



## **COLLABORATION AGREEMENT (Patient Org)**

This Collaboration Agreement (the “AGREEMENT”), effective as of the date signed by both parties, is made between:

- 1) **Otsuka Pharma Scandinavia AB**, Birger Jarlsgatan 27, 111 45 Stockholm, Sweden, corporate no: 556615-8134 (“OTSUKA”) and in collaboration with H. Lundbeck AB, Sweden and Lundbeck Pharma A/S, Denmark.
- 2) **Skizofreniforeningen**, c/o Kasserer Hele Hjarsøe, Borgmester Godskesens Plads 8, 2000 Frederiksberg, Denmark (the “ORGANIZATION”)

### **1 COLLABORATION PROJECT**

OTSUKA will be a company sponsor and collaborative partner to the ORGANIZATION in relation to the following activities (the “Activities”):

The Danish Schizophrenia Association and the Swedish Schizophrenia Association will invite the Norwegian and the Finnish Schizophrenia Associations for a round table discussion regarding common Nordic opportunities and challenges within severe mental health.

Date: 12th November 2019

Time: 12.00 - 19.00

Place: Schizofreniförbundet, Hantverkargatan 3G, Stockholm, Sweden

This AGREEMENT shall not constitute an exclusive agreements, and the ORGANIZATION is thus free to collaborate with other pharmaceutical companies and OTSUKA may collaborate with other patient organizations.

The ORGANIZATION acknowledges and agrees that the contribution provided by OTSUKA is not intended, directly or indirectly, to act as an incentive, for purchasing, selling, ordering, prescribing, administering, supplying, using or recommending OTSUKA’s products or services, and neither the ORGANIZATION nor any person or company working on the ORGANIZATION’s behalf is required to purchase, sell, use, prescribe, administer, supply, order, recommend, promote or advertise OTSUKA’s products or services as a condition of this AGREEMENT.

### **2 OTSUKA COMMITMENT**

OTSUKA has committed to contribute with travel and meals arrangement for Denmark, Finland and Norwegian participants (2 attendees/country). Travel arrangement per person will be approx. 3000DKK/ticket/person, economy class (the price can differ depending on when booking the flight ticket). The meals will be arranged for all participants according to Swedish LIF: 300SEK/pers for lunch and 850SEK/pers for dinner (totally max 700DKK/pers). The total costs will be: 7400DKK and divided as following; 3700DKK Lundbeck Pharma DK and 3700DKK for Otsuka.

OTSUKA may not do anything that may cause bad will for the ORGANIZATION

### **3 ORGANIZATION COMMITMENT**

The ORGANIZATION commitment includes completion of the Activities (defined above). The ORGANIZATION will keep OTSUKA updated on status of the Activities.

DK: Agreement shall be publicly disclosed on the Company's website [www.otsuka.dk](http://www.otsuka.dk) and [www.lundbeck-pharma.dk](http://www.lundbeck-pharma.dk) until 2020-04-13.

The ORGANIZATION must use the financial contribution to carry out of the Activities, such as expenses for venue of scientific speakers, educational material etc. The ORGANIZATION is not entitled to use the financial contribution to cover other types of costs, such as the ordinary business of the ORGANIZATION.

The ORGANIZATION is to use the contribution in accordance with current applicable ethical codes, applicable laws and the further conditions stated in this Agreement. The ORGANIZATION may not do anything that may cause badwill for OTSUKA.

### **4 PAYMENT**

OTSUKA has committed to contribute with travel and meals arrangement for Denmark, Finland and Norwegian participants (2 attendees/country). Travel arrangement per person will be approx. 3000DKK/ticket/person, economy class (the price can differ depending on when booking the flight ticket). The meals will be arranged for all participants according to Swedish LIF: 300SEK/pers for lunch and 850SEK/pers for dinner (totally max 700DKK/pers). The total costs will be: 7400DKK and divided as following; 3700DKK Lundbeck Pharma DK and 3700DKK for Otsuka.

### **5 CONTACT DETAILS**

Contact details for the parties:

OTSUKA:

Erik Gustafsson, [erik.gustafsson@otsuka.se](mailto:erik.gustafsson@otsuka.se) and Annette Giversen, [annette.giversen@otsuka.dk](mailto:annette.giversen@otsuka.dk)

ORGANIZATION:

Skizofreniforeningen, Holger Steinrud

### **6 IN CASE OF CANCELLATION OF ACTIVITY**

If the Activities for some reason cannot be completed. OTSUKA will bear the costs for any funds already paid for.

### **7 TRANSPARENCY**

All parties agree that the content of this agreement may be shared with third parties. The organization is encouraged to openly disclose any payment provided to ORGANIZATION when speaking publicly or other matter.

All parties agree that disclosure of the collaboration shall follow applicable transparency rules, as described in:

DK: The Patient Organization Code "Ethiske regler for lægemiddelindustriens samarbejde med patientforeninger (Patientforeningskodekset)" of the Ethical Committee for the Pharmaceutical Industry in Denmark (ENLI). Pursuant to the Patient Organizations Code of ENLI OTSUKA will

annually update ENLI on projects with Patient Organizations. ENLI will publish such information on its website.

Furthermore, OTSUKA will concurrently with the conclusion of this AGREEMENT publicly disclose details about the collaboration on [www.otsuka-europe.com](http://www.otsuka-europe.com). Such publication will include information on i) the name of the collaboration project, ii) the name of its collaboration partners, iii) the purposes of OTSUKA's collaboration agreements, iv) the roles of the parties in the project, v) timeframes, vi) the size of the financial support, and vii) the scope and content of any non-financial support. Likewise Lundbeck Pharma will publish this AGREEMENT on [www.lundbeck.com/dk](http://www.lundbeck.com/dk).

The ORGANIZATION acknowledges that OTSUKA will make the above information about the AGREEMENT available on its website for at least six months following expiry or termination of the AGREEMENT, and that OTSUKA is required to make copies of the AGREEMENT available upon specific request for a period of up to 10 years following expiry or termination of the AGREEMENT.

OTSUKA calls attention to the fact that under Danish law (specifically Executive Order no. 1153/2014 on advertising of medicinal products, etc.) the ORGANIZATION must publish on its website all financial benefits, including financial sponsorships (sum of money) and benefits-in-kind that the ORGANIZATION has received from pharmaceutical companies, incl. OTSUKA. The publication to be made by the ORGANIZATION shall be conducted in a way that the size of financial benefits of each individual pharmaceutical company appears from the web site. The information shall be made available on the web site no later than a month after the ORGANISZATION has received the financial benefits. The information shall be available on the web site for at least two years hereafter.

FI: According to Finnish Ethical rules "Lääketeollisuus ry's", Otsuka will publish any direct or indirect transfer of value to the organization on [www.otsuka-europe.com](http://www.otsuka-europe.com)

NO: According to Norwegian LMI Rules Part VII: "Samhandling med pasient- og brukerorganisasjoner", OTSUKA will publicly disclose a description of the collaboration, the Activities and the value of OTSUKA's contribution on [www.otsuka-europe.com](http://www.otsuka-europe.com). The information shall remain publicly available for at least three years.

SE According to Swedish code "Läkemedelsbranschens Etiska Regelverk," all projects will be reported in Samarbetsdatabasen at [www.lif.se](http://www.lif.se) and OTSUKA will publicly disclose details about the collaboration on [www.otsuka-europe.com](http://www.otsuka-europe.com)

## **8 CONFIDENTIALITY**

Each party undertakes that it shall not [at any time OR at any time during this agreement, and for a period of [five] years after termination of this agreement,] disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party [or of any member of the group of companies to which the other party belongs], except as permitted by the below (a, b).

Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## **9 ETHICS, ANTI-BRIBERY AND CORRUPTION**

OTSUKA and ORGANIZATION warrant and represent to each other that they shall:

- comply with all applicable laws, statutes, regulations and ethical codes relating to anti-bribery and anti-corruption including but not limited to the applicable national criminal code (the “Relevant Requirements”) in performing their obligations under this Agreement,
- have and maintain in place throughout the remainder of the term of this Agreement policies and procedures, including any adequate procedures regarding anti-bribery and corruption and will carry out the appropriate risk-analyses, training, audits, to ensure compliance with such policies and procedures as well as the Relevant Requirements and carry out enforcement (including disciplinary action) where appropriate.

## **10 DATA PROTECTION**

Both parties undertakes to comply at all times with all applicable laws and regulations, relating to the processing of personal data and privacy within the European Economic Area. In the extent that OTSUKA will process personal data contained in the participants ‘list, OTSUKA and the ORGANIZATION will ensure that the necessary consents have been obtained from the individuals whose personal data are processed, and that they are informed about the processing of personal data under the GDPR as of May 25<sup>th</sup> 2018. Any Personal Data will be processed by Otsuka in accordance with Otsuka’s privacy notice, see website [www.otsuka.se](http://www.otsuka.se) (“Privacy Notice”).

## **11 TERMINATION**

Both parties may terminate this Agreement with one (1) month notice.

## **12 GOVERNING LAW AND DISPUTES**

This AGREEMENT shall be governed by and construed in accordance with the laws of the home country of the Organization. Any dispute, controversy or claim arising out of, or in connection with this Agreement, or the breach, termination or invalidity of this Agreement, shall be settled by the tribunals of competent jurisdiction in Stockholm, Sweden.

The agreement is valid when signed by all parties, and each party should keep one copy each

**For Otsuka Pharma Scandinavia AB**

Stockholm : 05 November 2019 | 08:40 PST

Name: Pontus Billstam

Title: Managing Director

Signature:

DocuSigned by:  
*Pontus Billstam*  
-----43F0FAB47F0A45C-----

**For ORGANIZATION**

**Skizofreniforeningen**

Frederiksberg : 06 November 2019 | 09:14 GMT

Name: Holger Steinrud

Title: Formand

Signature:

DocuSigned by:  
*Holger Steinrud*  
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