



Univerzita Karlova
1. lékařská fakulta, Ústav Biocev
Prumyslova 595, 252 50 Vestec
Czech Republic
(hereinafter referred to as “Recipient”)

Prague, February 7, 2017

LETTER AGREEMENT FOR PROVISION OF AN EDUCATIONAL GRANT

Dear Professor Stopka,

Celgene s.r.o., a company duly organized and existing under the laws of the Czech Republic, and whose registered office is 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 (hereinafter referred to as “**Celgene**”) , is pleased to inform you that it has decided to award Recipient with an educational grant in the total amount of one hundred fifty thousand Czech Crowns (CZK 150,000.00) (the “**Grant**”) in order to support the development and performance of an independent medical educational activity entitled “G3 Symposium“ on April 6, 2017 in BIOCEV, Vestec, Czech Republic and on April 7, 2017 in the 1st Faculty of Medicine of Charles University, Prague, Czech Republic (hereinafter the “**Program**”), the description of which is attached to this Letter Agreement as **Appendix 1**, according to your request dated January 10, 2017 (the “**Request**”) attached to this Grant Letter Agreement (the “**Agreement**”) as **Appendix 2** and incorporated herein.

The Grant is subject to the following terms and conditions:

1. The Grant is provided to support a scientific and educational activity for healthcare professionals independently developed and managed by Recipient as further described in the Request and under this Agreement. The Program will not promote Celgene products, directly or indirectly. Recipient has the sole responsibility for and control over the selection of content of the Program, faculty, educational methods, materials and venues of the Program and will make every effort to ensure that any data regarding Celgene products (or competing products) are objectively selected and presented in the Program, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments. In case any discussion of unapproved or off-label uses of any products of Celgene, it must be disclosed to the audience as such.



2 The Grant is provided to support the Program based on Recipient's proposed budget reflecting Recipient's good faith estimate of the direct costs of the Program and shall be used by Recipient exclusively for expenses directly related to the Program. The Recipient is responsible for due conduct of the Program in accordance with this Agreement.

3 Recipient shall ensure that Celgene's support will be appropriately disclosed to the relevant audience of the Program.

Recipient agrees to disclose Celgene's support on materials related to the Program, e.g. Program flier for brochure. To this extent, for the recognition and acknowledgments noted, Celgene grants Recipient a non-exclusive, royalty-free license to use the name and logo of Celgene.

Recipient hereby further represents and warrants to Celgene that the name and logo of Celgene shall be utilised in a lawful manner, in a correct way and in compliance with the competition rules between commercial enterprises and, in general, in such way not to affect any third party, both individuals or legal entities.

4 This Grant is provided wholly without obligation to purchase, use, recommend, or arrange for the use of any product of Celgene or its affiliates, or on any business or other decisions Recipient has made or may make in the future relating to Celgene, its affiliates or to Celgene's products.

5 Payment(s) shall be made by Celgene within 60 days after receipt of a payment request / invoice to the following account:

Bank name/address: _____

Bank account: [REDACTED]

IBAN CODE: _____

Swift Code: _____

Reference: _____.

6 Recipient hereby represents and warrants that the execution and performance of this Agreement does not contravene with any provisions of applicable laws, including applicable code of conducts and/or internal regulation of Recipient. The Recipient hereby represents and warrants that the Grant and the Program under this Agreement shall comply also with the applicable provisions of Code of Ethics of the Association of Innovative Pharmaceutical Industries (AIFP).

7 In case of breach even in part of the representations, warranties, obligations or prohibitions set forth in this Agreement, Celgene shall have the right to terminate this Agreement without notice and with no further obligations or liability vis à vis Recipient, by registered mail containing the short indication of the factual circumstances constituting the breach and without prejudice to the obligation of Recipient to keep Celgene harmless and indemnified of any damages and costs deriving from such breach.



8 Anti-bribery compliance

Recipient is advised that Celgene is committed to comply with all applicable laws, statutes, 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.

Recipient represents and warrants that it shall comply with the Anti-Bribery Laws.

Recipient 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

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

Breach of this section is to be considered a material breach of this Agreement and Celgene will have the right to immediately terminate the Agreement.

9 The Parties will process all personal data received from the other Party, in accordance with applicable data protection laws.

Celgene will process any personal data received from Recipient for purposes linked to this agreement, to manage its relationship with the Recipient and to fulfill legal, regulatory and compliance requirements applicable to Celgene -including, without limitation, anti-bribery laws and regulations, industry codes of conduct, audit and reporting requirements and the maintenance of accounting and tax records-. Celgene may disclose Recipient's personal data to its worldwide affiliates and to any third party providing services to Celgene, for the purposes described herein and for storage purposes. In particular, Recipient authorizes the transfer of this data to countries that may offer less level of protection, including the United States of America. Except as set forth herein, the Recipient's personal data will be kept confidential. Should the Recipient wish to object the processing of personal data or to access or rectify the personal data, the Recipient may contact Celgene at the address stated above. In the event Recipient is required to provide copies of resumes of its employees, agents, consultants and/or sub-contractors who will be taking part in the Project, Recipient warrants that it shall obtain the prior written consent of each individual for the disclosure of their respective personal data to Celgene

10 This Agreement shall be governed by, and construed in accordance with, the laws of the Czech Republic.

SPECIAL CLAUSE FOR TRANSPARENCY DISCLOSURES

The European Federation of Pharmaceutical Industries and Associations (EFPIA) has agreed upon a code that requires publicly disclosing payments or transfers of value from

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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,

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

By signing this Agreement, you consent to Celgene and its affiliates to:

- 1) Collect, process and store your information, including your contact details, and the payments and transfers of value made to you under this Agreement.
- 2) 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 you and the types of transfers of value you received from Celgene.
- 3) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to the Transparency Codes and other applicable legislation.
- 4) Disclose such information to Celgene’s affiliates and to any third party providing services to Celgene, who may be established in other countries, including the United States of America, for the purpose of storage, use and public disclosure and to comply with the Transparency Codes.

You may contact Celgene at any time to correct any mistakes or request deletion of information relating to you.

Accepted and agreed:

Celgene s.r.o.

Recipient

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix 1
Program Description



Appendix 2
Request for Grant