

## GRANT AGREEMENT

### BETWEEN

**Alexion Pharma Spain SL**, a private company established under the laws of Spain, with offices at Dirección: Av. Diagonal, 601, 1<sup>o</sup>- 08028 Barcelona, Spain, hereinafter referred to as

("ALEXION")

### AND

**FUNDACIÓN PÚBLICA ANDALUZA PARA LA INVESTIGACIÓN BIOSANITARIA DE ANDALUCÍA ORIENTAL-ALEJANDRO OTERO (FIBAO)**, with address at Avenida de Madrid 15, 2<sup>a</sup> planta, 18012, Granada

("RECIPIENT")

### BACKGROUND

ALEXION is a global biopharmaceutical company focused on developing and delivering life-transforming therapies for patients with severe and life-threatening rare diseases.

RECIPIENT is a Healthcare Organisation (public hospital) providing health & human services.

RECIPIENT has submitted a request to ALEXION (**Appendix 1**) for financial support of the project described hereto (the "Project" – **Appendix 2**). ALEXION has reviewed this request in accordance with its internal procedures on grants and donations and has approved the funding of the Project by ALEXION.

The purpose of this Agreement is for ALEXION to support the Project by providing a grant on the terms set out in this Agreement (the "Grant").

### AGREEMENT

#### 1. The Grant

The Grant shall be €9,000.00 (nine thousand Euros) and be made on the following terms:

- 1.1 In accordance with applicable codes of practice and all applicable legislation, the offer of this Grant is in no way contingent on the prescribing promotion or recommending of any pharmaceutical product;
- 1.2 RECIPIENT shall use the Grant exclusively for the purposes set out in this Agreement. The Grant is to support the Project and is subject to the terms of this Agreement;
- 1.3 RECIPIENT shall comply with all relevant applicable laws and regulations including (without limitation) data protection requirements as well as applicable codes of conduct;
- 1.4 The Grant shall be paid to RECIPIENT in one lump sum, within 60 days of the date of this Agreement to RECIPIENT's bank account, as follows:

Account holder: FIBAO

Address of account holder: Avenida de Madrid 15, 2<sup>a</sup> planta, 18012, Granada

Bank name: BANKIA

Bank Account Name, if applicable:  
Sort code:  
Account No.: 2038 3699 0160 0015 7216  
BIC/SWIFT: CAHMESMM  
IBAN: ES08 2038 3699 0160 0015 7216

- 1.5 In the event that the Project or reason for the Grant ceases, ALEXION must be notified immediately, and any unallocated Grant must be returned to ALEXION within 30 (thirty) days;
- 1.6 If any of the Grant amount has not been used to support the Project by December 31, 2020, then such amount shall be returned to ALEXION within 30 (thirty) days.

## **2. Publicity and disclosures**

- 2.1 ALEXION will not make public use of the logo of the RECIPIENT and/or proprietary material without written permission from RECIPIENT. If ALEXION wishes to use any such material ALEXION will seek the permission of RECIPIENT and will clearly define the specific purpose and the way the logo and/or proprietary material will be used.
- 2.2 In line with the regulations governing the pharmaceutical industry, RECIPIENT is required to accurately declare the nature and support of ALEXION on any materials or meetings that are supported by ALEXION so that this is apparent from the outset. This wording of the support must be prominent and accurately reflect ALEXION's involvement. RECIPIENT may use Alexion logo in line with regulations or as otherwise agreed in writing with Alexion.
- 2.3 ALEXION has the right to disclose information contained in this Agreement, including the name of the Recipient and the amount and nature of the Grant to comply with any disclosure and/or transparency requirements under applicable laws or codes.

## **3. Indemnity**

The RECIPIENT shall indemnify and hold harmless ALEXION, its officers, agents, sub-contractors and employees against any liabilities, losses, damages, claims, actions or expenses (including reasonable legal expenses) which ALEXION may incur as a result of the misuse of the Grant by the RECIPIENT, the actions, omissions, misconduct, the gross negligence or breach of statutory duty by the RECIPIENT, its officers, agents, sub-contractors or employees or the breach by the RECIPIENT of its obligations under this Agreement, or by its officers, agents, sub-contractors or employees.

## **4. Termination**

In the event of a material breach of this Agreement by RECIPIENT, ALEXION may terminate this Agreement with immediate effect and require the immediate return to it of any unused amount of the Grant.

## **5. Notifications**

All reporting and notifications pursuant to this Agreement shall be in writing and shall be handed over to the relevant party or sent via registered post, via fax or electronic mail to their addresses or fax numbers mentioned below, or to other addresses or numbers given for this purpose:

For ALEXION  
Dirección: Av. Diagonal  
601, 1º- 08028  
Barcelona, Spain

For RECIPIENT:  
FIBAO  
Avenida de Madrid 15, 2ª planta  
18012 Granada  
Spain

Notices sent by post shall be deemed to have been delivered within seven days after the date of posting. Notices sent by facsimile or electronic mail shall be deemed to have been delivered within 24 hours of the time of transmission.

## **6. Amendment**

This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof, and any representation, promise or condition in connection therewith not incorporated herein shall not be binding upon any party. No waiver, alteration, modification, renewal or extension of this Agreement shall be valid unless made in writing and signed on behalf of ALEXION by a duly authorised representative thereof and by RECIPIENT.

## **7. Assignment**

This Agreement shall not be assigned or transferred by either party, other than to affiliates within the same group, except with the prior written consent of the other party.

## **8. Survival**

All obligations set forth in clauses 1, 2, 3, 4 and 5 above shall survive the termination of the Agreement.

**9. Governing Law and disputes**

The performance, execution, delivery and enforcement of this Agreement shall at all times be governed by the laws of Spain and the courts of Barcelona, Spain shall have exclusive jurisdiction.

-signatures on the following page-

**AGREED AND ACCEPTED BY THE DULY AUTHORIZED REPRESENTATIVES**

\_\_\_\_\_  
**Alexion Pharma Spain SL**

Name :

Title :

Date: \_\_\_\_\_

\_\_\_\_\_  
**FIBAO**

Name :

Title : Managing Director

Date: \_\_\_\_\_

## Appendix 1

### Organization Information

\*Organization/Institution Name: HOSPITAL VIRGEN DE LAS NIEVES  
Address: AVDA. FUERZAS ARMADAS, 2  
City: GRANADA  
Country: Spain  
State:  
\*Province/State: GRANADA  
Zip/Postal Code: 18014  
Tax ID: 18014  
Main Telephone:  
Email Address:  
Main Website Address:  
Are you part of a larger Organization?: No  
Parent Organization Legal Name:  
Parent Organization Address:  
Parent Organization City:  
Parent Organization Country:  
Parent Organization State:  
Parent Organization Province/State:  
Parent Organization Zip/Postal Code:  
Parent Organization Tax ID or Equivalent:  
Parent Organization Chapter/Branch/  
Department:  
Organization Type: Health & Human Services  
Year of Establishment: 0  
Do you have a Board of Directors?: Yes  
List Board of Directors:  
Tax Status: ---International  
Has the requesting organization  
previously received external funding?: No  
What year was the funding provided?:  
What was the amount of previous  
funding?:  
What type was the previous funding?:  
Signed W-9:  
Accreditation Certificate:  
Non-Profit Registration/Certificate:

### Proposal

\*Request Owner: Bianka Kolb  
Request Source: External (Submitted 02/14/2020)  
Proposal Type: Medical Education  
Proposal Title: Optimización del abordaje asistencial de pacientes con diagnóstico de Síndrome Mielodisplásico (SMD)  
Project/Program Description: El paciente con SMD suele tener edad avanzada, esta polimedicado y requiere un apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas.

HOSPITAL VIRGEN DE LAS NIEVES #14161763  
Optimización del abordaje asistencial de pacientes con diagnóstico de Síndrome Mielodisplásico (SMD) #59748267  
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-Desglose de cómo será utilizada la cantidad:

Se realizará un programa de apoyo integral al paciente con SMD, dirigido a la optimización del proceso diagnóstico, manejo clínico-terapéutico y apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas, con el fin de mejorar la calidad asistencial de pacientes con diagnóstico de SMD a nivel de la Unidad provincial de SMD del Servicio de Hematología con la colaboración de la Fundación Pública Andaluza para la Investigación Biosanitaria de Andalucía Oriental - Hospital Virgen de las Nieves de Granada

-Describir si hay más colaboradores o bien describir si se están buscando más entidades para el soporte

No disponemos en la actualidad de otros colaboradores para este proyecto

**Project/Program Start Date:** 01/01/2020

**Project/Program End Date:** 12/31/2020

**Therapeutic Area:** Other

**Disease State:** Other

**Needs Assessment:** El paciente con SMD suele tener edad avanzada, esta polimedicado y requiere un apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas.

-Desglose de cómo será utilizada la cantidad:

Se realizará un programa de apoyo integral al paciente con SMD, dirigido a la optimización del proceso diagnóstico, manejo clínico-terapéutico y apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas, con el fin de mejorar la calidad asistencial de pacientes con diagnóstico de SMD a nivel de la Unidad provincial de SMD del Servicio de Hematología con la colaboración de la Fundación Pública Andaluza para la Investigación Biosanitaria de Andalucía Oriental - Hospital Virgen de las Nieves de Granada

-Describir si hay más colaboradores o bien describir si se están buscando más entidades para el soporte

No disponemos en la actualidad de otros colaboradores para este proyecto

**Goals:** -Realizar un programa de apoyo integral al paciente con SMD, dirigido a la optimización del proceso diagnóstico, manejo clínico-terapéutico y apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas, con el fin de mejorar la calidad asistencial de pacientes con diagnóstico de SMD a nivel de la Unidad provincial de SMD del Servicio de Hematología

-Describir si hay más colaboradores o bien describir si se están buscando más entidades para el soporte

**Proposed Outcome:** El paciente con SMD suele tener edad avanzada, esta polimedicado y requiere un apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas.

-Desglose de cómo será utilizada la cantidad:

Se realizará un programa de apoyo integral al paciente con SMD, dirigido a la optimización del proceso diagnóstico, manejo clínico-terapéutico y apoyo asistencial multidisciplinar coordinado, para que siga adecuadamente los tratamientos y así garantizar el mejor abordaje del paciente en sus diferentes facetas, con el fin de mejorar la calidad asistencial de pacientes con diagnóstico de SMD a nivel de la Unidad provincial de SMD del Servicio de Hematología con la colaboración de la Fundación Pública Andaluza para la Investigación Biosanitaria de Andalucía Oriental - Hospital Virgen de las Nieves de Granada

-Describir si hay más colaboradores o bien describir si se están buscando más entidades para el soporte

No disponemos en la actualidad de otros colaboradores para este proyecto

**Measuring Success:** Se realizará una medición de resultados en salud

|                                      |            |     |
|--------------------------------------|------------|-----|
| <b>Number of Each Audience Type:</b> | Physician: | 1   |
|                                      | Nurse:     | 2   |
|                                      | Patient:   | 150 |
|                                      | Other:     | 1   |
|                                      | Total:     | 154 |

**Geographic Focus of Request:** Local

**List of Additional Supporters/Partners:**

**Attendee Event Meals Costs:**

**Logistics & Meeting Management:**

**Request Amount Currency Code (Local Currency Code):** EUR - EURO

**Request Amount (Local Currency):** 9,000.00 EUR

**Previously submitted within the last 12 months?:** No

**Activity Type:** Other

**Delivery of Format:** Other

**Is the program accredited?:** No

**Total Project Budget File:** Carta solicitud donación SMD Alexion 5.11.19.docx

**Proposal:** Carta solicitud donación SMD Alexion 5.11.19.docx

**Letter of Request:** Carta solicitud donación SMD Alexion 5.11.19.docx

**Needs Assessment File:** Carta solicitud donación SMD Alexion 5.11.19.docx

**Outcome Measures Plan:** Carta solicitud donación SMD Alexion 5.11.19.docx

**Additional Files:** Carta solicitud donación SMD Alexion 5.11.19.docx

**Certification Agreement:** • I Agree.

## **Appendix 2**

### **Project Description**

The patients with myelodysplastic syndrome (MDS) are usually elderly, polymedicated and require coordinated multidisciplinary care support to adequately follow the treatments and thus ensure the best approach to the patients in their different life aspects. The aim of the Project titled "Optimización del abordaje asistencial de pacientes con diagnóstico de Síndrome Mielodisplásico (SMD)", is to carry out a comprehensive support program for patients with MDS, focused on the optimization of the diagnostic process, clinical and therapeutic management and coordinated multidisciplinary care support, to adequately follow the treatments and thus ensure the best approach to the patients in their different phases, improving in this way the quality of care for patients diagnosed with MDS at the level of the provincial MDS Unit of the Hematology Service with the collaboration of the RECIPIENT.