HCP/HCO CONSULTANCY SERVICES AGREEMENT

[Consultant name]
[Name of organisation]
[Address]
Company registration number: [CVR or other ID #]
("Consultant")

Consultant agrees to share their knowledge within the below field of expertise as an independent contractor providing the services as outlined in this agreement ("the Services"). We, Novo Nordisk Denmark A/S, Kay Fiskers Plads 10, 7 floor., 2300 København S, CVR No. 38180045 ("Novo Nordisk") have identified the need to seek outside expertise from Consultant in the field of [insert Consultant's field of expertise]. Through this outside expertise, we expect to:

[explain purpose of engaging consultant]

This agreement begins on [**DD Month YYYY**] and expires automatically upon completion of Services, or on **[DD Month YYYY],** whichever is later, unless terminated earlier.

1. The Services

1.1 Service description. Consultant will provide the below Services: Prepare for and actively participate in Advisory Board meeting on XX.XXX.XXXX, from XX-XX (time), at XX (venue).

1.2 Consultant. "Consultant" is used interchangeably with Service Provider, Business Partner throughout the agreement.

1.3 Requirements to the Services. As an independent contractor, Consultant agrees to:

(A) Meet all professional codes, medical and scientific professional standards of diligence, skill and care applicable to Consultant and the provision of the Services;
(B) Follow all applicable laws, rules, regulations, and guidelines
(C) Disclose that they are a consultant to Novo Nordisk when speaking or writing in public about any topic concerning this agreement or Novo Nordisk's business.

1.4 Ownership of results. Novo Nordisk owns all deliverables and intellectual property developed by Consultant in performing the services. Novo Nordisk may freely use, modify, and publish such intellectual property. Consultant shall cooperate to transfer ownership of such intellectual property as requested by Novo Nordisk.

1.5 Meetings may be recorded. Consultant allows Novo Nordisk to film, edit, and use recordings of meetings (image, video, and sound) for note taking and educational purposes.

1.6 Work for third parties. Consultant will not perform the same type of services within the same field of expertise for any third party during the term of this agreement, unless agreed between Novo Nordisk and Consultant in writing.

1.7 No conflict of interest. Consultant states it is not aware of any conflict of interest related to the Services provided, and will promptly inform Novo Nordisk if such conflict of interest is discovered.

2. Payment

2.1 Payment amount. Novo Nordisk agrees to pay Consultant a maximum amount of 8100 dkk incl any applicable tax for the below activities. Novo Nordisk will only pay for documented activities and actual services completed. This also applies in case of termination.

Type of activity	Description of activity	Number of hours per activity	x Hourly rate	= Total
Preparation	*Preread - publications*	1	1800dkk	1800 dkk
Actual service delivery	*Advisory Board meeting from 16.30 to 20.00*	3.5	1800dkk	6300 dkk
			Maximum payment amount	8100 dkk incl. any applicable tax

2.2 Necessary travel costs and accommodation. Novo Nordisk or an appointed third party will book and pay for flight and accommodation costs if travel is required to deliver the Services. Novo Nordisk will also pay for reasonable and documented out-of-pocket expenses (e.g. train, parking, mileage).

2.3 No incentive to prescribe or recommend. The payments made by Novo Nordisk indicate no incentive or obligation for consultant to prescribe or otherwise support Novo Nordisk's products or services.

3. Novo Nordisk's Invoice Requirements and Transfer of Payments

3.1 Consultant must submit an invoice or payment form to Novo Nordisk to receive payment. We request the below information on the invoice or payment form:

- Consultant name and address
- Your authorisation number (if you have such)
- Your CPR number (for taxation reporting if you are paid as a private person)
- Date of invoice
- Description of services completed; include breakdown of hours spent on the services
- Payment amount
- Reimbursable expenses and charges; include documentation of such
- Name of Novo Nordisk entity and address as stated in the introduction of this Agreement
- Novo Nordisk recipient of invoice as included below:

Name of Novo Nordisk invoice recipient [Name and NN initials]

3.2 Payment after receipt of invoice/completed payment form. Novo Nordisk will send payment to your bank account within 45 days of receiving a complete invoice/payment form. Novo Nordisk will pay for all bank fees related to payment transfer.

4. Confidentiality

4.1 Confidential information. All Novo Nordisk information is confidential unless it is documented as publicly available, or available for Consultant's permitted and lawful use before Novo Nordisk's disclosure. Consultant will not share Novo Nordisk's confidential information with any third party, and will only use confidential information for performing the services. If legally required to share confidential information, Consultant must inform Novo Nordisk without delay. Any other use of confidential information requires Novo Nordisk's prior written consent.

4.2 Authorised disclosure. Consultant may disclose Novo Nordisk's confidential information to its employees and representatives, when they need to know the information to perform the services, have been informed of, and are bound by the obligations set out in this agreement.

4.3 **No references to Novo Nordisk name and logo.** Consultant will not use Novo Nordisk's name or logo or trademarks, mention Novo Nordisk as a customer, or make any public statement concerning Novo Nordisk without prior written consent.

4.4 **Return or destruction of confidential information.** At the request of Novo Nordisk, Consultant will return or destroy Novo Nordisk's confidential information.

4.5 **After expiration.** Consultant's confidentiality and non-use obligations remain after the expiration or earlier termination of this agreement.

5. Other Terms and Conditions

5.1 **Disclosure requirements towards Danish Medicines Agency.** Novo Nordisk has a duty to inform you about the rules governing healthcare professionals' (HCP) affiliation with pharmaceutical companies in Denmark. You confirm that you have been informed by Novo Nordisk about these rules and about your obligation to notify the Danish Medicines Agency (DMA) about your affiliation with NovoNordisk, including, without limitation, an obligation to report certain personal information to DMA, and that DMA will make such personal information publicly available on DMA's website, (all as further specified in Enclosure 1).

5.2 **Notice of Personal Data Processing.** Novo Nordisk is responsible for any processing of Consultant's personal data, as set out in the Notice of Personal Data Processing for Healthcare Professionals: https://www.novonordisk.com/contact-us/external-support/external-commitments.html. The version in force corresponds to the latest version before this agreement was signed. Follow the link for more information about how your data is collected, used, and protected, including your rights and who to contact with requests or concerns.

5.3 **Termination without cause.** Either party may terminate this agreement with 30 days written notice to the other party.

5.4 **Termination for breach.** Either party will notify the other party if the other party has failed to carry out a material duty. The other party must resolve the breach within 30 days of notification, or the non-breaching party may immediately terminate this agreement.

5.5 **Force Majeure**. Neither party will be liable for failing to perform any obligation in this agreement due to circumstances beyond the party's reasonable control and could not reasonably have been foreseen or avoided.

5.6 **Governing Law and Dispute Resolution.** The laws of Denmark govern this agreement, disregarding choice of law rules. If a dispute cannot be settled by negotiation between parties, it will be settled by the ordinary courts in that country.

6. Approval by principal

6.1 **Registration/approval of affiliation.** You warrant to Novo Nordisk that you have registered and, if necessary, received approval of this affiliation with DMA as required to perform the services under this Agreement.

6.2 **Your compliance with local rules and regulations**. You confirm that the services you provide, and the payments you receive under this Agreement are in compliance with the requirements of your employer (e.g. hospital management) or health care authority.

6.3 **Documentation of Approval**. You agree to obtain written approval from your employer, in the form of the signature of below (Only if employed at public hospital in one of the following regions; Region Hovedstaden, Region Sjælland, Region Nordjylland or Region Midtjylland)

The employer approves the above Agreement:

Place, Date	Name:

7. Agreed to and accepted by:

Date:	Date:
On behalf of Consultant:	On behalf of Novo Nordisk:
Name:	Name:
Title:	Title:

Enclosure 1. Information om tilknytning til Novo Nordisk Denmark A/S, CVR nr 38180045

Samarbejdet mellem sundhedspersoner og lægemiddel- og medicovirksomheder, er reguleret med formålet om at sikre åbenhed. Parterne har et fælles ansvar for at skabe åbenhed om tilknytningen, så patienterne kan have tillid til samarbejdet. Vi støtter som virksomhed op om tilknytningsreglerne som bl.a. medfører, at der på Lægemiddelstyrelsens hjemmeside offentliggøres individuelle oplysninger om sundhedspersoners samarbejde med lægemiddel- og medicovirksomheder.

I denne forbindelse gør vi opmærksom på følgende:

- Vi har pligt til at informere dig om, at du skal anmelde eller ansøge om tilladelse til tilknytningen hos Lægemiddelstyrelsen inden tilknytningen kan påbegyndes.
- Din tilknytning er til Novo Nordisk Denmark A/S, CVR nr 38180045.
- Lægemiddelstyrelsen offentliggør oplysningerne om din tilknytning til Novo Nordisk Denmark A/S på deres hjemmeside.
- Novo Nordisk Denmark A/S indberetter ligeledes tilknytningen til Lægemiddelstyrelsen. Dette sker i januar måned med indberetning af det foregående års samarbejde. Vi skal indberette oplysninger (navn, arbejdsplads, privatadresse/emailadresse, autorisations id samt tilknytningsperiode) til Lægemiddelstyrelsen, så de kan identificere dig som person og sundhedsperson, og for at de kan kontakte dig vedrørende personfølsomme oplysninger på en sikker måde.

Ovenstående er reguleret ved Bekendtgørelse om reklamer mv. for lægemidler, Sundhedsloven, samt EFPIA Code. Den relevante lovgivning og tilhørende vejledninger er tilgængelige på Lægemiddelstyrelsens hjemmeside https://laegemiddelstyrelsen.dk.

Få hjælp til at anmelde- og ansøge om tilladelse til din tilknytning

Du kan ved hjælp af Quickguide-tilknytning få vejledning om, hvorvidt dit samarbejde er omfattet af tilknytningsreglerne, herunder anmeldelses- og ansøgningspligten, og blive ledt til rette blanket.

Med venlig hilsen

Novo Nordisk Denmark A/S