



**Sponsorship agreement**

This sponsorship agreement (the "**Agreement**") is effective as of the last date of signature between the Parties (the "**Effective Date**") and is entered into by and between:

**Celgene s.r.o.**, a company duly organized under the laws of Czech Republic, having its registered offices at Prague 4, Braník, Novodvorská 994/138, Postal Code 142 00, Id.No. 281 72 264, VAT No. CZ28172264, registered in the Commercial Register kept with the Municipal Court in Prague, Section C, File 130442 ("**Celgene**") (together with its Affiliates hereinafter collectively referred to as "**Celgene Group**")

AND

**Charles University** a public university pursuant to Law No. 111/1998 Coll., On universities, as amended, Not registering in the Commercial Register, Located at Ovocny trh 560/5, 116 36 Praha 1, Data box: pijj9b4, ID: 00216208, Tax ID: CZ00216208, Regarding its part: First Faculty of Medicine, Contact address: Kateřinská 32, 121 08 Praha 2 (the "**Organizer**")

(each a "**Party**" and together the "**Parties**")

**WHEREAS**, Organizer is a for profit organization and wishes to organize the G3 Symposium within G3 Conference (Genes, Genetics, Genomics) (the "**Event**") to take place on 1<sup>st</sup> October 2020 in Vestec and has requested funding support;

**WHEREAS**, the request letter from the Organizer and/or the public announcement of the Event is attached as Appendix A to this Agreement;

**WHEREAS**, Celgene is willing to provide funding support as a sponsor of the Event;

**THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. [REDACTED]
2. Organizer shall be responsible for any tax obligations associated with its receipt of the funding support.
3. In return for the sponsorship of the Event, Celgene will receive the sponsorship benefits as described in Appendix B attached to this Agreement.
4. The Sponsorship is provided wholly without obligation to use or recommend any products of the Celgene Group and is not conditioned in any way on any pre-existing or future business relationship between Organizer and Celgene Group, or any business or other decisions Organizer has made or may make in the future relating to Celgene Group.
5. Organizer warrants that:
  - a) It shall organize the Event in a professional, reliable and efficient manner, and in accordance with all applicable laws and regulations;
  - b) The entire amount of the funding support provided by Celgene pursuant to this Agreement shall be used solely for the organization and conduct of the Event in accordance with this Agreement, and not for any other purposes;
  - c) The amount is commensurate with the activities to be performed and/or the materials to be developed, if any;
  - d) The amount of funding support requested from Celgene is equal to the amount Organizer would request from of any other 3rd party sponsoring company for the same sponsorship benefits as described in Appendix B to this Agreement; and
  - e) It has all necessary licenses and approvals to enter into this Agreement, to receive the funding support and to organize and conduct the Event. Organizer shall notify Celgene in writing if any such licenses and approvals are not obtained, are withdrawn or suspended; and
  - f) It shall notify the receipt of the funding support to such authorities as required by the applicable law and/or regulations.
6. Unless otherwise expressly agreed in writing by both Parties, this Agreement will expire upon completion of the Event, or upon prior termination of this Agreement by either Party, save for the terms and conditions expressly or by implication intended to survive expiration of this Agreement.
7. Celgene may immediately terminate this Agreement if (a) the approvals pursuant to section 5, e) are withdrawn or suspended; or (b) if the Organizer fails to use the Sponsorship exclusively for the Project in the sense of section 5, b), or (c) in case of a



breach of the anti-bribery obligations pursuant to this Agreement. In such cases Organizer shall refund Celgene the full amount of the Sponsorship, including any statutory interests if applicable.

8. Celgene shall have no influence or control over the organization or conduct of the Event provided however, to the extent permissible under the applicable law, Celgene may provide comments or suggestions when requested by Organizer in writing.
9. In case the Event is cancelled, either in part or in full, or indefinitely postponed, Organizer shall refund Celgene the full Sponsorship, including any statutory interests if applicable, In case the Event is cancelled, either in part or in full, or indefinitely postponed, for reasons of force majeure, Organizer shall refund Celgene that portion of the Sponsorship that has not been spent by Organizer on the conduct of the Event prior to the date of cancellation or postponement.
10. Organizer shall appropriately acknowledge the funding support provided by Celgene either in Event materials or public statements by Organizer at the beginning of the supported Event.
11. **Anti-Bribery compliance:**

Organizer represents and warrants that it shall comply with all applicable laws regulations and codes relating to anti-bribery and anti-corruption (the "**Anti-Bribery Laws**"), including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. Organizer is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws in order to:

- (i) win or retain business for Celgene;
- (ii) improperly influence an act or decision that will benefit Celgene;
- (iii) gain an improper advantage for Celgene.

Organizer undertakes to keep accurate and transparent records to reflect transactions and payments. Should Organizer breach or have any reason to believe that it might have breached this section, it shall inform Celgene immediately, in writing, and cooperate with Celgene to investigate and document the facts.

12. **Data privacy**

- 12.1 The Parties will process all personal data obtained during the course of the Services in accordance with the applicable data protection laws.
- 12.2 Celgene will process any personal data received from the Organizer in accordance with its HCP Privacy Notice available under: [REDACTED] and this Agreement. Organizer warrants that it shall inform or obtain the prior written consent of each individual, as required by applicable law, for the disclosure of their respective personal data to Celgene and processing in accordance with this clause. The Parties understand that Celgene will not have any further information/consent obligations towards the Institution's personnel.
- 12.3 If the Organizer, when providing the Services, has access to personal data belonging to Celgene or equipment containing personal data, Organizer must (i) keep the data confidential, (ii) comply with any instructions given by Celgene for the processing of personal data, (iii) adopt all technical and security measures needed to avoid unauthorized access to said data, and (iv) at the termination of the Services, destroy or return to Celgene any personal data in its possession. In addition, Organizer will promptly and in any case no later than twenty-four (24) hours report to Celgene (i) any potential or actual personal data breach and provide all relevant information and (ii) any notification from an authority to Institution of an inspection or an audit to start, if this affects the personal data belonging to Celgene.

13. **Transparency disclosure**

The European Federation of Pharmaceutical Industries and Associations (EFPIA) has agreed upon a code that requires publicly disclosing transfers of value from pharmaceutical manufacturers to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs). This requirement has been implemented into the corresponding national codes (the "**Transparency Codes**"). Transfers of value include payments for services, donations in cash or in kind, reimbursement of expenses and sponsorships made to HCPs and HCOs.

Organizer acknowledges that under applicable Transparency Codes, Celgene is obliged to document and publicly disclose information about the payments and other transfers of value provided to Organizer, under this Agreement, by Celgene or by a third party on behalf of Celgene.

By signing this Agreement, Organizer agrees that Celgene and its affiliates may:



- (i) Make public disclosures of such information in accordance with the Transparency Codes and applicable laws. Such disclosures may be made using any media (paper or electronic), web-site or platform, including an industry association's electronic platform. The information to be published will clearly identify Organizer and the types of transfers of value Organizer received from Celgene.
- (ii) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to the Transparency Codes and applicable law.
- (iii) Disclose such information to Celgene's affiliates and to any third party providing services to Celgene, for the purpose of storage, use and public disclosure and to comply with the Transparency Codes.

Organizer may contact Celgene at any time to correct any mistakes.

- 14. The Parties shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is due to circumstances reasonably beyond either Party's control, including but not limited to labour disturbances accidents, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- 15. During the term of this Agreement and for a period of 10 years thereafter, Organizer shall not disclose or use Confidential Information except as permitted in this Agreement or in writing by Celgene. "**Confidential Information**" shall include all information concerning Celgene and the Agreement, including without limitation, data, know-how and other information disclosed to Organizer by or on behalf of Celgene. Upon the earlier of the expiry or termination of the Agreement, Organizer shall return to Celgene all Confidential Information, as requested by Celgene.
- 16. This Agreement will be governed by the laws of Czech Republic. The Parties hereby consent to the exclusive jurisdiction of the competent courts of Prague, Czech Republic for the resolution of any disputes arising under this Agreement.
- 17. Organizer shall maintain all relevant records concerning performance of this Agreement. Such records are subject to examination and audit (by Celgene's Group or a designated third party) until three (3) years following the termination of the Agreement for whatsoever reason.
- 18. A failure of a Party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision.
- 19. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which is not to be unreasonably withheld.
- 20. This Agreement may be executed in duplicate original counterparts.

**IN WITNESS WHEREOF**, the undersigned are duly authorized to sign this Agreement on behalf of the Parties.

**Celgene s.r.o.**

**Charles University**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



APPENDIX A

Request letter from Organizer or public announcement of the Event

**CHARLES UNIVERSITY**

1st Faculty of Medicine

BIOCEV Institute

Průmyslová 595, 252 50 Vestec, Czech Republic

CELGENE s.r.o.  
Novodvorská 994/138  
142 00 Praha 4 - Braník

23 January 2020

RE:

**REQUEST**

**for financial support of professional educational event "G3 Symposium"**

within G3 Conference (Genes, Genetics, Genomics)

Dear Director,

An intensive research in the area of biomedicine brings the need to communicate within scientific community, and one of such case of transferring scientific information is also the "Genes, Genetics, and Genomics" symposium, which will be held on 16 April 2020 within presenting the most modern results in the field of research of molecular mechanisms in haematology. The organizers are scientific works from the 1<sup>st</sup> faculty of Medicine at Charles University and the Institute of Haematology and Blood Transfusion: [REDACTED]. [REDACTED]. All information is continuously published on the website of the symposium, which is mapping the long-standing history of these scientific events. Regarding the above mentioned, we turn to you with a request for a financial support of the international, professional, educational event "G3 Symposium" in the amount [REDACTED]. This series of scientific mini-conferences is dedicated to significant discoveries in haematology with a focus on oncology and haematology of myelodysplastic syndrome, multiple myeloma and chronic myeloid leukaemia. The purpose of the meeting, which is held every year, is education of members of the professional public (clinical and experimental haematologists) and other cooperating specializations (participating within the diagnostics and research projects) from the General University Hospital, Institute of Haematology and Blood Transfusion, 1<sup>st</sup> Faculty of Medicine, BIOCEV Institute and the Academy of Science of the Czech Republic. The estimated number of participants is about 100 at each of the planned event. The events will take place in the lecture hall of BIOCEV (Průmyslová 595, Vestec) or at the 1st Faculty of Medicine at Charles University (Na bojišti 3, Praha 2) on several dates during the year 2020.

The expected budget of the event: assurance of participation of foreign lecturers (transport, accommodation, honorariums) [REDACTED], assurance of premises, equipment, printed materials, refreshment and other organizational costs [REDACTED].

Link to the G3 event where you can find the preliminary program: [REDACTED]

**Basic data on the requestor:**

1st Faculty of Medicine at Charles University



CONFIDENTIAL

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Kateřinská 32, Praha 2  
ID No. 00216208, Tax ID No.: CZ00216208  
Represented by: Dean, Prof. MUDr. Aleksi Šedo DrSc.

Contact person:

[REDACTED]

BIOCEV, the 1<sup>st</sup> Faculty of Medicine

Tel. No. +420 325 873 [REDACTED], [REDACTED] [REDACTED]

email address: [REDACTED] [@lf1.cuni.cz](mailto:[REDACTED]@lf1.cuni.cz)

In Prague on 23 January 2020

[REDACTED]



UNIVERZITA KARLOVA  
1. lékařská fakulta  
Ústav BIOCEV  
Průmyslová 595, 252 50 Vestec, Česká republika  
[REDACTED]

CELGENE s.r.o.,  
Novodvorská 994/138  
142 00 Praha 4 - Bráník

23.1.2020

VĚC:

**ŽÁDOST**

**O finanční podporu odborné vzdělávací akce „G3 Symposium“  
V rámci konference G3 (Genes, Genetics, Genomics)**

Vážený pane řediteli!

Intenzivní výzkum v oblasti biomedicíny přináší potřebu komunikovat v rámci vědecké komunity a jedním z takových případů přenosu vědeckých informací je i symposium „Genes, Genetics, and Genomics“, jež bude probíhat dne 16.4.2020 v rámci představení nejmodernějších výsledků v poli výzkumu molekulárních mechanismů v hematologii. Organizátory jsou vědečtí pracovníci [REDACTED]

Všechny informace jsou průběžně zveřejňovány na WEBu symposia, který mapuje mnohaletou historii těchto vědeckých akcí.

Vzhledem k výše zmíněnému se obracíme na Vás s žádostí o finanční podporu odborné vzdělávací akce „G3 Symposium“ s mezinárodní účastí [REDACTED] KČ. Tato série vědeckých minikonferencí je věnována významným objevům v hematologii se zaměřením na onkohematologii myelodysplastického syndromu, mnohočetného myelomu a chronické myeloidní leukemie.

Účelem setkání, pořádaného každý rok, je edukace členů odborné veřejnosti (klinických a experimentálních hematologů) a dalších spolupracujících odborností (participujících v rámci diagnostiky a výzkumných projektů) z řad VFN, ÚHK, I.LF, BIOCEV a Akademie věd ČR. Odhadovaný počet účastníků na každé z plánovaných akcí je cca 100.

Akce budou probíhat v přednáškovém sále BIOCEV, (Průmyslová 595, Vestec) a eventuálně v prostorách I.LF UK (Na bojišti 3, Praha2) v několika termínech během roku 2020.



www:  
biocev.lf1.cuni.cz

E-mail:  
biocev@lf1.cuni.cz

Tel.: [REDACTED]

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Předpokládaný rozpočet akce: zajištění účasti zahraničních přednášejících (doprava, ubytování, honoráře) [REDACTED], zajištění prostor, techniky, tiskových materiálů, občerstvení a ostatních organizačních nákladů [REDACTED]

Link na akci G3, kde je již k dispozici předběžný program: [REDACTED]  
[REDACTED]

**Základní údaje o žadateli:**

I. lékařská fakulta UK  
Kateřinská 32, Praha 2  
IČ: 00216208, DIČ: CZ00216208  
[REDACTED]

Kontaktní osoba:  
Prof. MUDr. Tomáš Stopka, PhD  
BIOCEV I.LF  
Telefon: + [REDACTED]  
E-mail: [REDACTED]@fl.cuni.cz

V Praze dne 23.1.2020

[REDACTED]

.....

[REDACTED]



[REDACTED]

**Subject:** FW: [EXTERNAL] G3 Meeting postponed due to CoV spread

[REDACTED]

Dear N [REDACTED]  
this is to inform you that due to CoV situation the G3 Meeting has been postponed to **October 1, 2020**. We have informed also speakers and they agree on this date.  
We will closely monitor CoV situation and follow any state instructions regarding this matter.  
Best Regards, [REDACTED]

--  
[REDACTED]

1st Medical Faculty at Biocev, Charles University 1st Hematology Clinic, General Hospital, Prague  
[REDACTED]



## APPENDIX B

## Sponsorship benefits

**CHARLES UNIVERSITY**

1st Faculty of Medicine

BIOCEV Institute

Průmyslová 595, 252 50 Vestec, Czech Republic

17 January 2020

**Sponsorship of "G3 Symposium" - Genes, Genetics, Genomics**

Conditions for sponsorship valid for organizing the *G3 2020* international symposium that will be held in cooperation with the 1<sup>st</sup> Faculty of Medicine at Charles University and the Institute of haematology and Blood Transfusion:

**Platinum Partner**

- The sponsor has a possibility of exclusive sponsorship support of a selected lecture
- The sponsor's logo will be part of the navigation system
- The sponsor's logo can be placed in the main lecture hall, on the welcoming and partitioning slide in course of the main program
- The sponsorship logo will be placed on the website and in the proceedings, including placing it on the advertisement page
- The exhibition area for presentation of the company in the vestibule in the total size of not exceeding 3x5m
- Possibility to insert promotional material into the congress bags
- contribution in this category is [REDACTED]

**General Diamond Partner**

- The sponsor's logo will be part of the navigation system
- The sponsor's logo can be placed in the main lecture hall, on the welcoming and partitioning slide in course of the main program
- The sponsorship logo will be placed on the website and in the proceedings, including placing it on the advertisement page
- The exhibition area for presentation of the company in the vestibule in the total size of not exceeding 2x5m
- Possibility to insert promotional material into the congress bags
- contribution in this category is [REDACTED]

**Golden Partner**

- The sponsor's logo can be placed in the main lecture hall, on the welcoming slide in course of the main program
- The sponsorship logo will be placed on the website



- 
- The exhibition area for presentation of the company in the vestibule in the total size of not exceeding 3x1.5m
  - contribution in this category is [REDACTED]

**Partner**

- The sponsor's logo can be placed in the main lecture hall
- The sponsorship logo will be placed on the website
- The exhibition area for presentation of the company in the vestibule in the total size of not exceeding 1x1.5m
- contribution in this category is [REDACTED]

Organizers appreciate in advance the kind participation of this event's sponsors!

[REDACTED]  
Organizers of G3



UNIVERZITA KARLOVA  
1. lékařská fakulta  
Ústav BIOCEV  
Průmyslová 595, 252 50 Vestec, Česká republika  
[REDACTED]

17.01.2020

### Sponzorství symposia G3 - Genes, Genetics & Genomics

Podmínky sponzorství platné pro organizaci mezinárodního symposia *G3 2020*, jež bude pořádáno ve spolupráci s 1. LF UK a ÚHKKT:

#### Platinový partner

- Sponzor má možnost výhradní sponzorské podpory vybrané přednášky
- Logo sponzora bude součástí navigačního systému
- Logo sponzora lze umístit v hlavním sále, na uvítacím a předělovacím slide během hlavního programu
- Logo sponzora bude umístěno na webových stránkách a ve sborníku, včetně umístění inzertní strany
- Výstavní prostor pro prezentaci firmy v předšálí o celkovém rozměru max. 3x5 m
- Možnost vkladu reklamního materiálu do kongresových tašek
- příspěvek v této kategorii [REDACTED]

#### Generální Diamantový partner

- Logo sponzora bude součástí navigačního systému
- Logo sponzora lze umístit v hlavním sále, na uvítacím a předělovacím slide během hlavního programu
- Logo sponzora bude umístěno na webových stránkách a ve sborníku, včetně umístění inzertní strany
- Výstavní prostor pro prezentaci firmy v předšálí o celkovém rozměru max. 2x5 m
- Možnost vkladu reklamního materiálu do kongresových tašek
- příspěvek v této kategorii [REDACTED]

#### Zlatý partner

- Logo sponzora lze umístit v hlavním sále, na uvítacím slide během hlavního programu
- Logo sponzora bude umístěno na webových stránkách
- Výstavní prostor pro prezentaci firmy v předšálí o celkovém rozměru max. 3x1,5 m
- příspěvek v této kategorii činí [REDACTED]



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E-mail:  
biocev@lf1.cuni.cz

Tel.:  
[REDACTED]

2

**Partner**

- Logo sponzora lze umístit v hlavním sále
- Logo sponzora bude umístěno na webových stránkách
- Výstavní prostor pro prezentaci firmy v předzáří o celkovém rozměru max. 1x1,5 m
- příspěvek v této kategorii činí [REDACTED]

Organizátoři předem oceňují laskavou účast sponzorů této akce!

[REDACTED] a [REDACTED]

organizátoři G3

Tel: [REDACTED]

Fax: +420-2-2491 [REDACTED]

VAT No.: 001-00216208

E-mail: [REDACTED]@fl.cuni.cz