

# GRANT AGREEMENT

**Danish Diabetes and Endocrine Academy (DDEA)**

between Novo Nordisk Foundation

and Danish Diabetes and Endocrine Academy, Odense University Hospital

13 October 2022

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Grant number: NNF22SA0079901

Danish Diabetes and Endocrine Academy, Odense University Hospital  
CEO Niels Nørgaard Pedersen  
Sdr. Boulevard 29  
5000 Odense C  
CVR nr- 29190909

13 October 2022  
Ref.: RQ/PFE

The Board of Directors of the Novo Nordisk Foundation has awarded up to:

DKK 194,620,000  
(onehundredandninetyfourmillionsixhundredandtwentythousand Danish kroner) ("the Grant")

to Odense University Hospital ("the Grant Recipient") for the Danish Diabetes and Endocrine Academy ("the Project").

## 1 Background and purpose

- 1.1 The Novo Nordisk Foundation, Tuborg Havnevej 19, DK-2900 Hellerup, CVR no 10 58 29 89 ("the Foundation") is a Danish foundation with corporate interests. The Foundation has two objectives: 1) to provide a stable basis for the commercial and research activities of the companies in the Novo Group; and 2) to support scientific, humanitarian and social purposes. This Grant falls within the Foundation's scientific purpose.
- 1.2 The Foundation has awarded the Grant with the following overall objectives:
  - To provide excellent research education and talent development for early-career researchers in diabetes and endocrinology
  - To promote networking and collaborations in diabetes and endocrine research across research fields, sectors, and borders, by unifying academia, hospitals, and the life science industry
  - To fund talented early-career researchers and visiting professors in diabetes and endocrinology to increase the supply of world-class research talent
- 1.3 The strategic focus is to build capacity by developing the skills, talent and careers of early-career researchers. This will support the ability to perform high-quality research, with the short-term impact of enhancing the quality of research education, strengthening networking and collaboration, and increasing the supply of research talent.

- 1.4 The purpose of DDEA is to develop and strengthen the quality of Danish diabetes and endocrine research and research education. DDEA will build on the strategy, experiences and achievements realised by DDA during the past ten years.
- 1.5 This agreement (“the Agreement”) governs the Grant.

## 2 About the Grant in general

- 2.1 The Project must be carried out in accordance with the application submitted to the Foundation dated 1 April 2022, including the attached budget (“the Grant Application”), and this Agreement.
- 2.2 The grant number is: **NNF22SA0079901**.
- 2.3 The Project starts on 1 January 2023 and runs until 31 December 2027 (“the Grant Period”).

## 3 Special conditions applying to the Grant

- 3.1 The Foundation appoints the Chairman of the Danish Diabetes and Endocrine Academy’s Board of Directors.
- 3.2 The Foundation can appoint a member of the Danish Diabetes and Endocrine Academy’s Board of Directors.
- 3.3 The composition of the Danish Diabetes and Endocrine Academy’s Board of Directors is conditional on the Foundation’s approval of the final board composition.
- 3.4 The Grant Recipient must provide a strategy and concrete plan for a continuation of the Academy beyond the Grant Period. This must describe a continuation based on funding from other sources than the Foundation. If the Academy is not able to present such a strategy and concrete plan, then the Academy must present a plan for phasing out the Grant. This strategy including a concrete plan for a continuation of the Academy or a plan for phasing out the Grant must be presented to the Foundation no later than 1 September 2025. Based on the presented material, the Foundation may decide to decrease the Academy’s funding for 2026-27 and phase out the Grant.
- 3.5 As the Grant period spans several years, the Foundation emphasises the importance of continuous dialogue between the Foundation, the Grant Recipient and the Academy leadership. To this end, a contact committee shall be established. The contact committee must be composed of the CEO of the Grant Recipient, the Head of the Academy and a senior representative from the relevant programme area in the Foundation. All members of the contact committee can invite 1-2 relevant staff members to participate in the meetings. The Academy’s leadership is responsible

for planning and facilitating the meetings. The meetings shall take place every year in Q2, and at the meetings the Foundation is to be informed of the current work and progress of the Academy.

## 4 Responsibility

- 4.1 The Grant Recipient is scientifically and financially responsible for the Project.
- 4.2 The Grant Recipient is responsible for completion of the Project and reporting in accordance with this Agreement, including but not limited to submitting a report when the Project is completed and annual accounts as applicable.

## 5 Contact with the Foundation

- 5.1 The contact person for the Foundation is Rikke Ørtved, Senior Project Lead, [rq@novo.dk](mailto:rq@novo.dk).
- 5.2 The contact person for the Academy is Chairman of the Danish Diabetes and Endocrine Academy's Board of Directors Allan Flyvbjerg, [allan.flyvbjerg@regionh.dk](mailto:allan.flyvbjerg@regionh.dk).
- 5.3 The contact person for the Grant Recipient is CEO Niels Nørgaard Pedersen, [Niels.Noergaard.Pedersen@rsyd.dk](mailto:Niels.Noergaard.Pedersen@rsyd.dk).

## 6 Grant payment

- 6.1 The Foundation will make the first grant payment after the Foundation has received a payment request.
- 6.2 Each year, the Grant Recipient must submit a new payment request after the Foundation has approved the annual financial reporting and an updated budget. The approval of an updated budget is only relevant if the budget has been updated. The Foundation will pay the remaining annual instalments of the Grant each year no later than one month after the Foundation has approved the payment request for the instalment for the relevant year.
- 6.3 The Foundation will transfer the funds in accordance with the expected payment plan ("the Payment Plan") below. Payment will be made to the NemKonto/Easy Account of the Grant Recipient.
- 6.4 According to the approved budget in the Grant Application, the Grant will cover the following costs:
  - a) Education and Talent Development Activities
  - b) Networking and Collaboration Activities
  - c) Grant Activities

- d) Secretariat (salary)
- e) Running Costs

#### 6.5 Payment Plan:

2023	DKK 31,791,000
2024	DKK 46,761,000
2025	DKK 47,986,000
2026	DKK 42,641,000
2027	DKK 25,441,000
<b>Total</b>	<b>DKK 194,620,000</b>

- 6.6 If the Grant Recipient does not use all the funds paid in one year, the Grant Recipient may apply for a reallocation of the unused funds to the remaining years of the project. If so, the Grant Recipient must update the budget accordingly and submit the updated budget together with the financial reporting to the Foundation for the Foundation's approval. The Foundation may require that the Grant Recipient submits an updated payment plan including a motivation for why the funds will be redistributed with the project.
- 6.7 If the Foundation does not receive a payment request within three months after the start of the Project, the Grant is null and void.

## 7 Use of funds

- 7.1 The Grant Recipient must use the Grant in accordance with the approved Grant Application.
- 7.2 The Foundation does not provide support to cover overhead, i.e. expenses that are not directly related to or relevant to the Project.
- 7.3 The Grant includes Administrative Support to cover expenses related to the administration of the Grant, specifically regarding accounting, budgeting, controlling, auditing and reporting. The Administrative Support may not exceed the amount included in the Grant Application.
- 7.4 The Foundation reserves the right to conduct an audit of the Project to determine whether the Grant has been used in accordance with the Grant Application and any subsequent approved changes. The Foundation has the right to appoint an independent auditor to conduct the audit. The Foundation will, through payment to the independent auditor, cover the cost of the audit. The Grant Recipient must make itself available and contribute loyally to the audit as requested by the Foundation, and make all relevant material available.

## 8 Reporting

### Financial reporting

- 8.1 By 31 March of each year of the Grant, the Grant Recipient shall submit a financial report to the Foundation describing the annual accounts and the budget for the Academy for the Foundation's approval. The deadline for the first submission is 31 March 2024. The financial reporting must include realised accounting data for the previous year of the Grant Period (the first year's financial reporting must cover the period from 1 January 2023 to 31 December 2023). The financial report regarding the final year of the grant period must be submitted no later than 31 March 2028. The foundation will provide further information on how to report prior to this date.
- 8.2 The accounts and the budgets must be structured in accordance with the structure of the Grant Application. The accounts and the budgets must comply with applicable legislation and regulations and the usual recognised standards.

### Reporting on the activities

- 8.3 The first report in the Foundation's web-based reporting system (currently named @Researchfish) on the activities must be submitted by mid-January 2024, and the first year's reporting must cover the period from 1 January 2023 to 31 December 2023. The Foundation will send detailed information to the Grant Recipient explaining how to use the Foundation's web-based reporting system when reporting on the activities.
- 8.4 The annual report on the activities must include information on the activities in the previous project year and the overall status and results of the Project. The Foundation may change the requirements for the information that must be included in the annual report on the activities.
- 8.5 In addition to the yearly reporting in the Foundation's web-based reporting system, the Grant Recipient shall submit a bi-annual report (1 page) in Q2 and Q4, describing the current activities and the progress of the Academy. The Foundation will send detailed information to Grant Recipient concerning the expected content.

### Additional reporting

- 8.6 The Grant Recipient shall invite the Foundation for a yearly informal meeting to discuss the progress made within the project (see add 3.5).
- 8.7 The Grant Recipient must submit a self-evaluation report to the Foundation by the end of 2026. Specific details and requirements for this evaluation will be provided by the Foundation. The Foundation may submit this self-evaluation for external peer review.
- 8.8 The Foundation may require additional reporting if the Foundation considers this appropriate.

8.9 The Grant Recipient is prohibited from including publications and other research output that do not appropriately acknowledge the support of the Foundation in any reporting about the Project to the Foundation.

8.10 The deadlines for submission shall be as follows:

Deadline	Document or Information	Signatures
15 October	Provisional budget and pay-out plan for following year (by email)	Head of Academy
Mid-January	Information for the scientific report submitted through the foundations web-based reporting system (in @ResearchFish)	Head of Academy
31 March	Annual accounts for the previous year (in Norma)	CEO of Grant Recipient and Head of Academy
31 March	Budget for the current year and updated pay-out plan for the remaining Grant Period (in Norma)	CEO of Grant Recipient and Head of Academy
31 March	Payment request (in Norma)	CEO of Grant Recipient and Head of Academy
31 March	Budget change requests (by email and in Norma)	Head of Academy and CEO of Grant Recipient
15 June and 15 December	Bi-annual report on high level activities (by Email)	Head of Academy

## 9 Project completion

9.1 When the Grant Period ends, and no later than 31 March 2028, the Grant Recipient must submit a final report in the Foundation's web-based reporting system that must include information on the activities of the Project and the results achieved, as described in the Grant Application.



- 9.2 The Grant Recipient must update the outcome achieved by the Project through the Foundation's web-based reporting system for five years after the Grant Period ends. The Grant Recipient may submit a request to the Foundation to terminate the updating before reaching the end of the five-year period if the Grant Recipient anticipates no further activities and results. The Foundation will send detailed information to the Grant Recipient on how to use the Foundation's web-based reporting system in relation to the project completion.
- 9.3 After the Grant Period ends, and no later than 31 March 2028, the Grant Recipient is required to return any unused funds exceeding DKK 1,000 to the Foundation.

## 10 Changes

- 10.1 The Grant Recipient is required to obtain prior written approval from the Foundation for all significant changes to the Project.

The following are areas of significant changes for which the Grant Recipient is required to obtain prior written approval from the Foundation. Other areas, not listed below, also require prior approval:

- a) changes in the Grant Period;
  - b) changes in the budget compared to the latest approved version of the budget;
  - c) changes in the purpose of the Grant as described in the Grant Application;
  - d) changes in the Grant Recipient;
  - e) changes in the Academy Leadership; and
  - f) changes in the composition of the Danish Diabetes and Endocrine Academy's Board of Directors.
- 10.2 The significant changes listed above are not exhaustive. The Foundation may stipulate additional areas in which the Grant Recipient must obtain prior written approval from the Foundation before making changes.

## 11 Legal and regulatory compliance, etc.

- 11.1 The Grant Recipient must comply with all applicable legislation, regulations, standards and ethical norms.
- 11.2 The Grant Recipient, personnel employed or financed through the Grant or the Project, as well as any other persons or legal entities related to the Grant or the Project, must comply with the Foundation's Code of Conduct to ensure that the activities supported are carried out with respect for and in harmony with the parties involved and society as a whole. The Foundation's Code of Conduct is available on the Foundation's website.

## 12 Employment terms and salaries

- 12.1 Any employment of personnel pursuant to the Grant must be carried out in accordance with applicable regulations, practices and collective agreements. The Foundation is not responsible for the conditions of employment pursuant to the Grant.
- 12.2 The Grant Recipient is required to ensure that the salaries of employees hired pursuant to the Grant can be paid based on the amount of the Grant in accordance with the Grant Application. The Grant Recipient must ensure that salaries are determined in accordance with applicable regulations, practices and collective agreements.
- 12.3 Upon request, the Grant Recipient must provide documentation showing that any changes in employees' salaries in accordance with the Grant are solely carried out after evaluation and in accordance with applicable regulations, practices and collective agreements.
- 12.4 For leave of absence in connection with birth of a child, including adoption, the Foundation will cover additional expenses related to the Grant Recipient or personnel employed at a Danish institution pursuant to the Grant if such person(s) salary(-ies) is wholly or partially covered by the Grant. The additional expenses constitute the difference between salary paid during the leave of absence and reimbursement received from public sources. Funding will be paid to the administrating institution as a supplementary grant upon submission of a financial statement, including a calculation of the additional expenses.

## 13 Public communication and publication

- 13.1 The Grant Recipient must ensure that it is fully transparent on all relevant communication platforms (such as websites, press releases, etc.) that the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) has supported the Project.
- 13.2 The Grant Recipient must ensure that any publication resulting from the Project clearly states: 1) that the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) has supported the Project and 2) the Project's grant number.
- 13.3 The Grant Recipient must ensure that no person or legal entity related to the Grant uses the name of the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) in any other way than mentioned in this Agreement without the prior written consent of the Foundation.

## 14 Intellectual property rights

- 14.1 The Foundation will not claim ownership of or rights to any intellectual property generated by the activities the Grant supports.

14.2 The Foundation encourages Grant Recipient to apply for patents if inventions are generated.

## **15 Equitable Access Commitment.**

15.1 The Grant Recipient will conduct and manage the Project and Funded Developments in a manner that ensures Equitable Access. “Equitable Access” means that: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) Funded Developments will be made available and accessible to the target beneficiaries at an affordable price and with sufficient supply to people most in need within low- and lower middle-income countries, and will not be unreasonably delayed compared to Funded Developments made available in high-income countries. “Funded Developments” means the products, services, processes, technologies, materials, software, data, other innovations and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “Background Technology” means any and all products, services, processes, technologies, materials, software, data or other innovations, and intellectual property created by the Grant Recipient or a third party prior to or outside of the Project and used as part of the Project.

## **16 Taxation**

16.1 The Foundation is not responsible for any matter relating to taxation of the Grant. The Grant Recipient may contact the relevant tax authorities and/or tax advisers for guidance on taxation.

## **17 Personal data**

17.1 When submitting an application to the Foundation, the Foundation may process personal data about the applicant as described in this section and in the Foundation’s privacy notice, section 2.1 “Grant application and payment of grants”. This also applies in relation to the process of personal data that may be processed for the purpose of paying the Grant. Further, the Foundation may process personal data for the purpose of assessing the impact of the Foundation’s grants on society and associated statistical research, including analysis and secondary national and international (either within EEA or in a third country) research projects measuring on different parameters, such as equality and diversity, in funding across scientific fields. For these purposes, only necessary non-sensitive, ordinary personal data will be processed, and the lawfulness of the processing will be based on the Foundation’s legitimate interests in being able to demonstrate the value and impact of research in relation to grants and other activities and improving funding strategies to enhance equality and diversity through funding processes. More information about this processing of personal data is included in the Foundation’s privacy notice, section 2.2 “Grant administration and impact assessment”.

- 17.2 Further information, including about the data subject's rights: Refer to section 3: "Transfers to countries outside the EU/EEA" of the Foundation's privacy notice for general information on how the Foundation transfers personal data, and section 5: "Your rights". The Foundation's privacy notice can be found on the Foundation's website: [General-privacy-notice-2021.pdf \(novonordiskfonden.dk\)](#).

## 18 Breach of contract

- 18.1 If the Grant Recipient or any other person or legal entity related to the Grant does not comply with the conditions of this Agreement, the Foundation may require that the Grant Recipient repays the Grant in full or in part.
- 18.2 If the Grant Recipient or any other person or legal entity related to the Grant does not comply with the conditions of this Agreement, the Foundation is entitled to terminate, reduce or phase out the Grant.
- 18.3 If this Agreement is breached, the Grant Recipient and any other person or legal entity related to the Grant must cease to mention the Foundation in connection with the Project if the Foundation requests so.

## 19 Choice of law and jurisdiction

- 19.1 This Agreement is governed by Danish law.
- 19.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, must be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings commence. The arbitral tribunal must comprise three arbitrators. The place of arbitration must be Copenhagen. The language to be used in the arbitration proceedings must be Danish.
- 19.3 Regardless of the above subsection, the Foundation is entitled to exercise all other powers in accordance with applicable legislation.

## 20 Appendices

- 20.1 Grant Application incl. addendum and final budget
- 20.2 Appendices to the grant application

Date:

14 October 2022



Mads Krogsgaard Thomsen  
Chief Executive Officer  
The Novo Nordisk Foundation

Date:

14. December 2022



Niels Nørgaard Pedersen  
Chief Executive Officer  
Odense University Hospital