

**Donation agreement ('Agreement') between Mundipharma A/S and Odense Universitetshospital,
Department of Respiratory Medicine**

This Agreement sets out the terms on which Mundipharma A/S ("Mundipharma") is committed to donating to Department of Respiratory Medicine, Odense Universitetshospital (the "Group") to cover costs associated with Asthma mHealth: Patient preferences, integrating self-management, and patient-reported outcomes (the "Activity").

The following terms shall apply:

1. The donation amounts to a value of [15,000] DKK. The donation amount will be transferred
to: Jyske Bank
Registreringsnummer: 7562
Kontonummer: 0001090051
IBAN: DK4775620001090051
Swift/bic: JYBADKKK
2. The purpose and scope of the Activity is to create the mHealth, a mobile health application to be used to report ACQ and peakflow - please see enclosed project protocol.
3. The donation will only be used to cover costs associated with the Activity and may under no circumstance be used to cover entertainment or general internal administrations costs.
4. Mundipharma is not obligated to provide any additional amounts or support beyond the donation.
5. The scientific research shall constitute the dominant part and the purpose of the Activity. Furthermore the Activity and donation shall be subject to the Donation Codex, as set by Etisk Nævn for Lægemiddelindustrien (ENLI).
6. The Activity is expected to start in May 2018 and is expected to end 36 months after initiation.
 - a. The first phase (Innovation projects including semi structured interview) will be planned from month 1. July 2018 – 31 June 2019
 - b. The second phase (development of application) is conducted from January until June 2019
 - c. The third phase will be conducted from July 2019 until June 2020
7. Mundipharma's donation is connected to second phase (development of application).
8. Mundipharma will not be responsible to the Group or any third party for any costs, expenses, damages, liabilities or losses arising in connection with the Activities, except as expressly set forth above.
9. The Group will provide Mundipharma a full budget for the Activity, where each cost item is specified.
10. Mundipharma's trademarks or other identifiers may not be used without prior written consent from Mundipharma. Odense University Hospital's trademarks or other identifiers may not be used without the prior written consent from Odense University Hospital.


11. Mundipharma is required to disclose collaboration between the Group and Mundipharma on Mundipharma's website, which contains the in clause 1, 2 and 6 mentioned information. The information is published when the grant is granted. The disclosure must be available on the website for at least two years thereafter or longer if it is relevant in relation to the given donation granted.
12. If the recipient of this donation is a hospital, the following shall apply:
 - a. The donation must be approved from an employee at the hospital, who has the authority to do so. Goran Nadir Salih has the required authority at the hospital, who has approved that the department may receive the grant.
 - b. Before the transfer of the donation amount, the actual bank-transfer must be approved by an employee at the hospital, who has the authority to do so. Hanne Madsen is responsible for the Activity and for the account (money), which the grant is provided to.
13. The provision of this donation should not be interpreted as a formation of an agency relationship, joint venture or venture between the parties and neither party shall have authority to bind the other party to any contract or commitment without the express written consent of the other party.
14. The Group is aware that this donation from Mundipharma is an independent arrangement that is not dependent on or related to any past, present or future business relationship between Mundipharma and the Group or any other business events or decisions that the Group has made or may make in terms of Mundipharma's products. The Group acknowledge that the donation is not contingent on the recommending, purchasing or prescribing of Mundipharma products.
15. In case of changes to the Activity, Mundipharma shall immediately be informed of any such change and the parties shall discuss any impact the changes may have on the donation from Mundipharma or any other relevant change of the terms and conditions of this Agreement. In this regard, the Group is committed to return to Mundipharma any part of the donation not required for the completion of the Activity as well as repay any part of the grant not required for the budgeted purpose.
16. Upon the completion of the Activity, the Group is obliged to submit documentation to Mundipharma demonstrating the completion of the Activity.
17. Mundipharma has the right to immediately terminate this Agreement by written notice to the Group if:
 - a. The Group violates or fails to perform any of its obligations and it is not possible to take corrective action, or if possible, correction has not been completed within seven (7) working days of written notice from Mundipharma.
18. Any changes or additions to this Agreement must be in writing and duly signed by both Parties to be valid.
19. This Agreement shall be governed by and construed in accordance with Danish Law and the Parties hereby submits to the exclusive jurisdiction of the Danish Courts.

This Agreement is executed in two copies, of which the Parties retain a signed copy each.

On behalf of the Group:

01-04-19

Place/date


OUH
Odense Universitetshospital
Goran Nadir Salih
Ledende overlæge
Lungemedicinsk Afdeling J
Kløvervænget 2, Indgang 87/88
DK-5000 Odense C

Signature
Goran Nadir Salih
Head of Department

Read and Acknowledged by

Odense 28.03.19

Place/date



OUH
Odense Universitetshospital
Overlæge Hanne Madsen
Lungemedicinsk Afdeling J
DK-5000 Odense C

Signature
Hanne Madsen
Chief Physician

On behalf of Mundipharma A/S:

VEDBÆL 04.04.19

Place/date


Signature
Name: ANNE BRO BØRNEMANN
Title: HEAD OF MEDICAL, NORDIS