-2017