



contract cover page

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EVENT SPONSORSHIP AGREEMENT

This Event Sponsorship Agreement (the "Agreement") is between Microsoft s.r.o. ("Microsoft") and Univerzita Tomáše Bati ve Zlíně (the "Event Organizer"). This Agreement is effective on February 20, 2017 (the "Effective Date").

ADDRESSES AND CONTACT INFORMATION:

Microsoft	Event Organizer
Attention: Biljana Weber, General Manager	Attention: doc. MgA. Jana Janíková ArtD., Dean of faculty
Address: BB Centrum, budova Alfa, Vyskočilova 1461/2a, Praha 4 PSČ 140 00 zapsaná v obch. rejstříku Městského soudu v Praze, C12821, IČ 47123737 DIČ CZ47123737	Address: Univerzita Tomáše Bati ve Zlíně Fakulta multimediálních komunikací Štefánikova 2431 760 01 Zlín IČ 70883521 DIČ CZ70883521
Phone Number: +420 261 197 111	Phone Number: +420 57 603 4206
Fax Number: +420 261 197 100	Fax Number: +420 57 603 2121
E-mail: Click here to enter text.	E-mail: podatelna@utb.cz

AGREED AND ACCEPTED:

Microsoft	Event Organizer
Signature <small>DocuSigned by:</small> <i>Biljana Weber (BWEBER)</i> <small>3BAE7C3B981E401...</small>	Signature <small>DocuSigned by:</small> <i>Jana Janíková</i> <small>87FD5D31AAE842Z...</small>
Name: Biljana Weber	Name: doc. MgA. Jana Janíková ArtD.
Title: General Manager	Title: Dean of Faculty
Date: 19 February 2017 12:44 PM PST	Date: 15 března 2017 5:44 dop. PDT

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SECTION 1 Sponsorship Details

Exhibit A details the Event date(s), location and fee ("*Sponsorship Fee*") Microsoft will pay Event Organizer. Each party will obtain all necessary licenses, permits and insurance related to its Event activities and performance under this Agreement.

SECTION 2 Term and Termination

- (a) **Term and Termination.** This Agreement commences on the Effective Date and ends on the date listed on Exhibit A (the "*Term*"). Either Microsoft or Event Organizer may terminate this Agreement if the other materially breaches this Agreement and fails to cure the breach within 15 business days after written notice. Microsoft may terminate this Agreement at any time at will. If Microsoft terminates this Agreement for Event Organizer's breach, and failure to cure, Event Organizer will refund the Sponsorship Fee paid by Microsoft. If Microsoft terminates this Agreement at will or if Event Organizer terminates this Agreement for Microsoft's breach, there will be no refund.
- (b) **Cancellation and Refund.** Event Organizer will refund the Sponsorship Fee if Event Organizer cancels the Event for any reason beyond Event Organizer's control or if Microsoft is unable to participate in the Event for any reason beyond Microsoft's control.
- (c) **Survival of Obligations.** Section 3 (Confidentiality/Personally Identifiable Information), Section 4 (Representations and Warranties), Section 5 (Indemnification), Section 6 (Limitation of Liability), Section 8 (Insurance), Section 9 (Compliance with Anti-corruption Laws), Section 10 (Taxes) and Section 11 (Miscellaneous) will survive expiration or earlier termination of this Agreement.

SECTION 3 Confidentiality/Personally Identifiable Information

- (a) **Existing NDA.** Any confidential information shared under this Agreement is subject to the Nondisclosure Agreement ("*NDA*") between the parties. If there is no NDA, each party agrees it will not disclose non-public information of the other to third parties. The terms and conditions of this Agreement are confidential information.
- (b) **Personally Identifiable Information.** "*Personal Information*" or "*PII*" means any information that can identify, contact or locate a person such as person's name, address, phone number, or email address. Microsoft and Event Organizer will comply with applicable laws, rules and regulations related to collection of PII and shall protect PII from unauthorized use, access or disclosure. Microsoft and Event Organizer will each publish a readily accessible privacy policy. If either Event Organizer or Microsoft intend to share attendee/visitor PII with one another, each will provide appropriate notice to and obtain consent from attendees/visitors.

SECTION 4 Representations and Warranties

Microsoft and Event Organizer each represent and warrant that:

- (a) It has the full right and power to enter into and perform under this Agreement;
- (b) It has the full right to grant each of the rights granted to the other; and
- (c) It and its representatives will comply with all applicable laws, rules and regulations.

SECTION 5 Indemnification

- (a) Each party will indemnify and hold the other harmless from and against all third party claims, costs and expenses (including reasonable attorney's fees) for:
 - (1) Bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property arising out of the indemnifying party's negligence or willful misconduct;
 - (2) Breach of the indemnifying party's representations and warranties;
 - (3) Misuse by the indemnifying party of the indemnified party's logos in a manner not authorized by the indemnified party; or
 - (4) Infringement or violation of any third party's rights.
- (b) Neither party will have liability to the extent that the claim results from the negligent or willful acts of the other party or if the party is complying with the express instructions of the other party.
- (c) The indemnified party will (a) provide the indemnifying party prompt written notice of the claim; (b) turn over sole control over defense of the claim to the indemnifying party; and (c) provide reasonable assistance to the indemnifying party. The indemnified party may retain counsel and participate in defense of the claim, at its expense, and the indemnifying party shall cooperate with such participation. The indemnifying party may not settle or publicize any claim without the indemnified party's consent.

SECTION 6 Limitation of Liability

EXCEPT FOR AMOUNTS OWED PURSUANT TO INDEMNIFICATION OBLIGATIONS IN SECTION 5 OR A BREACH OF CONFIDENTIALITY OR PII OBLIGATIONS IN SECTION 3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT, ITS PERFORMANCE, OR THE EVENT.

SECTION 7 Trademark

- (a) Microsoft grants Event Organizer a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use Microsoft logos and trademarks listed on **Exhibit B** (the "**Microsoft Logos**") solely (a) in connection with Microsoft's sponsorship of the Event, and (b) in accordance with the specifications detailed in **Exhibit B** or other instructions Microsoft provides to Event Organizer. Event Organizer will provide copies of its Event materials and collateral that include Microsoft Logos for Microsoft's review at Microsoft's request. Event Organizer's use of the Microsoft Logos is for Microsoft's sole benefit.
- (b) Event Organizer grants to Microsoft a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use the Event Organizer logos and trademarks affiliated with the Event (the "**Event Organizer Logos**") solely (a) in connection with promotion of the Event, and (b) in accordance with any guidelines Event Organizer provides to Microsoft. Microsoft's use of the Event Organizer Logos is for Event Organizer's sole benefit.
- (c) Each party reserves all rights not expressly granted.

SECTION 8 Insurance

Each party will maintain insurance coverage (or a program of self-insurance) sufficient to meet obligations created by this Agreement and by law. Each party is responsible for its insurance deductibles, premiums and costs. Upon request, each party will provide the other with proof of the insurance.

SECTION 9 Compliance with Anti-Corruption Laws

Event Organizer will comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money laundering, including the U.S. Foreign Corrupt Practices Act. Microsoft is sponsoring the Event and paying the Sponsorship Fee without seeking promises or favoritism for Microsoft. There is no obligation by the Event Organizer to acquire or use any Microsoft products or services. Event Organizer agrees that, unless specifically authorized in writing by Microsoft, it may not (i) pay expenses for travel, lodging, gifts, hospitality or charitable contributions for government officials ("Prohibited Activities") on Microsoft's behalf or (ii) use the Sponsorship Fee or any portion or other funds provided by Microsoft to Event Organizer for Prohibited Activities.

SECTION 10 Taxes

The parties are not liable for any of the taxes of the other party that the other party is obligated to pay and which arise in connection with this Agreement and all such taxes shall be the responsibility of the party who is obligated by operation of law to pay such tax. Each party shall pay to the other party any sales or value added taxes that are owed as a result of entering into this Agreement and which are required to be collected under applicable law. A party may provide to the other party a valid exemption certificate in which case that other party shall not collect the taxes covered by such certificate.

If any taxes are required to be withheld on the payments, the paying party will deduct such taxes from the amount owed and pay them to the appropriate authority. The paying party will secure and deliver to the other party an official receipt and other documents reasonably requested by the other party in order to claim a foreign tax credit or refund. The parties will use reasonable efforts to minimize any taxes to the extent possible under applicable law.

SECTION 11 Miscellaneous. (a) Microsoft will comply with reasonable and customary rules and regulations that the Event Organizer delivers to Microsoft. (b) The laws, applicable jurisdiction and venue of the Microsoft contracting entity listed in the first paragraph of this Agreement will govern this Agreement. Each party will be responsible for its own attorneys' fees, costs, and other expenses. (c) Both parties must approve any press release that either party wishes to publish. (d) Neither party will be liable for failure to perform any obligation under this Agreement due to an act of God, natural disaster, war, civil disturbance, and action by governmental entity, strike or any other causes beyond the party's reasonable control. (e) Neither party may assign this Agreement without the other's prior written consent. (f) If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. (g) Notices may be either electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company. (h) This Agreement (including any exhibits) is the entire Agreement between the parties regarding its subject matter.

Exhibit A**Event Details**

Event Information		
Event Name: Conference Project Management 2017	Event Date(s): May 17-18, 2017	Event Venue: Univerzita Tomáše Bati, Zlín, Česká Republika
Fee and Payment Instructions		
Send Payment to: Komerční banka, a.s., pobočka Zlín číslo účtu: 27- 1925270277/0100	Sponsorship Fee: 80.000 CZK without VAT Amount Due: 80.000 CZK without VAT	Payment Due Date: June 9, 2017
Other Event Terms and Conditions:		

OPTIONAL:**Other Event Information****1. Event Description:**

Conference Project Management is project, which will take place on the Faculty of Multimedia Communications, Univerzita Tomáše Bati ve Zlíně with cooperation of the professionals from the partner organizations, which are engaged in project management.

2. Event Organizer Obligations and Sponsorship Benefits:

Introduction of the general partner and official thank you during introduction ceremony.

Visible logo placement of the general partner on the conference premises and event program, dedication of the place to display the banner of the general partner.

Put logo of the general partner on the web pages www.konferencepm.cz in the section "General Partner"

Giving the promotional items and leaflets to the conference attendees during accreditation and accompanying events.

Putting logo on the promotional materials in the section "General Partner"

Attendance of the five general partner delegates on the conference (including evening program)

Possibility to provide space for the general partner booth on the conference premises

Possibility of one paper for all conference attendees in the section "plenary meeting" and possibility of the 2 product workshops for conference attendees.

Offer can be enhanced based on the requirements from the general partner

3. Other Microsoft Obligations: None

4. Exclusivity : None

Exhibit B

Microsoft Logo Use Specifications

Event Organizer may use the following Microsoft logos and trademarks associated with the Event (the "Microsoft Properties"):



Use of the Microsoft Properties listed above shall be in accordance with the guidelines at: <http://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/Usage/General.aspx>

Microsoft will provide Event Organizer with a JPEG or other file to obtain the appropriate trademark.