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Fwd: Re: Sponsoraftale 19. juni 2017 | 11.37 | 688 KB

Fra:

Morten Eiersted <morten@hiv-danmark.dk

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GILEAD SCIENCES DENMARK APS SUPPORT FOR REPR. OF PATIENTORGANISATION TO ATTEND MEETING

This agreement (the "Agreement") is made effective as of the last date of signature below (the "Effective Date") by and between

Gilead Sciences Denmark ApS, with a registered address of Arne Jacobsen Alle 7, 5th floor, 2300 Copenhagen, Denmark ("Gilead") and

HIV Danmark, with offices at Vestergade 18E, 4, 1456 Copenhagen, Denmark. ("Recipient").

1. Intent of Gilead and the Recipient. The receipt of support from Gilead, whether financial or otherwise, shall impose no obligation upon the Recipient to promote or otherwise encourage the prescription, recommendation, purchase, supply, sale or administration of the products of Gilead or its affiliates. The Recipient will not be asked by Gilead to endorse a specific Gilead product and any reference to a product will comply with the Recipient's practice on nomenclature.

Any financial support provided under this Agreement is 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.

2. Financial Support. Gilead hereby agrees to provide support to enable attendance at HIV and Your Body, 15-16 June, 2017.

The support that Gilead will provide is 4 487 DKK towards the cost of:

- Hotel accommodation
- Meals
- Travel expenses economy class incurred in order to attend the conference

Gilead will be transparent regarding its support of the Recipient and the Recipient agrees to be similarly transparent.

3. Public Disclosure. Gilead may at its sole discretion decide to publicly disclose that it provides financial support to the Recipient. Any such disclosure will include the specific financial amounts

donated, as required by local laws, regulations or codes of practice.

- 4. Compliance with Regulatory and Policy Requirements. All activities and materials generated as a result of this relationship must comply with Danish laws and regulations relating to the provision of information on healthcare and medicinal products to the general public, including the ethical codes subject to the jurisdiction the ENLI's Ethical Rules on Collaboration with Patient Organizations (the "ENLI Code").
- 5. Declaration. Both Gilead and the Recipient 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 Recipient. Gilead hereby declares that, where required by the ENLI Code, the material or arrangements have been certified in accordance with the appropriate internal approval procedures.
- 6. General. This Agreement shall be governed by and construed in accordance with the laws of Denmark and the parties to this Agreement submit to the exclusive jurisdiction of the Danish courts as regards any claim, dispute or matter arising out of or relating to this Agreement.

This Agreement sets forth the complete, final and exclusive agreement between the parties and supersedes and terminates all prior agreements and understandings between the parties. No amendment to, or waiver of right under, this Agreement is effective unless in writing signed by authorized representatives of the parties.

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> The parties hereto have entered into this Agreement as of the Effective Date by their duly authorised representatives.

GILEAD SCIENCES DENMARK ApS

Name: Jonas Sandgren

Regulatory Manager Title:

Date:

HIV DANMARK

Name: HELLE ANDERSEN

Chairman Title: 13/6 - 2017 Date:

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