

Product Donation Form

Novo Nordisk Inc. is proud to provide ongoing support for diabetes camps nationwide by donating selected Novo Nordisk diabetes products to qualifying camps.

Instructions

If you would like to be considered for participation in this Program and request a donation of Novo Nordisk products for your camp, please:

- 1) **Complete all information** on this form, including all practitioner information. **Sign and date** the form.
- 2) Review and **initial the attached Terms & Conditions**, which are incorporated herein by reference as if fully stated below.
- 3) If your Diabetes Camp is a recognized, non-profit 501(c) or other organization, please **provide your IRS determination letter** (preferred) or a statement that you are a recognized and qualified non-profit, tax-exempt organization.
- 4) **Return all documents** by email to NovoNordiskCustomerService@NovoNordisk.com

For questions regarding this Program, please call 800-643-6686.

Camp Information

Check here if all requested products will be shipped to camp address.

Check here if all requested products will be shipped to the address of the licensed practitioner identified below.

Name of Diabetes Camp _____

Address of Diabetes Camp _____

City _____ State _____ Zip _____

Contact Name _____

Contact Title _____

Contact Telephone _____

Contact E-mail _____

Organization Federal Tax ID# _____

Requested Delivery Date _____

Diabetes Camp Dates (mm/dd/yy) _____ to _____

Estimated # of Campers _____

Contact Signature _____

PLEASE FILL OUT PAGES 2, 3, AND 5

Product Donation Form

Practitioner Information (All fields required)

First Name _____

Last Name _____

Professional Designation _____

Affiliation with camp _____

Address _____

City _____ State _____ Zip _____

Practitioner Telephone _____ Fax _____

State License # _____

"I certify that I am a licensed practitioner eligible to receive and prescribe these products. If I am a Nurse Practitioner or Physician Assistant, I certify that I am authorized and eligible in the state within which I am currently practicing to request and receive these products, and that I have my supervising Physician's approval to do so if required by law. I have requested these products for the medical needs of my diabetes patients attending a diabetes summer camp and acknowledge these products cannot be sold, traded, bartered, billed to a third party payer (including Federal Health Care Programs), or returned for credit."

SIGN HERE > _____
Practitioner Original Signature Only Date of Request

Practitioner Representations (to be reviewed, completed and signed below by practitioner only if requested product is being shipped to practitioner's address)

I certify that, on the request of _____ [insert camp name] ("Camp"), a diabetes summer camp, I have agreed to receive shipment of pharmaceutical products donated by Novo Nordisk Inc. ("Program Products") on behalf of Camp and acknowledge that the receipt, handling and use of such Program Products is subject to the Product Donation Terms and Conditions set forth in this Product Donation Form by and between Novo Nordisk Inc. and Camp ("Donation Agreement").

As a condition of receiving shipment of Program Products on behalf of Camp, I represent and warrant that I shall: (i) store, handle, transport, dispense, administer and account for the Program Products in compliance with all applicable federal, state and local laws, rules and regulations, and the applicable approved product labeling (including, without limitation, storage and handling specifications contained therein); (ii) secure the Program Products against theft, tampering and diversion during storage, handling, transportation, dispensing and administration of the Program Products in compliance with all applicable federal, state and local laws, rules and regulations; (iii) promptly notify Novo Nordisk Inc. in the event I learn or suspect that Program Product received is illegitimate or diverted (including, without limitation, diversion through loss or theft of Program Product); and (iv) comply with the Product Donation Terms and Conditions set forth in the Donation Agreement.

As a condition of receiving shipment of Program Products, I acknowledge that Novo Nordisk Inc. disclaims all responsibility for any expenses resulting from or related to storage, handling, transporting, dispensing or administration of Program Product incurred following receipt of the Program Product shipment ("Expenses") and agree to hold Novo Nordisk Inc. and its employees and agents harmless against any and all claims, liabilities, demands, causes of action, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from or related to such Expenses.

SIGN HERE > _____
Practitioner Original Signature Only Date of Request



Product Donation Form

Product Information

Please make sure all items on previous pages are checked off, and return all materials by email to NovoNordiskCustomerService@NovoNordisk.com

For questions regarding this Program, please call 800-643-6686.

Please select the items by checking the boxes below and inserting the quantity requested:

| | | |
|--------|--|------------|
| 320111 | Fiasp® (insulin aspart injection) 100 U/mL vial (1 vial/box) | Qty: _____ |
| 320415 | Fiasp® FlexTouch® (insulin aspart injection) 100 U/mL (5 pens/box) | Qty: _____ |
| 320515 | Fiasp® PenFill® (insulin aspart injection) 100 U/mL (5 cartridges/box) | Qty: _____ |
| 185459 | NovoPen Echo® (limit qty 2) | Qty: _____ |
| 266015 | Tresiba® (insulin degludec injection) 100 U/mL (5 pens/box) | Qty: _____ |
| 255013 | Tresiba® (insulin degludec injection) 200 U/mL (3 pens/box) | Qty: _____ |
| 266211 | Tresiba® (insulin degludec injection) 100 U/mL (1 vial/box) | Qty: _____ |
| 633910 | NovoLog® FlexPen® (insulin aspart injection) 100 U/mL (5 pens/box) | Qty: _____ |
| 750111 | NovoLog® (insulin aspart injection) 100 U/mL vial (1 vial/box) | Qty: _____ |
| 330312 | NovoLog® PenFill® (insulin aspart injection) 100 U/mL (5 cartridges/box) | Qty: _____ |
| 643810 | Levemir® FlexTouch® (insulin detemir injection) 100 U/mL (5 pens/box) | Qty: _____ |
| 368712 | Levemir® (insulin detemir injection) 100 U/mL vial (1 vial/box) | Qty: _____ |
| 183411 | Novolin® N (isophane insulin human suspension) vial (1 vial/box) | Qty: _____ |
| 185189 | NovoFine® 32G Tip 6 mm (100 needles/box) | Qty: _____ |
| 185550 | NovoFine® Plus 32G 4 mm (100 needles/box) | Qty: _____ |
| 706515 | GlucaGen® HypoKit® (glucagon) for injection 1mg/mL | Qty: _____ |

Product Donation Terms and Conditions

By submitting this document and agreeing to participate in the Novo Nordisk Inc. *Diabetes Summer Camp Product Donation Program* (the "Program"), the Diabetes Camp listed on the first page of this Program form (the "Camp") agrees to the following terms and conditions:

1. Definitions

- 1.1. "Camp's Agents" means any agents, affiliates, officers, directors, employees, subcontractors, and volunteers of the Camp.
- 1.2. "Camp Program" refers to the not-for-profit summer camp program designed to provide safe, recreational activities for children with diabetes.
- 1.3. "Novo Nordisk" refers to Novo Nordisk Inc.
- 1.4. "Novo Nordisk's Agent" includes any and all authorized agents, affiliates, officers, directors, employees, or subcontractors of Novo Nordisk.
- 1.5. "Parties" means the Camp and Novo Nordisk. A "Party" refers to either the Camp or Novo Nordisk as the case may be.

2. Program Products

- 2.1. Subject to the limitations provided in Section 2.2 below, Novo Nordisk agrees to donate at no cost to the Camp the products (the "Program Products") specifically identified on the Product Donation Request Form(s) as may be submitted from time to time by the Camp's attending Health Care Professional(s), each of whom must be a state-licensed individual who is legally qualified to request and receive pharmaceutical products. The Product Donation Request Form is on pages 1–2 of this document.
- 2.2. Notwithstanding any provision to the contrary, Novo Nordisk reserves the right to limit the amount of Program Products which are being made available under this Program. As a result, Novo Nordisk may, in its sole discretion, decide to accept or not accept any Product Donation Request Form(s) or to reduce the amount of Program Products provided under such requests. No Product Donation Request Form is valid until accepted, in whole or in part, by Novo Nordisk, who reserves complete discretion concerning the extent of the Program. Neither the availability nor the amount of the charitable contribution will be determined in any manner that relates to a health care provider's past or expected prescribing or ordering decisions.
- 2.3. Upon the termination or end date of the Camp Program, if the Camp or the Camp's Agents have in their possession any remaining Program Products, the Camp agrees to return the remaining Program Product pursuant to the Product Return Instructions provided by Novo Nordisk.
- 2.4. The Camp represents and agrees that Novo Nordisk is providing the Program Products in response to an unsolicited request from the Camp for its use during the Camp Program. Free Product is provided by Novo Nordisk without regard to any future or past purchases of the requested product(s) or any other Novo Nordisk Product. The authorizing physician or health care professional is not permitted under any circumstances to retain the free product for use outside of the camp setting.
- 2.5. The Parties expressly acknowledge and agree that Novo Nordisk does not intend, nor shall the Camp or the Camp's Agents construe, Novo Nordisk's contribution of Program Products as

consideration to the Camp or the Camp's Agents, whether directly or indirectly, to induce the referral of patients, the purchase, lease or order of any item of service from or on the behalf of Novo Nordisk, or the recommendation or arranging for the purchase, lease or order of any item of service from or on behalf of Novo Nordisk.

2.6. Novo Nordisk's donation of Program Products imposes no obligation, express or implied, for the Camp, the Camp's Agents, or the campers to purchase, to prescribe, or otherwise support Novo Nordisk and/or Novo Nordisk products.

3. Use of Program Products/Recordkeeping/Audit

- 3.1. The Camp agrees that the Camp and the Camp's Agents shall use the Program Products for the sole purpose of treatment of the campers enrolled in the Camp Program. The Camp and the Camp's Agents shall not sell, distribute or otherwise make available the Program Products to any other party for any purpose. Treatment decisions will be made by a licensed health care provider in consultation with his or her patient. Novo Nordisk shall not attempt in any manner to influence the choice of therapy in favor of any particular pharmaceutical or other treatment including, without limitation, pharmaceuticals manufactured or marketed by Novo Nordisk.
- 3.2. The Camp agrees that it shall not charge, either directly or indirectly, any campers or their parents or legal guardians for the Program Products. The Camp further acknowledges and agrees that neither the Camp nor the Camp's Agents will submit, either directly or indirectly, any claims for reimbursement for the Program Products to any government or private third-party payor.
- 3.3. The Camp and Camp's Agents shall: (i) store, handle, transport, dispense, administer and account for the Program Products in compliance with all applicable federal, state and local laws, rules and regulations, and the applicable approved product labeling (including, without limitation, storage and handling specifications contained therein); (ii) comply with all applicable federal, state and local laws, rules and regulations which require the Camp to secure the Program Products against theft, tampering and diversion during storage, handling, transportation, dispensing and administration of the Program Products; (iii) comply with all applicable federal, state and local laws, rules and regulations which require the Camp to limit access to Program Products and maintain accurate records regarding the dispensing of Program Products; (iv) promptly notify Novo Nordisk in the event Camp or Camp's Agents learn or suspect that Program Product received is illegitimate or diverted (including, without limitation, diversion through loss or theft of Program Product); and (v) not sell, trade, barter, or bill the Program Products to any third party or return the Program Products for credit. The Camp further agrees to comply with all applicable federal, state and local laws, rules and regulations which require the Camp to retain all shipping invoices for the Program Products received from or returned to Novo Nordisk or Novo Nordisk's Agent.
- 3.4. The Camp and the Camp's Agents shall dispense or administer the Program Products in accordance with accepted standards of medical care.
- 3.5. Novo Nordisk shall have the right to audit or designate a third party to audit the Camp's recordkeeping, use and return of the Program Products in accordance with the requirements of this Agreement.

Product Donation Terms and Conditions

4. Control Over Camp Program

4.1. With the exception of the Terms and Conditions set forth in this Agreement governing the contribution and use of the Program Products, the Parties agree that the Camp has control and responsibility over all aspects of the Camp Program, including but not limited to camp activities, dietary supervision and medical monitoring and treatment of the campers, and the content for educational programs. The Parties agree that Novo Nordisk does not have any control over or responsibility for the design, planning or execution of the Camp Program.

5. Compliance With Laws

5.1. The Camp represents and agrees that the Camp and the Camp's Agents will design, plan and implement all aspects of the Camp Program in compliance with all applicable federal, state and local laws, rules and regulations, including, but not limited to the United States Food, Drug and Cosmetic Act and the regulations promulgated pursuant thereto by the FDA or otherwise.

5.2. The Camp represents that, to the best of its knowledge after due inquiry, that neither the Camp nor any of the Camp's Agents have ever been and are not currently debarred under 21 U.S.C. § 335a(a) and (b), and neither the Camp nor the Camp's Agents shall use, in any capacity, in connection with the Camp Program the services of a person who has been debarred.

5.3. If any aspect of this Donation or the Camp Program is prohibited by or in violation of any applicable federal, state or local laws or rules and regulations, this agreement will terminate and the Camp and the Camp's Agents will return any unused Program Products to Novo Nordisk or Novo Nordisk's Agents.

6. Disclosure of Funding/Objectivity

6.1. The Camp will determine appropriate disclosure of Novo Nordisk's sponsorship of the Camp Program to the campers and their parents or legal guardians.

7. Termination

7.1. This agreement shall terminate automatically upon the conclusion of the Camp Program. Prior to that time, Novo Nordisk may terminate this agreement in its sole discretion if Novo Nordisk determines the Camp has engaged in conduct or failed to act in a manner that Novo Nordisk, in its sole discretion, believes adversely affects Novo Nordisk or its reputation of its products. If Novo Nordisk terminates this agreement based upon such a determination, any obligation it may have under this agreement will cease immediately.

7.2. Novo Nordisk may terminate this agreement without cause upon thirty days (30) notice to the Camp. If Novo Nordisk exercises its right to terminate this agreement, any obligation it may have under these Terms and Conditions will cease upon the effective date of the termination.

7.3. Upon the expiration or termination of this agreement, the Camp and the Camp's Agents will return to Novo Nordisk or Novo Nordisk's Agents all unused Program Products.

8. Property Ownership

8.1. Except as set forth in these Terms and Conditions, on behalf of itself and the Camp's Agents, agrees not to use the name of Novo Nordisk in any publicity, advertising or other publication without Novo Nordisk's prior written approval.

9. Camp's Responsibility for Its Agents

9.1. The Camp shall select and shall have full and complete control of and responsibility for all actions of the Camp and the Camp's Agents. Novo Nordisk shall have no duty, liability or responsibility of any kind, to or for the acts or omissions of the Camp or the Camp's Agents.

9.2. This agreement shall not be construed as creating a partnership, employment relationship, or relationship of principal and agent between the Parties or their respective Agents.

9.3. The Camp hereby agrees to defend, indemnify, and hold harmless Novo Nordisk and Novo Nordisk's Agents from and with respect to any and all claims of any kind based on any act or omission of the Camp or the Camp's Agents under or in connection with the Camp's obligations pursuant to this Agreement.

10. Insurance

10.1. The Camp shall maintain during the performance of the agreement the general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 per accident for bodily injury, including death and property damage. The Camp will provide Novo Nordisk with proof of its insurance upon request and will provide Novo Nordisk with thirty (30) days prior written notice of any cancellation in its coverage.

11. Entire Agreement

11.1. These Terms and Conditions constitute the entire agreement between the Parties with respect to the Camp Program.

12. Governing Law

12.1. The laws of the State of New York (without giving effect to its conflict and choice of law principles) govern all matters arising out of or relating to this agreement. The state or federal courts located in the State of New York are the agreed-upon forum for the resolution of all disputes arising from or relating to the subject matter of this agreement.

If you have any questions about the requirements in this agreement, please contact our Customer Care Center at 1-800-727-6500.

Read, ACKNOWLEDGED and Agreed

Camp _____

By _____

Title _____

Date _____