



www.shiredanmark.dk

12 March 2017
Chairman Gaucher association Denmark Anne-Grethe Lauridsen
Gaucher Association Denmark
Ranunkelvej 2
4300
Hobaek
Denmark

Dear Anne-Grethe Lauridsen,

Following a review of your proposal for financial support to Nordic Baltic Gaucher Associations, (the "Patient Organisation"), for a patient organization member meeting, educational meeting for Gaucher patients from Nordic and Baltic countries taking place at Tallink Hotel Riga on the 28-30 April 2017 (the "Meeting"), I am pleased to inform you that Shire Denmark ApS, having a place of business at Havneholmen 29, 1561 Copenhagen V, Denmark ("Shire") will be able to offer financial support of EUR 25.000 (the "Funding").

The Funding, which is intended to be an unrestricted grant, is to contribute to the costs of the Meeting which will focus on the topic of Gaucher disease for educational purposes.

The Funding will be subject to the following terms:

1. The Funding is made in accordance with all relevant regulatory guidelines including, but not limited to the EFPIA (European Federation of Pharmaceutical Industries and Associations) Code and all applicable legislation (including but not limited to the data protection laws and patient confidentiality laws) and the Patient Organisation agrees to comply at all times with such guidelines and legislation.
2. This Funding is in no way contingent on the prescribing, supply, administration, promotion, recommending, buying or selling of any pharmaceutical product of Shire.
3. Neither Shire nor any of its subsidiaries have had any influence over the choice of the speakers, the agenda or the content of the Meeting, the identities of the delegates (save those from Shire) or any involvement in the organisation of the Meeting.
4. The Funding may only be used in accordance with the terms of this agreement.
5. The Funding is subject to the below conditions:
 - o The Funding may only be used for the Meeting specified in this agreement and only for costs that are necessary to conduct the Meeting.
 - o The Funding may not exceed the costs of the Meeting.
 - o The Funding may not mean that a dependency relationship arises.

- The Funding is based on the proposed and complete budget for the Meeting provided by the Patient Organisation.

6. The limits of the Funding shall be:

- Payment of EUR 25.000 which is payable to the Patient Organisation and not to you, personally, within 90 days of the date of this letter.
- The Patient Organisation agrees to provide Shire with a written receipt in respect of the Funding and details of the separate funding account into which the Funding should be paid. Please provide the relevant banking details on the form attached at Appendix 1.
- The Patient Organisation will be solely responsible for any settlement of tax on the payment of the Funding.
- Shire may at any time following the Funding request and the Patient Organisation shall provide a detailed account of the use of the Funding.
- Any extension to the Funding is to be discussed and agreed in advance by Shire.
- In the event that the Meeting is cancelled, Shire shall be notified immediately and any unallocated Funding shall be returned to Shire within thirty (30) days.

7. The nature of Shire's involvement as a result of the Funding will be clearly communicated at the Meeting and this shall also be stated prominently on any materials relating to the Meeting. The Meeting must be held in an appropriate venue that is conducive to the main purpose of the meeting. Hospitality arrangements at meetings must be in compliance with applicable pharmaceutical industry Codes of practice. Funding must not be used to pay for entertainment at meetings.
8. Shire recognises the independence of the Patient Organisation and will not seek to influence the content of editorial material it sponsors. Shire reserves the right to review and comment on any planned publications that arise from the Meeting as a direct result of the Funding for technical accuracy only. Shire commits to complete this process in ten (10) working days from the date of notification. Any publication should clearly reference that the activity was funded by an unrestricted grant of Shire.
9. In working with the Patient Organisation, Shire does not seek to influence the Patient Organisation's attitude towards Shire's products in any way. The Patient Organisation will not be influenced in the advice it gives to its members and audiences regarding pharmaceutical products.
10. Shire will not make public use of the Patient Organisation's logo and or proprietary material without written permission from the Patient Organisation. If Shire wishes to use any such material, Shire will seek the permission of the Patient Organisation and will clearly define the specific purpose and the way the logo and/or proprietary material will be used.
11. Shire and the Patient Organisation may openly declare details of the Funding or other support on their website. Transparency is a fundamental principle that Shire

believes in their relationships with Patient Organisations and will declare funding to the Patient Organisation on its website. Such information shall remain accessible for a minimum of six months following the conclusion of the Meeting. The Patient Organisation agrees to publish details of the Funding on its website no later than one month following receipt of the Funding. Such information shall remain accessible for a minimum of two years following receipt of the Funding.

12. If you agree with the above terms and conditions, please indicate your acceptance by signing and dating both copies of this letter and returning one copy to Shire. This is to accept Funding on the basis of this letter's contents.
13. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Signatures to this agreement transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

We hope that this Funding will enable you to achieve your objectives.

[Signature Page to follow]


Appendix 1
Banking Details

full name of account holder
full name of bank
account details e.g. IBAN

Reference: reference

Yours sincerely

SHIRE DENMARK APS

Signature 

Name: Malin Wickbom

Title: Head of Lysosomal Storage Diseases Nordic and Baltic

Date: 2017-03-29

Zinc Reference: DK/C-ANPROM/GCB/17/0001a(1)

AGREED TO AND ACCEPTED BY:
Gaucher association Denmark on behalf of
Nordic Baltic Gaucher Associations

Signature 

Name: Anne-Grethe Lauridsen

Title: chairman

Date: 5/4-17

Signature: 

Name: ENGELSE RISHOLT

Title: Treasurer

Date: 5/4-17